

GENERAL TERMS AND CONDITIONS

Your stay is managed and processed by:

LE GRAND-BORNAND TOURISME – SAEM with a capital of €50,000

62 Place de l'église - BP 11 – 74450 LE GRAND-BORNAND

Tel: 04 50 02 78 06 – Email: reservation@legrandbornand.com

Travel and tour operator registration number: IM074160014

SIRET 822 667 663 00014 - Annecy trade & companies register n°822 667 663 – TVA N°: FR88822667663

Financial Guarantee: GROUPAMA Assurance-Crédit Département Caution - 5 Rue du Centre - 93199 Noisy-Le-Grand cedex

hereafter "**SAEM Le Grand-Bornand Tourisme**".

The Client agrees he has been informed about and accepts the fact that offers for stays, accommodation and activities are subject to the present General Terms and Conditions. The present General Terms and Conditions include:

- **the present General Terms and Conditions**
- **the General Terms and Conditions outlined in articles R211-5 to R211-13 of the Tourism Code, and**
- **the Specific Conditions for the sale of activities.**

Since the General Terms and Conditions may be modified at a later date, the applicable version is the one shown on the website on the date of reservation by the Client.

Article 1 - Definitions

- "**You**" or the "**Client**" refers to any individual who reserves, orders and/or purchases a product and service from the SAEM Le Grand-Bornand Tourisme, whether the order is made on the website, by phone or by email.
- "**Service provider**" refers to any SAEM Le Grand-Bornand Tourisme supplier of Products and/or Services on offer on the Website. The term "service provider" includes, in particular, suppliers, accommodation hosts, ski-lift companies, equipment rental companies, hotels and insurance companies.
- "**Product**" refers to a material good for sale.
- "**Service**" refers, for example, to accommodation, tourist packages and other services.
- "**Website**" refers to the www.legrandbornand-reservation.com website.

Article 2 – Reservation

Clients can reserve a service either directly on our website: www.legrandbornand-reservation.com, by phone on +33 (0) 4 50 02 78 06 or by email at reservation@legrandbornand.com.

Website reservations

To reserve a Service online, the Client must follow the procedure below:

- Access the website;
- Select the Service you are interested in, then click "Add to cart";
- The Client can then either continue browsing or access the cart;
- When the Client accesses the cart, a summary of the selected Service(s) is shown. The Client is asked to tick the box for optional cancellation insurance, then clicks on the "Complete my reservation" button;
- The Client must then enter an email address and choose a password to create a customer account if he does not already have one. He is asked to complete a page of personal information and to choose a mode of payment;
- Once all the details are completed, the Client clicks on "Save my cart";
- If the Client pays by bank card, he is asked either to pay a first installment or the total price of the Services as shown in the summary. After online payment has been made, the Client will receive an email confirmation of the reservation, along with his reservation contract. The reservation is now finalised for the Client.
- If the Client chooses a means of payment other than a bank card, he will receive an email confirmation of an option on a reservation. The option is valid for 5 days. Within this period, the Client is asked to make the payment either of a first installment or the total price of the Service(s) mentioned in the confirmation email. After payment has been registered, the Client will receive confirmation of the reservation by email, along with his reservation contract. The reservation is now finalised for the Client.

The Client declares he has read and agrees to the present General Terms and Conditions by checking the box for this purpose before confirming his online reservation.

Reservation by telephone or email

For all offline reservations, SAEM Le Grand-Bornand Tourisme sends the option on reservation to the Client by email. The option is valid for 5 days. Within this period, the Client is asked to make the payment either of a first installment or the total price of the Service(s) mentioned in the confirmation email. After payment has been registered, the Client will receive confirmation of the reservation by email, along with his reservation contract. The reservation is only definitive after SAEM Le Grand-Bornand Tourisme has received the reservation contract, including the present General Terms and Conditions, signed by the Client.

When the Client confirms the reservation, he accepts without reserve and unconditionally the present General Terms and Conditions.

It is the Client's responsibility to make sure that the contact details he gives at reservation are correct (and particularly his email address), so that he can receive the reservation confirmation and the contract. If the Client fails to receive the confirmation, it is up to him to make contact with SAEM Le Grand-Bornand Tourisme.

SAEM Le Grand-Bornand Tourisme cannot be held responsible if the Client fails to receive the order confirmation due to a mistake made when completing the contact details.

The reservation commits the Client to paying the total price of the Service(s).

The reservation is only definitively confirmed for SAEM Le Grand-Bornand Tourisme (i) after acceptance of payment (either a first installment or the total price of the Service(s), as the case may be) by the Client's bank, with any later rejection of payment leading to immediate cancellation of the reservation, and (ii) after a period of 72 hours starting from the confirmation of the reservation, enabling SAEM Le Grand-Bornand Tourisme to check on the availability of the Service.

SAEM Le Grand-Bornand Tourisme always checks to make sure the Service is available. SAEM Le Grand-Bornand Tourisme has a period of 72 hours starting from the confirmation of the reservation to inform the Client if a Service is not available.

If a Service is not available, SAEM Le Grand-Bornand Tourisme will offer the Client alternative accommodation. If this alternative is not possible or is not acceptable to the Client, SAEM Le Grand-Bornand Tourisme will refund the payment already made by the Client for the Service, excluding any compensation. The refund will be made within 6 days according to the method chosen by the Client.

Article 3 – Means of payment

Payment can be made by bank card, cheque, bank transfer or Chèques-Vacances (holiday vouchers) in the conditions outlined in article 4 below.

No cash payment can be made on arrival. Exceptionally, payment can be made on site with the agreement of SAEM Le Grand-Bornand Tourisme. In this case, an extra charge of 20 euros will be billed to the Client.

Bank fees and postal costs linked to the payment must be paid by the Client.

If payment is rejected, the reservation contract will be automatically cancelled.

Payment by cheque and ANCV holiday vouchers:

ANCV holiday vouchers must be sent by registered letter with acknowledgement of receipt to **Le Grand-Bornand Tourisme – Service Réservation - 62 Place de l'église - BP 11 – 74450 LE GRAND-BORNAND**. SAEM Le Grand-Bornand Tourisme cannot be held responsible for vouchers sent in any other way.

SAEM Le Grand-Bornand Tourisme can only take into account the contents of the letter when it is opened in our offices. SAEM Le Grand-Bornand Tourisme cannot be held responsible for the postal service's failure to deliver a letter, for any tampering with the letter or for a difference found between the amount sent by the Client and the amount received.

ANCV holiday vouchers must be valid for at least 3 months after the date of receipt, must be removed from the holiday voucher booklet, must not be stapled, must not be signed and must include the voucher stub at the top. SAEM Le Grand-Bornand Tourisme cannot give change for payment using ANCV holiday vouchers.

Article 4 – Payment conditions

For any reservation made 30 days or less from arrival, payment of the full price of the Service is required on reservation.

Over 30 days before arrival, reservation involves immediate payment of a minimum deposit equal to 25% of the total price of the Service.

The remainder of the total price of the Service must be paid by the Client to SAEM Le Grand-Bornand Tourisme at least 30 days before the Service begins, except for any particular clause mentioned in the reservation contract.

If a deposit is paid by bank card, the remainder will be automatically debited at least 30 days before the beginning of the Service.

Automatic payment of the remainder is sometimes refused, often due to a bank card spending limit. In this case, the Client will receive a reminder by email so that payment of the remainder can be made within 48 hours by bank card. If he fails to do so, SAEM Le Grand-Bornand Tourisme reserves the right to cancel the reservation without refunding any amounts already paid. Cancellation fees are calculated in line with article 11 below and will be demanded for any in-court or out-of-court settlement.

When the remainder has been received, the Client will be sent an email acknowledging receipt of the remainder and a summary of the Service concerned.

Article 5 – Prices

The prices for services include VAT. The client is informed of the definitive price including VAT for the Services including all expenses before the reservation contract is drawn up.

Any additional service not included in the reservation contract and leading to an extra charge must be paid directly to the Service provider.

Article 6 – Arrival and departure times

Arrival and departure times are mentioned in the reservation contract.

Article 7 – Accommodation capacity

The reservation contract is based on a maximum accommodation capacity (adults, children and babies included).

For any extra guest, the Service provider has the right to refuse to rent the accommodation, without any refund to the Client, or to ask the Client to pay an extra charge for the additional guest. SAEM Le Grand-Bornand Tourisme cannot be held responsible if the Client fails to respect the accommodation capacity mentioned in the reservation contract.

Article 8 - Pets

The reservation contract states whether pets are allowed in accommodation. The Service provider can cancel the stay if the Client fails to respect the clause. In this case, no refund is possible. SAEM Le Grand-Bornand Tourisme cannot be held responsible if the Client fails to respect the clause regarding pets in the reservation contract.

Article 9 – Accommodation regulations

The Client promises to respect the accommodation regulations and to take care in using the accommodation and amenities.

Article 10 – Security deposit

It is specified in the reservation contract whether the Client should leave a security deposit with the Service provider on arrival. If relevant, the amount and means of payment for the security deposit will be mentioned in the reservation contract.

The inventory on arrival, handover of keys and refund of the security deposit are directly handled by the Service provider. Please contact your Service provider for any questions on this subject.

Article 11 – Modifications or Cancellation

11-1. Cancellation by the Client

Cancellation by the Client must be notified by recommended letter with acknowledgement of receipt to **Le Grand-Bornand Tourisme – Service Réservation - 62 place de l'église - BP 11 – 74450 LE GRAND-BORNAND** or by email to reservation@legrandbornand.com.

The reference date for the cancellation is:

- The date of the email;
- The delivery date for a registered letter.

The refund amount is calculated from the price of the Service including VAT. The refund does not include the administrative fee or cancellation insurance costs if the Client has taken out insurance. The following amount is deducted from the refund:

- cancellation over 30 days before the Service begins: 25 % of the total cost of the Service;
- cancellation between 29 and 15 days before the Service begins: 75 % of the total cost of the Service;
- cancellation under 15 days before the Service begins: 100 % of the total cost of the Service.

No refund will be paid to the Client in the event of a "no show".

11-2. Absence of cancellation clause: in line with article L221-28 12° of the Consumer Code, a contract for accommodation services, other than residential accommodation, goods transport services, car rentals, restaurants or leisure activities to be provided at a specific date or period, is not subject to a cancellation clause.

11-3. Modifications by the Client

Requests to modify a service or reservation must be sent by post to **Le Grand-Bornand Tourisme – Service Réservation - 62 place de l'église - BP 11 – 74450 LE GRAND-BORNAND** or by email to reservation@legrandbornand.com.

After the modification is agreed by SAEM Le Grand-Bornand Tourisme, a new reservation contract will be sent (no corrections made directly by the Client to the contract sent by SAEM Le Grand-Bornand Tourisme will be accepted).

Modifications never override the payment conditions set out in the initial reservation contract.

Any change in the date of the Services requested by the Client leads to a cancellation of the original order (with application of cancellation fees as set out in article 11 above) and the registration of a new order in the conditions described above.

Modifications leading to a rise in the price of the Services result in the Client paying an extra charge if relevant.

11-4. Modification or cancellation due to SAEM Le Grand-Bornand Tourisme or a Service provider

In the event of a substantial change to the reservation contract or cancellation by SAEM Le Grand-Bornand Tourisme (due to SAEM or to a Service provider), SAEM Le Grand-Bornand Tourisme will inform the Client as soon as possible.

SAEM Le Grand-Bornand Tourisme will send an email to the Client proposing either agreement to the changes, an equivalent service in the case of a cancellation or a refund of the amount paid for the Service by the Client.

The Client has 8 days to inform SAEM Le Grand-Bornand Tourisme of his choice.

If there is no answer within this time, the Client is considered to have refused the modification and/or the proposal made by SAEM Le Grand-Bornand Tourisme. SAEM Le Grand-Bornand Tourisme will then refund the amounts paid by the Client for the Service.

If the Service is cancelled by the Service provider or by SAEM Le Grand-Bornand Tourisme, the responsibility of SAEM Le Grand-Bornand Tourisme is limited, as explained in article 14 below.

11-5. Cancellation due to non-payment: If payment is not made within the contractual period outlined in article 4 above, SAEM Le Grand-Bornand Tourisme will be obliged to cancel the reservation. If the contract is cancelled, no refund of the amounts already received by SAEM Le Grand-Bornand Tourisme will be made.

11-6. Interruption of the Service: No refund will be made if the Client arrives late, leaves early or fails to complete one of the Services.

11-7. Refunds: Any refund made by SAEM Le Grand-Bornand Tourisme will be made within 60 days, according to the method chosen by the Client.

Article 12 – Cancellation insurance / assistance / repatriation and ski insurance

SAEM Le Grand-Bornand Tourisme recommends taking out insurance from the company of your choice to cover some cancellation and assistance situations (depending on contractual conditions).

SAEM Le Grand-Bornand Tourisme provides the Client with the option to sign up for an insurance contract of this kind during reservation. The Client is informed about guarantees and exclusions before the contract is signed. For more information, please click on the "Insurance" tab on the Website and see the General Terms and Conditions for insurance by clicking on the following link:

https://www.legrandbornand-reservation.com/medias/images/info_pages/conditions-generales-assurances-safebooking-areas-2281.pdf

Article 13 – Travel documents

After the reservation is confirmed and the payment made, you will receive your travel documents (confirmation of reservation and voucher) by email 8 days before your arrival. The accommodation address and phone number are given in your travel documents (voucher).

During the stay, the Client will be asked to show these documents (on paper, on a mobile phone, etc.).

Article 14 – Responsibility

In application of article L211-16 of the Tourism Code, SAEM Le Grand-Bornand Tourisme is legally responsible for carrying out the Services mentioned in the reservation contract. However, SAEM Le Grand-Bornand Tourisme can be exempted from all or part of its responsibility by providing proof that a difficulty is either (i) attributable to the Client, or (ii) attributable to a third party not involved in providing the Services included in the reservation contract and that the issue is of an unpredictable or inevitable kind, or (iii) is due to exceptional and inevitable circumstances (as described in article 17 – Force majeure).

Nevertheless, even in this case, SAEM Le Grand-Bornand Tourisme will try to find appropriate solutions to overcome the difficulties that have occurred.

In any event, any compensation to be paid by SAEM Le Grand-Bornand Tourisme if it is held to be responsible, excepting for bodily harm or damage caused intentionally or due to negligence, is limited to three times the total price of the Service.

Photos of the Services are for illustrative purposes only and are not contractual.

Building work: unexpected building work may sometimes be carried out near the Clients' accommodation. SAEM Le Grand-Bornand Tourisme cannot be held responsible for any resulting noise and has no influence on the conduct of the building work. The Client cannot ask for compensation.

Article 15 – Civil liability insurance

SAEM Le Grand-Bornand Tourisme has contracted Civil Liability Insurance with ALBINGIA 217-219 Cours Lafayette 69006 LYON

We inform you that in line with prevailing regulations, the Service provider could ask you for proof of civil liability insurance.

Article 16 – Personal data

16.1. The Client is informed that any personal data he provides are processed by:

Le Grand-Bornand Tourisme
62 Place de l'église - BP 11 - 74450 Le Grand-Bornand - France
Tel. : 04 50 02 78 06 - reservation@legrandbornand.com

as the organisation responsible for managing orders.

16.2. The Client's personal data are required to carry out the terms of the contract signed with SAEM Le Grand-Bornand Tourisme. These data are processed for the following reasons:

- To process the order and any refunds;
- To process sales contacts;

- For security reasons;
- To respect legal and regulatory obligations;
- To improve and customise the services on offer from SAEM Le Grand-Bornand Tourisme;
- To send out information.

16.3. They are never sold, used for marketing purposes or rented to a third party, unless there is a legal or judicial reason to do so.

16.4. The data are stored in France and kept by SAEM Le Grand-Bornand Tourisme throughout the period of contractual relations and for 3 years after the Client's last order. The personal data collected can be made anonymous and be processed at a later date for statistical reasons.

16.5. If the Client has chosen to do so on the registration form, he may also receive information and special offers from SAEM Le Grand-Bornand Tourisme and its partners by post or by email. The Client can choose to no longer receive information or special offers by sending a letter or email to the following addresses:

Le Grand-Bornand Tourisme – 62 place de l'église – BP 11 – 74450 Le Grand-Bornand – France

Tel.: 04 50 02 78 06 - reservation@legrandbornand.com

16.6. In line with the regulations applying to data protection, the Client has the right to limit data processing, as well as the right to access, modify, delete or transfer data concerning himself. He can also refuse all processing of his personal data.

To exercise this right, please write to:

Le Grand-Bornand Tourisme du Grand-Bornand – 62, Place de l'église – BP 11 – 74450 Le Grand-Bornand – France – or at the email address: reservation@legrandbornand.com

including your first and last name, address and if possible your customer reference number.

In line with the prevailing regulations, the request must be signed and be accompanied by a photocopy of a passport or identity card including the Client's signature. If applicable, the Client should include the address to which a reply should be sent. A reply will then be sent to the Client as soon as possible and at the latest within 1 month from receipt of the request.

16.7. Lastly, the Client is informed of the right to refer his case to the relevant administrative authority if he considers his rights have not been respected.

Article 17 – Force majeure

Cases of force majeure are events beyond the control of SAEM Le Grand-Bornand Tourisme, and which could not reasonably be predicted, prevented or overcome by SAEM, to the extent that the events made it totally impossible for SAEM to carry out its obligations. Explicitly considered as cases of force majeure or unforeseeable circumstances, along with those generally taken into account in French courts, are the following: strikes, insurrections, riots, fire, storms, flooding, lightning, breakdown in telecommunications networks, wars and epidemics/health crises.

Article 18 – Applicable law / Legal disputes

The present General Terms and Conditions and resulting processes are subject to French law.

All disputes arising from purchases or sales made in application of the present Terms and Conditions, concerning their validity, interpretation, implementation, cancellation, consequences and results and which are not settled amicably between SAEM Le Grand-Bornand Tourisme and the Client, will be referred to the competent courts under the conditions of common law.

In line with article L612-1 of the Consumer Code, the Client is informed that in any event he can have recourse to an ombudsman, notably the Consumer Mediation Commission or mediation bodies for the sector, for which contact details are given on the Website, or to any other dispute settlement procedure (conciliation, for example) in the event of a disagreement.