

## **Terms & Conditions for Apartment 11, Jardin Des Neige A, Samoens, France**

These Terms & Conditions and the Booking Confirmation Form comprise the agreement between all those listed on the booking form on whose behalf the booking confirmation form has been signed and 'Apartment French Alps'. The contract is deemed to have been made as soon as the signed booking confirmation form is received by 'Apartment French Alps'.

1. The party leader is responsible on behalf of all other members of the party for all matters relating to the booking.
2. "The party" refers to all persons booked to stay in the apartment. The party includes any change of names to the original booking.
3. If at any time prior to the stay the party leader pulls out of the booking, 'Apartment French Alps' must be notified either by email or phone by the original party leader and a new booking confirmation and T's and C's form must be signed by the new party leader and returned to the 'Apartment French Alps' before embarking on the holiday.
4. In case of a dishonoured payment the party leader will be contacted to make payment by other means; this must be received by 'Apartment French Alps' within 7 days or immediately if the party is due to start the holiday in less than 7 days. Failure to do this will mean automatic cancellation of the booking.
5. 'Apartment French Alps' guarantees the price of the holiday as quoted at the time of booking. 'Apartment French Alps' reserves the right to increase or decrease the price of unsold holidays at any time.
6. Cancellations must be notified to 'Apartment French Alps' by the party leader as soon as possible in writing. Cancellation charges will be levied as follows: more than 8 weeks before arrival date – the deposit; 4 to 8 weeks – 50%; 2 to 4 weeks – 75% and less than 2 weeks – 100%.
7. Due to circumstances beyond 'Apartment French Alps' control, i.e. Acts of God, it may be necessary to make alterations to a confirmed booking or to cancel the booking completely. Whilst 'Apartment French Alps' will make every effort to ensure this does not happen, if it is unavoidable 'Apartment French Alps' will contact the party leader as soon as possible. In this instance 'Apartment French Alps' will offer a full refund of any monies paid for the apartment only. No other compensation will be offered.
8. Any loss or damage wheresoever or howsoever caused or arising by the party leader or members of the party to the property and grounds must be paid in full. Costs will be deducted from the damage deposit.

9. The party leader is responsible to ensure that the apartment is left clean and tidy on departure and that the garage remote control has been left in the kitchen drawer. If this is not the case an additional charge for unreasonable cleaning time will be deducted from the damage deposit. Please note that a replacement garage remote control costs approximately £70.

10. Any damage caused to the property and grounds resulting in an excess over and above the damage deposit, will be payable by the party leader on behalf of the party irrespective of which person was responsible. This is to be paid to 'Apartment French Alps' within 21 days of the party's departure.

11. 'Apartment French Alps' has the right to terminate without notice and liability the holiday of any party member whose behaviour is such that it is likely to disrupt the enjoyment of other occupiers of the building or cause damage to the property or any third party.

12. It is up to the party 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 in respect of such items.

13. It is up to the party leader to ensure that each member of the party has all their own necessary medical and travel insurance documents to cover themselves fully before embarking on the holiday. No responsibility is or will be accepted in respect of any such failure to insure wheresoever or howsoever arising.

14. 'Apartment French Alps' does 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, adverse weather conditions and fire;
- 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 party or on behalf of the party.

15. 'Apartment French Alps' does not accept any liability for personal injury or death wheresoever or howsoever arising caused to any visitor and/or any member of the party for their duration of stay. This is not intended to exclude any statutory rights the party and/or visitor may have. This agreement and any proceedings there under are to be governed by English Jurisdiction.

16. 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.

17. For safety & insurance purposes a non smoking policy is adopted throughout the building. If you need to smoke on the balcony, please ensure that you use the ashtray provided, and empty it on departure. 'Apartment French Alps' does not accept pets.

18. In the unlikely event of any problems occurring during your holiday, a complaint must be made immediately to 'Apartment French Alps'. Any complaints made after departure will not be considered.

19. All descriptions on this website, given by email or verbally, are given in good faith and believed to be correct. This is in relation to all aspect including activity pricing and information.

20. For the avoidance of doubt in the event of any conflict the provisions of these Terms & Conditions prevail.