

# Terms and Conditions

## 'Chalets in Samoens'

Chalet Brio  
139 Route de La Turche de Vercland  
L'Etelle  
Samoens  
74340  
France

These booking Terms and Conditions (T&C) constitute the contract (the "Contract") between the SARL 'Chalets in Samoens' ("We", "Us", "Our") and the named person ("the Group Leader") on the booking form and who accepts the Booking Terms and Conditions (the "Booking") together with other members of the group (the "Group") who have paid the stated price of the holiday (the "Holiday") as set out in the invoice and in respect of which each member of the Group has provided consideration and accordingly these T&C apply to each and every member of the Group. The Group hereby acknowledges that the Group Leader has been appointed to sign these T&C on behalf of each and every member of the Group.

The Group Leader, who must be 18 years or older, shall mean the individual during the period of the Holiday, including any new appointed Group Leader and who shall act on behalf of all members of the Group. The Group Leader is responsible on behalf of all other members of the group for all matters relating to the Booking.

"The Group" refers to all persons booked to stay in the Accommodation. The Group includes any change of names to the original Booking.

### Payment terms

1. A 25% deposit is due (or the full balance if less than 8 weeks before arrival) to confirm the booking. Making payment confirms you have read and accept to be bound by these terms and conditions. Payment is to be made to Us within 7 days of the date stated on the invoice.
2. Once the payment has been received, we will then confirm the booking details directly with you. Until you have made payment the booking is not deemed confirmed and we recommend not making any travel arrangements.
3. 8 weeks before arrival, the Group Leader is required to pay the final balance and the refundable damage deposit of 500 Euros.
4. We do reserve the right to refuse to accept any bookings at our discretion, refunding any deposit received.
5. In case of dishonoured payment the Group Leader will be contacted to make payment by other means, to be received within 7 days (or immediate payment if the group is due to start the holiday in less than 7 days). Failure to do this will mean automatic cancellation of the booking.

### Cancellation policy

6. If at any time prior to the stay the Group Leader wishes to cancel the booking We must be notified as soon as possible in writing by the Group Leader.
7. Cancellation charges will be levied as follows: more than 56 days before arrival date - the deposit, 55-42 days before arrival - 50%, 41-14 days before arrival - 75%, less than 14 days before arrival - 100%.
8. Due to circumstances beyond the Our control, e.g. acts of God, it may be necessary to make alterations to a confirmed booking or to cancel the booking completely. Whilst We will make every effort to ensure this does not happen, if it is unavoidable We will contact the Group Leader as soon as possible. In this instance We will offer a full refund of any monies paid. No other compensation will be offered.

### Check In & Check Out

9. Check in time is 4.00pm on the arrival day, check out time is 10.00am on the departure day. Any earlier arrival times or later departure times are to be requested by the Group Leader by email 7 days prior to arrival. We will endeavour to accommodate all early check in and late check out requests but we do not make guarantees.
10. We will inform the Group Leader by email if early check in and/or late check out can be accommodated.

### Loss and Damage

11. Any loss or damage wheresoever or howsoever caused or arising by the Group Leader or members of the group to the property (including fixtures and fittings) and/or grounds and outbuildings will be deducted from the damage deposit and the remainder returned. Any damage costing above the damage deposit must be paid in full by the Group Leader on behalf of the Group irrespective of which person was responsible, within 14 days of confirmation of the amount. When it has been confirmed there is no damage to the property, the damage deposit will be refunded 7 - 14 days after departure.
12. At the Owners discretion there may be a 50 Euro service fee added to the cost of any breakages for the time taken to purchase and install its replacement. At the Owners discretion there may be a 25 Euro service charge added to the cost of the postage for any items left and required to be returned by post.

### Self-Catered Accommodation

13. It is up to the Group Leader to ensure that the self-catered accommodation is left clean and tidy on departure and check

out instructions are adhered to. If this is not the case an additional charge for unreasonable cleaning time may be charged.

14. It is the responsibility of the Group Leader to notify Us within 24 hours of arrival of any damage found in the accommodation. Any damage not notified will be assumed to be caused by the Group.

#### **Catered Accommodation**

15. Breakfast will be served between 7.30-10.00am. Where applicable a children's "High Tea" will be served between 6.00-7.00pm. Evening meals will be served at 7.30pm.

16. Shuttle drop offs and pick ups will be provided to/from the base station of the Saix Lift (Vercland) or the Morillon telecabine between 8.00-10.30am and 4.00-6.30pm. All reasonable efforts will be made to drop off and pick up guests as close the lifts as reasonably possible.

#### **No smoking policy**

17. For safety, insurance purposes and consideration to other guests a no smoking inside policy is adopted throughout the accommodation. We reserve the right to withhold the security deposit in full for any infringement.

#### **General**

18. We reserve the right to terminate without notice and liability the holiday of any group member whose behaviour is such that it is likely to disrupt the enjoyment of others on holiday or cause damage to the property or any third party.

19. Parties must be approved by Us at least 7 days prior to arrival. No music outside after 10pm and music but be turned down to an acceptable level as deemed by Us after midnight.

20. It is up to the Group Leader to ensure that each member of the party is responsible for the safety of all their own personal possessions, documents and equipment. No responsibility or liability is or will be accepted by Us in respect of such items.

21. It is up to the Group Leader to ensure that each member of the group has all their own necessary medical and travel insurance documents to cover themselves fully including damage to the property and fire, before embarking on the holiday.

22. We do not accept any liability wheresoever or howsoever arising or pay compensation for: a) any event which could not be foreseen or avoided. Such events include war, threat of war, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, fire, adverse weather conditions; b) any cancellation, loss, delay or costs wheresoever or howsoever arising or connected with adverse weather or traffic conditions, avalanche, mud slips, slides and snow conditions and the effect any of these may have on travel arrangements, accommodation and activities; c) limitations imposed by resort authorities, ski-lifts, ski school or ski hire operators; d) travel arrangements made by the Group or on behalf of the Group.

23. In the unlikely event of any problems occurring during your holiday, a complaint must be made immediately to Us so that We have the opportunity to rectify the problem. Any complaints made after departure on points not made aware of in resort will not be considered.

24. We are not responsible for any disruption to the Groups stay and/or enjoyment at the accommodation which are caused by a third party including, but not limited to building works and nuisance.

25. We do not accept any liability for personal injury or death wheresoever or howsoever arising caused to any visitor and/or any member of the group for their duration of stay.

26. Pets are not allowed.

27. We are not responsible for any illness or accident occurred as a direct or indirect result of using the hot tub, sauna or swimming pool. Usage is entirely at the Group Leader or the Groups own risk. The Group agrees to abide fully by the user instructions in the property manual.

28. Transfers booked by Us are operated and run by S.A.R.L GoMassif. We will not be held responsible or liable for any problems relating to the transfers.

29. We do not accept any liability if Wi-Fi is not available for all or some of the rental, and no refund will be offered where this is the case. The Group Leader will be held responsible for any illegal or other misuse of the Internet and will be liable for all consequences.

30. We reserve the right to increase or decrease the price of unsold holidays at any time.

31. We do our best to ensure the properties advertised on [www.chaletsinsamoens.com](http://www.chaletsinsamoens.com) are an exact replication of the website advert, however we will not offer any refund for any alterations to the property and its contents.

32. In no event will We be liable for any loss of income, loss of profit, or any indirect, consequential, special, incidental or punitive costs.

33. All users of [www.chaletsinsamoens.com](http://www.chaletsinsamoens.com) agree that the English language version prevails over all translations in another language.

34. All descriptions on [www.chaletsinsamoens.com](http://www.chaletsinsamoens.com) are given in good faith and believed to be correct. This is in relation to all aspects including activity pricing and information.

35. Chalets in Samoens will not be held responsible for the services provided in resort by any third party including but not limited to ski schools, ski hire organisations & nanny services.

36. A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract provided always this does not affect any right or remedy of a third party which exists or is available apart from this Act.

37. This agreement and any proceedings there under are to be governed by English Jurisdiction.

38. For the avoidance of doubt in the event of any conflict, the provisions of the Terms and Conditions prevail

39. The exact details of what is included in the property price, are as listed on [www.chaletsinsamoens.com](http://www.chaletsinsamoens.com) in the "additional information" page for the corresponding chalet and season.

40. Campervans are not permitted