

TERMS AND CONDITIONS

- 1 - Duration of the stay : The guest, who signs the contract which is defined for a specified duration, will under no circumstances have the right to stay in the premises when the stay is over.
- 2 - Conclusion of the contract : The reservation is confirmed only when the guest has sent back the signed option contract along with the requested deposit of 30% of the total accommodation price (with a minimum of one night per reserved bedroom) before the stipulated expiry date. On receipt of the deposit and signed contract, a reservation confirmation is sent to the guest. Prices are inclusive of VAT but do not include the tourist tax.
- 3 - Cancellation of the stay

- a) Cancellation due to force majeure

The Landlord or the Guest may cancel or postpone the reservation in case of force majeure.

Cases of force majeure justifying the cancellation or postponement of the Guest'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 Landlord and the Guest 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 Guest'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 Guest's country of origin making access to the establishment of the Landlord, place of performance of the contract, impossible for the Guest, for the duration of the reservation;
- The closure of borders decided by the competent French administrative authorities or by those of the Guest's country of origin making access to the establishment of the Landlord, place of performance of the contract, impossible for the Guest, for the duration of the reservation;
- Any operational difficulties for the Landlord, 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 Landlord's employees to travel, the exercise by the Landlord's employees of their right of withdrawal, the non-performance, by the Landlord's suppliers and/or service providers, of services essential to the stay, making the reception and accommodation of the Guest 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 Guest's reservation, provided that this administrative closure occurs during the winter season when the ski area is open.

The Landlord or the Guest 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 Landlord (except for 1,5% bank charges). The sums already paid by the Guest (deposit) shall be returned by the Landlord within 15 days from the notification of the impossibility to perform the contractual obligations due to a case of force majeure.

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

- b) Cancellation by guest for other reasons than force majeure : Request for cancellation to confirmed bookings must be made to the Landlord in writing.

Cancellation before the start of the holiday :

- If cancellation is notified more than 7 days before the start of the holiday, 100% of deposit will be retained.
- If cancellation is notified less than 7 days before the start of the holiday, 100% of deposit will be retained and the Landlord reserves the right to ask for the payment of the balance of the accommodation.

If the Guest fails to show up at 8pm and has not contacted the Landlord, the contract is null and the bedroom is made available for other guests. 100% of deposit will be retained and the Landlord reserves the right to ask for the payment of the balance of the accommodation.

If the Guest interrupts his stay, 100% of the total price of the accommodation will be retained. Additional services, if they have not been used, will be refunded.

- c) Cancellation by Landlord for other reasons than force majeure : If the Landlord cancels the stay before it starts, he must inform the Guest in writing. The Guest will receive an immediate refund of already paid sums. He will also receive a compensation at least equal to the penalty he would have owed if he had himself cancelled the reservation at that date.

- 4 - Arrival : The Guest must present himself on the day and at the time specified on his reservation confirmation. In case of late or postponed arrival, the Guest must immediately notify the Landlord.
- 5 - Departure : The Guest must leave the room before 10 am.
- 6 - Payment of the balance of the accommodation : Balance of the accommodation is to be paid on arrival. Drinks and additional services which are not mentioned on the reservation confirmation are to be paid to the Landlord at the end of the stay
- 7 - Tourist tax : Tourist tax is a local tax that Guest must pay to the Landlord who will then transfer it to the Treasury
- 8 - Usage of the premises : the Guest is required to make use of the rental property as would a reasonable person and to respect the peace of the premises. The Guest commits to leave the room in perfect state at the end of the stay. He is responsible for all damages that he may cause and he commits to pay for such damages. Guests' attention is drawn on the fact that minors, when they are in the premises (inside and outside) are under the strict responsibility of their parents or any person representing parents' authority. The kitchen is not made available to guests.
- 9 - No smoking : Smoking is not allowed in the chalet. Guests are strictly requested not to smoke, neither in rooms nor in communal areas. In case of non respect of this rule, a fixed compensation of 300 euro (three hundred euro) will be invoiced to the Guest.

This compensation corresponds to :

- the impossibility to rent the room on the night following the smoker's departure, which makes it necessary to invoice one additional night
- the necessity to dry clean the curtains and to purify the air.

- 10 - Accommodation capacity : The contract is established for a specific number of persons. If the number of vacationers exceeds the accommodation capacity, the Landlord may refuse to accept the additional guests. This refusal can in no way be considered as a modification or breach of the contract at the Landlord's initiative and cannot give right to any refund
- 11 - Change of bedroom : The Landlord reserves the right to change the initially reserved bedroom by another similar or larger bedroom. In this last case, the price is unchanged.
- 12 - Pets : The contract specifies that Guests may not bring along a pet. In case a Guest does not comply with this clause, the refusal of a pet by the Landlord can in no case be considered as a modification or breach of the contract at the Landlord's initiative and will not give right to any refund.
- 13 - Personal data : According to the Law N° 78-17 dated Jan 6th 1978, Guests are informed that they have the right to access and modify their personal details. The Landlord commits never to share the Guests' personal data with any other firm.
- 14 - Complaints - dispute settlement : Any complaint relating to the condition of the premises must be submitted to the Landlord within 3 days of entry into the premises. Any other complaint must be sent to the Landlord as quickly as possible by mail post. In case of persistent dispute and for want of an amicable settlement, the dispute will be dealt with by the Tribunal de Commerce (Commerce Court) de Chambéry in France
- 15 - Modification of sales conditions : Current sales conditions can be modified at any time and without any notice. Current sales conditions are deemed to be accepted and respected by Guests as soon as deposit has been paid