

Terms of Sales

1. Purpose, scope and general provisions

These General Terms and Conditions of Sale (hereinafter "GTC") govern the contractual relationship between Chalets Petry Spa & Relax (hereinafter Chalets Petry), its Customers and, for the specific case of the purchase of gift vouchers, the Beneficiaries of these.

All sales, including distance sales, concluded by the Customer on the website www.chaletspetryspa.lu, on a dedicated page of a service provider authorized by Chalets Petry or sent to Chalets Petry by telephone and/or email (e-mail) are subject to the unconditional and unreserved acceptance of these General Terms and Conditions of Sale.

The GCS are applicable to the Customer, whether he is a natural or legal person, having signed a sales contract or a reservation request and having adhered to the General Conditions of Sale. The Customer acknowledges that his order implies unconditional acceptance of these GCS. In the event of a conflict, the latter prevail over any T&Cs of the Customer.

These General Conditions of Sale may be modified, in whole or in part, at the initiative of Chalets Petry. The updated and applicable version is made available to Customers on the website www.chaletspetryspa.lu. Changes are effective as of the date posted on the site unless otherwise specified. It is therefore advisable for the Customer to regularly refer to the latest version of the GCS published on the aforementioned website because any order or reservation implies the implicit acceptance of the GCS in force unless explicitly stated otherwise.

Any resale of our products and/or services is strictly prohibited.

The internal provisions are to be respected at all times.

They are valid from the moment the reservation is submitted by the Customer and until the end of the relationship between the parties in the context of the stay and/or additional services. They also apply as soon as the order for a Gift Voucher is placed by the Customer and throughout the period of validity of the Gift Voucher.

The reservation of a stay, of services supplementing it as well as the purchase of a gift voucher from Chalets Petry implies acceptance of these general conditions by the buyer as well as by any third party beneficiary.

2. RESERVATION OF STAYS

2.1. General informations

The reservation of a stay is made on the website www.chaletspetryspa.lu, through a reservation platform authorized by Chalets Petry, by telephone or by email.

Check-in is from 3 p.m. on the day of arrival.

Check-out is until 10 a.m. on the day of departure. Depending on availability, a Late Check-out is possible until 6 p.m. on the day of departure against payment of a supplement.

Upon arrival, a deposit of €300 will be blocked on the Customer's credit card and will be released no later than 30 days after arrival.

Breakfast is included.

Compulsory final cleaning is carried out on the Client's departure by the Chalets Petry Service Team according to the prices indicated in the booking itinerary.

2.2. Booking conditions

A minimum of two nights is required for a stay.

In case of reservation, a deposit of 30% of the total price is due; 60 days before arrival, an additional 40% of the total price is due. If booked within 60 days, a 70% deposit is due.

2.3. Means of payment and prices

The means of payment accepted are: Visa, Mastercard or cash payment. The rates for stays and services in force, depending on the season, can be viewed on the website www.chaletspetryspa.lu.

If the Customer makes a reservation via a third-party online platform (Booking.com, for example), a separate legal relationship with this platform applies. This third party will apply its own General Conditions of Sale and Chalets Petry will not be liable for the acts or omissions of this party, in particular the respect of the Customer's rights in terms of data protection within the meaning of Regulation (EU) 2016/679 of 27 April 2016.

2.4. Terms of cancellation

30% of the total price is to be paid in the event of cancellation more than 60 days before the stay.

70% of the total price is to be paid in the event of a cancellation within 60 days before the stay.

In case of no-show 100% of the total price is to be paid.

3. Course of the stay

3.1. Identification on arrival (check-in)

The Customer will be asked to present his identity document or a valid passport in order to complete a mandatory Accommodation Sheet according to [regulatory requirements](#). The Customer will be invited to complete the online form prior to his arrival in order to facilitate his check-in.

A deposit of €300 will be blocked on the Customer's credit card and will be released no later than 30 days after arrival. An identity document corresponding to the credit card will also be requested as part of the preventive measures against bank card fraud. The number and expiry date of the credit card are saved in the Customer file for the entire duration of the stay and then deleted after payment of the balance following check-out.

3.2. Access to the cottage

Prior to the arrival of the Customer, the chalet made available to him is checked, functional and in good condition. The occupation of the accommodation implies the recognition by the Customer of the inventory and the state of the furniture and the Customer is invited to report any defect without delay.

The chalet is available from 3 p.m. and must be vacated before 10 a.m. or 6 p.m. with the “Late Check-out” option against payment of a supplement and subject to availability.

3.3. Payment of the balance of the stay (check-out)

The full price of the stay, including the balance of the rental of the chalet and any additional services, is due on the day of departure, during check-out, at reception.

In the event of non-payment by the Customer, legal proceedings are instituted.

4. Conditions of stay and internal rules of the establishment

4.1. General

4.1.1. Personal effects, behavior and damage

The Client's personal effects, whether left in the chalet or in the common areas of the establishment, are his sole responsibility. Chalets Petry cannot be held responsible for the theft, deterioration or damage to the Client's personal effects.

The Customer undertakes to use the accommodation and the facilities made available to him as a good father. Thus, any behavior contrary to morality and public order may result in an express request to leave the establishment without the Customer being able to request reimbursement of all or part of the stay. In the event that payment has not yet been made in full, the Customer must pay the price of the balance of the stay and services reserved before leaving the establishment.

4.1.2. Tobacco

The chalets as well as the living room (common) are non-smoking areas, according to the anti-smoking law of 2013 which generalizes the ban on smoking in all public places.

The Customer's liability will be incurred for all direct and/or indirect damage resulting from the act of smoking and will be liable for the full amount of the resulting costs (cleaning and/or restoration of the element or damaged space).

4.2. Benefits

4.2.1. Breakfast

The customer can enjoy a breakfast delivered to the chalet or a buffet in the neighboring “Stübli” room.

4.2.2. Use of sauna, infrared cabin and outdoor jacuzzi

The Customer is requested to use towels to sit in the sauna and to respect the posted rules.

The Customer is asked to switch off the Whirlpool after use and imperatively replace the cover.

4.2.3. Wireless

A Wifi network is made available to the Customer in the chalet. The network does not include anti-virus protection, firewalls or other data exchange security devices (encryption, etc.); any security measures are to be provided for the Customer's devices. Chalets Petry disclaims all liability related to the use of the network connection.

Furthermore, the Customer undertakes to use the access made available to him in accordance with the legislation in force and to refrain from any unlawful act.

Chalets Petry reserves the right to block or limit access at its sole discretion and at any time.

4.2.4. Car park

Free outdoor parking is available to the Customer (maximum 2 spaces per chalet).

4.2.5. Barbecue

A barbecue is available to the Customer outside his chalet. Charcoal is not provided.

4.2.6. Service during the stay

Daily service in the chalet with change of towels is included. The staff intervenes daily from 9:00 am. If the Client does not wish to be disturbed or if he does not wish to take advantage of this service, he must inform the reception or use the corresponding notice board located outside the entrance door of the chalet.

However, water control in the jacuzzi must be done by the Chalets Petry service team in order to guarantee the necessary hygienic conditions.

Dogs must not be left alone inside the chalet during the intervention of the service personnel.

4.2.7. Chimney

All chalets have a fireplace. Chalets Petry makes the wood for the fireplace available to the Client. For fire prevention reasons, the Customer must never place objects on the fireplace. The Customer must ensure that children do not have direct access to the fireplace.

4.2.8. Extra bed and baby chair

Chalets Petry provides cots on request, up to a maximum of two beds per chalet.

4.3. PETS

Dogs are welcome in the establishment up to a maximum of two dogs per chalet (except guide dogs for people with specific needs) provided that the calm and serenity of other customers are not affected,

A prior request must be made by the Customer.

The Customer agrees not to leave his pet alone in the chalet and the latter must be kept on a leash in the common areas of the establishment.

For reasons of hygiene, animals are not allowed in the dining room (breakfast) or in the Spa areas (except dogs accompanying people with specific needs).

5. Right of withdrawal

In accordance with Directive 2011/83/EU and the consumer law reform of April 2, 2014, the Customer has a withdrawal period of 14 days from the confirmation of the reservation in the event of an online reservation.

This withdrawal period will be considered to have expired once the stay has begun or the date and time of the service has passed (in the event that the start of the stay or the reserved service is within the 14-day period in question).

Please note that this right is only valid for remote orders placed online or by email/telephone and is not applicable to orders made on site, within the establishment.

To exercise his right of withdrawal, the Customer must send, within this 14-day period, an explicit request in which he indicates that he wishes to exercise his right of cancellation.

This request can be sent by post or email with the following information: customer identification (full name, address, email address, telephone number, BIC/IBAN for reimbursement), reservation identification (unique identifier (code), date , amount).

Cancellation request template for reference:

Subject: Cancellation of reservation [reservation identifier]

Customer:

- [Full name]
- [Address]
- [E-mail]
- [Telephone]
- [BIC/IBAN for reimbursement]

Reservation :

- [Code/unique identifier]
- [Date]
- [Rising]

The request must be sent

- By e-mail to info@chaletspetryspa.lu, or
- By post to:
Petry Spa & Relax Chalets
9, an der Gaessel
L-9452 Bettel

Luxemburg

In the event of withdrawal, Chalets Petry reimburses the payments concerned, including, where applicable, the delivery costs, with the exception of the additional costs resulting from the fact that the Customer has chosen a delivery method other than the cheapest delivery method. standard offered by Chalets Petry without undue delay and at the latest 30 days from the day on which the decision to withdraw has been received.

Reimbursement is made by bank transfer or by using the same means of payment as the Customer used for the initial transaction provided that this reimbursement does not incur any costs for the Customer.

Chalets Petry reserves the right to withhold reimbursement until the Client has provided all information necessary for cancellation and reimbursement.

6. GIFT VOUCHERS

6.1 CONDITIONS OF PURCHASE AND PAYMENT

Gift vouchers are offered by Chalets Petry with a value chosen by the buyer: it is the latter who determines the amount at the time of the order. The beneficiary may freely choose a stay and/or service for the amount of the check or supplement the price in the event that the services chosen exceed the amount.

To acquire a gift voucher, the buyer places an order on the form available on the website www.chaletspetryspa.lu, on the form on a dedicated page from a service provider authorized by Chalets Petry or by sending a request to Chalets Petry by telephone. and/or email indicating the desired amount. The Customer makes the payment online. It is also possible to place an order by direct contact with the seller who will then possibly offer other types of payment (bank transfer, for example). In this case, the gift voucher will only be issued after confirmation of payment of the amount.

6.2 SENDING THE GIFT VOUCHER

The gift voucher is sent by email (email) to the address provided by the Customer. This address can be that of the Customer or that of the person to whom the latter wishes to offer the gift voucher (Beneficiary).

6.3 INDIVIDUALIZATION OF GIFT VOUCHERS AND FRAUD

The gift voucher has a unique identification code specific to the Customer and/or the designated Beneficiaries of the gift voucher.

The Beneficiary in possession of the gift voucher can use it for the reservation of stays and services according to the conditions of use in force. Any attempt at fraud or misappropriation of use may be considered as grounds for cancellation of the sale and invalidity of the gift voucher without the possibility of claiming any compensation from Chalets Petry.

6.4 VALUE OF THE GIFT VOUCHER

The Customer determines the value of the Gift Voucher he wishes to order. The gift voucher will be issued with the chosen value.

6.5 RIGHT OF WITHDRAWAL SPECIFIC TO GIFT VOUCHERS

In accordance with Directive 2011/83/EU and the reform of consumer law of April 2, 2014, the Customer benefits from a withdrawal period of 14 days.

- from the receipt of the e-mail with the gift voucher by the Customer and/or the Beneficiary, in the event of an online order with delivery by e-mail;
- from physical receipt by the Customer or a third party designated by the latter, other than the carrier, in the case of gift vouchers with physical delivery.

This withdrawal period will be considered null and void when the gift voucher is used (in the event that the use is made within the 14-day period in question).

Please note that this right is only valid for remote orders placed online or by email/telephone and is not applicable to orders made on site, within the establishment.

To exercise his right of withdrawal, the Customer must send, within this 14-day period, an explicit request in which he indicates that he wishes to exercise his right of cancellation. This request can be sent by post or email with the following information: customer identification (full name, address, email address, telephone number and BIC/IBAN for reimbursement), identification of the gift voucher (unique identifier (code), date, amount and, possibly, beneficiary). In the case of a gift voucher sent to a third-party beneficiary (other than the Customer, himself), the cancellation of the gift voucher will be accompanied by a notification to the Beneficiary: in this case, the contact information of the Beneficiary must also be mentioned in the cancellation request.

Cancellation request template for reference:

Subject: Cancellation of the order [order identifier or gift voucher]

Customer:

- [Full name]
- [Address]
- [E-mail]
- [Telephone]
- [BIC/IBAN for reimbursement]

Gift :

- [Code/unique identifier]
- [Date]
- [Rising]

If applicable :

- [NAME and first name of beneficiary]
- [E-mail and/or phone number of beneficiary]

The request must be sent

- By e-mail to info@chaletspetryspa.lu, or

- By post to:
Petry Spa & Relax Chalets
9, an der Gaessel
L-9452 Bettel
Luxemburg

In the event of withdrawal, Chalets Petry reimburses the payments concerned, including, where applicable, the delivery costs, with the exception of the additional costs resulting from the fact that the Customer has chosen a delivery method other than the cheapest delivery method. standard offered by Chalets Petry without undue delay and at the latest 30 days from the day on which the decision to withdraw has been received.

Reimbursement is made by bank transfer or by using the same means of payment as the Customer used for the initial transaction provided that this reimbursement does not incur any costs for the Customer.

Chalets Petry reserves the right to withhold reimbursement until the Client has provided all information necessary for cancellation and reimbursement.

6.6 VALIDITY RULES FOR GIFT VOUCHERS

The Gift Voucher is valid both in high and low season, within the limits of confirmation of a reservation. The expiry date (validity date) is indicated on the Gift Voucher.

When using the Gift Voucher, if the purchase amount is less than its face value, no balance refund will be made.

6.7 RULES FOR THE USE OF GIFT VOUCHERS

A Gift Voucher cannot be sold, transferred or exchanged. It cannot be replaced or refunded (even partially) for any reason whatsoever (loss, theft, deterioration/destruction, expiry date, etc.).

It is not possible to postpone or extend the validity period of a Gift Voucher: in the event of non-use by the expiry date, the Gift Voucher will be definitively lost.

The beneficiary uses his Gift Voucher to pay for his stay reservation at the Chalets Petry Spa & Relax according to these general conditions, without possible discount or special conditions.

The gift voucher can only be used once, is not divisible (cannot be used in several times) and the reserved stay can only be modified or canceled according to the general conditions applicable to reservations.

7. MESSAGES

The massages offered are comfort treatments with no medical purpose. Making the appointment for access to the massage assumes that the client has no medical contraindication to benefit from the treatment in question. Chalets Petry declines all responsibility in this regard.

Messages can be booked online or by telephone in urgent cases or very short-term booking requests, subject to availability and confirmation by the person in charge of the massage team.

8. Limits of liability and cases of force majeure

The services offered comply with the Luxembourg legislation in force. Chalets Petry cannot be held liable in the event of non-compliance with the legislation of a third country.

Force majeure means any event external to the parties that is both unpredictable and insurmountable and prevents Chalets Petry from performing all or part of the services paid for or reserved by the Customer.

In the event of force majeure and, in particular, of disaster affecting the place and/or the installations in a significant way, regardless of its origin (flooding, interruption of the supply of energy, natural disaster, etc.) and resulting in the total closure or of the establishment, a postponement of the validity date of the stays and/or services under the same conditions of services will be offered to the Customer. The dates will be determined by mutual agreement with the Client.

If the Customer refuses the new dates proposed, he can then only request reimbursement of the amount paid for the payment of the stay and/or the corresponding services (without incurring penalties or costs).

The parties must take steps to prevent or reduce the effects of non-performance of the contract caused by an event of force majeure.

9. PERSONAL DATA

Chalets Petry processes the personal data submitted to it by natural persons in accordance with applicable laws and regulations and, in particular, with Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data, commonly abbreviated as "RGPD" or "GDPR".

For more details about our data processing policy, the privacy policy in force can be consulted on the website www.chaletspetryspa.lu .

10. MODIFICATION OF THESE GENERAL CONDITIONS OF SALE

Chalets Petry reserves the right to modify all or part of the GCS at any time and without prior warning, in particular with a view to adapting them to changes in the services offered, in legal and regulatory requirements or arising from imperatives such as the health situation.

The current T&Cs are available on www.chaletspetryspa.lu.

11. APPLICABLE LAW IN CASE OF DISPUTE

These T&Cs are governed by Luxembourg law which will apply to the contractual relationship between Chalets Petry and the Customer as well as to any other contractual documents concluded between the parties.

In the event of a dispute that cannot be resolved amicably, the Luxembourg courts will have sole jurisdiction without Chalets Petry forbidding the right to seize any other competent court if necessary.

The French version of the T&Cs is to be considered as the reference version, the other versions being translations.

