

## GENERAL SALES CONDITIONS

### ARTICLE 1. INTRODUCTORY PROVISIONS

Package travel, equipment hire, accommodation, transport, ski lessons and other facilities (hereinafter the «Facilities») available on the website at [www.laplagneresort.com](http://www.laplagneresort.com) («Website») are offered to non-professional travellers («Traveller(s)») in the form of a tourist package (fixed or dynamic) or the provision of accommodation alone by:

#### LA PLAGNE RESORT SAS

A Simplified Public Limited company with a share capital of 200,000 €

**Registered office:** Les Provagnes, 73210 La Plagne Tarentaise, France, registered at the Chambéry company and business register under number: B07622001,

**Tel. :** +33 (0)4 79 09 79 79, **E-MAIL:** [info@laplagneresort.com](mailto:info@laplagneresort.com)

**Tour Operators' Register:** IM073190015

**Financial Guarantee:** contract n° 4000716766/0, GROUPAMA 132, rue des Trois Fontanot 92000 Nanterre, France, tel. : +33 (0)9 69 32 23 36

**Public Liability Insurer:** Allianz I.A.R.D., Cours Michelet, CS 30051, 92076 Paris, La Défense Cedex, policy n°: 60 42 37 79

**Intra-Community VAT:**FR 20843744350, Code APE 7911Z.

### ARTICLE 2. PRE-CONTRACTUAL INFORMATION/GSC

#### 2.1 Pre-contractual information

The traveller is advised that they may purchase the Facilities offered on the Website, either in the form of a stand-alone facility or a tourist package and enjoy the corresponding rights detailed in the respective standard forms available before payment and reproduced in **Article 19** of these General Sales Conditions (hereinafter the «GSC»).

It is specified that the information shown on the Website and booking summary completed by these GSV constitutes the preliminary information provided for by article R.211-4 of the tourist code.

Accordingly, the Traveller acknowledges having received, prior to the confirmation of the reservation and the conclusion of the contract, clearly and comprehensibly, the pre-contractual information resulting from the package travel directive and all the information listed in article R.211-4 of the tourist code and specifically the following information:

- the destination, the principal characteristics, the tourist category of the accommodation,
- the total price of the holiday and the payment terms,
- the cancellation terms,
- the facilities and meals included in the cost of the holiday,
- the option to take out insurance covering certain cases of cancellation.

#### 2.2 GSC

Any reservation of Facilities made with LA PLAGNE RESORT implies acceptance of the GSC which the Traveller acknowledges and expressly accepts.

These GSC take effect from 1 September 2019 and apply as long as they are on line on the Website [www.laplagneresort.com](http://www.laplagneresort.com) and may be amended and/or completed at any time by LA PLAGNE RESORT.

For the purposes of these GSC, tourist package as defined in article L 211-2 of the tourist code means a combination of at least two different types of facility on the same journey or holiday longer than twenty four hours or including one night.

### ARTICLE 3. RESERVATION

The Traveller may reserve their journey with LA PLAGNE RESORT:

- On the Website on [www.laplagneresort.com](http://www.laplagneresort.com), or [www.laplagne.Com](http://www.laplagne.Com) or
- By telephone to the Call Centre on +33 (0)479097979 from Monday to Friday between 9.00 am and 7.00 pm, on Saturday between 9.00 am and 12.30 pm and between

2.30 and 6.00 pm. Only reservations of Facilities which have been confirmed as available by LA PLAGNE RESORT and which have been paid for by the Traveller are firm. The sales contract is then deemed to have been created.

#### 3.1 Remote reservation

For any reservation, the Traveller is invited to provide their e-mail address and, where applicable, to identify themselves using the personal client account creation form. In accordance with the provisions of article 1127-2 of the civil code, the Traveller has the option to confirm the details of their reservation and the total price and, where applicable, to correct any errors before confirming the reservation and thus indicating their acceptance. For the reservation to become firm, the Traveller must make themselves aware of the mandatory pre-contractual information and the GSC, accept them by ticking the relevant box and making payment in accordance with the terms provided for in **Article 5**. Payment for the reservation is made clicking the «confirm» button.

For all telephone reservations, LA PLAGNE RESORT will send the Traveller in durable form the pre-contractual information provided for in article L.221-5 of the consumers' code and article R.211-4 of the tourist code and the GSC. Once the Client has agreed to the reservation on the terms provided, the Traveller will make remote payment in accordance with the terms provided for in **Article 5**.

#### 3.2 Confirmation of the reservation

Within 2 (two) hours of paying for the reservation, the Traveller will receive confirmation of the reservation by electronic mail. The confirmation will reprise the principal details of the reservation such as the identity of the provider of the facilities reserved, the price, the quantity and the date and duration of the holiday.

The confirmation e-mail will include:

- Proof of payment,
- Travel documents and voucher(s) to be exchanged for the Facilities purchased.

The Traveller is advised that in the absence of confirmation by e-mail from LA PLAGNE RESORT, the reservation has not been registered. In all events, it is the Traveller's responsibility to ensure that they have received the confirmation e-mail.

If they do not received the confirmation e-mail, they should contact: the Call Centre on +33 (0)4 79 09 79 79.

The Traveller must print the travel documents, specifically the voucher(s) to be able to exchange them for the various Facilities. The e-mail confirming the reservation received by the Traveller is proof of the entire transaction in compliance with the provisions of the law n° 2000-230 of 13 March 2000 and is the only valid document in the event of a dispute.

### ARTICLE 4. ABSENCE OF THE RIGHT OF WITHDRAWAL

For any remote purchase (on the Website or by telephone) the consumers' code provides for a cooling-off period of 14 (fourteen) days with effect from the receipt of the e-mail confirming the order.

However, in accordance with the provisions of article L.221-28 of the consumers' code, the cooling-off period does not apply to any remote purchase of facilities «providing accommodation, transport, catering, leisure activities», ordered in the form of a package or separately for a fixed date and duration. Consequently, the Traveller does not benefit from a cooling-off period for any Facility offered by LA PLAGNE RESORT on the Website.

### ARTICLE 5. PRICE OF FACILITIES

#### 5.1 Price

All prices displayed are shown in Euros and are inclusive of all taxes (TTC).

Only the Facilities explicitly referred to in the reservation are included in the price. Not included in the price, except where stipulated in the travel summary, are administration fees, Eco-recycling tax, insurance, car parking costs, holiday tax, excess baggage, excursions, cleaning costs, personal expenditure and any other facility not included in the travel summary. Holiday tax is not included in the displayed price and must be paid on the Traveller's arrival at their accommodation. The amount of the tax varies according to municipality and is calculated per person per night.

### 5.2 Administration fees

An administration fee is payable for any reservation of 15 € or more made on line or via the Call Centre.

These fees may vary in line with marketing promotions. In all cases, the amount of the applicable fees is shown on the order summary before the sales contract is concluded. In the event of an alteration or the cancellation of a reservation, the administration fees are not refundable.

### 5.3 Price revision

In accordance with the provisions of art. L211-12 of the tourist code, LA PLAGNE RESORT reserves the right to increase or lower prices after the conclusion of the contract, to take account of significant variations:

- In licence fees and taxes relating to the Facilities, such as landing fees, embarkation and or disembarkation fees at ports and airports,
- In the cost of transporting passengers arising from the price of fuel and other energy sources, the rate of taxes or licence fees on travel facilities included in the contract,
- In the exchange rates applied to the journey or holiday where applicable.

The Traveller will be notified of price increases with proof and calculation in durable form no later than 20 (twenty) days before departure. In the case of price increases greater than 8% of the total price, the Traveller may cancel their reservation at no cost within 72 hours of being notified of the price increase by LA PLAGNE RESORT. Otherwise, the cancellation fees provided for in **Article 7.1** may be applied.

### 5.4 Terms and means of payment

Payment for the reservation can only be made by bank card. Subject to the stipulations of **Articles 5.4.2** and **5.4.3**, no other means of payment are accepted. The Traveller must pay:

- the total amount of the reservation for any reservation made 30 days or less before departure, or
- a deposit of 30% of the total amount of the reservation excluding any insurance for any reservation made more than 30 days before departure. The balance will be debited automatically to the Traveller's bank card on the 30th day before departure which is expressly accepted by the Traveller.

The reservation will only become firm when full payment for the reservation has been made. Payment for the reservation by the Traveller is irrevocable, without prejudice to their right to later cancellation in accordance with the conditions in **Article 7**.

The processing of the reservation is dependent on receipt of payment by LA PLAGNE RESORT.

#### 5.4.1 Payment by bank card

Unless otherwise stated at the time of reservation, only CARTE BLEUE/ VISA and EUROCARD/MASTERCARD/AMERICAN EXPRESS are accepted. To confirm the payment, the Client must supply the number of their bank card, the expiry date and the cryptogram (three figures on the reverse of the bank card). Proof of payment is sent by e-mail within 2 (two) hours of the transaction.

#### 5.4.2 Facility to pay in 3 or 4 instalments

Floa, LA PLAGNE RESORT's partner, offers solutions for the payment of the Traveller's reservation, in three or four

instalments, by credit card. These payment solutions are reserved for individuals (natural persons of legal age) residing in France, holders of a Visa or MasterCard bank card whose validity period corresponds to the duration of the refund. Cards with systematic authorization such as Electron or Maestro, e-cards, Indigo and American Express are not accepted for payment in three or four instalments.

Floa is a company registered in the Bordeaux Trade and Companies Register under the number 434 130 423, whose head office is located at Immeuble G7, 71 rue Lucien Faure in Bordeaux (33300). It is subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution (4 place de Budapest, CS 92459 75436 Paris Cedex 09) and is registered with ORIAS under the number 07 028 160 ([www.orias.fr](http://www.orias.fr)).

Floa reserves the right to accept or refuse the Traveller's financing request. The Traveller has a legal retraction period of fourteen days. For more information, please consult Floa's general conditions available on the internet at the following address:

<https://www.floabank.fr/images/pdf/CB4X/Conditions-Gnrales-Vente-CB3X-CB4X.pdf>.

The maximum amount of the negligible fees applicable is 1.58% of the total amount of the reservation paid for the payment in three instalments and 2.39% of the total amount of the reservation paid for the payment in four instalments.

If the Traveller requests to pay by means of the payment solution proposed by Floa, his or her personal data will be transmitted to Floa for the purpose of studying his financing request, managing his credit contract and, if necessary, for collection purposes. For more information, please consult Floa's privacy policy available on the internet at the following address:

[https://cdn.floabank.fr/images/pdf/Politique\\_de\\_confidentialit\\_et\\_cookie.pdf](https://cdn.floabank.fr/images/pdf/Politique_de_confidentialit_et_cookie.pdf).

#### 5.4.3 Payment by ANCV cheque

Payment of the balance of the reservation may, at the Traveller's request, be made by ANCV holiday cheque.

To this end, the Traveller must send the amount of the payment by registered letter with acknowledgement of receipt to the following address: La PLAGNE RESORT, 1355 Route d'Aime Les Provagnes, 73210 La Plagne Tarentaise, France at least 15 days before the date of the journey.

In all events, LA PLAGNE RESORT cannot be held responsible for failure of postal delivery, the envelope being opened and a difference between the amount of the cheques sent and received. LA PLAGNE RESORT only accepts ANCV holiday cheques:

- valid for at least 3 months after the date they are received by LA PLAGNE RESORT, and
- detached from their book and
- not stapled.

La PLAGNE RESORT will refund automatically the balance paid by bank card within 1 (one) month after receipt of the ANCV holiday cheques up to the amount of the holiday cheques received.

Over-payments in ANCV holiday cheques cannot be refunded.

### 5.5 payment security/fight against fraud

Electronic payments made in respect of reservations by telephone via the Call Centre or online are guaranteed by the 3D Secure system which guarantees the confidentiality and security of the details. As part of its fight against fraud, LA PLAGNE RESORT reserves the right to carry out all necessary checks to fight against bank card fraud and specifically to ask the Traveller for a copy of their identity card/passport and any additional information enabling them to secure the payment. In the event of a refusal to provide one of the pieces of information requested, LA PLAGNE RESORT reserves the right to cancel the

reservation and to retain the sums already paid as cancellation fees calculated in accordance with **Article 7.1**.

### 5.6 Payment Default

Should the Traveller not pay the balance of their holiday by 30 days before departure, a reminder will be sent by e-mail.

Should the Traveller fail to respond by 15 days before departure, LA PLAGNE RESORT will cancel the reservation and retain the deposit paid to cover cancellation fees calculated in accordance with **Article 7.1**.

## ARTICLE 6. CANCELLATION INSURANCE

### 6.1 Conditions

LA PLAGNE RESORT offers its Clients Multi-risk Snow Insurance, police n°602 678, covering, amongst other risks:

- Cancellation or amendment of the journey,
- Piste rescue, assistance, repatriation,
- Medical and hospital costs,
- Public liability,
- Breakage or theft of ski equipment.

The contractual conditions of the cover and the exclusions of Multi-risk Snow insurance policy n° 602 678 can be viewed via this link: [General insurance conditions](#)

Once the insurance has been taken out, it cannot be altered or cancelled. The amount of the insurance premium remains systematically acquired and no refund may be claimed.

### 6.2 Renunciation

#### 6.2.1 Multi-risk insurance

Before taking out any of the insurance policies offered by LA PLAGNE RESORT, the Traveller is invited to confirm that they are not already covered for any of the risks covered by the insurance policy offered by LA PLAGNE RESORT.

In accordance with the provisions of article L112-10 of the Insurance Code, the Client taking out an insurance policy constituting a complement to goods or services sold by LA PLAGNE RESORT, if they can prove earlier cover for one of the risks covered by the insurance policy, may cancel the said policy without costs or penalty as long as it has not been fully executed and the Client has not instigated a claim. This renunciation must take place within 14 (fourteen) calendar days from the conclusion of the insurance policy and must be accompanied by proof of the existence of a current insurance policy covering risks similar to the policy taken out through LA PLAGNE RESORT.

#### 6.2.2 Remote sales

In accordance with article L112-2-1 of the Insurance Code, a right of renunciation applies to insurance policies concluded remotely, notably sold on line without the parties to the contract being physically present simultaneously. This right does not apply to travel or baggage insurance policies or similar short-term insurance policies for periods of less than 1 (one) month. The period of an insurance policy is the period between the date it is taken out and the date all the cover ceases.

#### 6.2.3 Means of exercising the renunciation right

When the insurance policy is eligible for the right of renunciation under the terms defined above, the Traveller may exercise their option by sending a duly completed, dated and signed renunciation request within 14 (fourteen) calendar days from the date the insurance contract was concluded by post to the following address: LA PLAGNE RESORT, Les Provagnes, 73210 La Plagne Tarentaise, France. If they so wish, the Traveller may use the model renunciation letter available here: [Renunciation form](#)

## ARTICLE 7. ALTERATION AND CANCELLATION OF THE JOURNEY INITIATED BY THE TRAVELLER

Any request to alter or cancel a reservation must be sent by the Traveller by e-mail to this address: [sav@laplagneresort.com](mailto:sav@laplagneresort.com) or by post with acknowledgement of receipt to the following address:

LA PLAGNE RESORT, Les Provagnes, 73210 La Plagne Tarentaise, France. The date of the request taken into account is the date the letter with acknowledgement of receipt or the e-mail is received. Any request to alter a Facility or all the Facilities included in the reservation will result in the cancellation of the original reservation and the payment of the corresponding cancellation fees.

### 7.1 Alteration or cancellation before departure

In accordance with the provisions of article L211-14-I of the tourist code, the Traveller may cancel part or all of their reservation. In the case of cancellation for whatever reason, the insurance premium and administration fees will be retained by LA PLAGNE RESORT and cannot be refunded.

#### 7.1.1 Accommodation Facilities

Any alteration or cancellation to an Accommodation Facility will result in the cancellation of the entire reservation and the payment of cancellation fees calculated on the total amount of the reservation based on the following scale:

- More than 30 days before departure: no cancellation fees,
- Between 30 and 15 days before the departure date 50% of the total amount of the reservation
- 14 days before the departure date: 100% of the total amount of the reservation.

#### 7.1.2 Facilities other than accommodation and transport

Any alteration or partial cancellation of a dynamic tourist package concerning one or more of the Facilities other than the Accommodation or Transport Facilities will lead to the payment of cancellation fees calculated on the amount of the cancelled Facility based on the following scale:

- More than 30 days before departure: no cancellation fees,
- Between 30 and 15 days before the departure date 50% of the amount of the cancelled Facility
- 14 days before the departure date: 100% of the amount of the cancelled facility.

A request to alter or partially cancel a tourist package will result in the cancellation of the entire reservation.

Tourist packages may not be altered or partially cancelled.

LA PLAGNE RESORT will refund sums paid by the Traveller after deduction of the cancellation and administration fees and where applicable the retained insurance premiums as quickly as possible and no later than 14 (fourteen) days after the cancellation of the reservation.

#### 7.1.3 Transport Facilities

For all Transport Facilities by land or air, the alteration/cancellation fees are 100% of the price of the ticket. The Traveller may reclaim the individual taxes and licence fees included in the price of the ticket and which become due on the actual embarkation of the Traveller. Refunds of these taxes and licence fees will be made in accordance with the provisions of art. L224-66 of the consumers' code.

### 7.2 Alteration/cancellation after departure

No refund may be made for any holiday that is interrupted or cut short or any Facilities not used by the Traveller for a reason not attributable to LA PLAGNE RESORT. When any Traveller does not appear at the place of their holiday, 100% of the total amount of the reservation including options will be retained. Where insurance has been taken out to cover the interruption or cancellation of the holiday after departure, the Traveller must conform to the requirements of the insurance policy in question.

## ARTICLE 8. ALTERATION AND CANCELLATION OF THE JOURNEY INITIATED BY LA PLAGNE RESORT

### 8.1 Alteration before departure

In accordance with article L211-13 of the tourist code, LA PLAGNE RESORT reserves the right to unilaterally alter the terms of delivery of the Facilities before departure. LA PLAGNE RESORT will notify the Traveller of minor alterations. The

Traveller will not be entitled to any compensation for minor alterations made in this way by LA PLAGNE RESORT.

Where, in accordance with article R211-9 of the tourist code, LA PLAGNE RESORT is obliged to alter one of the principal elements of the Facilities reserved by the Traveller or it is unable to fulfil the Traveller's individual Facilities which it has accepted, it will advise the Traveller clearly and comprehensively:

- Of the alterations made and, if applicable, of their impact on the price of the Facilities,
- Of the period during which the Traveller must respond to LA PLAGNE RESORT about the choice made,
- Of the terms for cancellation without fees should the alterations be rejected.

The Traveller has the right to reject the proposed alteration and to a full refund of the price paid within a maximum of 14 (fourteen) days of the cancellation of the reservation. Should the Traveller accept the alteration to the journey, they will be sent a new reservation confirmation with all the necessary information. When the alterations to the Facilities reduce their quality or their price, the Traveller has the right to a commensurate reduction in the price.

### 8.2. Cancellation of the journey

In accordance with article R.211-10 of the tourist code, if LA PLAGNE RESORT is obliged to cancel the journey, it will notify the Traveller as quickly as possible. In this case, the Traveller will be reimbursed with all the sums paid within a maximum of 14 (fourteen) days and will be entitled to compensation at least equal to the penalty the Traveller would have had to pay if the cancellation had been at their initiative and on this date (according to **Article 7.1** above).

### ARTICLE 9. ASSIGNING THE HOLIDAY

In accordance with articles L211-11 and R211-7 of the tourist code, the Traveller may assign their contract as long as this has no impact and up to 7 (seven) days before the start of the journey to a person who fulfils all the conditions required for the journey. The assigning Traveller must notify LA PLAGNE RESORT of the assignment by any means that enables them to obtain an acknowledgement of receipt. The assigning Traveller and the assignee are jointly and severally responsible for the payment of the balance of the journey as well as all fees, costs and taxes applicable to this assignment. The assignment fees will alter in accordance with the date of the assignment and the Traveller will be notified of the definitive amount at the time the request is sent to LA PLAGNE RESORT.

### ARTICLE 10. EXCEPTIONAL AND INEVITABLE CIRCUMSTANCES

Exceptional and inevitable circumstances are understood to mean any situation outside the control of the Traveller, LA PLAGNE RESORT, the organiser and any provider involved in the provision of the reserved Facilities, and the consequences of which cannot be avoided even though all reasonable measures have been taken, and which prevent the fulfilment of all or part of the obligations provided for in the contract.

This will apply in cases of: *force majeure*, climatic, geographic, sanitary or political conditions in the immediate vicinity of the destination liable to endanger the Traveller's life.

Should exceptional and inevitable circumstances arise, both LA PLAGNE RESORT and the Traveller have the option to cancel the contract without fees as provided for in II of article L.211-14 of the tourist code.

### ARTICLE 11. ACCOMMODATION AND HOLIDAY

#### 11.1 Arrival/Departure

The times of arrival and departure are shown on the travel document (Voucher) which the Traveller will receive by e-mail after confirmation and full payment of their reservation.

In the event of late arrival, that is to say if the Traveller is unable to arrive on the date and at the time scheduled, they must have the agreement of the supplier/accommodation provider on site.

To this end, the Traveller must contact them directly. Their contact details, address, and telephone number are shown on the Voucher.

#### 11.2 Security deposit / Inventory

The Traveller is advised that a security deposit (caution) may be requested on arrival at the holiday location notably for accommodation Facilities, ski hire, vehicle rental etc. The amount varies between providers, equipment, apartments and rooms. The purpose of the security deposit is to ensure that the premises or equipment are returned in good condition.

It is the Traveller's responsibility to confirm that the accommodation is clean, and the rented equipment is in good working order. Any failings must be reported to the supplier/accommodation provider as quickly as possible.

An inventory must be drawn up with the provider on site on arrival and departure. The security deposit will be returned by the supplier/accommodation provider no later than 1 (one) month after the end of the holiday/rental period or no later than 1 (one) month after departure in accordance with the inventory or inspection on return of the equipment with deduction made for any damage noticed to the accommodation or equipment.

#### 11.3 Internal regulations and cleaning

It is the Traveller's responsibility to make themselves aware of and comply with the internal regulations displayed in the apartment building.

End-of-stay cleaning is not included for any rental property and a fixed sum may be retained if the apartment is deemed not to be properly cleaned.

#### 11.4 Descriptions and photographs

Descriptions of the accommodation (surface area, orientation, sleeping arrangements ...) are done by type, which means that for two accommodation units of the same type there may be several insubstantial differences. It is specified that the photographs displayed in the travel descriptions are to indicate the category and comfort level of the Facilities concerned. In the descriptions, the maximum number of people who may sleep in each type of accommodation unit is specified. Using an accommodation unit to its maximum capacity may mean less comfort.

#### 11.5 Classification of the accommodation

The number of stars attributed to an hotel or the classification of the accommodation shown in the description is that declared by the accommodation provider/hotelier or established with reference to applicable French and European standards.

#### 11.6 Construction work

It is specified that LA PLAGNE RESORT has no influence over any construction work which may be carried out close to the Traveller's accommodation. Consequently, LA PLAGNE RESORT is not responsible for any nuisance occasioned. The Traveller is not entitled to any compensation in this respect.

#### 11.7 Animals

It is always the Traveller's responsibility to inform the accommodation provider of the presence of an animal. Animals are not accepted in all accommodation. Accordingly, the Traveller should check on the description of the accommodation or with our consultants before reserving to find out whether or not animals are allowed. If they are, a supplement will be payable to the accommodation provider on site.

#### 11.8 Ski lifts, ski equipment, ski school

Any lift pass is strictly personal and cannot be assigned or transferred. The pass must be carried by the Client throughout the journey made on each ski lift.

It is to be noted that lift passes, ski equipment and ski lessons are reserved in individual names. Accordingly, it is essential to complete accurately the names, forenames, dates of birth and

ability of each Traveller in respect of each of these Facilities. LA PLAGNE RESORT cannot be held responsible for any missing or incorrect information given by the Traveller.

LA PLAGNE RESORT will not in any circumstances reimburse any lost, stolen or unused lift passes. The same applies to the hire of ski equipment.

LA PLAGNE RESORT cannot be held responsible in the event of theft or breakage of ski equipment. To mitigate problems of this nature, LA PLAGNE RESORT offers its Clients suitable insurance (**Article 6**).

On the ski pistes, the Traveller must comply with the local by-law relating to safety on the ski pistes. They are also advised to bear in mind the «10 rules of behaviour on the pistes» drawn up by the Fédération Internationale de Ski (International Ski Federation) (FIS).

The Traveller must abide by the local regulations displayed at the bottom of each ski lift as well as the general conditions of use of lift passes which are displayed in the ski lift operator's sales points and can be viewed on the latter's website.

## **ARTICLE 12. RESPONSABILITY**

LA PLAGNE RESORT and the providers of the Facilities are responsible for the correct provision of the Facilities ordered by the Traveller.

LA PLAGNE RESORT is responsible for any error due to technical failure of the reservation system attributable to them.

However, LA PLAGNE RESORT may be relieved of all or part of the responsibility by providing proof that the failure to fulfil or the incomplete fulfilment of the contract is attributable either to the Traveller or to the unforeseeable and insurmountable involvement of a third party not part of the provision of the Facilities provided for in the contract or to a case of *force majeure*. In any event and excluding bodily harm and intentional damage, LA PLAGNE RESORT's responsibility is limited to an amount corresponding to 3 (three) times the price of the Facilities ordered and having given rise to indemnifiable harm.

The responsibility of transport companies providing transport Facilities is limited in the event of damage or a claim of any nature to the conditions of the transport of passengers and their luggage exclusively. In no case may LA PLAGNE RESORT be held responsible instead of or in place of French or foreign transporters providing transport facilities.

## **ARTICLE 13. ASSISTANCE**

In accordance with article L.211-17-1 of the tourist code, it is the duty of LA PLAGNE RESORT with the provider of the facilities to provide assistance to any Traveller in difficulty. To this end, the Traveller must make contact with LA PLAGNE RESORT's client service department.

The help due from the Facility supplier and LA PLAGNE RESORT consists notably of:

- Providing helpful information on health services, local authorities and consular assistance;
- Helping the Traveller to make long-distance communications and to find other travel facilities.

In this respect, it is specified that LA PLAGNE RESORT is entitled to invoice a reasonable price corresponding to the actual costs for this aid if the difficulty is intentionally caused by the Traveller or their negligence.

## **ARTICLE 14. ADMINISTRATIVE AND HEALTH FORMALITIES**

### **14.1 Administrative formalities**

The Traveller must comply with the administrative formalities for entry into France which are at their expense. The Traveller must check prior to purchasing their journey and according to their personal situation and their nationality that they have a valid passport and/or identity card as well as any other document(s), visa / ETSA authorisation, family carnet, authorisation to leave the country...), required and in accordance with the requirements to enter France. Any Traveller who is a national of a Member State of the European Union, a State party to the treaty on the

European Economic Area or Switzerland must be in possession of a valid identity document or passport. Nationals of other States must check with their consulate of on the website:

<https://www.diplomatie.gouv.fr/fr/venir-en-france/demander-un-visa-pour-la-france/>

### **14.2 Health Formalities**

On the day these GSC came into force, no health formalities were necessary to cross the French frontiers. Nevertheless, we recommend that you obtain an international form and check with your doctor if any vaccinations are required.

The Traveller is advised that they alone are responsible for compliance with all administrative and health formalities and assumes any loss which may arise from non-compliance with these formalities.

### **14.3 Minors**

Minor children (aged under 18) must travel accompanied by an adult. Children under 2 years of age throughout the whole journey (outbound and inbound) will not have a seat on the airplane unless their parents have ordered and paid for a ticket at the child's price.

It is specified that a minor making a journey must be in possession of a valid identity document or any other document required by the appropriate authorities in the country of departure.

## **ARTICLE 15. TRANSPORT CONDITIONS**

The purchase of a tourist package including a transport Facility either on land or by air implies acceptance by the Traveller of the transporter's General Conditions. The general and specific conditions of transport are available on the transporter's website. Connecting flights and trains referred to on the travel tickets are not guaranteed. The transport timetable is provided as an indication only. Delays may occur for reasons outside the control of LA PLAGNE RESORT. Flights are susceptible to amendment by airlines notably by changes to the itinerary, the addition of stop-overs or changes of airport or airline.

Departure and arrival airports and timetables are provided as an indication and may be altered. In all cases, LA PLAGNE RESORT cannot be held responsible for any traffic irregularity.

Luggage: the Traveller is invited to visit the airline's website for hold and cabin baggage allowances.

The list of forbidden airlines can be viewed on

[https://ec.europa.eu/transport/sites/transport/files/air-safety-list\\_fr.pdf](https://ec.europa.eu/transport/sites/transport/files/air-safety-list_fr.pdf)

## **ARTICLE 16. PROOF, RETENTION AND ARCHIVING**

In accordance with article L.213-1 of the consumers' code, for any order placed on line on the Vendor's website for an amount equal to or greater than 120 €, the latter will retain the written version of the Traveller's reservation for a period of ten years with effect from the delivery of the subject of the Order and guarantees them access at any time during this period.

## **ARTICLE 17. PROTECTION OF DATA OF A PERSONAL NATURE**

In respect of these GSC, LA PLAGNE RESORT collects from Travellers data of a personal nature such as name, forename, e-mail, telephone number, address without this being an exhaustive list. This data is subject to processing for the purposes of managing the reservation and sending marketing offers if the Traveller accepts receiving offers from LA PLAGNE RESORT and/or its partners by ticking the appropriate box when making their reservation.

The processing is carried out on the responsibility of LA PLAGNE RESORT.

The data collected is destined for their use, the use of accommodation providers or suppliers providing the Facilities reserved, the use of Floa in case the Traveller uses a payment solution offered by the latter, and the use of partners of LA

PLAGNE RESORT if the Traveller has expressly accepted receiving offers from these partners.

The data collected for managing the reservation will be retained: (i) for 5 (five) years from their collection if the amount of the reservation is less than 120 €, (ii) for 10 (ten) years if the amount of the reservation is equal to or greater than 120 €. Bank card data will be retained for 15 (fifteen) months after the transaction as proof in case the transaction is disputed. The cryptogram is not retained after the transaction. Data collected for marketing purposes will be retained for 3 (three) years from their collection. At the end of these periods, the data will be deleted. By way of exception, data collected for marketing purposes may be retained for a further period of three years if the Traveller has accepted to continue receiving marketing offers from LA PLAGNE RESORT and/or its partners.

Every Traveller has the right to access, correct and delete data which concerns them or to limit or object to the processing by contacting : LA PLAGNE RESORT, tel. : +33(0)479097979. In respect of the sending of marketing offers, the Traveller has the right to withdraw their consent to the processing of data which concerns them at any time. The Traveller may also complain to CNIL if they consider that their rights have been breached. Contact details are available on [www.cnil.fr](http://www.cnil.fr)

In accordance with articles L223-1 and those which follow of the consumers' code, if the Traveller does not wish to be approached by telephone on the number provided to LA PLAGNE RESORT, they may at any time add their number to the list of numbers not to be approached for marketing purposes on line on the website [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr) or by post to : Société Opposetel, Service Bloctel, 6 rue Nicolas Siret, 10000 Troyes, France.

#### **ARTICLE 18. COMPLAINTS AND RESOLUTION OF DISPUTES**

Any complaint relating to the reservation of Facilities or their delivery must be sent to Service de Réclamation (complaints department) de LA PLAGNE RESORT, 1355 Route d'Aime, Les

Provagnes, 73210 La Plagne Tarentaise, France by registered letter with acknowledgement of receipt within 20 (twenty) days of the journey accompanied by all the original documentary evidence (contract, Vouchers) (i) issued to the Traveller in respect of their reservation and (ii) proving the bona fides of the complaint (medical certificate, photograph, statement) without which the complaint will not be processed. Any Traveller who does not receive a satisfactory response to their complaint within 60 (sixty) days of contacting the Service de Réclamation de LA PLAGNE RESORT, may have recourse, free of charge, to a contractual mediation process under the terms of articles L611-1 and those which follow of the consumers' code, or any other alternative means of settling disputes. The Traveller is advised of the option of recourse to a mediation process through the *Médiateur du Tourisme et du Voyage* (tourist and travel mediator) in accordance with the terms established on the website <http://www.mtv.travel/>

(MTV Médiation Tourisme Voyage - BP 80 30375 823 Paris Cedex 17, France, e-mail : [info@mtv.travel](mailto:info@mtv.travel), tel. : (+33) 01 42 67 96 68 no later than one year from the written complaint made to LA PLAGNE RESORT.

If they so wish, the Traveller may also have recourse to the on-line settlement of differences service offered by the European Commission in accordance with article 14 of EU Regulation n°524/2013. This platform can be accessed through the following link: <https://webgate.ec.europa.eu/odr/>.

All disputes arising from reservations made in application of these GSC which cannot be settled amicably between LA PLAGNE RESORT and the Traveller, will be submitted to the appropriate courts under the terms of common law.

For the purposes of these GSC, LA PLAGNE RESORT chooses as its domicile the location of its registered office as referred to in **Article 1** of these GSC. The GSC are governed by French law and more specifically the tourist code.

## ARTICLE 19. STANDARD INFORMATION FORMS

**Standard Information Form for package travel contracts entered into on the Website [www.laplagneresort.com](http://www.laplagneresort.com) or by telephone on +33 (0)4 79 09 79 79 (cost of a call to France).**

*The combined travel facilities which are offered to you form a package in the sense of the EU directive 2015/2302 and article L.211-2 II of the tourist code .*

*Accordingly, you will benefit from all the rights granted by the European Union and applicable to packages, as transposed into the tourist code.*

*LA PLAGNE RESORT will not be wholly responsible for the proper delivery of a package in its entirety. Furthermore, as required by law, LA PLAGNE RESORT is protected so that your payments will be refunded should it become insolvent.*

### **Principle rights provided for by EU directive 2015/2302 transposed into the tourist code :**

*Travellers will receive all the essential information on the package before concluding the package travel contract. The organiser as well as retailing the package is responsible for the proper delivery of all the travel facilities included in the contract..*

*Travellers will receive an emergency telephone number or the contact details of a point of contact enabling them to reach the organiser or retailer.*

*Travellers may assign their package to another person on giving reasonable notice and subject to payment of any additional costs.*

*The price of the package may only be increased if specific costs increase (for example, the price of fuel) and this option is specifically provided for in the contract and may not in any case be applied less than twenty days before the package holiday. If the price increase exceeds 8 % of the price of the package, the traveller may cancel the contract. If the organiser reserves the right to increase the price, the traveller has the right to a price reduction in the event of a decrease in the corresponding costs.*

*Travellers may cancel the contract without paying cancellation fees and receive a full refund of payments made if one of the principle components of the package, other than the price, is subject to a significant alteration. Should the professional responsible for the package cancel it before it begins, travellers are entitled to a refund and compensation if appropriate.*

*Travellers may cancel the contract without paying cancellation fees before the start of the package in exceptional circumstances, for example if there are serious security problems at the destination liable to have an effect on the package.*

*Furthermore, travellers may, at any time before the start of the package, cancel the contract on payment of appropriate and justifiable cancellation fees.*

*If, after the start of the package, significant elements of it cannot be provided as planned, other suitable facilities must be offered to travellers without a price supplement. Travellers may cancel the contract without paying cancellation fees when facilities are not delivered in accordance with the contract, significantly disrupting the delivery of the package and when the organiser does not remedy the problem*

*Travellers are also entitled to a price reduction and/or compensation if the travel facilities are not delivered or are not properly delivered.*

*The organiser or retailer must provide assistance if the traveller is in difficulty. If the organiser or the retailer becomes insolvent, the sums paid will be reimbursed.*

*If the organiser or the retailer becomes insolvent after the start of the package, the repatriation of travellers is guaranteed.*

### **LA PLAGNE RESORT has taken out protection against insolvency with :**

**GROUPAMA, 132, rue des trois Fontanot – 92000 Nanterre, France contract n° 4000716766/0,**

**Contact : Mr. Jean Charles Donnet, tel. : +33 (0)9 69 32 23 36.**

*Travellers may contact this company if they are refused facilities because of the insolvency of LA PLAGNE RESORT.*

*EU Directive 2015/2302 transposed into national law: [Tourist Code](#)*

**Standard information form for stand-alone facility contracts entered into on the Website [www.laplagneresort.com](http://www.laplagneresort.com) or by telephone on +33 (0)4 79 09 79 79(cost of a local call).**

If you purchase this travel facility, you will benefit from the rights granted by the tourist code. LA PLAGNE RESORT will be entirely responsible for the proper delivery of the travel facility.  
Furthermore, as required by law, LA PLAGNE RESORT is protected so that your payments will be refunded should it become insolvent  
For further information on your principal rights: [Tourist Code](#)

**Principal rights provided for in the tourist code :**

Travellers will receive all the essential information on the travel facility before concluding the travel contract.

The facility provider and the retailer are both responsible for the proper delivery of the travel facility.

Travellers will receive an emergency telephone number or the contact details of a point of contact enabling them to contact the facility provider or the retailer.

Travellers may assign their travel facility to another person on giving reasonable notice and subject to payment of any additional costs.

The price of the travel facility may only be increased if specific costs increase and this option is specifically provided for in the contract and may not in any case be applied less than twenty days before the start of the journey. If the price increase exceeds 8 % of the price of the travel facility, the traveller may cancel the contract. If the facility provider reserves the right to increase the price, the traveller is entitled to a price reduction in the event of a decrease in the corresponding costs .

Travellers may cancel the contract without paying cancellation fees and receive a full refund of payments made if one of the principal components other than the price is subject to a significant alteration. If the professional responsible cancels the facility before it begins, travellers are entitled to a refund and compensation if appropriate.

Travellers may cancel the contract without paying cancellation fees before the start of the facility in exceptional circumstances, for example if there are serious security problems at the destination liable to have an effect on the journey.

Furthermore, travellers may, at any time before the start of the journey, cancel the contract on payment of appropriate and justifiable cancellation fees.

If, after the start of the journey, significant elements of it cannot be delivered as provided for, other suitable facilities must be offered to travellers, without a price supplement. Travellers may cancel the contract without paying cancellation fees when the facilities are not delivered in accordance with the contract, significantly disrupting the journey and when the facility provider does not remedy the problem.

Travellers are also entitled to a price reduction and/or compensation if the travel facility is not delivered or is not correctly delivered.

The facility provider or the retailer must provide assistance if the traveller is in difficulty.

If the facility provider or the retailer becomes insolvent, the sums paid will be reimbursed.

**LA PLAGNE RESORT has taken out protection against insolvency with :**

**GROUPAMA, 132, rue des trois Fontanot – 92000 Nanterre, France contract n° 4000716766/0,**

**Contact : Mr. Jean Charles Donnet, tel. : +33 (0)9 69 32 23 36.**

Travellers may contact this company if they are refused facilities because of the insolvency of LA PLAGNE RESORT.

EU Directive 2015/2302 transposed into national law: [Tourist Code](#)