



**CAP CRYSTAL**  
- LODGE -

**General Terms and Conditions – Booking / Rental**  
**CAP CRYSTAL LODGE**

Bookings and rentals of an apartment for short- and medium-length stays can be made by any actual person having reached majority (hereinafter "the Client"), by telephone, on site, or on our internet site <https://capcrystallodge.com> (hereinafter "the Website").

Apartment rentals for CAP CRYSTAL LODGE are offered and marketed by:  
ILLES HOLDING PRIVATE COMPANY LIMITED BY SHARES whose registered office is situated at Résidence SANTA TERRA Les Brévières 73320 TIGNES, listed in the Trades and Companies Register of Chambéry under number 848 541 744 RCS

**Contact:**

CAP CRYSTAL LODGE  
Residence Santa Terra  
Montée du Haut des Brévières  
F-73320 Tignes

Tel.: +33 (0)6 15 08 91 90

Email: [celine.richard@gcatrans.com](mailto:celine.richard@gcatrans.com)/[sabrina.salou@gcatrans.com](mailto:sabrina.salou@gcatrans.com)

**Article 1 - Purpose**

The present general terms and conditions (hereinafter "GTC") govern the apartment rentals offered by CAP CRYSTAL LODGE

They can be consulted on the Website at all times and can be downloaded by the Client.

They are sent by post, email or fax to all Clients who so request or make a booking.

The GTC are first subject to acceptance by the Client prior to confirmation of the booking.

As a result, the fact of making a booking implies full and unreserved agreement to the GTC by the Client. No special terms and conditions shall take precedence over the GTC unless formally accepted in writing by CAP CRYSTAL LODGE.

Any and all terms and conditions to the contrary submitted by the Client shall not therefore be binding upon CAP CRYSTAL LODGE, failing express acceptance, irrespective of the time at which they are brought to its knowledge. The fact that CAP CRYSTAL LODGE or the Client choose not avail themselves, at any given time, of any one of the present GTC shall not be interpreted as waiving the right to avail themselves of any one of aforesaid terms and conditions at a later date.

CAP CRYSTAL LODGE reserves the option to amend or modify the GTC at all times. The new GTC shall, where applicable, be brought to the attention of the Client by online modification and shall be applicable only to those bookings made after the modification is in force.

The GTC are subject to the statute of residences with services or tourist residences.

All rentals are agreed in respect of temporary residence. The apartments rented shall not be used as principal or even secondary dwelling. The resident may not exercise any commercial, artisanal or professional activities on

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such premises. The resident occupant may not avail himself of the legal provisions applying in respect of residential leases, particularly as to remaining on the premises.

As a result, the apartment booking shall be governed by the provisions of the French Civil Code and the terms and conditions laid down herein.

### **Article 2 - Booking**

#### **2.1 Booking Request**

The booking of the apartment CAP CRYSTAL LODGE shall be valid only after acceptance of the Client's booking by CAP CRYSTAL LODGE and payment of the deposit as set out hereinafter:

- In the event of bookings made more than one month prior the date of arrival (from 30 days and more before the arrival date) : payment of the deposit amounting to 30% of the total rental shall be demanded ; the balance (70%) shall be settled in the 6 days prior to arrival.
- In the event of bookings made less than one month prior to the date of arrival (from 29 days to 7 days before the arrival date): payment of the deposit amounting to 60% of the total rental sum shall be demanded; the balance (40%) shall be settled in the 6 days prior to arrival.
- For all bookings made less than 7 days beforehand: payment of the deposit corresponding to the total rental sum (100%) shall be demanded.

The booking shall be deemed firm upon dispatch of a confirmation of stay in writing.

Should payment of the deposit and/or balance by the agreed due date not be forthcoming, the booking shall be deemed cancelled.

#### **2.2 Placing an option**

An option may be placed on the apartment rental with CAP CRYSTAL LODGE by telephone, email or using the Website contact form.

If the option requested is possible, a proposed option shall be forwarded to you in writing, by email or by post, and shall be valid for 7 days as its date of issue.

The duration of validity of the option may vary in the case of last minute bookings or depending on the desired rental period. The date on which the option expires shall be indicated on the option proposal.

To confirm an option, a minimum of 30% of the total cost of the rental must be paid by way of deposit. That percentage may vary depending on the period of time between confirmation of the option and the date of arrival. The amount of the deposit to be paid shall be indicated on the option proposal.

The option shall be cancelled by CAP CRYSTAL LODGE if the deposit has not been received by the expiry date of the option.

On receipt of the deposit, a rental confirmation shall be sent to the Client by email or post.

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### 2.3 Sundry Requests and Special Offers

It is hereby stipulated that any request as to a specific aspect or situation of the apartment shall be considered a straightforward preference and shall not constitute a contractual undertaking.

Different terms and conditions are likely to be applied for special offers. In such cases, the particulars mentioned in the catalogue description on the bookings page or on the promotional media concerned shall take precedence over the present terms and conditions.

## **Article 3 - Cancellation / Modification of the Booking**

### 3.1 Cancellation of the Booking

Any and all cancellations of the booking by the Client, once such booking has been confirmed, shall be notified by email or letter addressed to CAP CRYSTAL LODGE at the earliest opportunity.

The effective date of the written cancellation shall be the date of its receipt by CAP CRYSTAL LODGE.

In the event of cancellation of the booking by the Client, except where caused by events covered by an instance of force majeure, the deposit paid by the Client shall be cashed by CAP CRYSTAL LODGE.

In the event of no show and no written cancellation, the Client shall be liable for 100% of the total cost of the rental.

### 3.2 Modification of the Booking

The Client may modify his booking at any time, subject to availability in the residence when the modification request is made and the consent of CAP CRYSTAL LODGE.

CAP CRYSTAL LODGE shall send a confirmation of the modified booking to the Client by email or post.

In the event of modification to the booking during the stay, the Client shall be liable to Santa Terra for the rental amount for the rental period as set out in the booking confirmation, as well as the amount, where applicable, corresponding to the extension of the rental period.

It is hereby stipulated that the extension of the stay may mean moving to another apartment than the one initially put at the Client's disposal and/or at a price different from the initial price.

CAP CRYSTAL LODGE shall be sure to inform the Client thereof and to request his agreement on the terms and conditions of the extension.

Any and all departure by the Client prior to the end of the rental attributable to the Client shall not give rise to the payment of any indemnity or refund of any kind by CAP CRYSTAL LODGE.

## **Article 4 - Stay**

Stays run from Saturday or Sunday at 5.00 pm to Saturday or Sunday at 10.00 am.

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## **CAP CRYSTAL** - LODGE -

The keys are handed over as of 5.00 pm on the day of arrival, at reception at the RESIDENCE SANTA TERRA with the responsible or the staff of CAP CRYSTAL LODGE.

In the event of late arrival, i.e. after 8.00 pm, the Client must be sure to inform thereof by telephone or email, at the earliest opportunity prior to the beginning of the stay, and this in order get the late arrival procedure and thus take possession of the keys to the apartment.

On the day of departure, the key must be handed back by the Client before 10.00 am at the responsible or the staff of CAP CRYSTAL LODGE .

In the eventuality of a key handover prior to such time slot, the Client is asked to inform CAP CRYSTAL LODGE at the earliest opportunity prior to departure.

The apartment shall be returned adequately clean and tidy Otherwise, the Client shall be liable to CAP CRYSTAL LODGE for any additional housekeeping costs.

### **Article 5 – Price**

The price of the apartment rental is indicated in Euro and includes VAT and additional charges.  
Such price includes provision of the apartment and charges related to water, electricity and heating.

The Tourist Tax should be paid on site, upon the Client's departure, along with the other extras.

### **Article 6 – Guarantee Deposit**

Upon arrival, when the keys are handed over, a guarantee deposit of €2000 shall be asked of the Client.  
Such guarantee deposit shall be paid by debit card; it may be made in cash or by bank cheque, at the discretion of CAP CRYSTAL LODGE.

The guarantee deposit shall be immediately returned in full to the Client at the end of the stay, after handover of the keys, subject to an inspection of the apartment and provided that there is no damage or deterioration of any kind. It is hereby stipulated that the extras consumed by the Client during his stay may be subject to compensation from the sum of the guarantee deposit subject to the Client's agreement and within the limits of the guarantee deposit.

In the eventuality of a departure outside the office hours of the staff of CAP CRYSTAL LODGE , the guarantee deposit by debit card may be cancelled, scanned and returned by email or destroyed after settlement of any and all extras and/or damage-related costs.

### **Article 7 - Pets**

CAP CRYSTAL LODGE doesn't accepts pets .

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### **Article 8 – Obligations of the Client**

The apartment is put at the disposal of the Client in a good state of repair and furnished accordingly.

The Client is required:

- To submit to CAP CRYSTAL LODGE the initial schedule of condition, specifying the inventory and the condition of the amenities put at the disposal of the Client, within 24 hours of arrival. Upon the Client's departure, CAP CRYSTAL LODGE shall carry out a final schedule of condition specifying the inventory and the condition of the apartment and amenities provided. Any and all items missing from the inventory and any and all damage or deterioration shall then be billed to the Client.
- To inform CAP CRYSTAL LODGE at the earliest opportunity of any and all breakdowns, malfunctions or complaints;
- To occupy the premises with due diligence;
- To respect the number of occupants according to the type of apartment rented, as indicated on the confirmation of booking and in line with sleeping facilities.
- To prove that at least one responsible adult will be present in each apartment rented.
- To take the necessary precautions against the risk of frost in the corridors.
- To abide by the obligation to be quiet after 10.00 pm and not to disturb the neighbours or the other Clients at the Residence Santa Terra.
- To behave in a manner respectful of the other residents.
- To abide by the house rules presented to the Client and posted in the Residence Santa Terra (e.g.: no ski equipment or bikes to be taken upstairs into the apartments or on the balconies).

It is hereby stipulated that the relaxation area is provided and used subject to the supervision and responsibility of the Client.

### **Article 9 - Liability**

CAP CRYSTAL LODGE endeavours, whenever possible, to ensure the accuracy and updating of the the information presented on the Website, the content of which it reserves the option to modify or withdraw at all times without warning.

CAP CRYSTAL LODGE may not be held liable for any damage resulting from fraudulent intrusion by a third party having brought about a modification to the information put online on the Website and, more generally, for any direct or indirect damage, irrespective of the cause, origin, nature or ensuing consequence upon access to or use of the Website, should it be impossible to access or use it, and/or for the credibility accorded to items of information of any kind coming directly or indirectly from the Website.

It is hereby reiterated that any content downloaded is done under the responsibility of the internet user. CAP CRYSTAL LODGE may not be held liable for any damage suffered by the internet user as the result of downloading.

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Hypertext links may refer to other internet sites; Santa Terra declines any and all liability should the content of such third party websites infringe prevailing legal and regulatory provisions.

Any and all setting up of hypertext links leading to the Website requires the prior written permission of CAP CRYSTAL LODGE

CAP CRYSTAL LODGE 's liability may not be invoked in the case of theft of or damage to personal effects in the apartments, including in the private safes, the public areas, the car parks and all other outbuildings and annexes of the residence.

The apartment is put at the disposal of the Client according to the provisions on the statute of residences with services or tourist residences. Therefore, the provisions of Articles 1952 *et seq.* of the French Civil Code on hoteliers are not applicable.

The Client may be held liable for any and all damage that he causes, whether directly or indirectly, and shall indemnify CAP CRYSTAL LODGE and/or any and all third parties for the prejudice for which he is liable.

It is hereby stipulated that the Client is liable, under the same terms and conditions, for acts and negligence committed by the persons and pets present and/or invited by the Client throughout the stay.

The use of the amenities and services offered by CAP CRYSTAL LODGE is made under the supervision and liability of the Client. Therefore, the Client shall hold CAP CRYSTAL LODGE harmless of any and all complaints thereto pertaining.

The accommodation contract covering the apartment provided may be terminated as of right, without formalities and with immediate effect, if the Client fails to abide by any one of his obligations or indulges in inappropriate behaviour of a kind likely to disrupt the stay of the other occupants. The Client shall immediately vacate the premises and may, if need be, be evicted with the assistance of the forces of law and order.

### **Article 10 - Intellectual Property**

Pursuant to prevailing legislation on intellectual property, the Website and any and all items, trademarks, designs, logos, texts, etc. appearing on the Website are the exclusive property of CAP CRYSTAL LODGE.

Any and all reproduction, distribution, modification, adaptation, retransmission or publication, even partial, of such various items is strictly prohibited without the express written consent of CAP CRYSTAL LODGE. Such representation or reproduction, by whatever process, constitutes an infringement sanctioned by Articles L.3335-2 *et seq.* of the French Intellectual Property Code. Failure to abide by such prohibition constitutes an infringement that may engage the civil and criminal liability of the infringing party.

### **Article 11 - Complaints**

CAP CRYSTAL LODGE is available throughout the stay to respond to the Client's complaints, resolve any malfunctions observed and enable the Client to take full advantage of the stay.

Any and all complaints subsequent to the stay may be addressed to CAP CRYSTAL LODGE by email or post in order to prompt an appropriate response.

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### **Article 12 - Law Applicable – Litigation**

The present General Terms and Conditions are governed by French law.

In the event of litigation arising in relation to execution or interpretation hereof, the parties concerned shall agree to a preliminary phase of conciliation for a period of 30 (thirty) days commencing as of the first notification sent by the aggrieved party to the alleged defaulting party.

### **Article 13 – Data of a Personal Nature**

The nominative data provided by the Client shall not be circulated to third parties; unless opposed by the Client, they shall be incorporated in Santa Terra's client database.

Pursuant to the French Data Protection Act of 6 January 1978, the Client enjoys a right of access, rectification and opposition regarding any and all information that concerns him.

To exercise one of such rights and be informed of the information concerning him, the Client should simply contact CAP CRYSTAL LODGE at the following address:

CAP CRYSTAL LODGE Résidence Santa Terra - Montée du Haut des Brévières F-73320 Tignes

The Client is hereby informed that the apartment and relaxation area and the relaxation area at the Residence Santa Terra is under video surveillance for security reasons.