# GENERAL AND SPECIAL CONDITIONS OF SALE

\*\*\* INFINI MOUNTAIN \*\*\*

#### **Preamble**

These general conditions of sale bind Infini Mountain to its customers and apply within the framework of the regulations in force and, in particular, of the regulatory part of Book II of the Tourism Code setting the conditions for the exercise of activities relating to the organization and sale of trips or stays.

#### Article 1 - Reservation and conclusion of the contract

### 1.1 - Booking methods:

Your reservation can be made by phone, mail, email or internet. An advisor will be at your service from Monday to Friday from 9 a.m. to 12 p.m. and from 2 p.m. to 6 p.m.

E-mail: reservation@infini-mountain.com

The contract sent by Infini Mountain within the period provided for in article 1.2 is definitively formed when it is accepted by the Customer. This contract will specify in particular the prices, the services subscribed, the dates of the stay and the number of participants. The total or partial payment of the stay makes your reservation final.

1st case: you pay the deposit and / or the balance of the amount of the stay by credit card when you register by phone or on the internet.

2nd case: you use another method of payment: upon receipt of your stay contract, you will have 72 hours from your registration date to send us your payment and thus confirm your reservation. After this time, your reservation will be automatically canceled.

### 1.2- The payment of the stay:

In the event of a reservation more than 30 days before the start of the stay, a deposit corresponding to 30% of the total amount of the stay will be requested.

The reservation will only be final after receipt of this deposit within a maximum of 72 hours. The balance must be paid 30 days before the start of the stay at the latest.

If the reservation is made 30 days or less before the start of the stay, payment of the full price of the stay will be required to confirm the reservation.

A last minute reservation made by telephone at the customer's request constitutes acceptance of the general conditions of sale that the customer acknowledges having read and accepted.

All reservations must be fully paid before arrival on site.

All stays must be paid in full before arrival.

Failure to pay the balance before arrival may result in the refusal of your reception at the place of stay and be considered a last minute cancellation.

The supporting documents giving entitlement to price reductions must be received at the latest when paying the balance of the stay. They cannot be retroactive.

#### 1.3-No presentation on site

For lack of information from you, your accommodation will no longer be considered as available from midnight on the day of your arrival.

# **Article 2 - Prices**

# 2.1 - Determination of tariffs

The published prices are subject to modification depending on internal commercial decisions or new regulatory decisions (VAT for example).

In addition to the price of the rental or the package:

- The amount of the services chosen in addition to the rental price, offered on the website.

- Tourist tax: this tax is regulatory and must be paid to the municipality, through Infini Mountain.

Additional services will appear on the invoice and must be paid with the balance of the stay. The customer will be able to consume on the spot additional services except convention which will be invoiced to him at the end of his stay. For the application of "child" rates, as defined on the website, the age taken into consideration is that on the first day of the stay. As such, an identity document may be requested to validate these preferential pricing conditions. The themed and promotional stays detailed on the website constitute an indivisible product which cannot be subject to adjustments in terms of services or prices.

#### 2.2 - Modification of prices

The prices indicated are valid on the dates appearing on the website. They are not contractual. They were established on the basis of economic and fiscal data in force on the date the price was fixed.

In the event of a variation of more than 2% of one or the other of these elements, Infini Mountain reserves the right to pass this variation on to the price of the stay. However, no price revision can be applied in the thirty days preceding departure.

# 2.3 - Promotional price reductions:

Infini Mountain reserves the right to organize promotional operations in compliance with the regulations in force. The prices applied within the framework of these operations are valid only according to the specific conditions of sale linked to these operations and cannot be granted for sales made outside of these. These promotional discounts cannot be combined with other promotions or discounts.

#### 2.4 - Administrative fees

Each reservation gives rise to the perception by Infini Mountain of administration fees for an amount of 15 €. These administration fees cannot, under any circumstances, be reimbursed.

# Article 3 - Course of the stay

# 3.1 - Duration of arrivals / departures stays:

For stays of 7 nights or more, accommodation is made available on the 1st day from 4 p.m. and must be returned before 10 a.m. on the last day.

For short stays, the accommodation is made available on the 1st day from 4 p.m. and must be vacated by 10 a.m. on the last day. If you arrive after the reception has closed, you must notify Infini Mountain in order to be able to access your accommodation (organization of your reception, transmission of access codes).

#### 3.2 - Security deposit:

On the day of arrival a deposit of € 400 per apartment is required. Any disorder or malfunction of the equipment made available must be reported to reception within 24 hours of the arrival of customers.

Otherwise, only the inventory drawn up unilaterally by the Infini Mountain teams will be valid and all equipment will be presumed to have been delivered in good working order. The security deposit will be returned in full, in part, or will not be returned, depending on any damage or shortages noted in the apartments. An inventory is planned on the day of departure. In the event of a night-time or early departure without a possible contradictory inventory, the deposit is retained and returned later, subject to any deductions for cleaning or repairs. The decision of such a departure without an inventory is equivalent to acceptance of the decision of the Residence.

### COVID-19 specific conditions valid until 04/18/21

To limit physical contact, we have set up a remote pre-check-in in order to settle the tourist taxes, optional services and the deposit. This way we will only have to hand over the keys to you on your arrival.

The departure inventory will be carried out by Infini Mountain staff after the customer has left their accommodation

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# 3.2 - Provision of accommodation and responsibility:

Infini Mountain is committed to making accommodation available to customers on the days and times indicated on the stay voucher. The customer agrees to notify the establishment directly in the event of a delay. The client agrees to vacate the accommodation within the time limit set by the establishment.

The customer is solely responsible for any material and / or bodily damage. He alone will bear the costs of repairing, replacing and other damage linked in particular to a loss of turnover during the period of work being immobilized. The customer agrees to comply with all health and safety rules and the ban on smoking in public premises.

# Article 4 - Modification / Cancellation of the stay

### 4.1 - Conditions for modification or cancellation by the customer:

### **Modification:**

Any modification of the initial reservation, on the part of the customer, concerning one of the following points: dates of stay, type of accommodation, formula of stay - is equivalent to a cancellation of the initial reservation and a new reservation.

In this case, the cancellation conditions for the initial reservation apply as of right.

Cancellation: The administrative costs remain in all cases acquired.

Customers wishing to cancel their stay before departure must inform Infini Mountain in writing.

For any cancellation of stay, the following charges will be applied:

- more than 45 days No compensation
- From 44 to 31 days 30%
- From 31 to 8 days 80%
- Less than 7 days and no-show 100%

Any shortened stay as well as any service voluntarily abandoned by a participant will not be reimbursed, whatever the reason. In all cases, the administration fees are not reimbursed.

# COVID-19 specific conditions valid until 04/18/21

Full reimbursement free of charge in the event that the evolution of the epidemic does not make it possible for you to go on vacation.

# 4.2 - Conditions of modification or cancellation by Infini Mountain:

Infini Mountain may have to modify or cancel a stay or an activity in the event of insufficient participation or external events beyond its control. Furthermore, despite all the attention paid to the creation of the website, errors may exist. Also, in the event of data entry errors or omissions on its website, Infini Mountain reserves the right of rectification. However, this right cannot call into question reservations made before the rectification date. These would be honored according to the conditions brought to the attention of the customer at the time of his initial reservation.

Depending on the case, the regulatory part of Book II of the Tourism Code applies as of right.

If Infini Mountain were to cancel the stay chosen by the Customer, the latter will be offered replacement services as soon as possible. The Customer must within 72 hours of the notification make known his acceptance or rejection of said proposal. In the absence of a response within these deadlines, the Customer will be considered to have accepted these replacement services. The price corresponding to these services will therefore be due.

In the event that the Customer refuses this proposal within the time limit, Infini Mountain will reimburse him for all the sums paid, without prejudice to the damages to which he could claim.

Infini Mountain may however cancel the stay without having to follow the procedure described above in three cases, namely:

- if the minimum number of registered participants of 10 for theme stays is not reached.
- if the minimum number of registered participants of 20 for the opening of an establishment is not reached.
- Cancellation may take place no later than 21 days before departure if the cancellation is attributable to a case of force majeure, namely in particular political instability, acts of terrorism, insurrectionary movements, strikes, explosions, natural disasters, etc. ..

#### 4.3 - Cancellation insurance

At the time of booking, the customer can take out cancellation insurance in the amount of € 16 per file.

CANCELLATION FOR MEDICAL REASONS	According to the conditions of the cancellation fee schedule 12.000 € / rental	Medical reason: No excess
CANCELLATION ALL EXCEPT		Other reasons:10% of the amount of the cancellation fee Maxi: 150 € / file
COSTS OF INTERRUPTION OF STAY Reimbursement of land services not used on a pro rata basis, in the event of premature return	6000 € / rental	Without franchise
PUBLIC LIABILITY VILLEGIATURE  - Bodily injury and material damage following fire, explosion, water damage  - In the event of accidental material damage to movable and immovable property belonging to the owner of the insured premises	1.500.000 € / event 3.000 € / event	Deductible: 75 € Excess: 30 € including broken glass
NONCOMPLIANCE  - Non-compliance of the property: refusal of occupation by the tenant following a non-compliance of the rented property  - Hotel costs incurred	Amounts kept by the owner up to a limit of 12.000 € / rental up to 75 € / person and limited to one night	Without franchise

### Article 5 - Transfer of the contract

The client (s) can assign the contract before departure. The latter must imperatively inform Infini Mountain to this effect, at the latest 72 hours before the start of the stay, indicating precisely:

- the name (s), first name (s) and address of the assignee (s) and of the participants in the stay,
- he can justify that they meet the same conditions as him for the stay. This transfer will result in additional invoicing of € 20.

#### **Article 6 - Insurance**

### 6.1 - Responsibility:

In any case, Infini Mountain can not be held responsible due to circumstances of force majeure, due to third parties unrelated to the provision of the services provided for in the contract or for poor performance of the contract attributable to the customer. It is also specified that additional services outside of agreements, as well as pre and / or post deliveries taken at the sole initiative of the customer, are in any event the exclusive responsibility of the external service providers in charge of their organization.

We advise you to be covered for civil liability (bodily injury or material damage) and for holiday flies.

There is no individual insurance attached to your reservation. Our insurances cover our responsibilities in accordance with the regulatory part of Book II of the Tourism Code setting the conditions for exercising activities relating to the organization and sale of trips or stays.

## 6.2 - Theft - damage:

The rental of a residence is not the responsibility of the hoteliers. Consequently, Infini Mountain cannot be held responsible for any loss, theft or damage to personal items both inside and outside the facilities (housing, common premises, car parks, recreation areas). It is not recommended to bring valuables or large sums of money.

# 6.3 - Insurance:

Infini Mountain declares that it benefits from professional liability insurance taken out with an insurance company for accommodation services only.

### **Article 7- After-sales**

#### 7.1 - Complaint

Any complaint concerning a trip or a stay must be sent by registered letter with acknowledgment of receipt to the attention of Infini Mountain, sales department. This complaint must first be reported on site and in writing to the Head of the Infini Mountain establishment. To be taken into account, this complaint must be received no later than eight days after the end of the services.

### **7.2 - Dispute:**

It is expressly agreed between Infini Mountain and the customer that will have sole jurisdiction, in the event of any dispute of any kind, interpretation, execution or breach of contract and more generally concerning the relations existing between the parties, the commercial court of Gap (05).

# **Article 8 - Distance selling**

# 8.1 - Validation of the sale

To validate his reservation, the latter will be asked for a minimum payment of the deposit by credit card (the entire stay if less than 30 days before arrival). Without payment, the reservation can in no case be considered as confirmed.

### 8.2 - Right of withdrawal

The customer having made a payment by credit card in the internet reservation process, will in no case be able to claim the right of withdrawal from which consumers benefit when they conclude a distance selling contract. According to Article L.121-20-4-2 ° of the Consumer Code, this right of withdrawal does not apply to accommodation, transport, catering and leisure activities.

#### 8.3 - Promotions

Promotions are effective from their date of validity on our website. These promotions are in no case retroactive or valid after their expiry date of the offer.

### **Article 9 - Acceptance**

The sending of the partial or total payment of the stay by any buyer implies acceptance of the general and special conditions of sale which he acknowledges having read.

Infini Mountain undertakes to comply with the "Computing and Liberties" regulations. Each natural person has the right to access and rectify the information recorded.