

# TERMS AND CONDITIONS

## **1 – APPLICABLE TERMS**

These General Terms and Conditions of Sale (hereinafter referred to as "GTC") apply to the sale of hotel services provided by Les Grands Montets Hotel & Spa, hereinafter referred to as the "Hotel," for the organization of weddings and private events.

The GTC are addressed to any contracting party capable of contracting, i.e., of legal age and not under guardianship or trusteeship, and having the capacity to commit the entity they represent if applicable (hereinafter referred to as "the Client").

The GTC are sent to the Client along with the contract or quotation to enable them to make their reservation. Any reservation thus implies full and unconditional adherence to the contract/quotation and these GTC.

In the event of any discrepancies, the provisions set forth in the quotation/contract shall prevail over the GTC.

SAS Grands Montets 3300, trading as "Les Grands Montets Hotel & Spa," 340 chemin des arbérans  
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+33 4 50 54 06 66, info@hotel-grands-montets.com,  
SAS with a capital of €107,970.00, Siret: 3107 45666  
00027, VAT number FR80310745666

## **2 – PRICES**

The prices indicated are in Euros and inclusive of VAT, and take into account the applicable VAT rate on the day of booking. Any change in the applicable rate or any modification or introduction of new legal taxes by the competent authorities will automatically be reflected in the prices indicated on the date of invoicing.

The prices indicated only include the services strictly mentioned in the reservation. Additional services provided by the hotel during the stay and the tourist tax will be added to the price mentioned in the reservation at the time of billing. The prices mentioned on the website are subject to change without notice, and only the price indicated in the booking confirmation is contractual.

## **3 – DURATION**

This contract comes into effect from the date of signature of the contract/quotation and automatically terminates on the date of the final fulfilment of the obligations under the contract/quotation and these GTC. The contract/quotation and the GTC will not, under any circumstances, be subject to automatic renewal.

## **4 – CONFIRMATION**

The Client must confirm its reservation in writing before the option date indicated in the quotation and return the signed contract along with the GTC, duly dated, initialled on each page, and signed by the Client with the mention 'Approved.'

These documents must be accompanied by the payment of the deposit referred to in Article 8, which constitutes a substantial and determining condition of the reservation for the hotel. Once the Client has signed the contract, he will be liable for the deposit. In the event of failure to pay the deposit by the Client

within the deadlines specified in the quotation/contract, the Hotel will not confirm the reservation and will not guarantee the availability of the reserved spaces/rooms. The Hotel will consider the absence of payment of the deposit as a cancellation, and the Client undertakes to pay the amounts that may be due according to the cancellation conditions provided for in Article 7 of these GTC.

## **5 – ORGANIZATION**

### **5.1 Rooms.**

The Client undertakes to provide the Hotel with the list of participants' names and room allocation ('rooming list') no later than 8 days before the scheduled arrival date. The reserved rooms are available from 9:00 am on the day of arrival. They must be vacated no later than 2:00 pm on the day of departure; any extension will result in an additional night's charge at the displayed public rate.

### **5.2 Spaces**

The client must specify the setup of the reserved spaces (banquet room or dining area) no later than 4 days before the group's arrival. If the total number of participants exceeds 70 people, the Client undertakes to rent additional furniture himself from a provider or with a partner of the Hotel.

## **6 – NO-SHOWS**

In the event of the group's no-show at the hotel or in the absence of modification or cancellation of certain services specified in the contract, the Hotel will invoice the Client the full amount including taxes of the reserved event. The Client undertakes to pay the amounts due in case of no-show according to the conditions defined in the contract/quotation and in Article 8 of the GTC.

## **7 – CANCELLATION**

These cancellation conditions do not apply in case of force majeure.

Cancellation of all or part of the initial reservation must be communicated in writing to the Hotel. Any change of dates is considered as a total cancellation which results in invoicing of the following penalties:

- More than 60 days before the start of the reservation: 30% of the quotation.
- Between 60 days and 30 days before the start of the reservation: 60% of the quotation.

- Less than 60 days of arrival or in case of no-show, the service will be invoiced in full.

## **8 – PAYMENT TERMS**

### **8.1 Deposit**

A first deposit of 30% of the total amount of the event VAT-inclusive is required upon reservation. A second deposit of 30% is required 60 days prior to the event. The balance is due 30 days before the event date. In the event that these three deposits are not paid by the Client within the specified deadlines, the

Hotel will not be able to block the agreed spaces and rooms. The Client will be liable for the deposits specified in the contract/quotation. The contract/quotation will then be terminated due to the exclusive fault of the Client.

The payment of a deposit by the Client results in the issuance of a deposit invoice by the Hotel. It is issued after receipt of the deposit.

In the event of a reservation within a shorter period than one of the steps specified for the deposit payment, the first deposit will be combined with the payment of the second deposit and will therefore be due on the date of reservation.

### **8.2 Payment deadline**

The deposits will be deducted from the final invoice subject to the application of cancellation fees or other possible charges (e.g., services consumed by the Guests and remain unpaid by them). The Client undertakes to settle the final invoice on the departure day. No further extension will be granted. Any late payment will result in penalties based on 1.5 times the legal interest rate with a minimum of €40 excluding tax. The legal fees incurred by the hotel to recover the debts are the responsibility of the Client. If guests are responsible for paying their extras, they must settle them upon departure from the Hotel. In the event of non-payment by the guests, the Client undertakes to settle these extras at the hotel reception on the day of the group's departure.

### **8.3 Means of payment**

Invoices and deposits are payable in euros. Only payments by bank transfer or through a secure electronic payment link (Payzen) will be accepted for the settlement of deposits. Bank fees related to deposit payments are borne by the Client. The final invoice and participants' extras can be settled on-site in cash (up to the legal limit) or by credit card, Visa, Mastercard, or American Express. If the final invoice is settled a few days after the event, the accepted payment methods are the same as those applied to deposit payments.

### **8.4 Intermediary commission**

In the event of intermediation in the organization of the event, the commission applies only to the amount of services consumed and duly collected by the Hotel and will be subject to specific invoicing by the intermediary. The commission amount is calculated on the net price. The commission amount obtained is therefore a net amount to which VAT will be added in accordance with the applicable rate on the date of invoicing of the commission.

## **9 – COPYRIGHT**

The Client shall personally take care of all declarations and payment of all rights, notably to SACEM, for the broadcasting of musical works and more generally for any entertainment within the premises of the Hotel (orchestra, show, records, etc.). The Client must provide the Hotel, prior to the event, with written proof of declaration made to SACEM. The Client indemnifies the Hotel against any claim related to the use of these rights against the Hotel and furthermore undertakes to bear all related costs.

## **10 - PHOTOGRAPHIC COVERAGE**

The Client is kindly requested to inform the Hotel in advance of the possible presence of a photographer and he is responsible for obtaining all necessary permissions. The Client also undertakes to verify any publication/online posting of the content and ensure that this content does not harm the Hotel's image; otherwise, the Client's liability may be incurred.

## **11 – INSURANCE FOR DAMAGE – BREAK - THEFT**

The Client is responsible for the custody of goods and materials brought by himself or the participants. The Client certifies to have obtained insurance from a reputable company to cover the pecuniary consequences of their civil liability, particularly guaranteeing damages and risks related to the exercise of their profession and, more generally, any losses caused to the Hotel. They undertake to maintain sufficient coverage of their liability for the entire duration of the hotel services, seminars, meetings, conventions, banquets, and receptions. The Client is particularly encouraged to take out specific insurance in case of the presence of large equipment or valuable items, as the Hotel's liability cannot be incurred in the event of damage or theft of said goods.

The Client is responsible for all damages caused by himself (including by the participants or their guests) and undertakes, in case of damage to the premises made available, to bear the costs of restoring these premises. Under no circumstances shall the Hotel be held responsible for damages of any kind, particularly fire or theft, which may affect the objects or materials deposited by the Client or the participants during the event subject to this reservation.

Likewise, any package or parcel delivered to the Hotel before and during the event may be received by the Hotel's staff, but the Hotel shall not be liable for any incidents, damage, incorrect number of packages, damaged packages, or delivery issues. In case of problems, the Client undertakes to directly contact the supplier or carrier.

The Client and its insurers waive all recourse against the Hotel, its staff, and its insurers for any direct or indirect damages resulting from the total or partial destruction of any equipment, movable objects, fixtures, any values, merchandise, as well as the deprivation or disturbance of enjoyment of the premises.

## **12 - SECURITY**

The Client may bring equipment or may engage a company to provide technical equipment. The Client must notify a hotel representative of this. These elements must comply with the law and adhere to current standards and practices.

## **13 – RESPONSABILITIES**

The Hotel disclaims all responsibility in case of theft, loss, or damage to guests' belongings during their stay. The Client will be held responsible for any damage, degradation, or act of vandalism that may occur as a result of occupying the premises and/or as a result of the actions of participants and/or personnel under their responsibility, whether to movable property, decorations, or immovable property belonging to the hotel or not. Therefore, the

Hotel may request the Client to leave the establishment without any compensation and without any refund of the current stay and to reimburse the damages caused by these acts. The Hotel may exercise its right to refuse, for legitimate reasons, the deposit of objects belonging to the Client during their stay. It shall justify this refusal to the Client.

In case of theft or damage to objects of any kind belonging to the Client, except for cases where these objects have been deposited with the Hotel or objects whose deposit has been refused by it without legitimate reason, the liability of the Hotel is limited in accordance with the provisions of Article 1953 of the Civil Code.

The Client will be held responsible for any damage, deterioration, or act of vandalism that may occur due to the occupation of the premises and/or due to the act or fault of the participants and/or personnel for whom the Client is responsible, whether to movable property, decorations, or immovable property, whether belonging to the hotel or not. Consequently, the Hotel is fully entitled to ask the Client to leave the establishment without compensation and without reimbursement of the current stay, and to reimburse the damages caused by these acts.

We have a large outdoor parking lot. It is not monitored, and the Hotel cannot be considered responsible in case of theft or damage to a vehicle parked there.

All our rooms and premises are non-smoking areas. Smoking in the hotel may be considered as damage and may result in the Client being charged for damages.

Our property and facilities present particular dangers (gardens, spa, terraces, level differences...), as a result of which children must be under the permanent supervision and responsibility of an adult. We decline all responsibility for any damage or accident. The Hotel, in the online sales process, is only bound by a best-efforts obligation. It cannot be held responsible for damages resulting from the use of the Internet network, such as data loss, intrusion, virus, service interruption, or any other related and involuntary problems.

## **14 – PERSONAL DATA**

The term 'data', for the purposes of this article, shall mean any information or set of information relating to an identified or identifiable natural person, directly or indirectly, by reference to an identification number or one or more factors specific to them, and which is used by the Client or by the Hotel (hereinafter referred to as the Parties).

During the entire duration of this contract, the Parties undertake to comply with the regulations applicable to data protection, in particular, Law No. 78-17 of January 6, 1978, known as the 'Data Protection Act', regarding the collection, use, processing, storage, transmission, correction, deletion, and/or communication of any data communicated under this contract.

The Parties undertake to implement all appropriate technical and organizational measures to protect data against loss, misuse, and unauthorized access, disclosure, alteration, and destruction; the nature and level of these security measures shall take into account the sensitivity of the data.

The Parties undertake to use the data in good faith and only for the purposes of this contract.

## **15 - UNFORESEEABILITY AND FORCE MAJEURE**

### **15.1 Unfordeability**

The Parties expressly agree to exclude from the scope of this Contract cases of unforeseeability as envisaged within the legislation, particularly under the provisions of Article 1195 of the Civil Code and related jurisprudence.

### **15.2 Force majeure**

The Hotel shall not be liable for damages caused by a delay or failure due to a case of force majeure or an event beyond its control, such as, but not limited to: acts of public authority, hostilities, war, natural disasters, fire, flood, strikes, power or gas supply interruption, heating system failure...

In the event that the performance by the Hotel of its obligations under this contract is impeded by such a case of force majeure or similar event, the Hotel shall immediately notify the Client, who shall not be entitled to any compensation in this regard. The parties shall make every effort to prevent or reduce the effects of non-performance of the contract caused by such an event.

## **16 – COMPLAINTS AND LEGAL JURISDICTION**

Any complaint must be sent by registered letter with acknowledgment of receipt to the Hotel, at the address indicated in Article 1 of these GTC. It must be accompanied by supporting documents and must be made no later than 15 days after the event. After this deadline or in the absence of supporting documents, no complaint will be considered. In the event of a dispute and in the absence of an amicable agreement, any dispute shall fall under the jurisdiction of the headquarters of SAS Grands Montets 3300. The Client may contact the Tourism and Travel Mediator whose contact details and procedures are available on the website <https://www.mtv.travel/>

**Date :**

**Stamp and signature of the Client, preceded by the mention 'read and approved'**