

# 118 Cret De L'Ours, Vallandry, Apartment Rental–Terms and Conditions

Please read the Terms and Conditions set out below carefully before you (hereinafter called "the client" or "you") book your holiday with frenchalpsholiday.co.uk (hereinafter called "we" or "us" or "the Operator"). These conditions, along with the privacy statement form the sole basis of your contract with us and set out the respective rights and obligations of both parties.

## 1. Bookings.

Except by special arrangement or where a booking period dictates, bookings will start and finish on a Saturday, deemed our "change-over" day.

On booking, we will email you a notification and confirmation of booking. No contract shall exist between the client and us until that time. Please check the confirmation email carefully as we cannot be held responsible for any inaccuracies not notified to us in writing within 7 days of issue.

By virtue of completing the booking form the person doing so is deemed to have signed the booking form.

The person completing the booking form must be over 18 years of age at the time of signing. The person signing the booking form guarantees payment of the full cost of the holiday, and also confirms that all group members agree to be bound by the Terms and Conditions set out by us.

We must reserve the right to decline your booking, or cancel it if we find out booking details were fraudulently or inaccurately provided to us at the time of booking.

## 2. Payments.

If payment is not received, we reserve the right to cancel the arrangements without further notice or reference to the client.

All payments are non-refundable except when we are unable to accept your initial booking.

## 3. Prices.

Whilst we endeavour to provide up-to-the-minute prices, we reserve the right to change the prices listed at any time before your booking is accepted. Once your booking is accepted, however, we guarantee that the price will not change and no surcharges will be added unless you amend your booking in any way.

## 4. Deposit and balance.

A £100 non returnable deposit is required on booking, with the balance payable in full 6 weeks prior to departure.

## 5. Amendments.

If you wish to change any details of your booking, please let us know in writing as soon as possible. If we are able to accommodate your request, at our sole discretion, we will inform you via email of the new arrangements.

Changes to the outward or return dates of a holiday will be treated as a cancellation, with the charges laid out below.

## 6. Cancellation by the client.

If you choose to cancel your holiday, the person who signed the booking form should notify us immediately in writing. Upon receipt of a cancellation, the following charges will apply:

**No. of days before commencement date Charge as % of full invoice total**

29 + 50%

15 - 28 75%  
less than 15 100%

Please note that depending on the circumstances of your cancellation, you may be able to claim under your insurance policy.

### **7. Cancellation by us.**

In the unlikely event that we are forced to make any substantial changes to your holiday or even cancel it, we will offer you a full refund or the option of purchasing an alternative holiday from us and either receiving or paying any corresponding price difference. If you do accept a refund, we will be under no further liability outside the holiday costs.

We regret that we cannot accept liability or pay any compensation where the performance of our contractual obligations is prevented or affected by 'Force Majeure'. In these booking conditions, 'Force Majeure' means any event which we, or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside of our control.

### **8. Insurance.**

It is a condition of booking that all clients must have purchased at the time of booking their own insurance which provides them with adequate cover for the duration of their holiday, including off-piste skiing, where required. No insurance is provided by us, other than buildings insurance for the property.

### **9. Liability.**

We do not accept liability of any act or default or omission on the part of any suppliers of any service that we offer or recommend and over whom we have no direct control. The client will be bound by the operating conditions of all suppliers of the other services that make up the holiday. This includes all travel arrangements which should be made through a reputable provider.

Any advice given by us shall be accepted entirely at the client's own risk and we will not accept responsibility for any resulting accident or illness to the client.

### **10. Limits of liability.**

In no event shall the liability of frenchalps holiday.co.uk to the client for any loss or damage exceed the price paid for the relevant holiday or arrangement.

### **11. Accuracy of information provided.**

The description of the apartments in our marketing literature is made in good faith and is materially accurate, in our opinion. Opinions are invariably subjective, however, so we would encourage you to check with us in advance regarding any aspect of your holiday that is of particular importance to your enjoyment. We will do our best to accommodate you.

### **12. Security.**

Our guests should be aware that there will be shared access to the building with other guests, visitors and owners. We take the issue of security in our apartments very seriously. Guests must ensure the apartment is fully secure when unoccupied, this includes locking front and rear access doors, ensuring all windows are closed and locked where appropriate, and ensuring any doors to balcony areas are closed and locked in position. Ski lockers should be securely locked at all times, even when empty.

You will be issued with your own keys to the apartment, ski locker and underground parking (if required and applicable). Loss of any of these keys will be subject to a £50 replacement fee per key.

All personal items, including baggage and other personal or hired equipment are at all times and circumstances at the owner's risk and we are at no time responsible for any loss, damage or delay to such items.

The apartment block has key code access between 11pm and 7am. Please ensure you contact us prior to departure for the access code.

### **13. Lockers.**

We believe our apartments are for living, and should therefore not be used for daytime or overnight equipment storage. We provide ski lockers, and these should be utilised for the storage of all equipment, including items such as skis, snowboards, boots, etc. Ski & snowboard boots are strictly not permitted to be worn in the apartment block or apartment. Please ensure you use ski lockers wherever possible.

### **14. Damage and behaviour by clients.**

We shall be entitled to recover from a client the cost of repairs or replacements of any damage or loss caused by the client. Full payment for such damage or loss must be made prior to departing from the apartment to either the third party concerned or ourselves. If they fail to do so, they must indemnify us against claims (including legal costs) subsequently made against us as a result of their actions.

We also reserve the right to terminate, without compensation or further obligation, a client's holiday if it is deemed that their behaviour is unsociable, abusive or in any way unacceptable to ourselves or any other guest or individuals in the building.

### **15. Complaints and claims.**

As the enjoyment of your holiday is of utmost importance to us, we will do our best to resolve immediately any complaint that is reported to us. Any complaint that cannot be resolved should be detailed in writing to us within 28 days from the end of your holiday by the person who made the booking.

### **16. General information.**

It is your responsibility to ensure that you are in possession of a valid passport with all the necessary visas to allow entry to all of the countries that you will pass through as part of your holiday. At the time of going to print, people holding full British or EU passports do not require a visa to visit France. Please note that children must hold their own passports.

Families must accept responsibility for the behaviour and welfare of any children in their party. Every effort is made to ensure safety in our apartments; however, any client taking children on holiday does so at their own risk.

Please note that for the comfort and benefit of our guests, we operate a strict 'no smoking' policy in our apartments, this includes all balcony areas. Please also note we are unable to accommodate pets or other animals.

### **17. Arrivals and departures.**

You may check in to the apartment after 15:00. Our departure time is 10:00. Morning arrivals are subject strictly to prior arrangement and we reserve the right to make an additional charge.