



IMPORTANT INFORMATION : the clause is used and adapted in each hosts' Terms and Conditions, using their own terminology, with the assistance of a legal professional where needed.

FREE CANCELLATION CLAUSE

Article [according to the Host]: Force majeure

The Host or the Client may cancel or postpone the reservation in cases of force majeure.

Cases of force majeure justifying the cancellation or postponement of the Client's reservation, at any time, are any circumstances related to health, climatic, economic, political or social situation, at a local, national or international level which are beyond the control of the Host and the Client and which make it impossible to perform all or part of the obligations set out in the contract.

In this respect the following specific cases shall be deemed to constitute force majeure:

- **the prohibition of any movement or any non-essential movement without a compelling or professional reason, or any restriction, imposed by the competent French administrative authorities or by those of the Client's country of origin, on a local, national or international level, for a reason related for example to the appearance, propagation or active circulation of an epidemic, making access to the Hosting establishment, the place of execution of the contract, impossible, for the duration of the reservation;**
- **the closure of borders decided by the competent French administrative authorities or by those of the Client's country of origin making access to the establishment of the Host, place of performance of the contract, impossible for the Client, for the duration of the reservation;**
- **the official closure of the establishment of the Host, the place of performance of the contract, by the competent authorities, for reasons such as the outbreak, spread or active circulation of an epidemic, for the duration of the reservation;**
- **any operational difficulties for the Host, resulting from the active spread or circulation of an epidemic, at local or national level, and/or measures to prohibit or limit travel, taken by the competent administrative authorities, such as making it impossible for the Host's employees to travel, the exercise by the Host's employees of their right of withdrawal, the non-performance, by the Host's suppliers and/or service providers, of services essential to the stay, making the reception and accommodation of the Client in the establishment, the place of performance of the contract, impossible, for the duration of the reservation;**
- **the closure of the ski area and the ski lifts in the resort, by order of the competent administrative authority, for any reason, particularly health reasons, on the dates of the Client's reservation, provided that this administrative closure occurs during the winter season when the ski area is open.**

The Host or the Customer shall notify the other party as soon as possible of the impossibility of performing its contractual obligations due to a case of force majeure. He or she shall transmit the supporting documents without delay to the other Party.

Cancellation of the reservation due to a case of force majeure shall not be subject to any charges invoiced by the Host (except bank charges and application fees). The sums already paid by the Client (deposit or advance payment) shall be returned by the Host within [according to the Host] day(s) from the notification of the impossibility to perform the contractual obligations due to a case of force majeure.

The Host cannot be held liable in the event of cancellation or postponement resulting from a case of force majeure.

