

# Hotel La Découverte \*\*\*

Route des Boutières - 43150 LES ESTABLES - FRANCE - Tel: (+33)(0)4 71 08 30 08 - fax : (+33)(0)4 71 08 30 41

mail : estables@ladecouverte.com - website : www.decouverte-estables.com

Member of Les Hôtelières Randonneurs : www.randonnee-hotels.com

## General Terms of Sale

### Organized stays for individual customers

#### 1. Booking of a stay :

##### a. Booking by post, telephone or e-mail

Subject to checking availability for the requested week by telephone, post, fax or e-mail, the customer will be sent a booking form to fill in and return to the hotel to confirm the booking, together with a cheque for 30 % of the total amount as a deposit. In case of a late booking, less than 21 days before the departure, the hotel will ask you the full payment of the stay.

The hotel will send the customer a receipt for the deposit by post or e-mail.

The customer's signature of the booking form implies acceptance of these general terms of sale.

##### b. Online booking on the hotel internet site

Booking will be considered as definite only after advance payment by bank card : its amount will represent 30% of the whole value of the stay. In case of late booking, less than 21 days before departure day, total payment for the stay will be demanded.

Online booking will be conditioned to the client's agreement with the present general terms and conditions of sale.

#### 2. Firm booking :

Bookings are firm when the deposit is paid. If the booking is cancelled by the customer, the deposit will be refunded subject to the terms below.

#### 3. Payment of balance :

Payment of the balance corresponding to the amount of the stay will have to be made 21 days before beginning of stay, either by cheque, visa or Mastercard (other cards are not accepted). Payment of other costs (drinks, visitors' tax, ski package..) will be made at the end of the stay.

#### 4. Cancellation :

##### a. If the customer cancels the booking within the deadlines stated below :

- more than 30 days before the start of the stay: the full deposit will be refunded.
- Between 30 and 22 days before the start of the stay: the hotelier will retain the deposit.
- Between 21 and 8 days before the start of the stay: 50% of the price of the stay will be charged.
- Between 7 and 3 days before the start of the stay: 75% of the price of the stay will be charged.
- Less than 3 days before the start of the stay, or in the event of a « no show »: 100% of the price of the stay will be charged.

Cancellation will have to be confirmed by the client by registered mail. Only the mailing date will be taken into account for the calculation of cancellation charges. The amounts withheld may be reimbursed by the cancellation insurance if the client subscribed to it at the time of booking under the terms and conditions of the insurance company. A proof or a medical certificate will be demanded.

##### b. In case of booking cancellation from the hotel :

In case of cancellation from the hotel for insufficient number of participants for example, the whole of the sum payed by the client will be entirely reimbursed. The Hotel Manager commits himself / herself to make equivalent stay suggestions in other accommodation structures. Cancellation will not occur less than 21 days from the beginning of the stay and will not entail payment of penalties by the Hotel Manager.

##### c. Assignment of contract by the client

In case of cancellation from the client, the latter may assign his booking contract to an assignee who fulfills the same terms and conditions as himself / herself to make his / her stay. The client is required to inform by any means the Hotel Manager of his / her decision in order to obtain an acknowledgment of receipt before the beginning of the stay.

#### 5. Information on the cancellation / interruption insurance contract for the stay :

The Hotel Manager suggests at the time of booking an insurance contract covering consequences of certain cases of cancellation. Subscription to the contract is optional however really recommended and must intervene at the time of booking.

#### 6. Anticipated departure :

Any unexpected departure in the course of the stay cannot entail reimbursement of the whole or part of the services forming the final price. Similarly, non-participation to provided activities or services entails no reimbursement.

#### 7. Checking-in time :

Guests can check in from 4 pm on the day of arrival and must check out by no later than 10 am on the day of departure.

#### 8. Prices :

Prices are inclusive of all taxes , in full board for the guided holidays, in half board for the holidays without guide, from dinner on the 1<sup>st</sup> day to breakfast on the 8<sup>th</sup> day. They do not include the visitor's tax, drinks served during meals and at the bar, or any personal expenses such as telephone calls, shop purchases, stamps, etc. The hotel reserves the right to change its prices further to changes in the law or regulations that may affect its pricing.

#### 9. Liability :

The client is solely liable for any property damage and / or physical injury caused by him / her inside and outside the hotel during his / her stay. The client commits himself / herself to have an individual and multi-risks third party insurance covering the activities provided for during his / her stay.

#### 10. Progress of the stay

The client participating to a stay with activities is aware of the nature of the surroundings in which he progresses, that is to say medium mountains without any particular difficulties. He / she certifies that he / she is physically capable to participate to the suggested activities within the scope of his / her stay

The Hotel Manager commits himself / herself to respect the technical sheet of the stay chosen by the client. However, he / she cannot be held liable for particular circumstances preventing a good running of the activities (weather forecast, high level risks of storm or avalanches, roads cut or closed sites.). Rambling paths may be altered or adapted according to the weather forecast, the group level or other criteria.

#### 11. Animals

The animals are not accepted in the hotel and during the activities.

#### 12. Complaints :

Complaints regarding the hotel's services will only be admissible if they are sent by the customer directly to the hotel within 8 days of departure.

#### 13. Force majeure :

The obligations herein shall not apply or will be suspended if they cannot be honoured due to cases of force majeure including but not limited to exercise of official authority, hostilities, war, government action, natural disaster, fire, flooding, strikes, etc..

Each party must inform the other without delay if a case of force majeure arises that prevents it from honouring any of its obligations.

Société La Larme d'Ambre - SAS au capital de 5 000 euros

RCS Le Puy en Velay 850 287 251 - NAF : 5510 Z

N° Immatriculation au Registre des Opérateurs de Voyages et de Séjours :  
IMO43190002

Garantie financière GROUPAMA Assurance-crédit & caution - N°4000716733/0

Assurance RCP MUTUELLE ALSACE LORRAINE - BFA IMPLICARE  
15 rue Général de Gaulle - 34200 SETE