

CENTRAL RESERVATION OFFICE - GENERAL CONDITIONS OF SALE

Article 1 – “Saint-Lary Tour” is the central sales platform for tourist office at Saint-Lary. Subject to the law of 13 July 1992, Saint-Lary Tour sells and takes bookings for various services on behalf of its members within its geographical zone.

Holder of a travel agent's licence number **IM065140007** and a financial bond provided by the *Association Professionnelle de Solidarité du Tourisme*, 15 Avenue Carnot, 75017 Paris.

Article 2 – Liability: Saint-Lary Tour offer services to its clients and is the client's sole point of contact. It is duly accountable for the performance of the obligations arising from the present conditions of sale. Saint-Lary Tour may not be held liable in the event of accident or force majeure, or for the acts of persons that are not involved with organising or providing the services.

Article 3 – Reservation and payment: Reservations become binding as soon as a 30% advance payment has been made to the *Office de Tourisme*, before the deadline stated on the booking contracts.

Booking contracts between the parties may not be transferred to a third party, whether in part or in full, an individual or a corporate body, without express written approval from Saint Lary Tour. The client formally undertakes to pay Saint-Lary Tour the balance of the price remaining payable for the agreed service at least 30 days before arrival. For contracts dated less than 29 days before arrival, the full amount is payable in advance. Payments are accepted by cheque, *chèque vacances* or debit card, made out to *Trésor Public*. Last-minute reservations (less than 7 days before the date of the stay) must be paid by debit/credit card. After you have paid the balance of your stay, we will send you one or more coupons that you must give to the provider(s) on the day of your arrival or when you use their service.

For holiday rentals, you will be asked to pay a damage deposit when you are given the keys. Without a deposit, you will not be able to move in to the accommodation.

If you fail to respect these conditions you will be considered as having cancelled your stay, notwithstanding prior agreement.

Article 4 – Arrival: The coupon states the time and the place where you must go on the arranged arrival date. If you are unable to attend at that time, you must inform the provider directly.

Article 5 – Changes or cancellations:

A) Changes made by the Client: Changes to confirmed bookings must be requested in writing. Only changes notified in a new contract returned by us will be deemed to have been accepted. Changes written directly by Clients on any Saint Lary Tour documents will not be taken into account. The payment of the balance cannot, under any circumstances, be conditioned upon the changes. Any change requested concerning the date of your stay or of your accommodation shall entail the cancellation of your initial order (with payment of the cancellation fee), and a new booking will be made.

The new order will be booked under the conditions applicable to individual sales, subject to availability.

A fee of 20 Euros will be charged for all booking changes.

B) Cancellation by the client: if you cancel your booking you must send a cancellation letter to Saint-Lary Tour by registered post with return receipt requested. The cancellation fee charged will depend on the date of the cancellation and is calculated as follows:

More than 30 days before the arrival date: 30% of the total cost of the stay will be retained (equal to the deposit). Between 30 and 16 days before the date of arrival: a penalty of 50% of the total cost of the stay will be applied. Between 15 and 8 days: 75% of the total cost of the stay will be payable. Less than 7 days before, or in the event of a no-show, 100% of the cost of the stay will be payable. If we do not hear from you within 24 hours of the arrival date stated in the contract, the present contract will be null and void and Saint-Lary Tour will have free disposal of the accommodation. You will have to pay any unpaid part of the price within 8 days. If you have taken out cancellation insurance with Saint-Lary Tour and if the policy covers cancellation, you may claim back the amounts retained. Saint-Lary Tour will not, under any

circumstances, give a refund. The booking fee and cancellation insurance will be retained by Saint-Lary Tour.

C) Leaving before the end of your holiday: If you leave earlier than planned, the price of your holiday will be kept by Saint-Lary Tour. No refunds will be made. If you took out cancellation insurance when booking, check the conditions of the policy, which can be downloaded at www.saintlary.com.

Article 6 – Modification by Saint-Lary Tour of a significant element of the booking contract: If, before the planned start of the service, Saint-Lary Tour has to make a change to one of the essential elements of the contract, the purchaser may, after being informed about the situation by Saint-Lary Tour by registered post with return receipt requested:

- either cancel the booking and receive an immediate, full refund without any penalties,
- or accept the modification or replacement proposed by Saint-Lary Tour: an amended booking contract, describing the changes that have been made, will then be signed by the parties.

If the price is lower, the difference will be deducted from the amounts payable by the client, if any; if the client has already paid more than the price of the modified service, the difference will be refunded.

Article 7 – Cancellation by Saint-Lary Tour: If Saint-Lary Tour cancels the services before the start date, it must inform the client by registered post with return receipt requested.

The client will immediately receive a full refund of all sums paid, without penalties.

These provisions do not apply if the client signs an agreement accepting the substitution offered by Saint-Lary Tour.

Article 8 – If Saint-Lary Tour is prevented from supplying the services stated in the contract during the stay: If, during your stay, Saint-Lary Tour is prevented from supplying an essential part of the services described in the contract, representing a significant percentage of the price paid, Saint-Lary Tour will offer a replacement service for the same price, even if the value of the services is higher. This does not affect the client's right to claim compensation for any prejudice suffered. If the service accepted by the client is of a lower value, Saint-Lary Tour will refund the difference.

Article 9 – Leaving before the end of your holiday: In the event of early termination of the service by the client, no refunds will be made, unless the reason for leaving early is covered by the client's cancellation insurance.

Article 10 – Maximum capacity: The booking contract states a maximum capacity of persons. If the number of participants exceeds the maximum capacity, the service provider may refuse the extra guests. In such a case, Saint-Lary Tour will not refund the price paid for the service.

Article 11 – Prices of holiday packages:

a) In hotels: the prices include the room, or the room with breakfast, or half-board, or full-board. Unless otherwise stated, the prices per person are calculated on the basis of two persons sharing a room in the lowest priced hotel. They do not include: **tourist tax, transport, drinks and other purchases, cancellation insurance and travel insurance**. When a single guest occupies a double or twin room, a "single occupancy" supplement will be charged.

Children's prices are available in some hotels.

Group prices (per person, based on a group of 15 persons) are calculated on the basis of two persons sharing a double room (unless otherwise stated). Check-in on arrival is from 4pm and check-out on departure is before 10am (unless otherwise stated).

b) In holiday rentals: the prices stated include the holiday rental accommodation. Unless otherwise stated, prices per person (outside school holiday periods) are calculated on the basis of two persons sharing the lowest priced holiday rental. Prices do not include: tourist tax, transport, drinks and other purchases, public liability insurance, meals, breakfast, cancellation insurance and travel insurance. Check-in is from 4pm on Saturdays and check-out is by 10am on the following Saturday (unless otherwise stated).

c) Other services: Prices shown are per person. For thermal spa breaks such as the “*Forme et Santé*” week, the price does not include a medical check-up with the spa's doctor.

Article 12 – Booking fee: a booking fee will be charged for each reservation.

Article 13 – Inventory report at holiday rentals: the owner (or their representative) of your holiday rental may prepare an inventory report with you on arrival and on departure. The inventory report will be the only reference if a dispute arises over the condition of the property.

The state of cleanliness of the property should also be mentioned on the report. Guests are responsible for cleaning the property during their stay and before their departure, unless otherwise stated.

Article 14 – Damage deposit for holiday rentals: Guests may be required by the property owner (or their representative) to pay a damage deposit. The deposit must be refunded no more than one month after departure, after deducting any supplements used by the guest during the stay and compensation for any damage that may have been caused.

If the guest leaves earlier than the time mentioned on the property listing, preventing the inventory report from being done on the same day as the guest's departure, the deposit must be returned by the owner within no more than fifteen days.

Article 15 – Domestic animals: The present contract states the conditions under which domestic animals may be accepted by the accommodation owner. Owners may refuse to accept animals if guests do not comply with these conditions. A supplement for pets may be charged for the duration of the stay when the keys are handed over.

Article 16 – Expenses: At the end of the stay, guests will be asked to pay the owner of the accommodation any expenses that were not included in the price of the holiday, such as cleaning. The amount guests will be asked to pay is stated in the contract and on the property listing. The owner will give the guest a receipt. **Tourist tax will be charged by the host or by the agent (see the appendix below).**

Article 17 – Non-accommodation services: guests must respect the safety regulations of each provider.

Article 18 – Insurance: guests are responsible for any damage they cause. You are advised to take out public liability insurance cover. The Tourist Office has taken out professional liability insurance cover provided by ALLIANZ IARD – 87 Rue Richelieu - 75002 PARIS.

We offer optional cancellation insurance (Europ Assistance – 1 Promenade de la Bonnette – 92230 GENNEVILLIERS), which covers you if you have to cancel your booking. Please refer to the general provisions of the cancellation insurance policies (*Open location saisonnière* N°52124582 and *Open Tourisme* N°52124583).

The price of this cancellation insurance is stated in the option agreement (3% of the price of the booking). This insurance can only be taken out when the booking is made and only covers the services ordered by customers on that date. Once taken out, the insurance cannot be cancelled.

Article 19 – Disputes: all complaints about services must be sent within 2 days of arrival to the Tourist Office, who will attempt to bring about an amicable settlement.

Article 20 – Referring a complaint to the *Médiateur du Tourisme et du Voyage* (Tourism and Travel

Mediator): After referring a complaint to the service (after-sales, after-travel service, etc.), if no satisfactory response – or no response at all – is received within 60 days, the client may refer the matter to the Tourism and Travel Mediator, at the address and in the manner stated on their website: www.mtv.travel.

Article 21 - Personal data: The information we collect will be processed by computer for the purpose of managing your reservation. The data may be used to send you messages. In accordance with the *Informatique et Libertés* data protection law of 6 January 1978, amended in 2004, you have the right to access and rectify your personal data. If you wish to exercise this right, contact the *Office de Tourisme*.

Articles 95-103 of order N°94-490 of 15 June 1994 defining the conditions of carrying out the business of organising and selling holidays and stays.

SPECIAL CONDITIONS

Prices: see the conditions applicable to each product or service. Prices and services are subject to change caused by economic fluctuations. Providers are entitled to refuse to supply or stop supplying a service to guests that are breaking the law. All supplements not included in the contract will be invoiced separately, for immediate payment.

Registered office: Office de Tourisme

37 Rue Vincent MIR – 65170 SAINT-LARY SOULAN

Tel.: 05 62 39 50 81 - Fax: 05 62 39 50 06

E-mail: reservation@saintlary.com 

Website: www.saintlary.com

APPENDIX

The following table shows, as a guide, the tourist tax rates applicable from 1st December 2015

Type and category of accommodation	Tourist tax for the <i>communauté de communes</i> AURE 2008 per person and per night	Additional tax for the <i>département</i> per person and per night	Total tax per person and per night
Luxury hotels and other establishments with equivalent tourism classification	€ 3.64	€ 0.36	€ 4.00
5-star hotels, 5-star apartment hotels, 5-star furnished tourist accommodation	€ 2.73	€ 0.27	€ 3.00
4-star hotels, 4-star apartment hotels, 4-star furnished tourist accommodation	€ 1.09	€ 0.11	€ 1.20
3-star hotels, 3-star apartment hotels, 3-star furnished tourist accommodation	€ 0.91	€ 0.09	€ 1.00
2-star hotels, 2-star apartment hotels, 2-star furnished tourist accommodation	€ 0.68	€ 0.07	€ 0.75
1-star and unclassified hotels, 1-star and unclassified apartment hotels, 1-star and unclassified furnished tourist accommodation, holiday villages, bed-and-breakfasts, <i>gîtes</i> and halts	€ 0.59	€ 0.06	€ 0.65
Campsite spaces for camping cars and tourist parking, for each 24-hour period	€ 0.45	€ 0.05	€ 0.50
3, 4 and 5-star campsites and caravan parks	€ 0.36	€ 0.04	€ 0.40
1 and 2-star campsites and caravan parks	€ 0.20	€ 0.02	€ 0.22