

# **PVR General Terms and Conditions of Travel and Sales**

## **Introductory provision**

These general terms and conditions apply to all holidays booked with PVR (hereinafter referred to as the tour operator).

Deviations from these will not apply, with the exception of amendments specified as such by us clearly and in advance. Any supplementary provisions as referred to in the travel documents to be received before departure is also applicable.

## **Agencies/tour organisers**

We work together with agencies, private owners or representatives from our partners at the destination we offer. They represent us on site, but work under their own responsibility. The tour operator is not responsible for any deviations from the package that have been agreed with them, unless tour operator has given its prior written consent for these.

## **Arrival and departure**

The standard changeover day is Saturday, any deviation from this will be given in both our offer and the confirmation. It is usually possible to move into the accommodation from 17:00 onwards on the day of arrival, however it is not guaranteed. If you are to arrive later than 19:00 you must inform us prior to arrival. You must as a rule vacate the accommodation before 10:00 on the following Saturday.

## **Seasonal effects**

It is often the case that preparations for the high season or to wrap up the high season will be carried out during the low season. You should bear in mind that lifts, pistes, stores and entertainment opportunities may not be open or available or may only be open or available at certain times, that the range of other facilities available may be limited, and that building work may be underway at your destination. The tour operator accepts no liability for such circumstances. The benefit of going in high season is that everything is up and running; the downside is that you may have to deal with heavy traffic or packed skiing classes. During the months of January, March and April there are fewer people on the pistes and the weather and snow conditions are often excellent. If you are not tied to a specific period, we recommend that you plan your holiday during these months.

## **Travel documents**

If you have fulfilled your payment and other obligations, you will receive your documents and the rest of the information on your holiday approximately 10 days before departure. These documents are the sole proof of your entitlement under the travel agreement. We therefore recommend that you check the travel documents as soon as you receive them.

**Own means of transport**

If you expect to arrive at your destination later than 19:00, you must notify the person holding the keys of this well in advance. The tour operator can never be held liable if you arrive after 20:00 and find the place locked, even if you indicated that you would be arriving later.

Please bear in mind that snow chains, a hazard triangle, a first-aid kit and a fluorescent jacket are a legal requirement in France. If you arrive during the weekend after 18:00 on a Saturday, it may not be possible for any defects in the accommodation to be dealt with until Monday morning.

**Linen**

Linen is usually provided in apartments and chalets. If linen is not included, this will be clearly stated in the description.

**Luggage**

You are responsible for your own luggage during the entire trip and while staying in the accommodation. The tour operator disclaims any liability for loss, damage or theft. We recommend that you take out travel insurance. In most areas you can leave your luggage in a left-luggage room on travelling days, so that you can still go skiing. This left-luggage room is an extra service provided locally. The tour operator will not deal with any complaints or reports in respect of loss, theft and/or damage. Use of a left-luggage room is always at your own risk and at your own expense.

**Lost Property**

The tour operator is not responsible for tracking down lost property. Should you lose any possessions, we would however like to help you look for these and return these to you insofar as this is possible and can reasonably be expected. Any direct and indirect costs incurred by us in order to track down and return your possessions will be passed on to you. When you book with us, you do so under the condition that you bear the risk in respect of the loss of your luggage, even after this has been found by the tour operator.

**Children**

In many cases, babies need not be included when calculating the price. In principle, babies must be included when determining the maximum number of persons permitted in the accommodation; in some cases, it may be possible to exceed this maximum number on request.

Cots can in some cases be booked in advance at an additional fee (see description). You must however take your own sheets and blankets.

**Pets**

Pets may in some instances be allowed (must be medically certified clear of rabies) in the accommodation on payment of an additional fee per pet. You must always state that you will be bringing a pet in advance.

### **Lift pass**

If you have booked a lift pass, or if this is included in your package, it cannot be changed at your destination. The lift pass will normally start on the day after you arrive, as given on the travel documents (i.e. usually on a Sunday). If your holiday does not start on a Saturday, then the starting date for the lift pass will be as indicated in your travel documents. Should you be unable to use the lift pass for one or more days during your holiday, for whatever reason, you will not be entitled to claim compensation from the tour operator.

### **Accommodation**

The description and photographs of the accommodation may differ from the reality and are provided by way of example only. In some cases the accommodation is owned by private individuals, who have furnished it according to their own taste.

Please bear in mind, for example, that the amount of hot water available may be limited if the boiler is small. In general, beds in France are smaller, the bathrooms are often not equipped with a shower curtain and the shower head cannot always be hung up. The kitchen equipment does not always include a coffee-maker and/or cheese slicer. If you book more than one apartment or studio of the same kind at the same time, the tour operator will try to reserve units as close together as possible. This is however a preference only, and no rights may be derived from this.

The maximum number of persons permitted in the accommodation may never be exceeded, unless this has been agreed in writing and is specified in the confirmation. The owner/manager is entitled to deny access to the accommodation if this stipulation is violated.

### **Cleaning the accommodation**

You are responsible for cleaning your accommodation at the end of your stay, unless indicated otherwise. It is often possible to pay someone else to do this locally, however. If the cleaning has been included in your package, we nevertheless assume that you will leave the accommodation in a clean and tidy state. The final cleaning does not include the kitchenette or doing the washing-up, clearing the fireplace or taking out the rubbish; these are always your responsibility.

### **Security deposit**

A security deposit must be paid for the accommodation on arrival. This can be paid by credit card. The amount of the security deposit is given on your travel documents. This security deposit will be refunded 7 days after the end of your stay if the accommodation has been found to be in good order.

The payment and refunding of the security deposit is a matter between you and the accommodation provider. Complaints about a refusal to refund the deposit will not be dealt with, as the tour operator cannot assess the situation in retrospect.

In some areas, a deposit must be paid at your destination for the skiing and/or snowboarding equipment.

A different security deposit procedure may apply in some cases, and will be noted in the terms and conditions for the accommodation or offer in question.

## **Complaints**

Complaints must immediately be submitted to our representative on site, since it is often possible to take action to remedy the situation at that time. It is difficult to resolve problems at a later stage. If the complaint is not resolved to your satisfaction, then it must be reported to the tour operator's office or, outside office hours, via the emergency number (given in the travel documents), within 24 hours of arrival / discovery of the problem. If the situation has still not been satisfactorily resolved, then:

- 1) the complaint must be laid down in writing by means of a complaints form signed by our representative;
- 2) you must submit your letter together with the complaints form to the tour operator by post within 14 days of the end of your holiday.

Complaints that have not been a) reported by telephone within 24 hours via the emergency number and b) laid down in writing by means of a complaints form signed by our representative, at the destination, will not be processed at a later stage.

## **Requests and arrangements**

The tour operator will endeavour to comply with clients' requests as far as possible. If a request results in an arrangement with the tour operator and therefore forms part of a travel agreement, the client will only be able to lay claim to this if the arrangement has been specified on the invoice/booking confirmation and on the vouchers received at a later stage. No rights may be derived from requests.

## **Promotions and offers**

The information on the Internet page and vouchers is binding on the tour operator, unless:

- changes to this information have been brought to the attention of the traveller clearly, in writing and before the contract is confirmed via the internet or by telephone;
- changes subsequently arise as a result of an agreement between both parties to the contract;
- this involves the correction of errors in the calculation of the holiday price.

The tour operator may be forced to remove a specific offer temporarily or permanently. Offers are always subject to availability.

## **Information about the traveller**

The traveller must provide the tour operator with all useful information that he is explicitly asked to provide. Should the traveller provide incorrect information and this leads to additional costs for the tour operator, the traveller may be charged these costs.

## **Booking terms and conditions**

The agreement between the person making the booking and the tour operator will come into effect after a verbal booking, a booking by email or a booking via our booking system. The tour operator's obligation to execute the agreement will arise at the time at which the person making the booking receives the invoice/booking confirmation for the booked holiday in writing or via electronic communication. The person responsible for making the booking is jointly and severally liable for all obligations arising from the travel agreement for all the specified persons. The person making the booking acts in his

own name and for his own account. He also acknowledges that he is acting as a mandatory in the name and for the account of his travelling companions who have not signed the agreement, on pain of binding himself. The tour operator will charge booking costs per booking confirmation.

### **Tourist tax**

You will be required to pay tourist tax for most of the accommodation we offer (unless it has been specified that this is included). The amount of this payment depends on your destination / accommodation. Approximate prices are given in most cases.

### **Price of the holiday**

The prices agreed in the contract are fixed prices. You will be charged any additional costs as indicated in the offer separately (in advance or at your destination).

The prices agreed in the contract may be adjusted up to 21 calendar days prior to your departure if this is the result of a change in:

- a) the exchange rates applied in respect of the holiday and/or
- b) the transport costs, including fuel costs and/or
- c) the levies and taxes owed for certain services.

If the increase is more than 10% of the total price, the traveller may cancel the contract without any compensation being owed. In such a case, the traveller is entitled to the immediate refund of all the amounts he has paid to the tour operator.

### **Adding an option/package component to a booking**

After the invoice has been drawn up, the traveller may add an option or a package component to his booking up to 42 days before departure, if the additional option is available. The tour operator is entitled to charge a € 10.00 alteration fee for each addition, plus the amount payable for the additional option booked. The addition to the booking will be confirmed by invoice. Any price increases that have occurred in the interim may be taken into account.

### **Cancellation of an option/package component by the traveller**

After the invoice has been drawn up, the traveller may cancel an option or package component up to 42 days before departure (it is not possible to cancel catering). The tour operator is entitled to charge € 25.00 per cancelled option/package component (with a minimum of 30%). The cancellation will be confirmed by invoice. It is not possible to reclaim a booked option (such as an extended lift pass, equipment hire etc.) or package component at the destination.

### **Changes to the departure date or the destination by the traveller**

The departure date and the destination cannot be changed by the traveller. If the traveller wishes to alter the departure date or destination, our standard cancellation conditions will apply.

### **Changes made by the tour operator prior to departure**

Should, prior to the start of the holiday, it not be possible to execute one of the essential points of the contract, the tour operator must notify the traveller of this as quickly as

possible and in any event before departure, and inform him of the possibility of cancelling the contract without incurring any costs, unless he accepts the changes proposed by the tour operator. The traveller must notify the tour operator of his decision as quickly as possible and in any event before departure. If the traveller accepts the change, a new contract or a supplement to the contract must be drawn up, giving the changes made and the effect these will have on the price.

### **Cancellation by the tour operator prior to departure**

Should the tour operator cancel the contract prior to the start of the holiday for reasons not attributable to the traveller, the traveller may choose between:

- a) accepting a new offer of a holiday with an equal or lower price, or accepting a new offer of a holiday with a higher price, for which an additional charge must be paid. If the replacement holiday offered has a lower price, the tour operator will refund the difference as quickly as possible;
- b) or receiving a refund, as quickly as possible, of all amounts paid by him under the contract.

The traveller may also, as and when the occasion arises, claim compensation for the non-performance of the contract, unless:

- 1) the tour operator cancels the holiday because the minimum number of travellers required for the holiday (e.g. to fill the coach and/or apartment etc.) was not reached and the traveller was notified of this within the period referred to in the contract and at least seven calendar days before the departure date;
- 2) the cancellation is the result of force majeure. Force majeure is to be understood to mean abnormal and unforeseen circumstances (including overbooking by an agency and avalanches) beyond the control of the party invoking force majeure and the consequences of which could not be avoided despite all the precautions taken.

### **Payment**

The advance non-refundable payment (a minimum of 30% of the holiday price, plus the reservation costs) must be paid within 10 days of receipt of the invoice/booking confirmation into bank account number 9671475929, IBAN: FR76 1810 6008 1096 7214 7592 953, BIC/Swift: AGRIFRPP881 Bank: Credit Agricole (FRANCE), giving the invoice number. The balance of the holiday price must be paid no later than 6 weeks prior to departure. If you book 2 to 6 weeks prior to departure, you must pay the full amount in a single sum within 5 working days of receipt of the invoice. If you book less than 2 weeks prior to departure, you must pay the total amount via a telephone payment or cash deposit immediately after receiving the invoice. The money or proof of payment must always be in our possession before departure. Any bank charges or exchange rate differences are for the account of the client.

### **Default**

Should you fail to fulfil your payment obligations, the tour operator may cancel the holiday and you will be required to pay the cancellation charges. You will be in default by the mere expiry of the due date, without any warning being required. Invoices that have not been paid on or before the due date will incur interest of 1% per month or part of a month by operation of law and without further warning. As a result of the mere fact

that you are in default on the due date, and without further warning being required, invoices will be increased by 15% or a minimum of € 25 per sleeping space. If payment is not made, any collection charges and other additional costs must be borne by you.

### **Conditions of Cancellation**

The tenant may cancel a booking in writing provided payment of the following cancellation costs is made:

- for cancellations up to the 42nd day prior to commencement of the first day of stay: 30% of the rent;
- for cancellations from the 42nd day up to the 28th day prior to commencement of the first day of stay: 60% of the rent;
- for cancellations from the 28th day up to the first day of stay: 90% of the rent;
- for cancellations on the first day of stay or later: 100% of the rent.

**N.B.** There is a cancellation fee of 50€ for ALL cancellations, no matter when the cancellation is made.

The date of the postmark or the date of the relevant e-mail message shall be decisive in determining the question of whether the booking was cancelled in due time.

A booking cancelled by a Main or other Tenant shall also serve as cancellation at the expense of the co-tenants.

**Cancellation by PVR:** PVR must make a modification proposal to the traveller by way of an alternative offer within 48 hours (2 working days) of the occurrence of grave events. This obligation shall lapse if the cause of the modification is attributable to the tenant.

### **Liability of the traveller**

The tour operator disclaims any liability for loss, damage or injury sustained by travellers for whatever reason, as well as for the loss or theft of or damage to luggage or other property, including money. The risk in this regard is borne by the traveller himself. The tour operator therefore recommends that you take out travel insurance.

The traveller is also liable for loss or damage sustained by the tour operator, its staff or representatives, means of transport, accommodation or an option/package component through fault on the part of the traveller, as well as when the traveller has not fulfilled his contractual obligations. Loss or damage caused by the traveller will be deducted from the security deposit. If the amount of the loss or damage exceeds the amount of the deposit, the traveller must pay the amount owed on site. The traveller must have third party insurance in accordance with what is customary in the country of living. Should the traveller be guilty of improper behaviour (public drunkenness, excessive noise after 22:00, vandalism etc.), the tour operator may cancel the travel contract immediately and/or impose fines for the improper behaviour, without the person responsible for making the reservation being entitled to claim a refund of the holiday price.

### **Liability of the tour operator**

The tour operator is liable for the proper execution of the contract, in accordance with the expectations that the traveller may reasonably have vis-à-vis the tour operator based on the provisions of the contract, and for the obligations arising from the contract, regardless of whether these obligations are to be fulfilled by the tour operator itself or other service

providers and without prejudice to the tour operator's right to assert claims against these other service providers.

The tour operator disclaims any liability for loss or damage for which the traveller can claim under travel and/or cancellation insurance. The traveller accepts that he books under the condition that any claims against the tour operator for loss or damage as well as compensation for loss of holiday enjoyment will together be limited to a maximum of 100% of the holiday price.

We cannot be held liable for the availability of activities on offer while staying at a PVR chalet. Circumstances beyond our control (e.g. weather, snow conditions) can mean that certain activities are not possible (i.e. skiing or mountain biking) for a part of, or the duration of your stay. We are not liable if our advertising of a certain service or feature (i.e. Ski in, Ski out) is not available due to factors outside our control.

All reservations of holiday homes and other (additional) services offered via this website and email by tour operator are subject to the General Terms and conditions of Travel and Sale. All disputes that arise between PVR and traveller / clients are subject to French Law. The competent court is located in Chambéry, France.