



HOTEL LA POMME DE PIN SALES CONDITIONS

The sales conditions outlined below are applicable to room rental and hotel services. They are valid for all bookings and hotel or restaurant guests.

Before confirming any reservation, the hotel invites the client to get in touch with its insurance company regarding its cancellation policies.

PRICES

The prices published on the hotel website, as well as in its brochures and advertisements, are, unless otherwise indicated, based on a stay of one (1) week (7 days), half-board or Bed & Breakfast, for two (2) persons in a double room.

The half-board offer includes the breakfast and the dinner (excl. drinks), and the meals are not interchangeable. It is therefore not possible to change a dinner for a lunch. If the Client decides to have dinner outside of the hotel, the dinner included in the half-board is forfeited.

The hotel reserves the right to modify the published prices for any other type of stay. The definitive price is the one indicated in the confirmation sent by the hotel.

All the prices are VAT included, in Euros and valid for the season 2019-2020. If any changes should occur in the VAT rate, it will be automatically reflected on the tariffs.

The tariffs indicated by the hotel do not include the city tax. This tax is to be paid as a supplement, upon departure. For information, the city tax for the season is €2.48 per adult per night. **The city tax may vary according to eventual legal dispositions undertaken. The hotel will automatically apply any modification to the city tax and will not make any refund based on any such modification.**

ROOM TYPES

The Hotel La Pomme de Pin proposes several types of room, based on availability at the time of reservation. The type of room is confirmed only on the booking confirmation sent by the hotel and depends on availability. If the type of room proposed is not available at the time the client confirms the reservation, the hotel reserves the right to offer an alternative solution, and no claim for compensation may be demanded.

The rooms in the hotel La Pomme de Pin are equipped with telephone, satellite television, and a bathroom or shower with toilet, hairdryer, and safety deposit box.

- **Double rooms 26m²:** East-facing room for two people, equipped bathroom with bath and separate toilets (in the disabled room (n°106), toilets are in the bathroom).
- **Double superior rooms 36m²:** East-facing room for two or three people with sofa bed, equipped bathroom with bath and separate toilets.
- **Suite 45m²:** North-facing room for two or three people with two sofa beds in the lounge, located on the first floor of the building, equipped two bathrooms one with bath, one with shower and separate toilets.

- **Family 58m2:** for four people, two separate rooms, lounge area with sofa and flat screen television located on the 4th floor of the building. Bathroom with bath and separate toilets.
- **Extra bed:** an extra bed may be installed in some rooms. Request has to be made when booking, to allow the hotel to offer a suitable room. The hotel cannot guarantee that a suitable room will be available if the request is made later. A fee of one hundred and ten euros (110€) in B&B, and one hundred and forty Euros (140) per day in half-board will be charged for the extra bed. For security reasons, only one extra bed OR one baby cot per room is allowed.
- **Baby cot:** a baby cot may be installed in some rooms. Request has to be made when booking, to allow the hotel to offer a suitable room, at a rate of 10€/night. The hotel cannot guarantee that a suitable room will be available if the request is made later. For security reasons, only one extra bed OR one baby cot per room is allowed.

RESERVATION

A rate proposal sent by the hotel constitutes by no means an agreement and is subject to availability. Reservations will be considered definite and final upon reception, by the hotel, of a deposit paid by the client, equivalent to 40% of the total stay price. This deposit is lost if the client cancels the booking. It may not be exchanged or attributed to a later or alternative reservation.

Upon reception of the deposit by the hotel, a confirmation of the reservation will be sent to the client. Room numbers will not be confirmed at this stage and is left to the discretion of the hotel.

PAYMENT

The balance of the total stay price, as well as all other services provided by the hotel (incidentals), have to be paid upon departure at the latest (except for the weeks from 28th of December 2019 to 4th of January 2020, and from 15th of February to 22nd of February 2020).

A credit card pre-authorization will be required as a guarantee for each reservation. Should the client omit to pay the balance upon departure, the hotel reserves the right to charge the credit card provided as a guarantee with the unpaid amount; proof of payment will be sent to the address provided by the client upon arrival at the hotel.

For the weeks from 28th of December 2019 to 4th of January 2020, and from 15th of February to 22nd of February 2020, the balance of the total stay will be required 6 weeks before the arrival date. A reminder email will be sent to the client 7 days before the deadline to remind of this payment. Without any payment, the reservation will be cancelled and the amount originally paid will not be recoverable.

For last minute booking, the hotel requires the full payment by credit card before the arrival date. Without any payment, the booking will not be confirmed and will be cancelled.

The hotel accepts payments by bank transfer or by credit card (Visa, American Express, Eurocard or MasterCard valid at least 8 days after the end of the stay) for a minimum amount of thirty Euros (30€). Cash is accepted within a limit of one thousand Euros (1000€). Foreign currencies are not accepted.

For payments made by bank transfer, the hotel will take into consideration the net amount paid into its bank account (proof will be provided upon request) and does not take responsibility for any bank charges or other charges relating to the transaction. The reservation will be considered definite after confirmation by the bank of receipt of the transfer.

HIGH SEASON BOOKINGS

For New Year's Eve week (28/12/2019 to 04/01/2020), and Half Term (15/02/2020 to 22/02/2020) a deposit of 40% is required to confirm the reservation, and the full prepayment (60%) is due 6 weeks prior to arrival.

In case of cancellation after the payment of the balance of the stay, 100% of the total stay will be charged.

“ALL INCLUSIVE” PROMOTIONAL WEEKS

The “all inclusive” offer is applicable to stays of seven (7) nights, from Saturday to Saturday, in one room and half-board, on the basis of double occupancy and above. The ski passes are available from Sunday to Friday included only. No reduction will be made for persons wishing to occupy a double room alone. Early departures, non-used ski passes, cannot lead to financial or material claims, or any form of reduction. Insurance is not included in the ski passes.

CANCELLATION POLICY

The amount paid to confirm the booking is a deposit. Each party can withdraw from the agreement. In the case of withdrawal on behalf of the client, the deposit is lost in its entirety. In the case of withdrawal on behalf of the hotel, the hotel will refund the client twice the value of the deposit (Law of January 18th 1992, article L.114-1 of the consumption code).

Cancellation has to be done in writing via electronic or registered mail, mentioning the booking number. To be valid, this cancellation must be in return confirmed in writing by the hotel, via electronic or regular mail. If the client does not receive confirmation of the cancellation, the hotel recommends that the client’s check with the hotel if the cancellation notification has been received. The client should request a written confirmation of receipt. The date on which the hotel confirmation is sent will be considered as the date of reference.

These cancellation conditions do not apply to the “HIGH SEASON BOOKINGS” which are treated above.

Cancellation of the reservation by the client is subject to the following penalties and fees:

- At any time after deposit paid: loss of the 40% deposit.
- Between 30 and 15 calendar days before arrival: loss of the 40% deposit, and additional charge of 30% of the total stay price as compensation and interest.
- Between 14 and 7 calendar days before arrival: loss of the 40% deposit, and additional charge of 50% of the total stay price as compensation and interest.
- Less than 7 calendar days before arrival or in case of “No Show”: 100% of the total price will be charge.

Once begun, all stays will be charged on the basis of the confirmed reservation.

DEPARTURE

Early departure by the guest and non-use of services by the client, for whatever reason, will not be considered as valid ground for refund or reductions. The balance of the stay, incidental charges included, will be billed in its entirety.

Half-board begins with the dinner on the day of arrival and ends after breakfast on the day of departure. Full board begins with the dinner on arrival day and ends with the lunch on departure day. The non-consumption of one or several meals does not entitle the client to a refund.

LATE ARRIVAL

Dinner is served at the hotel restaurant from 7.00pm to 9.30pm. In case of late arrival after 9.30 pm. The hotel can propose a light meal upon arrival, if advised before 5.00pm of the late arrival. **The half-board offer includes the breakfast and the dinner (excl. drinks), and the meals are not interchangeable. It is not possible to change a dinner for a lunch. If the Client decides to have dinner outside of the hotel, the diner included in the half-board is forfeited.**

UPON ARRIVAL

As per the rules & regulations in France, the Client will present a valid ID.

Rooms are available from 4.00pm on the day of arrival. They must be vacated at 12.00am at the latest on the day of departure. Should the client wish to keep his room after 12.00am on the day of departure, a request at the hotel reception should be made at least 24 hours in advance.

A late checkout will be granted only if hotel availability allows it. Without the hotel reception agreement, the late departure will be billed as follow:

- Departures between 12.00am and 2.00pm will be charged at 50% of the price of the following night.
- Departures after 2.00pm will be charged at 100% of the price of the following night.

Rooms are made available to clients after assurance that all the furnishings are in perfect working condition and state of cleanliness. The client should immediately inform the reception if this is not the case.

DURING THE STAY

The Client undertakes to use the room and common areas with care, prudence and diligence.

Any behavior contrary to good morals and public order within the establishment will cause the Hotel to ask the Customer to leave the establishment without being able to claim any reimbursement or payment of compensation if a payment has already been done.

In the case where no payment has been made yet, the Customer must pay the price of the Services consumed before leaving the premises;

The customer undertakes not to invite any person whose behavior is likely to cause damage to the establishment, the latter reserving the right to intervene if necessary. The client agrees to ensure compliance by his guests, all instructions and regulations of the establishment (including the ban on smoking in rooms). The client will ensure that participants do not interfere with the operation of the establishment and do not affect the safety of the establishment and the people therein.

If the room furnishings are damaged, beyond normal wear, the hotel reserves the right to charge the client with the eventual repair and replacement costs.

Room electronic keys must be returned on the day of departure, in good condition. Loss of or damage to a key will be subject to a charge of fifty euros (50€).

The Hotel offers a free WIFI access to its clients.

The Hotel will not be held responsible and will not be liable for any compensation in case of malfunction of this service, total or partial, for any reason whatsoever, during the stay in the Hotel. The Hotel cannot be held responsible for damages resulting from the use of the Internet network such as loss of data, intrusion, virus, break of the service, or other involuntary problems. The Hotel relies on public infrastructure for the internet service.

The Customer agrees to use Internet access services in the context of French law, as a good father (no illegal downloading of data ...)

The Hotel declines any responsibility in case of theft, loss or damage to the belongings of the guests during their stay. **A safety box is at the client's disposal in each room. The hotel recommends putting away all valuables in the safety box. The hotel is not responsible for theft, loss or damages to the client's valuables. The hotel does not insure the valuables put in the safety boxes.**

ADDITIONAL SERVICES

The hotel can propose, at certain times and under certain conditions, the following additional services:

- Ski passes reservation at the hotel ski shop: additional fee of six (6) Euros/pass.
- Parking lot(s) in the hotel garage: fee of twenty euros (20€) per vehicle per day or Hundred and Twenty euros (120€) per week per vehicle. The client must book this service in advance and provide the reception with his car registration plate number. If the parking of the hotel is full, the hotel will park the guest's car into a public parking lot near the hotel, the rate applied will be the same as the hotel rate.
- Ski lessons at the ESF ski school: booking assistance is free of charge. The client must provide the hotel with all necessary information. The hotel acts merely as an intermediate and will take no responsibility in case of conflict between the client and the service provider. Any eventual dispute must be settled directly between the client and the company providing the service concerned.

LUGGAGE

An unsupervised luggage storage area is available on departure and arrival days. Items of luggage left in this area remain under the entire responsibility of the luggage owner. The hotel is not responsible in case of theft, loss or damage to any items left by clients in the public areas of the hotel. Inflammatory objects and dangerous items will not be accepted in the luggage storage area. The hotel reserves the right to refuse any item of luggage in its storage area if it seems necessary to protect the hotel security. Any luggage of any person not staying at the hotel La Pomme de Pin will not be accepted in its luggage storage area.

PETS

Pets are NOT allowed in the rooms, public areas, restaurant and bar of the hotel.

NON-SMOKING POLICY

In accordance with Decree no. 2006-1386 of 15 November 2006, **smoking is strictly forbidden in the public areas of the hotel and in the rooms.**

We remind you that vaping is also not allowed in the public areas of the hotel and in the rooms.

Smoke detectors are in place and smoking in our building will result in a fine of one hundred and fifty Euros (150€).

FOOD AND DRINKS

According to hygiene rules, it is not allowed to bring food or beverages from outside the hotel. Any breach of this rule entitles the hotel to charge the client ninety Euros (€90) for the bactericide disinfection of the room. We kindly require that our patrons consume alcoholic beverages at the bar and restaurants only.

If the client wishes to drink its own bottle of champagne, wine, alcohol at the bar or at the restaurant, or in any public area, a ten euros (10€) cork fee per bottle will be charged.

Drinks acquired outside of the hotel are not authorized, either in the public areas of the hotel or in hotel rooms.

CHILDREN POLICY

Adults responsible for children shall ensure that the children under their charge do not enter rooms and corridors reserved to the staff. Children under 12 years old are not allowed to use the elevator without a responsible adult, and elevators will not be used as a playground area. Any inconvenience caused by a child engages the referent adult's responsibility. The responsible adult will pay for any order passed by the child placed under his/her custody.

The Children under 16 years old are not allowed to use the fitness center, or the spa facilities without a responsible adult.

The responsible adult undertakes to pay for any order made at the bar or restaurant by the child under his responsibility.

RESTAURANT

Access to restaurant tables is free and does not require prior reservation, except for groups of more than 8 people (children included). For reasons of logistical organization, the establishment reserves the right to install these groups in the private dining room of the 7th floor.

INSURANCE

The hotel subscribes and maintains a valid insurance policy for Civil Responsibility, which covers personal injuries and material damages for the guests within the hotel, for the total duration of the client's stay. It is recommended that clients take out any other insurance necessary for their personal cover, before, during and after their stay. "Snow" insurance may be taken out upon purchase of ski passes or directly at the Ski Lift ticket offices.

We remind you that all your valuables left in the safety deposit box are not insured by the hotel. The hotel is not responsible for theft, loss or damages to the client's valuables.

FORCE MAJEURE – RESPONSIBILITY

The reservation contract may be cancelled by the hotel, in full right, without payment of compensation or interest to the client, in the case of an event constituting a major force, or in the case that it is impossible for the hotel to operate in conformation with normal hotel standards, for any reason beyond the hotel's responsibility, notably in the case of late opening or non-opening of the resort (natural catastrophe, road closure), as well as in the case that the client's payment is terminated.

Although all security measures are taken, the hotel declines all responsibility for theft or damage to vehicles parked in the car park.

GRIVELERIE (french penal code art. 313-5)

The grivèlerie is a crime similar to fraud, punishable by the French penal code (article 313-5 repressing the knavery as a crime close to the fraud), which is similar to the service robbery.

It is an act of ordering a service that you will not pay, or that you know you will not be able to afford.

The offense is constituted if:

- the service was ordered by the client;
- the service was consumed (meal started or finished, room occupied, taxi ride performed, fuel tank filled, etc.);
- the client is physically unable to pay his debt or is determined before consuming to not pay;
- the fraudulent intent is recognized (this fraudulent intent must be prior to consumption, the offense is not necessarily constituted, for example, if the consumer forgets to pay because busy on the phone, or suddenly leaves because of an event force majeure or even because it would be disturbed by smoke or noise).

"Grivelerie" is punished with 6-month detention and a fine of seven thousand five hundred Euros (7500€)

TREATMENT OF PERSONAL INFORMATION

The Hotel La Pomme de Pin and its operator Management Plus Hotels Limited have computer processes to manage the reservations, the stay of the customers and the marketing operations.

The personal data of the Customers are kept:

- When a booking is done, for a period of five years, corresponding to the limitation period of common law in contractual matters (Article 2224 of the Civil Code);
- When no booking has been done, for a period of three years, for commercial solicitations;

Credit card details are not saved or stored on customer databases.

In accordance with the Data Protection Act of 6 January 1978 as amended and the General Data Protection Regulation (EU Regulation 2016/679 of 27 April 2017) you have the right to access and rectify information concerning you, that you can exercise by addressing to the Director - Hotel La Pomme de Pin – Rue des Chenus 73120 Courchevel 1850 or by email: [pommedepin@manplus.com](mailto:pomedepin@manplus.com)

The client can also, for legitimate reasons, oppose the processing of its data.

REFUND AND COMPLAINTS POLICY

By confirming his/her booking, the client accepts the hotel's sales conditions. If any breach or damage is established after the client's departure, financial compensation will be charged on the client's credit card.

Any dispute relative to a service should be addressed by registered letter at the reception of the Hotel La Pomme de Pin.

Any dispute relating to the interpretation or the fulfillment of the reservation contract, which could not be solved amicably, will be presented before the Court of Albertville.