

## GENERAL CONDITIONS OF SALE – CLOT DES VACHES

These General Terms and Conditions of Sale (TCS) apply to accommodation and catering services at the Clot des Vaches refuge. These T&C are permanently accessible in the establishment and on its website. Any reservation implies on the part of the client full and unreserved acceptance of these conditions, to the exclusion of any other document such as prospectus, commercial documents, etc...

In case of contradiction between the provisions appearing in the quote accepted by the client and those appearing in these GCS, the provisions of the quote prevail.

### Subject

These GTCS determine the obligations as well as the rights of the parties relating to reservations made through this site for the Clot des Vaches refuge :

- [contact@refugeclotdesvaches.com](mailto:contact@refugeclotdesvaches.com)
- N° SIRET 939 351 409 00015
- GROUPAMA professional comprehensive insurance (contract No. 514823870001)

The "caretaker" refers to the manager of the refuge, seller, offering accommodation and catering services for online sale.

The "client" refers to the person who purchases accommodation and food services online in the refuge.

### Reservation

The general terms and conditions of sale must be accepted before a reservation.

Any booking through the online system implies consultation and full and unreserved acceptance of these general terms and conditions of sale.

### Deposit

Reservations are effective upon settlement and receipt of a deductible deposit at the end of the agreed stay, up to a value of €10/person/night.

### Prices and discounts

The prices indicated online and in the establishment are in euros and are per person.

### Reservation deadline

Internet reservations are possible and taken into account up to 2 days before the day of arrival.

### Validity period of the reservation

The reservation is maintained until the arrival deadline, namely:

- 6:30 PM from October to May, and 7:00 PM from June to September for half boarders,
- 8 PM from June to September for out-of-pocket residents (bivouac location only), the rest of the time the deadline is the same as for half-boarders.

### **Half board**

Half-board rates include dinner, overnight stay and breakfast. The meals are unique and sold complete. Meals or components of meals not taken or consumed will not be deducted or carried forward.

Dinner is served between 6:45 PM and 7:00 PM and breakfast is served between 6:00 AM and 7:30 AM.

Non-reserved picnics on the site must be ordered at least the day before before 5 PM. Special dietary requirements must be notified to the caretaker by the client at the time of online booking (without meat, gluten-free, allergies...) or failing that within a maximum period of 5 days before the stay. A supplement may be applied for the kitchen and the products used.

In case of late arrival, after the arrival deadline, the client is obliged to inform the caretaker, who will decide according to the time if the catering service can be maintained. The client who does not show up for breakfast during the indicated times cannot require a catering service from the caretaker.

### **Provision**

Dormitories are available from 17:00 and must be vacated by 8:30 the next day. In case of late arrival, the client is obliged to inform the caretaker, who will, if necessary, take measures to guarantee all clients the best accommodation conditions in the dormitories.

Hot showers are accessible only when the flow of the captured water source allows it. This point is left to the strict discretion of the keeper.  
The showers work with paid tokens.

### **Bivouac**

Bivouac guests must strictly comply with French regulations (Environmental Code, Urban Planning Code in particular), the regulations carried out by de Monétier les Bains, if applicable, and by the rules of use set by the guards. common

The bivouacs include half board at the refuge. A modification of the reservation date is possible subject to availability, upon written request by email ([contact@refugeclotdesvaches.com](mailto:contact@refugeclotdesvaches.com)).

### **Modification of the number of participants**

We draw your attention to the fact that accommodation and catering services in refuges are not subject to the 14-day withdrawal period provided for by the Consumer Code.

These Terms and Conditions of the refuge specify the terms and conditions for cancellation and/or modification of the reservation.

The reduction of the number of participants is considered as a partial cancellation of the reservation giving rise to the application of the following article, whether it concerns in particular accommodation, catering or rented spaces.

If the number of participants proves to be higher than the number indicated during the reservation, the availability of spaces will only be confirmed after confirmation of availability.

A change in the number of participants or duration must be the subject of a new reservation.

### **Cancellation**

The client is asked to pay close attention to the cancellation conditions below. Cancellations, of all or part of the initial reservation, must be addressed in writing, by email ([contact@refugeclotdesvaches.com](mailto:contact@refugeclotdesvaches.com)).

The reimbursement of the deposit is only made in the following cases: death, death of a close relative (father, mother, brother, sister, child, grandparent), disabling illness, injury or adverse weather.

For cases of death, illness and injury, an official document will be requested (death certificate, medical certificate).

Adverse weather being understood as weather that puts the safety of guests at stake (high avalanche risk, significant precipitation, persistent fog,...), and not as unfavorable weather from the comfort point of view (precipitation, no sunshine,...).

In case of cancellation:

- More than 48 hours before the scheduled arrival, refund of the deposit upon written request by email accompanied by a bank account details and proof. (48h before booking = D-2 maximum 13h French time GMT +2) ,
- Less than 48h before the scheduled arrival (13h French time GMT +2), the deposit is retained in full.

Attention, any request for modification of the reservation date must be made in writing by email ([contact@refugeclotdesvaches.com](mailto:contact@refugeclotdesvaches.com)). This request will be processed by the caretaker and accepted subject to availability.

In case of cancellation, the deposit can be transferred to a future order within 6 months following the cancellation. A report of a deposit must imperatively be requested in writing by email ([contact@refugeclotdesvaches.com](mailto:contact@refugeclotdesvaches.com)).

Cancellation by the refuge's caretaker. The caretaker may cancel the reservation free of charge before the start of the stay if he is prevented from providing the service due to exceptional and unavoidable circumstances, notably due to snow-weather conditions or security requirements. The guard will inform the client of this cancellation as soon as possible before the date of the stay. The client is entitled to a full refund of the payments made but cannot demand additional compensation for any damage suffered.

### **Shortened stay**

The deposit is only deductible at the end of the stay provided that it is fully completed. For any shortened reservation, fees equivalent to those of the remaining reserved duration will be retained. In case of early departure or people who have not arrived, the total booked stay must be paid in full. As a preventive measure, the client is strongly advised to take out cancellation insurance.

### **Modification of benefits**

Any request for modification of the services in relation to the GTC and/or the quote must be sent in writing ([contact@refugeclotdesvaches.com](mailto:contact@refugeclotdesvaches.com)) to the establishment. In the absence of written acceptance by the establishment, the contract is deemed to continue according to the terms and conditions determined in the C.G.V.

### **Attribution**

The caretaker cannot guarantee an irrevocable dormitory assignment. If the number of participants turns out to be lower or higher than the number indicated in the quote, the client could be assigned a different space than that initially planned, for reasons inherent to the management of the establishment.

### **Animals**

Pets are not allowed inside the refuge for the comfort of all guests.

### **Responsibility**

The caretaker cannot be held responsible for thefts committed in the refuge and its unenclosed and unguarded surroundings.

### **Security**

Residents of the refuge are required to comply with posted safety rules. In case of a major incident and in accordance with the posted safety instructions, residents must inform the competent authorities (mountain rescue, firefighters, police, SAMU) and facilitate their access to the refuge. In this respect, access to the premises of the refuge, and in particular emergency exits, must always be clear to allow free passage for relief workers.

In accordance with Article 6 of Decree No. 95-949 of 25/08/1995, on the prevention of risks resulting from the use of bunk beds, high sleeping accommodations are not suitable for children under 6 years old.

### **Hygiene**

According to current legislation, Refuge du Clot des Vaches is a smoke-free property. It is absolutely forbidden to smoke in the entire refuge, including dormitories and common areas.

It is absolutely forbidden to eat and drink in the dormitories and corridors.

The client undertakes to comply with all the establishment's instructions and regulations, including the ban on smoking in collective premises. The client will ensure not to disrupt the operation of the establishment, and will not harm the integrity and security of property and people.

Upon arrival, the client finds a clean establishment that he is required to maintain in good state of cleanliness for the duration of his stay.

To sleep, everyone is asked to use a cloth bag (silk sheet) and a pillowcase.

The quality of life of the refuge requires a correct, courteous and respectful attitude towards each other, particularly by ensuring the tranquility of the place.

The common room closes at 9:30 PM.

Silence inside the refuge is requested for 10 PM.

### **Dispute and mediation**

In the event of a dispute between the client and the refuge, the parties shall endeavor to resolve it amicably. The client, or the guardian, will address a written complaint directly to the professional/client.

In the absence of an amicable agreement or in the absence of a response from the opposing party within a reasonable period of one (1) month, the client, consumer within the meaning of Article L.133-4 of the Consumer Code has the possibility to contact the competent mediator listed on the list of mediators established by the Commission for the evaluation and control of consumer mediation pursuant to Article L.615-1 of the Consumer Code.

All information relating to the reservation and accessible via the reservation system is presented in French as well as in several other foreign languages. Only the French version is authentic, automatic translations obtained from an automatic translation tool do not engage the responsibility of the guardian of the Refuge du Clot des Vaches.

The client declares to have full legal capacity allowing him to commit himself under these general conditions.

**Period kept**

The refuge is open for 9 months, from December to April and from June to September. Outside these periods, the refuge is not accessible, it does not have unattended space.

These opening periods are maximum and as an indication, it is recommended that clients consult the refuge's website to find out the exact opening dates.