



L'ARGALYDE

*Esprit Pyrénées*

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contact@largalyde.com

[www.largalyde.com](http://www.largalyde.com)

SAS SDMS  
SIRET 84361223500013

# General Conditions of Sale

## General provisions

The parties agree that the rental which is the subject of these presents is a seasonal rental, the duration of which cannot exceed 90 days.

The lessor declares to be the owner of the accommodation and to have free disposal and full enjoyment thereof during the defined rental period.

The tenant may not under any circumstances invoke any right to remain in the premises at the end of the rental period.

## Bail

A deposit of a lump sum of 500 euros per apartment is requested upon entering the premises. The deposit will be refunded on the day of departure, or within a maximum of 5 days after any deduction of the costs of repairing the accommodation and / or replacing damaged material goods.

## Use of the premises

The tenant will make peaceful use of the rented accommodation. He will maintain the rented accommodation and make it clean. He must respect the neighbourhood, as well as the internal rules of the building.

If the number of occupants exceeds the capacity indicated in the contract, and without prior agreement, the lessor reserves the right to refuse additional occupants or to terminate the contract.

## Rules of procedure

In order to make your vacation life easier, internal regulations are available to you in our establishment; we thank you for reading it and respecting it. We would like to point out that it is strictly forbidden to - Fit skis, ski boots, sledges, any ski equipment, bicycles and other sports equipment in the apartments / suites or on the terraces - Hang out laundry on the balcony railings. In the event of a breach of these rules, as well as in the event of non-compliance with the internal

regulations, we reserve the right to charge a flat rate of at least € 150 for the damage caused. Any personal items left inside the apartment when vacating the premises does not engage the responsibility of SAS SDMS L'ARGALYDE.

## Animals

Pets are not accepted.

## Inventory

An inventory will be made at the start and end of the rental period. The tenant agrees to notify the landlord as soon as possible of any breakdown, damage or accident in the accommodation.

## Terms of cancellation

### Modification / Cancellation of stay and additional services by the customer

In the event of cancellation or modification, you must notify us by email at [contact@largalyde.com](mailto:contact@largalyde.com), the date of receipt determining the date of modification or cancellation.

Any change in the date of stay will be considered a cancellation and will be subject to the cancellation fees mentioned below.

- If you notify us more than 30 days before the start of your stay, we will reimburse your stay in full. Cancellation is free.
- If the cancellation occurs between 30 and 15 days before your arrival, we keep 25% of the total amount of your stay, including ancillary services.
- If the cancellation occurs between 14 and 8 days before your arrival, we keep 75% of the total amount of your stay, including ancillary services.
- If the cancellation occurs between 7 days and the day of your arrival, we keep 100% of the total amount of the stay, including ancillary services.
- If you do not show up at the place of your stay, we keep 100% of the total amount of the stay, including ancillary services.

No right of withdrawal: We would like to remind you that under Article L 221-28-12 of the Consumer Code, the right of withdrawal is not applicable to accommodation, transport,

catering and of leisure activities provided on a date or at a determined periodicity. So all reservations and orders made on our websites and with a sales advisor at the SAS SDMS L'ARGALYDE reservation center cannot be subject to a right of withdrawal.

In accordance with article L211-14 II of the Tourism Code, you have the right to terminate the contract before the start of the trip or stay without paying a resolution fee if exceptional and unavoidable circumstances occur at the place of destination or at immediate proximity to it, have significant consequences on the performance of the contract or on the transport of passengers to the place of destination. In this case, you are entitled to a full refund of the payments made, without additional compensation.

## **Arrival-departure**

Check-in to the accommodation is possible from 5 p.m.  
The departure must be done before 11am.

\* If, however, the apartments or suites are available before, we will notify our customers.

## **Interruption of stay**

A premature departure or an interruption of the stay cannot give rise to any reimbursement from SAS SDMS (trade name L'Argalyde).

## **Possible modification of our programs and cancellation of the stay by SAS SDMS / L'ARGALYDE**

If circumstances require us to do so, in the event of events beyond our control, and / or in the event of force majeure, we reserve the right to partially or totally modify our programs (total or partial closure of a site, common equipment such as swimming pools, Jacuzzis, Sauna, Cold Bath, Gym / massage room, Bike area, Parking...).

Conditions for any modifications to the programs: the services and activities announced, as part of the health upgrading of

services, in the context of construction delays, the services and activities announced, as part of on-site leisure, may be modified without notice according to certain local requirements (cultural, sporting, political events, etc.) during which the services are no longer available.

However, if before the date of the stay and in the event of external events imposed on it or exceptional and unavoidable circumstances, SAS SDMS was forced, in an exceptional manner, to modify an essential element of the contract or to cancel your stay, it undertakes to inform you as soon as possible and to offer you, as far as possible, equivalent or superior replacement solutions. If you do not agree to the proposed replacement solution, SAS SDMS will reimburse you in full for the payments made, in accordance with articles L 211-13 and L 211-14 of the Tourism Code.

## **After-sales - Complaints**

The reserving party has 72 hours after arrival to report in writing to the reception of the establishment any dispute concerning the description, quality or cleanliness of their accommodation. After this period SAS SDMS L'ARGALYDE will not take into account any complaint relating to the above points. The taking into account of any possible complaint relating to your stay must imperatively be the subject of a letter thereafter addressed to our Quality Department (by registered letter with acknowledgment of receipt accompanied by a copy of your declaration of dispute to the receipt for the cases provided) this within a maximum of 1 month after the end of your stay, so that we can respond as soon as possible. We would also like to thank you for specifying your reservation number, the place and dates of your stay as well as the type of apartment reserved so as to facilitate the processing of your file.

In the event of non-consumption of a prepaid service, attach a certificate issued by the site, justifying the non-consumption. No refund can be granted during your stay. We remind you that any personal effects left inside your apartment, when vacating the premises, cannot engage the responsibility of SAS SDMS L'ARGALYDE.

## General and specific conditions

Booking one of our stays implies acceptance of our general and special conditions of sale. We present a general description and photos of our apartments for information only. Some apartments are equipped for people with reduced mobility. For more details, do not hesitate to ask our Reservations Department. We remind you, moreover, that any possible request regarding a specific orientation or situation of the apartment is considered a preference and does not constitute a contractual guarantee. All the information concerning the sports and leisure activities of the mountain resorts, as well as their surroundings, are transmitted to us by the Tourist Offices and are communicated to you for information only. They do not engage our responsibility in the event that one of them no longer exists during your stay. For any additional information relating to the life of these stations, please contact their respective offices directly. Since our brochures are printed well in advance, contact our Reservations Department for information on opening dates, sports equipment (type and quantity), activities or services offered by the site and which determined your choice on that -this.

## Responsibility

We would like to bring to your attention that the rental of a tourist residence / Apartments does not fall under the responsibility of hoteliers. Consequently, SAS SDMS cannot be held liable in the event of loss, theft or damage to personal effects in our residences, both in the apartments, in the car park or in the common premises.

SAS SDMS may be held liable for any breach of its obligations, within the limits set by law.

## BLOCTEL device

In accordance with Article L 223-2 of the Consumer Code, we inform you of your right to register on the "Bloctel" telephone canvassing opposition list (<https://conso.bloctel.fr/>).

## Terms and conditions

The general conditions of sale are in accordance with the provisions of Decree No. 94-490 of 15 June 1994 made under Article 31 of Law No. 92-645 of 13 July 1992 setting out the conditions for conducting activities related to organizing and selling travel or accommodation. To comply with legal provisions, we reproduce articles 95 to 103 of this Decree.

Art. 95 - Subject to the exclusions in the second paragraph (a and b) of Article 14 of the Act of 13 July 1992, any offer or sale of travel services or accommodation, result in the delivery of appropriate documents meeting the rules defined by this Title.

In case of airline tickets sale or tickets on a regular airline not accompanied with services related to these transports, the seller delivers to the purchaser one or more tickets for the entire trip issued by the carrier or under its responsibility. In the case of transport on request, the name and address of the carrier for whom the tickets are issued must be mentioned. The separate billing of various components of a package does not exempt the seller from obligations placed upon it by this title.

Art. 96 - Prior to the contract and on the basis of a written document bearing his name, address and an indication of its administrative authorization, the seller shall send information about prices, dates and other components of the services provided during the stay such as:

1. The destination, the means, characteristics and type of transport used;
2. The type of accommodation, its location, its comfort and its main features, its approval and tourist classification corresponding to the regulations or customs of the host country;
3. Meals provided, if half or full board;
4. The description of the itinerary for a tour;
5. The administrative and health formalities to be carried out, particularly when border crossing, and the time of completion;
6. Visits, excursions and other services either included in the package, or available at an extra cost;
7. The minimum or maximum size of the group for the journey or the stay. Or, if the journey or stay is subject to a minimum number of participants, within the limits of consumer

information in case of cancellation of travel or stay, that date may not be fixed less than 21 days before departure;

8. The amount or percentage of the price to be paid as a deposit when signing the contract and the schedule of payment of the balance;

9. The terms of price adjustment as provided in the contract pursuant to section 100 of this Decree;

10. The cancellation of a contractual nature;

11. The cancellation policy (set out in Articles 101, 102 and 103)

12. Details of the risks covered and the amount of coverage under the insurance contract covering the consequences of the professional liability of travel agencies and the civil liability of associations and non profit organizations and local tourism;

13. Information on the optional inclusion of an insurance contract covering the consequences of the professional liability of travel agencies and the civil liability of associations and non profit organizations and local tourism;

Art. 97 - Prior information to the consumer binds the seller, unless in the latter, the seller expressly reserves the right to change some elements. In this case, the seller must, clearly indicate to what extent these changes may occur and on which elements.

In any event, changes made to the prior information must be communicated in written form to the consumer before the contract is concluded. Art. 98 - The contract between the seller and the buyer must be made in written form, in duplicate; one of them is given to the buyer and signed by both parties. It must contain the following clauses:

1. The name and address of the seller, its guarantor, insurer and the name and address of the organiser;

2. The destinations of the journey and, in case of a holiday, the various periods and their dates;

3. The means, characteristics and types of transport used, the dates, times and places of departure and return,

4. The type of accommodation, its location, its comfort and its main characteristics, its tourist classification under the regulations or customs of the host country;

5. The number of meals provided in case of half board or full board;

6. The route in the case of a circuit;

7. Visits, excursions or other services included in the price of the trip or stay;



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8. The total price of services billed and an indication of any possible review of the billing pursuant to the provisions of section 100 below;

9. The indication, if applicable, of royalties or fees for some services, such as landing taxes, embarkation or disembarkation at ports and airports, tourist taxes, where not included in the price of the services provided;

10. The timing and modalities of payment; in any event, the last payment made by the buyer will be less than 30% of the travel or holiday and must be made when submitting documents for the journey or the stay;

11. The conditions requested by the buyer and accepted by the seller;

12. The manner in which the purchaser may make a complaint against the seller for non-performance or improper performance of the contract. The complaint must be sent as soon as possible, by registered letter with acknowledgment to the seller, and reported in written form, possibly to the tour operator and provider of services;

13. The deadline for informing the buyer in case of cancellation of the trip or stay by the seller, or if the journey or stay is linked to a minimum amount of participants, in accordance with 7 ° section 96 above;

14. The cancellation of the contract;

15. The cancellation policy provided by Articles 101, 102 and 103 below;

16. Details of the risks covered and the amount of coverage under the insurance contract covering the consequences of the professional liability of the seller;

17. Information regarding the insurance contract covering the consequences of some cases of cancellation subscribed by the purchaser (policy number and insurer's name) as well as information regarding the assistance contract covering some risks, including repatriation costs in case of accident or illness. In this case, the seller must give the buyer a document specifying at least the risks covered and risks excluded.

18. The deadline for informing the seller in case of transfer of the contract by the buyer;

19. The commitment to provide in written form to the buyer, at least 10 days before the scheduled date for his departure, the following information: name, address and telephone number of the vendor's local representative or, default names, addresses and telephone numbers of local organisations that can assist the consumer in case of difficulty or, failing that, the phone number



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to establish urgently a contact with the seller for travel and stays of minors abroad, a phone number and an address to be able to have a direct contact with the child or the person's place of residence

Art. 99 - The buyer can transfer the contract to a transferee who meets the same requirements as him, to make the trip or stay, as long as the contract hasn't have any effect.

Unless stated more favourable to the transferor, he must inform the seller of his decision by registered letter with acknowledgment of receipt within 7 days before arrival. In the case of a cruise, this period is extended to 15 days.

This assignment is not subject, in any case to a prior authorization from the seller.

Art. 100 - When the contract contains a possibility of an express right to revise prices, within the limits laid down in Article 19 of the Act of 13 July 1992, it must indicate the modalities of calculation, both upside and downside, price changes and also the amount of transportation costs and related taxes, the currency or currencies that may affect the price of the trip or stay, the price share to which the variation applies, the course of the currency or currencies chosen as a reference when setting the price in the contract.

Art. 101 - When, before the arrival of the buyer, the seller is forced to make a change on one of the main element of the contract, such as a significant increase in price, the buyer may, without prejudice to recourse for compensation for any loss suffered, and after being informed by the seller by registered letter with acknowledgment of receipt:

- Either cancel the contract without penalty and get an immediate refund of the money paid;
- Or accept the change or the alternative offer proposed by the seller, an addendum detailing the changes is to be signed by both parties; any decrease in price is deducted from the rest due by the purchaser and, if the payment already made by the latter exceeds the price of the service changed, the overpayment must be returned before the date of his departure.

Art. 102 - In the case provided by Article 21 of the Act of 13 July 1992, when, before the buyer has left, the seller cancels the trip or stay, he must inform the buyer by registered letter with acknowledgment reception. The buyer with no need to claim reparation for any loss suffered, obtains from the seller the immediate refund of the amount paid without penalty. The purchaser receives, in this case, compensation at least equal to

the penalty that would have paid if the cancellation would have been made from him on that date.

The provisions of this Article shall in no way prevent from the conclusion of a friendly agreement, having as a goal the acceptance by the buyer, of a substitution journey or holiday proposed by the seller.

Art. 103 - When, after the departure of the buyer, the seller is unable to provide a major part of services under the contract representing a significant percentage of the price paid by the buyer, the seller must immediately take the following without prejudice to claim reparation for any loss suffered:

- either offer services to replace the services provided and bear any additional cost and, if the services accepted by the buyer are of inferior quality, the seller must reimburse him, upon his return, the price difference.

## **SAS SDMS / L'ARGALYDE commitment: COVID health measures**

Because the health of our customers and employees is particularly important to us, we have implemented reinforced measures in terms of hygiene and protection according to the recommendations of the health authorities.

Therefore, SAS SDMS L'ARGALYDE undertakes to:

1. Follow the recommendations of the health authorities to adapt our approaches and our procedures to fight against Covid-19,
2. Take into account the barrier gestures and carry them out by our teams and provide them with personal protective equipment,
3. Set up signage and display on preventive measures, barrier gestures, respect for social distancing in all reception and recreational areas,
4. Make hydro-alcoholic gel available in common areas for customers and our teams,
5. Adapt reception capacities and establish a circulation and marking plan in the reception areas of our residence, in order to ensure respect for social distancing (eg: marking of the ground, installation of plexiglass protection in the reception, etc.) ,

6. Increase the frequency of cleaning common areas, reception and recreational areas, frequently touched surfaces (such as access doors, door handles, etc.) with specific products, adapted to fight against Covid-19 ,
7. Ensure hygiene and maintenance of household linen and sheets for the apartments, according to the measures recommended by the health authorities,
8. Ventilate and disinfect the apartments between two stays,
9. Adapt access to reception and recreational areas as well as additional services to the recommendations of health authorities.
10. Ensure and comply with a risk management protocol in the event of suspected Covid-19 contagion The objective is to welcome you in complete safety.

These measures can therefore be supplemented with the aim of improving the health and safety protection of everyone on a daily basis.