

Terms and Conditions

'SARL Chalets in Samoens'

Chalet Brio
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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.

1. Payment terms

1.1 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.

1.2 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.

1.3 8 weeks before arrival, the Group Leader is required to pay the final balance.

1.4 We do reserve the right to refuse to accept any bookings at our discretion, refunding any deposit received.

1.5 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.

1.6 Payment by cheque is only permitted by prior agreement and a minimum of 30 days prior to the start of the Holiday. Cheques made out to the wrong amount will not be accepted.

1.7 If final payment has not been received within 14 days after the due date We reserve the right to consider the booking cancelled by the Group, in such instance any moneys received will be forfeited.

2. Cancellation policy

2.1 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.

2.2 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%.

2.3 Due to circumstances beyond Our control, e.g. fire damage to the chalet, it may be necessary to make alterations to a confirmed booking or for us 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 the instance of a cancellation by Us we will inform the group leader in writing with the statement "We regret to inform you that due to reasons beyond our control we have been forced to cancel your holiday" and We will offer a full refund of any monies paid. No other compensation will be offered. In the event that the guests are unable to travel to the chalet for whatever reason then this will be considered as cancellation by the Group Leader. All other circumstances where The Group or part of the Group are unable to enact the Holiday will be considered as a cancellation by the Group members or the Group in its entirety.

2.4 If the Holiday was paid for by cheque refunds will be made no earlier than 60 days after the cheque has cleared and can only be made into the account from which the cheque was paid from.

3. Check In & Check Out

3.1 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 checkout requests but we do not make guarantees.

3.2 We will inform the Group Leader by email if early check in and/or late checkout can be accommodated.

We reserve the right to change the terms and conditions at any time without prior warning

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4. Loss and Damage

4.1 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 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.

4.2 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.

5. Self-Catered Accommodation

5.1 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.

5.2 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.

6. Catered Accommodation

6.1 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.

6.2 Shuttle drop offs and pickups will be provided to/from the base station of the Saix Lift (Vercland), the GME (Samoens) or the Morillon telecabine between 8.00-10.30am and 4.00-6.30pm. Shuttle lifts will not be provided to/from Sixt, les Carroz or Flaine or any other resort. All reasonable efforts will be made to drop off and pick up guests as close to the lifts as reasonably possible.

7. No smoking policy

7.1 For safety, insurance purposes and consideration to other guests a no smoking inside policy is adopted throughout the accommodation. All smokers must smoke outside the premises with any windows and doors closed behind them. We reserve the right to charge a 200€ cleaning fee for any group member found to be in breach of the no smoking policy.

8. Parking

8.1 One parking spot will be allocated for the entirety of the group staying in Le Petit Brio. Two parking spots will be allocated for entirety of the group staying in La Terrasse. Four parking spots will be allocated for entirety of the group staying in Chalet Brio. Additional parking spaces must be requested in writing 7 days prior to arrival by the group leader. It is at our discretion as to whether additional parking spaces will be granted. In the case that additional parking spaces are granted We will notify the group leader in writing.

8.2 Campervans and or motorhomes are not permitted on the premises. It is at our discretion to determine what constitutes a caravan or motorhome.

9. Number of Guests

9.1 The maximum number of guests permitted on the premises at any one time is 4 for Le Petit Brio, 8 for La Terrasse and 16 for Chalet Brio without prior written consent from us.

9.2 If during the course of the booking process a lower number of guests has been agreed then this number shall be the maximum permitted to reside at the premises overnight.

9.3 We reserve the right to cancel the holiday of group members or of the entire group if found to be in breach of the number of permitted guests. In this instance no refund will be made whatsoever.

10. General

10.1 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, any staff member or that of our neighbours or cause damage to the property or any third party.

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

10.3 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.

10.4 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 but not limited to damage to the property and fire, before embarking on the holiday.

10.5 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 but are not limited to 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.

10.6 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.

10.7 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.

10.8 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.

10.9 Pets are not allowed.

10.10 We are not responsible for any illness or accident occurred as a direct or indirect result of using any of Our facilities including but not limited to the hot tub, sauna, gym, climbing room 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.

10.11 Transfers booked by Us unless stated otherwise 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.

10.12 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.

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

10.14 We do our best to ensure the properties advertised on 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.

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

10.16 All users of www.chaletsinsamoens.com agree that the English language version prevails over all translations in another language.

10.17 All descriptions on 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.

10.18 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.

10.19 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.

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

10.21 The exact details of what is included in the property price are as listed on www.chaletsinsamoens.com in the "additional information" page for the corresponding chalet and season.

11. Winter season 2020/2021

The following conditions in section 11 apply to the 2020/2021 winter season only, specifically guests arriving on or after Saturday 5th December 2020 and departing on or before Sunday 25th April. The following conditions in section 11 do not extend to guests where any day of the holiday is prior to Saturday 5th December 2020 or after Sunday 25th April 2021.

11.1 In order to ensure the future of the business of SARL Chaletsinsamoens wherever possible we would request that guests first try to claim from their travel insurance company for any losses. In the instance that an unsuccessful claim is made or a partial claim is made then SARL Chaletsinsamoens will refund in full if the claim is unsuccessful or refund the difference on a partial claim providing one or more of the following points within section 11.1 apply;

- A government travel ban is in place from the country of residence for all of the guests for the arrival date of the Holiday
- A government travel ban is in place in France on the arrival date of the Holiday
- Government sanctions are in place in France which prevent Us from receiving guests for the duration of the Holiday
- If by mutual agreement between Us and the Guests that the Holiday can be re-advertised and we successfully resell the holiday at an equal or greater value.

11.2 In order to ensure the future of the business of SARL Chaletsinsamoens wherever possible we would request that guests first try to claim from their travel insurance company for any losses. In the instance that an unsuccessful claim is made or a partial claim is made then SARL Chaletsinsamoens will refund in part based in the following way;

11.2.1 For all holidays;

- If by mutual agreement between Us and the Guests that the Holiday can be re-advertised and we successfully resell the holiday at lower value. In this instance we will refund up to the value of the newly sold holiday.

11.2.2 For self -catered holidays;

- A government travel ban is in place from the country of residence for more than 50% but less than 100% of the guests for the arrival date of the Holiday. In this instance a 50% refund will be made based on the total price of the holiday if an insurance claim is unsuccessful or refund the difference on a partial claim.

11.2.3 For catered holidays;

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- A government travel ban is in place from the country of residence for some but not all of the group on the arrival date of the Holiday. In this instance a full refund will be made to the guests who reside in the country with a travel ban if an insurance claim is unsuccessful or refund the difference on a partial claim.
- A government travel ban is in place from the country of residence for more than 50 % of the guests but less than 100% for the arrival date of the Holiday. In this instance a 50% refund will be made based to the guests who reside in a country with a travel ban on a pro rata basis if an insurance claim is unsuccessful or refund the difference on a partial claim.

11.3 The refund policy laid out in section 11.1 & 11.2 does not apply to the following circumstances. In the following circumstances the terms and conditions laid out in sections 1 through 10 inclusively shall apply.

- A government recommendation not to travel from the country of residence of the guests for any date of the Holiday
- A government recommendation not to travel is in place in France for any date of the Holiday
- If any member of the Group is diagnosed with Covid 19 or shows any symptoms of Covid 19
- If any members of Our staff is diagnosed with Covid 19 or shows any symptoms of Covid 19
- If any government imposed travel restrictions are in place including but not limited to quarantine for the country of residence of the guest either prior to arrival or after departure.
- If any government imposed travel restrictions are in place in France including but not limited to quarantine for any date of the Holiday
- If all or any members of the Group are unable to travel due to the cancellation of third parties

11.3 In all other circumstances then the terms and conditions laid out in sections 1 through 10 inclusively shall apply.