

Conditions of provision of the contract PRE-CONTRACTUAL INFORMATION

2020/2021 season – 1/10/2020 until 30/09/2021

BETWEEN THE UNDERSIGNED PARTIES:

THE MANAGEMENT AND DEVELOPMENT OF TIGNES COMPANY - TIGNES DEVELOPPEMENT

Semi-Public Limited Company

Office registered at the Mairie – BP 50 – 73320 TIGNES

Registered on the Chambéry Trade registry under the number 349 231 068

Represented by Mr. Frédéric PORTE, in his capacity as General Director of Tignes Développement,

Hereinafter referred to as **"TIGNES DEVELOPPEMENT"**

As the first party,

AND

Mrs. / Mr.: _____

Address: _____

Owner of the following apartment: _____

Contract accepted on the: _____

Hereinafter referred to as **"THE OWNER"**

As the other party,

FIRST, IT HAS BEEN AGREED THAT:

SAEM TIGNES DEVELOPPEMENT holds contracts for public service concessions in the following areas:

reception, tourist information, promoting tourism in Tignes;
management of the Tignes sporting, cultural and leisure facilities;
management of the reservations centre and the marketing of activities within the resort of Tignes.

In this context, SAEM TIGNES DEVELOPPEMENT wished to create a partnership that would strengthen relations with the resort's property owners, in order to formalise the obligations of each party.

IT HAS BEEN AGREED AS FOLLOWS:

Article 1 - Definitions

Each time that they are used in this Contract, the subsequent terms will mean the following:

Contract: Refers to this agreement, appendices and any amendments.

Website: Refers to the website produced by TIGNES DEVELOPPEMENT at the following address www.tignespro.net where the terms and conditions of the programme may be found.

Owner: Any owner of a holiday home in the village of Tignes.

Holiday home: A property that is occupied by the owner, his or her family or friends on a holiday basis (cf. "Occupancy" in accordance with Article 4.2 of this agreement) or rented out by a lettings agency or any other site subject to article 4.2.

Occupancy: Refers to holiday occupancy such as a weekend or week-long stay with different guests. Any year-round or seasonal occupancy is excluded according to Article 4.2.

Rental: Refers to the rental of the holiday home under the conditions set out in Article 4.2 of this contract and generating the payment of the local tax ("taxe de séjour").

Article 2 – Contractual documents

Contractual documents governing relations between the Parties refers to this Contract as well as the appendices which must be returned signed, which together form an indivisible whole.

The appendices are:

- ***"Owners' Partnership Priceguide" - Appendix 1;***
- ***"Pricing structure of the holiday home classification" - Appendix 2;***
- ***"Categories and Benefits of the Owners' Partnership" - Appendix 3;***

Article 3 – Purpose

Within the context of the agreement, TIGNES DEVELOPPEMENT agrees to give the OWNER benefits in the areas set out in Article 5 of the present agreement provided that he or she satisfies the conditions outlined in this Contract.

Article 4 – Conditions of access to the Owners' Partnership – Owner's commitment

In order to benefit from the partnership with TIGNES DEVELOPPEMENT, the owner must meet the following conditions:

- Be a partner of the programme by paying a contribution as referred to in Article 6 of this Contract;
- Be the owner of a holiday home in the village of Tignes;
- For new owners: Can commit to a year of trust;
- For owners who join from one year to the next: must have declared and paid back the tourist tax according to the commitment made on N-1;
- For private renters, even occasional, classified as a "Meublés de Tourisme" property (star rating);

In the event of the property not having a rating:

- Have this property classified by an authorized person from the owner's partnership or by any other approved organisation;
- Have an email address;

4.1 As regards classification:

SAEM TIGNES DEVELOPPEMENT may grant a property the "Meublés de Tourisme" classification by the persons having the Afnor certification (certification N°72539 valid from 31/08/2016 to 31/08/2021, Atout France registration n°IM073110023) at the rate of €108 including tax.

A quote will be established at the time of the classification.

The amount must be paid on the day of the classification visit at the latest.

In order to obtain a classification, the property must consist of:

- A kitchen;
- A bathroom or shower with toilet;
- A living room.

It shall be stated that bedrooms or external annexes with a different entrance will not be included.

At the end of the classification appointment, a number of stars between 1 and 5 or failing that, "non-classified" status will be awarded.

In the event of renovation work within the apartment being carried out following classification, the owner may request a re-classification at his or her own cost.

The classification decision will be taken by the owners' Partnership department and will be conveyed to the owner concerned by e-mail with acknowledgment of receipt.

When "non-classified" status has been awarded, the owner will not be entitled to the rights and benefits relating to this agreement.

Under the terms of Article D324-4 of the Tourism Code, the person who rents out the holiday home or his or her representative has 15 days from the notification of the decision by e-mail to refuse the classification. At the end of this period and if the owner has declined to refuse it, the classification is awarded for a duration of 5 years.

If during the 5 years the owner wishes to have his or her property reassessed, he or she must make a new application under the same financial conditions as those contained in Appendix 2.

4.2 As regards Occupancy and/or Rental commitment

In order to take advantage of the benefits linked to the Owners' Partnership Programme and to determine the status of the holiday home (GOLD, SILVER or BRONZE, as well as 1, 2 or 3 Snowflakes) as defined in Appendix 3, the Owner must complete an "OCCUPANCY" and/or "RENTAL COMMITMENT" on the www.tignespro.net website.

Under this agreement, occupancy and/or Rental refers to occupancy and/or holiday lettings such as weekly or weekend stays by different guests and may not exceed 4 consecutive weeks by the same person.

In the event of the holiday home being occupied or rented out for more than 4 consecutive weeks by the same person, the entitlements and benefits will not be applicable.

The occupancy and/or holiday letting agreement relates to each holiday home that the owner possesses.

Entitlements arising out of Occupancy and/or a holiday letting agreement submitted by the owner relate to each holiday home.

The occupancy and/or rental commitment is valid for one year from 1st October year N to 30th September year N+1, without being automatically renewed.

During the period referred to above, occupancy and/or holiday rental must consist of complete weeks of occupancy (i.e. minimum 7 days) or weekends.

In this way, 3 weekends of occupancy are considered equivalent to one week of occupancy.

The occupancy and/or rental agreement submitted cannot be amended at the owner's request during the year unless he or she wishes to change from a BRONZE to SILVER or SILVER to GOLD commitment and from 1 to 2 snowflakes and from 2 to 3 snowflakes.

In this instance, he or she can change the commitment directly from his or her owners' account online and comply with the requirements related to the SILVER and GOLD status and 2 and 3 snowflakes specified in Appendix 3.

4.3 Verification and reviewing of the Occupancy and/or Rental agreement

- For holiday lets: owners declare and pay their holiday tax on its website <https://taxesejour.tignes.net/>. At the end of the season, the person in charge of the holiday tax will inform TIGNES DEVELOPPEMENT of the weeks declared by the Owner.
- For Occupancy: the occupant of the holiday home must go to the Owners' Partnership department on the 1st floor of the Maison de Tignes le Lac and specify he wants to declare his or her occupancy. During the season from Monday to Friday from 9am to midday and from 2pm to 6pm; and during the inter-season from Monday to Friday from 10am to midday and from 3pm to 5pm. Closed weekends and bank holidays.
At weekends, owners can go to the reception desk on the 2nd floor of the Maison de Tignes le Lac (Cf. Article 4.2) to fill in a form.

4.4 Specific cases: Tourist/Holiday Residences

The property is leased with the manager of the residence.

In this case, the status of the owner in the context of the present agreement will be **assigned the level "Bronze", "Silver" or "Gold" AND one Snowflake.**

Under no circumstances will he or she be able to qualify for any other status.

Article 5 – Commitments from TIGNES DEVELOPPEMENT

5.1 Management of benefits:

The occupancy agreement gives the owner access to certain levels of benefits as specified in Appendix 3 based on their status.

The nature of the benefits available can be seen on www.tignespro.net as well as the conditions and the period during which the offer is available. This list is regularly updated by TIGNES DEVELOPPEMENT.

Each owner partner can manage his or her benefits at www.tignespro.net in the owners' section.

Ordering a benefit MUST be carried out online via the benefit management platform.

All benefits must be ordered at least 2 weeks in advance (LIST OF BENEFITS IN APPENDIX 3).

5.2 Types of benefits

The benefits are:

- Products;
- Discounts
- Services

The benefits are provided by partners of TIGNES DEVELOPPEMENT within the context of specific agreements made between TIGNES DEVELOPPEMENT and its partners.

TIGNES DEVELOPPEMENT will not be held responsible for any damages resulting from the failure of one of its partners to perform or to properly perform their commitments.

The owner must comply with the general conditions of sale and use of the products of the partners of TIGNES DEVELOPPEMENT.

The advantages are neither refundable, nor exchangeable, nor transferable to the following season and cannot be sold.

Conditions of use of the benefits below:

- Season ski pass: strictly personal, the discount is valid for a purchase between 3/10/2020 and 27/11/2020 on the site <https://www.saison-ski-tignes.com/cms/proprietaires>

- Seasonal parking: is reserved for the owner of the apartment. He can communicate 3 license plates (the owner, his children and grandchildren). The discount is valid for a purchase between 3/10/2020 and 27/11/2020 from the parking secretariat.

- Discount on the My Tignes week card: to be purchased at the card's purchase points. The discount will be applied on the 2021 summer rates.

- Discount at Tignespace: to be purchased at Tignespace reception.

- Discount at the cinema: to be purchased at the cinema reception.

- Discount at the Lagon: to be purchased at the reception of the Aquatic Center.

- Golf discount (Green-fee and Golf): valid only in summer, to be purchased at the golf.

- Pedestrian day pass: non-transferable - must be used by the beneficiary appearing on the voucher ordered by the owner and issued by the property owners' office. Any change to the name of the beneficiary must be made at the owner's department upon presentation of the voucher. To use in winter or summer.

Winter: valid for all lifts accessible to pedestrians.

Summer: only for the funicular and the cable car (except terrace).

The general conditions of the STGM apply for the use of this advantage.

- 6-day ski pass: non-transferable - must be used by the beneficiary appearing on the voucher ordered by the owner and issued by the property owners' office. Any change to the name of the beneficiary must be made at the owner's department upon presentation of the voucher. To use in winter or summer.

The general conditions of the STGM apply for the use of this benefit.

- Pala'Fou Descent: non-transferable - must be used by the beneficiary appearing on the voucher ordered by the owner and issued by the property owners' office. Any change to the name of the beneficiary must be made at the owner's department upon presentation of the voucher.

The general conditions of the STGM apply for the use of this advantage.

- Tignespace, Lagon vouchers: valid only during the validity periods stipulated on the voucher, the exact dates being available on tignespro.

- Weekly parking: must be ordered in advance, Wednesday at the latest for arrival on Friday, Saturday or Sunday - depending on availability (attention during school holidays).

The cancellation or modification of a reservation must be notified by email at proprietaires@tignes.net 6 days in advance in order to be postponed to a later date in the current season - the general conditions of the parking department apply for the use of this advantage.

- "My Tignes" cards: must be ordered from the owner's online account and paid for when ordering. The price will be subject to the 2021 summer rates. The owner agrees to provide the recipient's email address. Valid only in summer.

If a benefit of the STGM is used fraudulently, the owner will have to pay the STGM compensation in accordance with the general terms and conditions of sale and use of lift passes, available on www.skipass-tignes.com

The owner will be removed from the owner's programme for the entire current season (1/10/2020 to 30/09/2021), even in the event of regularisation.

If fraudulent use is made of the benefits, the owner will have to pay compensation to the service concerned and will be removed from the programme for the entire current season (1/10/2020 to 30/09/2021), even in the event of regularisation.

In the event that for reasons beyond its (their) will or which would make it impossible to deliver the benefit, TIGNES DEVELOPPEMENT and / or its Partners reserve the right to modify and cancel any benefit after having informed the property owner.

The owner is solely responsible for the use of the benefit. Use is strictly personal, no use for professional or commercial purposes is permitted.

The benefit not used by the owner before its expiry date, as stipulated on the vouchers (dates available on tignespro) will be lost and will not be exchangeable for another offer nor carried over to the following year.

Article 6 – Financial terms

In return for the services provided by TIGNES DEVELOPPEMENT to the owner, the latter agrees to pay TIGNES DEVELOPPEMENT a sum of money as indicated in Appendix 1.

For this reason, TIGNES DEVELOPPEMENT will make an invoice on the property owners' online account.

To access the benefits, the owner must proceed with the settlement of said invoice.

Payment can be made:

- Online from the Owner's account on www.tignespro.net
- By bank card (at the property Owners' office);
- by French cheque made payable to TIGNES DEVELOPPEMENT.

Discounts will not be granted for advance payments.

Article 7 - Duration

This contract is for a duration of (1) year and will come into effect from 1st October 2020 until 30th September 2021 inclusive, subject to the validation of the supporting documents provided by the owner, in accordance with the provisions of Articles 4 and 5 of this contract, and the payment of any money owing to TIGNES DEVELOPPEMENT as defined in Article 6 above.

At the end of this term, the contract will not automatically be renewed and the Parties must sign a new contract if they wish to continue their partnership.

Article 8 - Membership refund

8.1 Refund

To maintain financial balance and:

- Insofar as the benefits represent a substantial sum and much greater than the amount of the membership, no refund will be made if the partner has had one of them.
- Insofar as the owner has benefited from a discount on the classification in "Meublés de Tourisme" (€54), no refund of membership will be made.

8.2 - Right of withdrawal

You have the right to withdraw from this contract without giving any reason **within fourteen days**. The withdrawal period expires fourteen days after the day on which the contract is concluded.

To exercise the right of withdrawal, you must notify us of your decision to withdraw from this contract by means of an unambiguous statement (for example, letter sent by post or email).

8.3 - Effects of withdrawal

In the event that you withdraw from this contract, you will get the refund of the membership, in accordance with the provisions of Articles 8.1 and 8.2.

Article 9 – Personal data

Data collected and subsequently processed by TIGNES DEVELOPPEMENT is voluntarily shared by the owner and concerns, at the very least, the company name, telephone number, postal address and a valid email address. To register on the private owners website, a specific consent will be asked to the owner as it is an optional request.

This data is stored and kept for such period as is strictly necessary to the fulfilment of the contract, for maximum 5 years from the end of the contract. This data is then stored with a limited access which corresponds to the legal requirements (in terms of payment, guarantees, disagreements...). After that deadline, the data is deleted.

The data collected is intended to TIGNES DEVELOPPEMENT's departments and, in specific cases, to his partners and subcontractors. In case of legal proceedings, judicial investigations and required information, or in order to comply with legal obligations, the data processed will be supplied to the competent authorities.

In case the data should be dealt with outside of the European Union, TIGNES DEVELOPPEMENT will take all the necessary measures to guarantee the protection of the data, complying with applicable regulations.

In accordance with the law "Informatique et Libertés" dated 6 January 1978 as amended by the European Regulation n ° 2016/679 / EU of 27 April 2016, you have the right of access, rectification, opposition or limitation. You may, upon presentation of a valid proof of identity, exercise such rights by contacting the TIGNES DEVELOPPEMENT owners department at the following address: proprietaires@tignes.net , giving first name and surname and email address or in writing to: Tignes Développement, Service Partenariat Propriétaires, BP 51, 73321 Tignes Cedex.

Article 10 - Confidentiality

Each Party agrees to keep all types of information confidential notably but not exclusively of a technical, financial, economic or organisational nature, or relating to development projects, strategy relating to the other Party, which they acquire during the negotiation, execution and end of this Contract. It agrees that all staff members will respect this confidentiality agreement where applicable.

Each Party shall refrain from utilising said information for its own gains and/or the gains of a third party.

This confidentiality obligation applies to both Parties throughout the duration of this Contract and for a period of five (5) years following its conclusion.

Article 11 – Legal relationships between the Parties

The owner remains independent.

The owner is neither agent, representative, nor employee of TIGNES DEVELOPPEMENT. He or she will deal with third parties in his or her own name, for his or her own account at his or her own risk and cannot make commitments in the name of or on behalf of TIGNES DEVELOPPEMENT.

The owner must inform his or her clients of his or her status as an independent professional by providing, in such a way as to be visible and legible, his or her name or company name.

None of the provisions of the Contract can be interpreted as conferring on one of the Parties the status of employee or legal representative of the other Party.

Any previous direct or indirect relations between the Parties or between their respective representatives shall have no impact on their independence from each other.

Article 12 – Compliance with social and fiscal obligations

The owner agrees to comply with all his or her social and fiscal obligations.

For this reason, please note that the owner is sole manager of and has official authority over human resources that affect the fulfilment of services, where applicable.

He or she will comply with applicable social legislation and employment laws and must be up to date with contributions imposed by social legislation and be able to provide TIGNES DEVELOPPEMENT with relevant evidence at any time.

Article 13 – Transfer of the Contract

The Contract is entered into "intuitu personae", with the owner.

If the owner **sells his or her property during the season, access to any benefits will be suspended immediately**. Furthermore, the former owner may not transfer his or her Contract to the new owner, nor the "Meublé de Tourisme" classification.

Article 14 – Acceptance and validation

Whether it is the conclusion of the contract or the agreement, the owner must identify himself in order to be able to conclude the contract or the agreement with SAGEST TIGNES DEVELOPPEMENT.

The owner can accept and validate the contract:

- At the property owners' office
- From his online account: he will have to login with his secured login

For any membership, before proceeding to payment, the contract will appear on line. The owner will have to scroll through each of the documents making up the contract and tick the box for accepting the elements of the contract. Once accepted by the owner it will be automatically downloaded in his documents.

Article 15 – Applicable law - Disputes

This contract is subject to the application of French law.

The Parties will endeavor to settle amicably any disputes arising in connection with the interpretation or execution of this contract. The owner will therefore have to send an email to the owners' department at proprietaires@tignes.net

If negotiations fail, the owner may contact a mediator at the contact details below:

Médiation Tourisme et Voyage (MTV), BP 80303, 75823 PARIS Cedex 17,

Mail: info@mtv.travel

In the event of failure of the amicable settlement, all disputes relating to this contract, even in the event of multiple defendants or a guarantee call, will fall under the jurisdiction of the courts within the jurisdiction of the Court of Appeal of Chambéry (73).

Appendix 1

Owners' partnership price guide

- For the 2020/2021 season: €150 including tax per apartment.

Appendix 2

Pricing structure of the holiday home classification

- Owners who are not part of the programme: €108 including tax per apartment.
- Owners part of the programme: €108€ -50% = €54 including tax per apartment.

Appendix 3

Categories and benefits of the Owners' Partnership

Having paid his or her fee to the Owners' Partnership Programme, the Owner can list each of his or her properties and take advantage of the following benefits:




Each member can benefit from advantages according to the accommodation occupancy:

1/ PERSONAL STAYS
I stay in my apartment (family, friends or myself)

0-5 weeks	6-10 weeks	11 weeks and more
BRONZE	SILVER	GOLD


To justify a personal stay:
- Come and report it to us at the Property Owners Office during the week or at the Maison de Tignes le Lac during the weekend.

2/ RENTALS:
I rent my apartment:

0-3 weeks	4-8 weeks	9 weeks and more
		

- Your apartment is managed by an agency : the weeks are validated by the agency
- You manage your apartment : declare the local tax on its website

For instance: I stay in my apartment 7 weeks and rent it out 10 weeks a year.

I am a **SILVER**  Ambassador

IMPORTANT: Partnership based on tourist occupancy and rentals only : not more than 4 weeks in a row by the same person.
Seasonal or annual occupation is not accepted to be a member of the partnership.

Different categories:

BRONZE ❄️	BRONZE ❄️❄️	BRONZE ❄️❄️❄️
SILVER ❄️❄️	SILVER ❄️❄️❄️	SILVER ❄️❄️❄️❄️
GOLD ❄️❄️❄️	GOLD ❄️❄️❄️❄️	GOLD ❄️❄️❄️❄️❄️

Benefits:

- The opportunity to be listed on the private holiday accommodation page on www.tignes.net for Owners who rent out their holiday home privately.
- 50% off the cost of “Meublé de tourisme” classification and renewal.
- Access to the Owners’ area offering information on the resort (visitor numbers, weather forecast etc....) from your Owner’s account on www.tignespro.net
- Access to a large number of partnership benefits listed below.

ADVANTAGES

1/ THANKS TO YOUR OCCUPATION

	BRONZE 0-5	SILVER 6-10	GOLD 11+
Discount on season ski pass ³	✔️	✔️	✔️
Discount on season car park ³	✔️		✔️
40% off 10 Lagon entrances		1/year	2/year
8 reduced rate cinema tickets	✔️	✔️	✔️
20% off 10 racket sports entrances		1/year	2/year
20% off 10 climbing sessions		1/year	2/year
20 % off golf <small>green fees or 5-day course</small>	✔️	✔️	✔️
My Tignes	- 40 % on 6 days card ⁶		

2/ THANKS TO YOUR RENTALS

	0-3 ❄️❄️	4-8 ❄️❄️❄️❄️	9+ ❄️❄️❄️❄️❄️
Pedestrian pass		1 pass ¹	2 passes ¹
6-day ski pass		1 pass ¹	2 passes ¹
Pala’fou		1 descent	2 descents
Swimming pool - Gym - Wellness		1 entry ²	1 entry ²
Car parking		1 winter week ³	1 winter week ³
Racket sports		1 entry ²	1 entry ²
Climbing		1 entry ²	1 entry ²
Golf simulator		1 ticket	2 tickets
My Tignes		1 card ⁴	1 card ⁴

⁽¹⁾for summer or winter use - ⁽²⁾ per rated bed per season - ⁽³⁾ 7 nights in a row, to be ordered at least 1 week in advance and depending on availability - ⁽⁴⁾ per rated bed per stay, subject to the 2021 summer rates - ⁽⁵⁾ to purchase until 27/11/20 included - ⁽⁶⁾ the discount will be applied on the 2021 summer rates.