

APEX2100 - TERMS AND CONDITIONS

1. Booking registration and confirmation

All reservations must be accompanied by a deposit of 50% of the price of the stay. Once the deposit has been paid, the reservation becomes firm and final and the Client is considered to have accepted these terms and conditions.

If the reservation is made less than 30 days prior to arrival, the full amount of the stay must be paid.

The balance of the stay must be paid no later than 30 days prior to the arrival day.

2. Prices

Prices are given in Euros and include all taxes except Taxe de Séjour (local tourist tax).

Taxe de Séjour is charged at 2,53 per adult (18+ years old) per night and is payable either at check-in or check-out.

3. Check in / Check out

Rooms are available on arrival day from 4pm and must be liberated before 11am on the day of departure.

If arrival is estimated after 7pm, please contact Apex to organise a late check-in.

4. Inventory and damage deposit

An inventory of the room contents will be provided upon arrival. If the Client believes this is incorrect or inaccurate, they must contact the duty manager immediately upon arrival.

A damage deposit of 300EUR per room will be taken on arrival.

5. Modifications and cancellations

If the Client wishes to cancel or modify a stay, notification should be sent immediately by email to booking@apex2100.org

Save in the event of a Covid-19 related cancellation as set out below, any modification or cancellation of a stay by the client shall incur the following penalties:

- cancellation less than 14 days prior to arrival: 100% of the stay
- cancellation between 30 and 15 days prior to arrival: 50% of the stay
- cancellation more than 31 days prior to arrival: no penalty

Unless otherwise agreed in writing by Apex, any modification of a stay shall be treated as a cancellation. Cancellation periods are calculated from the date notification is received by Apex.

In the event the Client is unable to take up the reservation as booked, Apex will not be bound in any circumstances to reimburse the Client for any unoccupied nights or meals not taken.

In accordance with the French Consumer Code article L. 121-21-8 12°, the right of retraction mentioned in article L. 121-21 does not apply.

6. Covid-19 cancellations

If the Client cancels the stay for one of the following covid-19 related reasons, up to and including the day before arrival, a full refund or credit note on the whole amount paid for your reservation will be proposed (subject to sufficient proof provided by the Client and verification by Apex of the relevant reason):

- closure of French borders or the borders in the Client's country of residence
- enforced quarantine or confinement imposed by France, or by the Client's country of residence
- closure of the ski resort and/or Apex 2100 Academy
- complete ban on non-essential travel by the Client's country of residence

7. During your stay - Internal Rules and Regulations

Any anti-social behaviour Apex considers to be a threat to public order or the safety of other guests, may lead to the Client being asked to leave Apex. In such an event, no compensation or refund shall be made for any payments already received.

Apex cannot be held responsible for any personal objects left in the room.

It is absolutely forbidden to take skis, ski boots, sledges and any other such equipment

into the rooms or other communal areas (except the ski room).

Apex does not accept pets.

8. Damage

The Client shall be held responsible for any damage occasioned to their room during their stay. Deductions shall be made from the damage deposit to put right any such damage.

In the event damage is occasioned to communal areas or equipment by the Client, Apex may deduct from the damage deposit to put right any such damage, upon provision of sufficient proof that such damage was occasioned by the Client.

Should the damage deposit not cover the rectification of all damage occasioned by the Client, the Client shall pay the difference upon presentation by Apex of additional sums required.

9. « Force majeure » and change of accommodation

In the event of exceptional circumstances, or in the case of a « force majeure », where it is impossible to make available the original room reserved by the Client, Apex reserves the right to change the accommodation to that of a similar standard, subject to the prior agreement of the Client.

Apex shall not be held responsible for matters outside its direct control that may perturb a holiday, for example lack of snow, suspended business activities, power cuts, interruption of water provision, noisy environment, natural catastrophes, closure of roads. The Client will not be entitled to any compensation from Apex, if such events arise.

10. Security and building access

Clients must ensure room doors and windows are closed when they go out. Lockable drawers are available in each room, and Apex strongly advises that any valuables be left in these drawers.

11. Data protection and privacy

Apex may process your personal information for marketing purposes, with regards to Apex2100 Ltd, its affiliates, its partners and service suppliers. If you do not agree to such

use, you have the right to decline, without charge, so your information is not used for these direct marketing purposes. The Client also has a right, if legitimate reasons exist, to object, to query, access and rectify the data concerning him/her by writing to: booking@apex2100.org

Apex may send information via email to their clients, including its newsletters, special offers and a satisfaction questionnaire once a stay is over. Clients can unsubscribe via a link on the bottom of each email.

12. Disputes and Litigation

By express agreement, any litigation relative to the execution and application of the present terms and conditions of sale will fall under the exclusive jurisdiction of the courts located in Albertville (Savoie) and will be governed by French law.