

## GENERAL CONDITIONS AND PRACTICAL INFORMATION

The general conditions of the activities relating to the organization and the sale of voyages or stays are determined by the law n°92-645 of July 13, 1992 and its decree of n°94-490 application of June 15, 1994.

The stays suggested are sold by the Booking Center of the Tourist Board of Serre Chevalier Vallée Briançon called SERRE CHEVALIER VALLEE RESERVATION, local organization of titular Tourism of the prefectural authorization n°IM 05100012 guarantee by the Trade association of Solidarity of tourism (A.P.S) ensured of Civil Liability Deprived by company PFA represented by Mr Serge MATHIEU Police n°33445674 whose guarantees cover the responsibility according to terms' for the law n°92-645 of July 13, 1992 and the above mentioned decree of application.

### 1. OPTION OF RESERVATION

The options taken for the stays suggested by SERRE CHEVALIER VALLEE RESERVATION are valid FOUR (4) days starting from the edition of the contract for reservations except for the booking made TWENTY (20) days before the date of beginning of the stay.

If the payments did not arrive to SERRE CHEVALIER VALLEE RESERVATION within FOUR (4) day, the option will be automatically removed and lodgings corresponding given to the provision of SERRE CHEVALIER VALLEE RESERVATION.

### 2. STAY

SERRE CHEVALIER RESERVATION proposes a stay which can include lodging, the fixed price ski lift the school of ski and the hiring of the material of ski. The services included in the fixed price are indicated in appendix of present.

### 3. PRICE

The prices are contractual and include the whole of the services indicated in appendix.

### 4. PAYMENT

The customer must address to SERRE CHEVALIER VALLEE RESERVATION a down payment equal to 30% of the total price of the stay, with the reservation. The balance of the price must be addressed to SERRE CHEVALIER VALLEE RESERVATION at the latest thirty (30) days before the date of beginning of the stay.

For a reservation taken less than thirty (30) days before the date of beginning of the stay, the payment is carried out in only one payment.

### 5. CANCELLATIONS AND MODIFICATIONS

#### **5.1 - Cancellations and modifications because of the customer**

From the payment of the installment, the reservation is firm and final.

In the event of cancellation, the penalties will be supported by the customer under the conditions hereafter:

- if cancellation intervenes more than THIRTY (30) days before the date of beginning of the stay: 30% of the total price of the stay;

- if cancellation intervenes between the THIRTIEST (30st) day and the day preceding the date by beginning of the stay: 100% of the total price of the stay.

The customer can subscribe an insurance which, in the significant cases, covers the expenses of cancellation.

Cancellations could not be accepted by telephone and will have respectively to be notified by letter registered with acknowledgement of delivery.

The date appointed to define the dateline of cancellation which will give place to the penalties above will be emission of letter registered with acknowledgement of delivery, the postmark being taken

The letters will have to be addressed to:

SERRE CHEVALIER VALLEE RESERVATION

Office de Tourisme

Place du Téléphérique - Chantemerle

05330 SAINT CHAFFREY

In the event of insurance cancellation, the insurance agent must be warned of the reasons of the prevention.

#### **5.2 - Cancellations and modifications because of SERRE CHEVALIER VALLEE RESERVATION**

##### **5.2.1 - Pure and simple cancellations**

If before the departure, SERRE CHEVALIER VALLEE RESERVATION is brought to cancel purely and simply the stay chosen by the customer, it will be proposed with this one, as far as possible, of the equivalent transactions of a comparable cost.

The new stay which will be offered to the customer will be notified to him by letter registered with acknowledgement of delivery within the shortest possible

time following the happening of the causes having disturbed the booking.

If the customer selected step the stay of substitution, within SEVEN (7) day as from the notification of the new proposal of SERRE CHEVALIER VALLEE RESERVATION, it will obtain in this case the immediate refunding of the entirety of the versed sums.

##### **5.2.2 Modification of the services after the beginning of the stay**

On the assumption that, after the beginning of the stay, SERRE CHEVALIER VALLEE RESERVATION would be unable himself to carry out one or more essential elements of the contract, it is committed to make any possible sound to propose to the customer services to replace the services envisaged and completely supporting the overcost of these new services.

The customer will not be able to refuse the services of substitution which will be proposed to him under the conditions above only for valid reasons.

### 6. RESPONSABILITY

In no case, SERRE CHEVALIER VALLEE RESERVATION could not be held responsible for the circumstances of cause beyond control because of foreign thirds with the supply of the services envisaged with the contract or the bad execution of the contract by the fault of the customer.

It is expressly agreed that the damages to be requested by the customer in reparation for his consecutive injury, for example, with a modification of the essential elements of its contract, will not be able to exceed a sum equal to the double of its fixed price.

This contractual limitation of the amount of the damages will not be applicable to the physical injuries.

### 7. RECLAMATION

The complaints of commercial nature or relating to the quality of the services will have to be addressed by letter registered with acknowledgement of delivery at the latest 30 days after the date of the stay with:

SERRE CHEVALIER VALLEE RESERVATION

Office de Tourisme – Place du Téléphérique

Chantemerle

05330 SAINT CHAFFREY

The complaints involving the indemnity insurances or civil liability for SERRE CHEVALIER VALLEE RESERVATION will be allowed only as far as they are the subject of a declaration near SERRE CHEVALIER VALLEE RESERVATION at the latest the day of the end of the stay.

### 8. PERSONAL DATA

In accordance with the law n°78-17 of January 6, 1978 relating to data processing, the files and freedoms, the customer has a right of access and of correction to personal information relating to it which SERRE CHEVALIER RESERVATION can be led to treat for the need of its activities.

### 9. INSURANCE CANCELLATION

The customer has faculty to subscribe an insurance cancellation which, in the significant cases, covers the expenses of cancellation (disease, accident...). With this intention, the customer must refer to the general conditions of the insurance cancellation sent on request.

In the event of subscription of an insurance cancellation, the customer will have, on one hand, to inform SERRE CHEVALIER VALLEE RESERVATION, on the other hand, to inform directly PM CONSEIL ASSURANCE in the FIVE (5) working days of the happening of the disaster:

- by mail addressed to PM CONSEIL ASSURANCE;

- by calling the 01,60,84,75,45.

### 10. LITERAL REPRODUCTION OF ARTICLES 95 TO 103 OF THE DECREE OF JUNE 15, 1994 IN ACCORDANCE WITH ARTICLE 104 OF THE DECREE

#### **Article 95**

Subject to the exclusions envisaged with the second subparagraph (a and b) of article 14 of the law of July 13, 1992 referred to above, any offer and any sale of services of travels or stays give place to the handing-over of suitable documents which answer the rules defined by this title.

In the case of sale of transport document air or transport documents on regular line not accompanied by services related to this transport, the salesman delivers to the purchaser one or more tickets of passage for the totality of the travel emitted by the carrier or under his responsibility.

In the case of transport on request, the name and the address of the carrier, for the account of which the tickets are issued, must be mentioned.

The separated invoice of the various elements of the same tourist fixed price does not withdraw the salesman from the obligations which are made to him by this title.

#### **Article 96**

Before the conclusion of the contract and on the basis of written support, carrying his corporate name, his address and the indication of his

administrative authorisation of exercise, the salesman must communicate to the consumer information on the prices, the dates and the other consecutive elements of the services provided at the time of the travel or the stay such as:

- 1 - The destination, means, characteristics and categories of transport used;
- 2 - Mode of lodging, its situation, its level of comfort and its principal characteristics, its homologation and its tourist classification corresponding to the regulation or of the host country;
- 3 - Provided meals;
- 4 - The description of the route when it is about a circuit;
- 5 - Administrative and medical formalities to achieve in case, in particular, of crossing of the borders like their time of achievement;
- 6 - Visits, excursions and other services included in the fixed price or possibly available with the help of an additional charge;
- 7 - The minimal or maximum size of the group allowing the realization of the travel or the stay is subordinated to a minimal number of participants, the limiting date of information of the consumer in the event of cancellation of the travel or of the stay, this date cannot be fixed at less than TWENTY AND ONE (21) days before the departure;
- 8 - The amount or percentage of the price to be poured by way of installment to the contract signature as well as the calendar of payment of the balance;
- 9 - Methods of price adjustment as envisaged by the contract pursuant to article 100 of this decree;
- 10 - Conditions of cancellation of contractual nature;
- 11 - Conditions of cancellation defined in articles 101, 102, 103 hereafter;
- 12 - Precise details concerning the covered risks and the amount of the guarantees subscribed to the title of the contract of insurance covering the consequences of the professional civil liability for the travel agencies and the civil liability for associations and non-profit-making organizations and the local organizations of tourism;
- 13 - Information concerning the optional subscription of a contract of insurance covering the consequences of certain cases of cancellation or of a contract of assistance covering certain particular risks in particular expenses of repatriation in the event of accident or disease.

#### **Article 97**

The information preliminary made to the consumer engages the salesman, unless the salesman expressly did reserve the right to modify certain elements of them.

The salesman must, in this case, to indicate this modification clearly up to what point can intervene and on which elements.

In any event, the modifications made to preliminary information must be communicated to the consumer in writing before the contract signature.

#### **Article 98**

The contract concluded between the salesman and the purchaser must be written, established in double specimen, of which one is given to the purchaser, and signed by the two parts.

It must comprise the following clauses:

- 1 - The name and the address of the salesman, his guarantor and his insurer as well as the name and the address of the organizer;
- 2 - The destination or destinations of the travel and, in the event of split stay, various periods and their dates;
- 3 - Means, characteristics and categories of transport used, dates, hours and starting places and return;
- 4 - Mode of lodging, its situation, its level of comfort and its principal characteristics, its tourist classification under the terms of the regulations or of the uses in the host country;
- 5 - The number of provided meals;
- 6 - The route when it is about a circuit;
- 7 - Visits, excursions or other services included in the total price of the travel or the stay;
- 8 - The total price of the services invoiced as well as the indication of any possible revision of this invoicing under the terms of the provisions of article 100 hereafter;
- 9 - The indication, if it is necessary, of the royalties or taxes related with certain services such as loading or unloading, landing fees in the ports and airports, visitor's taxes when they are not included in the price of the provided services;
- 10 - The calendar and the modes of payment of the price, in any event, the last payment carried out by the purchaser cannot be lower than 30 p. 100 of the price of the travel or the stay and must be carried out during the handing-over of the documents making it possible to carry out the travel or the stay;
- 11 - Particular conditions requested by the purchaser and accepted by the salesman;
- 12 - The methods according to which the purchaser can seize the salesman of a complaint for inexecution or bad execution of the contract, complaint which must be addressed as soon as possible, by letter registered with acknowledgement of delivery to the salesman, and announced in writing, possibly with the organizer of the travel and the service provider concerned;
- 13 - The limiting date of information of the purchaser in the event of cancellation of the voyage or the stay is related to a minimal number of participants, in accordance with the provisions of the 7° subparagraph of article 96 above;

- 14 - Conditions of cancellation of contractual nature;
- 15 - Conditions of cancellation envisaged in articles 101, 102 and 103 hereafter;

16 - Precise details concerning the covered risks and the amount of the guarantees to the title of the contract of insurance covering the consequences of the civil and professional liability for the salesman;

17 - The indications concerning the contract of insurance covering the consequences of certain cases of cancellation subscribed by the purchaser (number of policy and name of the insurer) like those relating to the contract of assistance covering certain particular risks, in particular the expenses of repatriation in the event of accident or disease, in this case, the salesman must give to the purchaser a document at least specifying the covered risks and the excluded risks;

18 - The date limits information of the salesman in the event of transfer of the contract by the purchaser;

19 - Commitment to provide, in writing, to the purchaser, at least ten days before the date planned for its departure, following information:

a) The name, the address and the telephone number of the local representation of the salesman or, failing this, the names, addresses and telephone numbers of local organizations likely to help the consumer in the event of difficulty, or failing this, the call number allowing to establish urgently a contact with the salesman;

b) For the travel and stays of minors abroad, a telephone number and an address allowing to establish a direct contact with the child or the person in charge on the spot for his stay.

#### **Article 99**

The purchaser can yield his contract to an assignee who meets the same conditions as him to accomplish the voyage or the stay as long as this contract did not produce any effect.

Except stipulation more favorable to yielding, this one is held to inform the salesman of his decision by letter registered with acknowledgement of delivery at the latest SEVEN (7) days before the beginning of the voyage.

When it is about a cruising, this time is deferred to FIFTEEN (15) days.

This transfer is not subjected, in any case, with a preliminary authorization of the salesman.

#### **Article 100**

When the contract comprises a express possibility of price adjustment within the limits envisaged in article 19 of the law of July 13, 1992 referred to above, it must mention the precise methods of calculation, as well with the rise as with the fall, of the price changes, and in particular the amount of transport charges and taxes related, the currencies which can affect the price of the voyage or the stay, the share of the price to which applies the variation, the course of or currencies retained like reference during the establishment of the price appearing in the contract.

#### **Article 101**

When, before the departure of the purchaser, the salesman is constrained to make a modification to the one of the essential elements of the contract such as a significant rise of the price, the purchaser can, without prejudging claim for it compensation for possibly sustained damage, and after of being informed by the salesman by letter registered with acknowledgement of delivery:

- either terminate its contract and to obtain without penalty the immediate refunding of the versed sums;

- or accept the modification or the travel of substitution suggested by the salesman: an endorsement or contract specifying the made modifications is then signed by the parts: any reduction in price comes in deduction from the sums remaining possibly had by the purchaser, and if the payment already carried out by the purchaser exceeds the price of the modified service, the over-payment must be restored to him before the date of its departure.

#### **Article 102**

In the case envisaged in article 21 of the law of July 13, 1992 referred to above, when, before the departure of the purchaser, the salesman cancels the voyage or the stay, it must inform the purchaser by letter registered with acknowledgement of delivery: the purchaser without prejudging claim for it compensation of the possibly sustained damage, obtains from the salesman immediate refunding and without penalty of the versed sums.

The purchaser receives, in this case, an allowance at least equal to the penalty which it would have supported if cancellation had intervened of its fact on this date.

The provisions of this article do not make in any case obstacle with the concluding of a friendly agreement having for object acceptance, by the purchaser, of a travel or stay of substitution suggested by the salesman.

#### **Article 103**

When, after the departure of the purchaser, the salesman is unable himself to provide a dominating share of the services envisaged to the contract

representing a considerable percentage of the price honoured by the purchaser, the salesman must immediately make the following provisions without prejudging claim for it compensations for possibly sustained damage:  
- either to propose services to replace the services envisaged by possibly supporting any additional charge and, if the services accepted by the purchaser are of lower quality, the salesman must refund to him, as of his return, the difference in price;  
- or, if it cannot propose any service of replacement or if those are refused by the purchaser for valid reasons, to provide the purchaser, without additional charge, of the transport documents to ensure its return under conditions which can be considered as equivalent towards the starting place or another place accepted by the two parts.

### **Specific condition Pass Frejus sales**

Passes are for the exclusive use of HOLIDAYMAKER with a rental agreement for a property in the resort of Serre Chevalier Briançon (municipalities of Briançon, Saint Chaffrey, La Salle les Alpes, Le Monétier les Bains) and having a rental contract with a minimum of 6 nights and a maximum of 22 nights (this contract will be used as proof and will be requested during checks at the passage of the tunnel).

You can buy your Pass Tunnel du Fréjus 7 days a week and they will be emailed to you under 48 hours, from Monday to Friday between 9am to 6pm), EXCEPT PUBLIC HOLIDAYS.

Please plan your journeys in advance...

Your Passes Tunnel du Fréjus cannot be exchanged or reimbursed.

General terms and conditions:

Pass valid for the following categories of vehicle:

CLASS 1: vehicle or combination of vehicles whose height above the front axle is less than or equal to 1.3m and whose total height is less than or equal to 2m. See photo

CLASS 5: motorcycle, motorcycle with side-car or trailer. (See photo) The driver must check that his/her vehicle belongs to class 1 or class 5. It is the driver's responsibility to ensure that his/her car satisfies these criteria.

Serre Chevalier Vallée Réserve is unable to check vehicle heights.

Please note: class 1 and class 2 vehicle categories in force in tunnels in France and Italy differ from those in use at motorway tolls (see table of photos).

You can either print your pass or show it on your mobile phone for scanning or tabulation to tools. When printing your pass, don't forget to write down your car registration number on each Pass.

You'll show it to the toll personnel when crossing the tunnel. Your pass is valid for one journey only and can't be used once more.

Passes are not available to season pass holders (vehicle registration plate checks and verification in place).

Remember to check traffic reports in the Fréjus Tunnel at <http://www.sfrtf.fr/web/guest/circulation>.

Before submitting your order and before starting your journey, please make sure you have filled in the fields « Frejus Tunnel Pass Informations » your registration number, your contract number and/or the name of your landlord + address of your holiday residence

The printed contract will be requested during your visit to the Frejus Tunnel.