

AZUREVA GENERAL TERMS AND CONDITIONS OF SALE FOR "INDIVIDUAL BREAKS"

Updated 01/12/2025

Azureva is a non-profit organisation under the French Act of 1 July 1901, registered with the Prefecture of Ain on 17 July 1969 under number 0012003571, SIREN number 322 958 885, intracommunity VAT number FR 25 322 958 885, having its registered office at 52 rue du Peloux, 01000 Bourg-en-Bresse, France.

Azureva is registered in the Travel Agents and Tour Operators Register under number IM001110004. Financial guarantor: U.N.A.T. – 8 rue César Franck – 75015 PARIS, France. Professional Liability Insurance: Policy No. 11410511004, AXA FRANCE IARD – 313, Terrasse de l'Arche – 92727 Nanterre cedex, France. Tourism Liability Insurance (articles R211 et seq.): Policy No. PL-FR-PSC000043850/00, HISCOX SA – 35 Avenue Monterey – L-2163 Luxembourg, French branch 49 Avenue de l'Opéra – 75002 Paris, France. These General Terms and Conditions of Sale (hereafter the "T&Cs") apply to Azureva subscribers for all individual breaks. The General Terms and Conditions of Sale (hereinafter referred to as the "Individual Breaks" T&Cs) apply to the sale of all individual breaks by Azureva. The "Individual Breaks" T&Cs are published on the website www.azureva-vacances.com. A copy of these T&Cs can be sent on request. The "Individual Breaks" T&Cs applicable to a given break are those in force at the time of booking. They will be sent when you make your booking (by post or email, depending on the booking method chosen). Translation of the General Terms and Conditions of Sale into a language other than French is provided to facilitate understanding, but only the French version in force and published on the French website is enforceable.

Article 1 – BOOKINGS of holiday village and self-catering resort holidays, themed holidays, sports holidays and holidays with additional services

Holidays can be booked:

- online, on our website www.azureva-vacances.com
- by telephone to 0 484 311 311 (standard rate local call)
- by post, to Azureva, Service Réservations, 52 Rue du Peloux, BP 40307, 01011, Bourg-en-Bresse Cedex, France

We acknowledge your booking request by sending a contract, specifying the dates, location, price, identity of the participants, the conditions of the stay, and these "Individual Breaks" T&Cs, which form an integral part of the contract. The contract states the amount of the advance payment payable within seven days in order to confirm the booking. Payment of the advance payment implies that the customer accepts the terms of the contract and the General Terms and Conditions of Sale.

Article 2 - TERMS OF THE BREAK

As a general rule and unless there is a specific contractual exception, weekly stays are from Sunday to Sunday. In all our establishments and regardless of the service chosen, accommodation is available from 5:00 p.m. on the day of arrival and must be vacated before 10:00 a.m. on the day of departure. As an exception, campsite rentals are available from 3:00 p.m. on the day of arrival and must be vacated before 12:00 p.m. on the day of departure. Likewise, for stays in hotels, accommodation is available from 4:00 p.m. on the day of arrival and must be vacated before 11:00 a.m. on the day of departure. It is specified that for any vacancy of the accommodation noted on the day of departure beyond the times indicated, it will be deemed occupied and an occupancy supplement will be billed to the customer at the full price.

Smoking is not permitted at any of our resorts.

Animals are not allowed in our establishments, with the exception of dogs and cats or any other contractual exceptions. Category 1 and 2 dogs, such as Pitbulls, Rottweilers, and Tosas, are not accepted. We only allow one animal per accommodation..

Where pets are allowed, Azureva reserves the right to request information and documents about the animal in question prior to booking and arrival at the resort, including vaccination record, veterinary certificate, etc. The list of required information is explicitly stated in the booking contract. Azureva reserves the right to refuse entry to any pet in the event that the required information has not been provided, or that incorrect information has been provided.

Animals are allowed at the reception of the establishment, in the accommodation, at the 'doggy' bar, on the open terraces of the bars, and in the park. They are not permitted in the restaurant and its terrace, at the bar, in entertainment venues and rooms, in children's play areas, children's spaces, pools, and aquatic areas. Admitted animals must be kept on a leash, must not disturb the peace and safety of other guests, and must adhere to hygiene rules. Owners should not leave animals unattended outside the accommodation. Owners must clean up after their animals. For this purpose, Azureva provides bag dispensers in the park.

Article 3 - SERVICES

The content of the services and the specific terms and conditions of each type of break appear in our current brochure for the dates of the break and are available on our website www.azureva-vacances.com.

The free activities contained in the list of services are given for information purposes only. Any of these activities that do not take place following an incident of any kind do not give

rise to any sort of reimbursement.

3.1 - For full or half-board accommodation:

- The service shall apply to the whole booking.
- Special diets are not catered for.
- Drinks are not included in the price (except where specified in the brochure).
- Bedding is provided and beds are made on arrival.
- The accommodation is not equipped for preparing meals.
- The preparation and eating of meals in the accommodation is prohibited.
- In full board, the first meal included is dinner on the day of arrival and the last meal is breakfast on the day of departure. For stays of more than one week in full board, Sunday lunch will be charged.
- In half board, the evening meal is served in addition to breakfast.
- Optional "early arrival" and "late departure" do not change the distribution of meals stated above. And additionally, specifically in resorts classified between 3 and 4 ":
- Bathroom towels and end-of-stay cleaning services are available as optional extras. And additionally, specifically in resorts classified between 0 and 2 ":
- Cleaning during and at the end of the break is the occupants' responsibility, unless stated otherwise in the contract.
- A deposit of €40 per accommodation is payable at check-in for unstarred and one-star resorts, and €50 for two-star resorts. The deposit is returned at check-out after the accommodation has been checked. The deposit covers any damaged or missing items, as well as any additional cleaning required. Retention of the deposit does not exclude the payment of further damages, if the costs incurred justify it.

3.2 - For self-catering breaks:

- Bedding is provided and beds are made on arrival.
- Cleaning during and at the end of the break is the occupants' responsibility, unless stated otherwise in the contract.
- A deposit of €150 per accommodation is payable at check-in. The deposit is returned at check-out after the accommodation has been checked. The deposit covers any damaged or missing items, as well as any additional cleaning required. Retention of the deposit does not exclude the payment of further damages, if the costs incurred justify it.

3.3 - For rentals of camping pitches:

- Bookings are subject to a minimum stay, which may vary from one night to one week according to the time of year.

3.4 - For breaks with hotel services in resorts not classified as hotels:

- Bookings are subject to a minimum stay, which may vary from one to two nights according to the time of year and the resort in question. The minimum stay may not exceed four nights.
- Bedding and bathroom linen are provided.
- Beds are made on arrival.
- Breakfast is available at an additional charge.

3.5 - For hotel breaks:

- Bookings are accepted with no minimum duration.
- Breakfast is available at an additional charge.

Article 4 - PRICES

Holiday prices are advertised per person and per accommodation unit based on maximum occupancy for full or half board, per accommodation unit for self-catering and hotels, and per pitch for camping.

Supplements may be charged in the event of under-occupancy of the accommodation in full or half board, i.e. where the accommodation is occupied below its standard capacity. The amounts will vary according to the site and time of year. Prices are notified at the time of booking and appear in the contract.

Except for breaks with hotel services and hotel breaks, for breaks of less than or equal to 3 nights, a supplement may be applied.

Our prices are quoted as a fixed rate.

No refund is payable in the event of cancellation for prices advertised as non-refundable and non-exchangeable.

No reimbursement is payable for breaks that are curtailed by the customer.

Any additional services arising from an extension of stay, for any reason whatsoever, will be payable by the subscriber. They will be charged at the rate applicable during the price period in question.

Under no circumstances can Azureva's discounts or promotional offers be combined with any sales made by a reseller or travel agency.

Prices are set on the basis of the economic situation and may be revised in the event of a change in the economic situation or new regulatory provisions. Azureva reserves the right to amend its prices upwards or downwards, in particular in the event of a change in the VAT rate.

Prices do not include:

4.1 Tourist tax: tourist taxes are charged by the public authorities. Azureva cannot be held liable for any changes to these taxes, or the creation of new ones, which are brought to its attention after the booking confirmation letter has been sent out.

4.2 Administration charges:

For each contract, administration charges shall apply in

addition to the booking cost:

- Stay of four nights or more in full board, half board or self-catering: €29.
 - Stay of up to three nights in full board, half board or self-catering: €15
 - No administration charges are applied for camping pitches, hotel services and stays in hotels.
- Administration charges cannot be reimbursed, except where Azureva is at fault.

4.3 The supplements set out in our brochure: supplements for services, activities, courses, excursions, hire, themes, etc. are payable in addition to the cost of the booking.

4.4 Single-occupancy supplements: these are applicable to all bookings; prices vary according to the Azureva seasons.

4.5 Animal supplements: These apply to all requests, rates vary depending on the type of establishment, and are non-refundable, even in the event of a shortened stay.

Article 5 - PAYMENT

5-1 Payment for the break:

An advance payment must be made when booking. The advance payment is equal to 30% of the total cost of the booking, excluding administration costs and insurance, plus the full amount of all administration costs and insurance.

The balance must be paid no later than 30 days before the start of the break. The above payment terms do not apply to payments made in a number of monthly instalments, according to a schedule agreed at the time of booking.

For bookings made less than 30 days before the arrival date, full payment is required when making the booking.

In the event of non-payment of the down payment or balance of the booking on their due dates, the booking will be deemed cancelled by the subscriber.

The multi-payment option is available only to the holders of payment cards whose expiry date is after the date when the last payment is due. Otherwise, Azureva will refuse to allow multi-payment. Any loss, theft, insufficient account balance, etc., will lead to the subscriber being required to settle the balance of the outstanding instalments no later than 30 days before the start of the stay.

Should the payment method be changed and after approval of the change, Azureva shall invoice a handling charge of €25 for each request.

5-2 Pre-authorisation:

The pre-authorisation rules are left to the discretion of the individual Resort.

On the day the Customer arrives, the Resort may request a pre-authorisation on the Customer's credit or debit card from the issuing bank, for an amount up to the total cost of the booking plus a fixed sum to cover any extra on-site expenditure by the Customer (breakfast if not included in the price, restaurant, bar, spa, tourist taxes if any, etc.). The fixed sum is set by the Resort based on the number of guests and the number of nights booked (e.g.: 2 nights at €90 per night + an estimated €40 of extras = pre-authorisation request of €220).

The amount requested by way of a pre-authorisation is not debited immediately but is instead a hold placed on the Guest's card, with the bank's authorisation, for future payment. The card limit is temporarily reduced as a result to ensure that sufficient funds are available for the future debit. Where a pre-authorisation request is made and confirmed by the bank:

- either the Customer settles the amount due at reception on the day of departure and the Resort cancels the pre-authorisation request with the Customer's bank,
- or the Customer fails to settle the amount on the day of departure and the Resort issues a debit request to the Customer's bank for the amount due.

Article 6 - WITHDRAWAL PERIOD

In accordance with the provisions of Article L. 221-28, point 12 of the French Consumer Code, the right of withdrawal provided for in Article L. 221-18 of the same code is not applicable to breaks sold by Azureva.

Article 7 - AMENDMENTS TO BOOKINGS

Any amendments to a booking must be sent by letter to Azureva, 52 Rue du Peloux, B.P. 40307 - 01011, Bourg-en-Bresse Cedex, France, or by email to: contact@azureva-vacances.com

The customer may transfer the contract, excluding any insurance policies and optional services which shall remain personal to the original customer, to any transferee who fulfils the same conditions as the transferor, and provided that the contract has not had any effect. Azureva must be given notice of the transfer of the contract no later than 7 days before the start of the stay.

Any amendments to the dates, length of stay, location, or number or identity of guests included in a booking must be agreed beforehand.

Azureva shall apply specific administration charges for the amendment or transfer of the contract. Any amendment to the contract results in the price of the break being recalculated using the price in force on the date the amendment was requested: any promotions applied to the original booking may be withdrawn.

In the case of additional services, the difference between

the original price of the booking and the new price must be paid in full 30 days before the start of the stay. If specifically requested, a new payment schedule may be proposed. A reduction in the length of stay or the total invoice or instalment amount payable may give rise to cancellation fees (see Article 9). In the event of multi-payment, the direct-debit instalments will be stopped. Where there is an outstanding balance, the customer must pay the corresponding amount or it will be debited from their account.

Article 8 - CANCELLATIONS OF BOOKINGS

* By the subscriber

You may be forced to cancel your holiday. Cancellation requests should be made in writing to: Azureva, 52 Rue du Peloux, B.P. 40307, 01011, Bourg-en-Bresse Cedex, France (date as per postmark) or by email to: contact@azureva-vacances.com (date as per receipt of email).

If the customer cancels the break or leaves early, the break cannot be rescheduled and any fee payable under the cost of cancellation is calculated using the total price of the break. Compensation is set according to the following conditions:

- 60 days or more before the start of the break: 5%
- between 59 and 30 days before the start of the break: 15%
- between 29 and 15 days before the start of the break: 30%
- between 14 and 8 days before the start of the break: 50%
- 7 days or less before the start of the break, in the event of no arrival or early departure: 100%

A cancellation fee of 100% of the price of the break is payable where the price is advertised as non-refundable and non-exchangeable.

A cancellation fee of 100% of the price of break, including breakfast, is payable for breakfasts booked in advance or sold as part of a packaged offer.

The administration fees and any insurance policies taken out are systematically retained by Azureva and are not reimbursed.

Any cancellation or change to additional pre-booked services (ski lift passes, hire of ski equipment, ski lessons, etc.) occurring less than 10 days before the start of the break are not reimbursed. In this case, 100% of the amounts included in the contract remain invoiced. The date of receipt is considered as the date of cancellation. The fee is initially deducted from the any payments received.

* By Azureva

Where an event occurs preventing the subscriber's stay from taking place, Azureva shall, where possible, offer the subscriber another holiday in one of its resorts or a penalty-free cancellation.

If an alternative holiday is not possible or the customer rejects the offer, Azureva reserves the right to cancel the stay. It shall inform the subscriber thereof. In such a case, the subscriber shall receive a full refund of all amounts paid and, by way of compensation, an amount equal to the penalty the subscriber would have had to pay had they cancelled the stay on the date in question.

If Azureva cancels the stay due to force majeure, as defined in Article 1218 of the French Civil Code (Code Civil), the subscriber is only entitled to a full refund of the amounts paid, without any other compensation.

Azureva reserves the right to cancel an individual themed and/or sports holiday, if the minimum number of participants set out in its brochures is not attained by 30 days prior to its start date. The subscriber will then be offered an alternative. If the alternative is not accepted, all amounts paid by the subscriber will be reimbursed.

Article 9 - THEMED AND SPORTS HOLIDAYS, EXCURSIONS, ADDITIONAL SERVICES

Guests must keep to the agreed meeting times. Late arrivals will be subject to the potential inconvenience caused by their lack of punctuality (being required to make their own way to their accommodation or a meeting point with no reimbursement of travel costs, possibly not being able to participate in an activity, etc.).

Article 10 - ADMINISTRATIVE AND HEALTH FORMALITIES

We advise you to make sure that you are up to date with police, customs and health formalities for your trip or stay. A passenger not permitted to board a flight or enter the host country because they do not produce the required documents (passport, visa, vaccination certificates, etc.) cannot claim any reimbursement for their stay. We strongly advise our subscribers who are travelling abroad to find out about their overseas healthcare entitlements prior to departure.

Article 11 - LIABILITY

In the event of an accident or incident resulting in bodily, material or non-material damage, or of local difficulties causing us, in the interests of participants, to make changes to the schedules, Azureva cannot be held liable for cases of force majeure attributable to the customer or unforeseeable or insurmountable causes attributable to a third party not involved in the provision of the services set out in the agreement. However, in the latter cases, Azureva shall endeavour to seek and offer appropriate solutions to overcome the difficulties that arise.

Article 12 - THEFT AND DAMAGE

Azureva cannot be held liable for the theft of jewellery or valuables (cash, cheque books, credit cards, etc.).

We would also draw your attention to the fact that Azureva offers you free parking, which may be covered but is not supervised, and that we accept no liability in the event of theft or damage. We therefore advise you to contact your insurer to request extended cover for theft of/damage to your valuables and vehicle during your stay at Azureva.

Article 13 (sic: 13) - MINORS

Minors are the responsibility of their accompanying adults. Under no circumstances may the supervising staff at the holiday villages or host establishments be held liable for the actions of minors. However, activities staff shall be responsible for the care of minors for the duration of the activities.

It is up to the adults responsible for the children to take them to the activities and collect them afterwards.

Minors may not occupy accommodation alone. They must be accompanied by an adult.

Article 14 - INSURANCE

14.1 Public liability insurance:

Azureva holds a public liability insurance policy as a holiday organiser. Details of the policy can be found at the start of these T&Cs.

Azureva customers are covered by the operator's public liability insurance policy throughout their stay, covering personal injury and damage to property and possessions for which Azureva has been found liable.

- Theft from accommodation: we cannot be held liable for theft without break-in.

- Under no circumstances can we be held liable for: theft of jewellery, cash, cheque books, credit/debit cards, valuables, official documents and travellers' cheques.

Azureva also holds a public liability insurance policy as a tour operator and travel agent, as required by French law. Details of the policy can be found at the start of these T&Cs.

14.2 Travel insurance (optional, recommended):

Azureva offers its customers insurance purchased from the insurance company MUTUAIDE, who can choose to take out one or more of the following options:

- cancellation and curtailment insurance No. 6704

- snow and mountain insurance No. 6706

Purchase of these policies is optional and must be made on booking and is confirmed on making the first payment.

Purchase of insurance is firm and final and cannot be cancelled except in accordance with the statutory provisions.

Penalties for making a false declaration when taking out an insurance policy: Any non-disclosure or false declaration, omission or inaccuracy in the declaration of the risk is punishable under the conditions provided for in Articles L113.8 and L113.9 of the French Insurance Code: - If you acted in bad faith, the policy will be terminated. - If it cannot be established that you acted in bad faith, the amount payable will be reduced by the same proportion as the difference between the premium paid and the premium that would have been due had the risk been fully and accurately declared.

Article 15 - INSOLVENCY PROTECTION

UNAT, 8 Rue César Franck, 75015, Paris, France, provides Azureva with insolvency protection for travel agents and other operators selling trips and holidays set out in Articles L.211-18 and R.211-26 to R.211-34 of the French Tourism Code (Code du Tourisme) and in accordance with the Order of 23 December 2009 on the terms for setting insolvency protection for travel agents and other operators selling trips and holidays.

Article 16 - COMPLAINTS

Complaints about service quality or claiming Azureva's liability must be lodged in writing, by registered letter with acknowledgement of receipt, and within the statutory time frames to:

Azureva - Service Qualité - 52 rue du Peloux, B.P. 40307 - 01011 Bourg-en-Bresse cedex

Claims against Azureva's liability shall be easier to process if they are first lodged with the management of the resort in question prior to departure.

Article 17 - SETTLEMENT OF DISPUTES

In the event of a dispute concerning these "Individual breaks" T&Cs, the Customer can request a conventional mediation procedure or any other alternative form of dispute resolution, under the terms of Book VI, Title I, of the French Consumer Code (Code de la Consommation).

Having referred the dispute to Azureva's Quality Department to try to reach an amicable settlement, and having received a negative response or no reply within sixty (60) days of the referral, the Customer may refer it to the Travel and Tourism Mediator (Médiateur du Tourisme et du Voyage, B.P. 80303, 75823 Paris Cedex 17, France); for details of the referral process, see: www.mtv.travel. Disputes may be referred to the Mediator up to twelve (12) months after the initial complaint. Subscribers are informed that any decision made by the Tourism Mediator is not binding. If an agreement cannot be reached, the subscriber may refer the matter to the competent court.

Article 18 - PERSONAL DATA

Azureva collects and stores such data in its IT system for the purpose of managing bookings and fulfilling the associated services, as well as managing technical and other operations designed to improve, adapt and personalise its services and tools (research, maintenance, technical tests, etc.). Such data may also be shared with other parties for commercial

communication purposes and to organise promotional offers tailored to customers' specific needs. For these purposes, the data may be stored, processed and transferred by Azureva internally or to third parties such as insurance companies, banks, payment service providers, subcontractors and partner service providers. Such third parties shall only have access to customers' personal data as strictly necessary to fulfil the break or the associated services. The data shall be stored only for the length of time necessary for it to be processed. Where the customer objects to their personal data being collected, stored or transferred to third parties as necessary to process the sale or fulfil the break or associated services, Azureva shall be unable to fulfil all or part of the requested service.

Customers have an exclusively personal right to access and correct their data, and determine how their data is used. They may exercise this right by writing to Azureva, Gestion des Données Personnelles, 52 rue du Peloux, B.P. 40307 - 01011 Bourg-en-Bresse, France, or by sending an email to donnees.personnelles@azureva-vacances.com, enclosing proof of identity with their request.

Azureva's Privacy Policy, explaining how it handles customers' personal data, can be found on the Azureva website: www.azureva-vacances.com. This is the only document containing Azureva's privacy commitments and procedures. The document is likely to be modified from time to time. Please refer to it on a regular basis, especially when making a booking at one of our resorts.

Article 19 - SPECIAL TERMS AND CONDITIONS - STANDARD INFORMATION FORM FOR PACKAGE TRAVEL CONTRACTS (TOURISM CODE)

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302 and Article L.211-2(II) of the French Tourism Code (Code du Tourisme).

Therefore, you will benefit from all EU rights applying to packages as transposed into the French Tourism Code. Azureva will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Azureva has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

Key rights under Directive (EU) 2015/2302 as transposed into the French Tourism Code:

Travellers will receive all essential information about the package before concluding the package travel contract.

The organiser and the retailer are liable for the proper performance of all the travel services included in the contract.

Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the retailer.

Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package Azureva, as the trader responsible for the package, cancels the package, travellers are entitled to a refund and compensation where appropriate.

Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

The organiser or the retailer has to provide assistance if the traveller is in difficulty.

If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Azureva has taken out insolvency protection with UNAT, 8 Rue César Franck, 75015, Paris, France. Travellers may contact this entity if services are denied because of Azureva's insolvency.