

Terms and Conditions

Please read carefully the following booking terms and conditions set out below before booking your accommodation. They form the basis of your contract with Chalet Chamois and set out the respective rights of both parties under that contract.

1. Definitions and Interpretation

1.1. The following conditions together with the information on our website form the basis of the contract where “We”, “Us” and “the Company” means Chalet Chamois (a trading name of Rough Country Lodges Ltd), of 18a Dick Place, Edinburgh, EH9 2JL, Scotland and where “You” and “the Client” means the person, group, firm or company completing this agreement and including all persons on behalf of whom the booking is made.

1.2. “The Property” and “the Chalet” means the upper-level property at 78 Route des Montquarts, Chamonix Mont-Blanc, 74400, France, it’s shared cellars and associated grounds.

1.3. “The Rental” means the contract to rent the Property for the purposes of short-term holiday accommodation for periods of less than 30 days consecutively.

1.4. Our “Agents” means SARL Chamonix ten80, 31 Avenue du Savoy, Chamonix, 74400, France and their directors, staff and appointed contractors.

2. Bookings

2.1. Where a booking is made more than 2 months before arrival the client must complete the Booking Form and pay a deposit of 25% of the total holiday price to confirm the booking.

2.2. Where a booking made within 2 months of arrival the completed Booking Form and full payment is required.

2.3. No reservation or contract exists until both the form and the payment are received by Chalet Chamois.

2.4. Once the Booking Form and payment are received a confirmation will be sent to the client along with the payment receipt and/or balance invoice. These should be checked for errors and any amendments required notified to us immediately as they may be more difficult to change later.

2.5. The balance of the rental charge (less any discounts applied) is then payable in full 8 weeks before arrival. It is your responsibility to ensure that the balance payment is made and received by us.

2.6. If payment is not received by the due date then we reserve the right to cancel the booking without further reference to the client and the appropriate cancellation charges will be applied (see below). We strongly recommend that the client have adequate travel insurance in place to cover the charges in the event of cancellation.

2.7. The company reserves the right to refuse to accept a booking and in this event any fees received will be immediately refunded and no further correspondence entered into.

3. Alteration or Cancellation by the Client

3.1. Alterations to a confirmed booking should be notified to us by the client at the earliest possible opportunity. Where such an alteration can be accommodated we reserve the right to charge an amendment fee of £25 at our discretion, and to recover any additional costs incurred by us.

3.2. Should the client wish to cancel the booking notice must be given in writing or by email by the party leader as soon as possible. The effective date of such notice is the date and time it is received by us and the following cancellation charges will apply:

- More than 8 weeks before arrival - 25% of total rental cost (ie the deposit)
- 56 to 29 days before arrival - 50% of total rental cost
- 28 to 15 days before arrival - 75% of total rental cost

- 14 to 00 days before arrival - 100% of total rental cost

3.3. In the event that the property can be re-let for some or all of the same days as the cancelled booking and the client has assisted in this regard (such as by helping source the alternative client), then we may, solely at our discretion, reduce the cancellation charge by up to half of what it would have been had the property not been re-let.

4. Alteration or Cancellation by Us

4.1. It is highly unlikely that we would need to significantly alter or cancel the booking, but we reserve the right to do so.

4.2. Except where as a result of "Force Majeure", if we do have to significantly change or cancel a booking the client will be offered compensation, a full refund or the option to exchange dates.

4.3. If cancellation is required, and entirely at our own discretion, we may attempt to find substitute accommodation for you through our agents. This does not imply success or constitute an 'accommodation guarantee' - it is merely a goodwill gesture. In this or any other cancellation event our liability to you is limited only to the monies actually paid.

4.4. A non-exhaustive list of "Force Majeure" events includes war, threat of war, riot, terrorist activity (threatened or actual), civil or industrial dispute, airport closure, road closure, fire, flood, avalanche or other adverse weather condition, natural disaster and anything else also deemed an "act of god" or otherwise beyond our control.

5. Security Deposit

5.1. A security deposit of £250 is payable to cover any losses, damage, additional cleaning or other charges should the property be left in an unsatisfactory condition on departure.

5.2. The security deposit is usually taken from the party leader's credit card in the week preceding arrival and refunded less any charges to that same card in the week after departure.

5.3. Where the cost of rectifying any losses or damage exceeds £250 you remain liable for this cost and authorise us to recover the excess from the same card. Where the excess cannot be recovered from the card you still remain liable.

6. Arrival and our Agents in Resort

6.1. To allow cleaning following departure of the previous guests, access to the property is not normally allowed before 4pm on the day of arrival. Similarly on day of departure you will need to vacate the property by 10am to allow cleaning before the next guests.

6.2. Access before 4pm and departure after 10am may be possible if the chalet is vacant before/after your rental, but only when agreed in advance with us and subject to our agents agreement.

6.3. Our agents in the valley are an English-speaking and English-owned local company specialising in running property and organising activities in the valley. Called "Chamonix ten80" they will contact you roughly one month before arrival to confirm your estimated arrival time and to arrange any additional services you may desire - lift passes, guiding and so on (see our website for more details). Please ensure you respond to their introduction so that everything runs smoothly on day of arrival.

6.4. On your actual day of arrival you must telephone them approximately 1 hour before arriving in Chamonix (usually leaving or passing Geneva) to give them time get to the chalet to meet you with the keys. They will show you around, explain how things work and give you an up-to-date weather report. They will also explain/introduce you to any other services you have booked with them.

6.5. For the avoidance of doubt, any services you contract with the agents directly are between you and them only - Chalet Chamois accepts no liability on their behalf other than for those property maintenance services for which we are already contracted.

6.6. Shortly after arrival and settling-in you should check the chalet for damage and missing items and report any problems to Chamonix ten80. If you fail to bring to their

attention any damage or losses within 24 hours of your arrival it will be assumed that you were responsible for such damage.

7. Smoking

7.1. For the benefit of the owners and other guests there is no smoking allowed anywhere inside the building. If you wish to smoke please do so outside in the garden or on the balcony. Please do not lean out of the windows to smoke a cigarette.

8. Personal Belongings and Security

8.1. Chalet Chamois takes security of the property seriously and we request that you take care to minimise risks. You will be provided with two sets of keys for the property. Please make sure that the property is properly locked when not occupied including closing windows and balcony doors.

8.2. As at home please also take precautions if leaving the property unoccupied whilst using the garden.

8.3. Your personal items and property are at all times your own risk and Chalet Chamois cannot accept responsibility for loss or damage howsoever caused.

8.4. Responsibility, Behaviour and Children

8.5. Under no circumstances may people or pets other than those specified on the Booking Form be allowed to occupy the property.

8.6. The client agrees to take good care of the property and to immediately report and be responsible for any breakages or damage caused during their stay.

8.7. The client also agrees to leave the property in a clean and tidy condition prior to departure and accepts that the cost of any additional cleaning required will be deducted from the security deposit before return.

8.8. The property is located in a residential area of Chamonix popular with families and local residents. We take seriously the right of our neighbours to enjoy the peace and calm for which the Les Bossons commune is known. Consequently where the behaviour of any or all of the party (including children) is considered to be detrimental to Chalet Chamois, its staff, agents, clients or any third party (including our neighbours) we reserve the right to terminate the rental contract without refund & no further contractual obligations will apply.

8.9. Chalet Chamois is inherently a safe place for children and adults, however any client bringing children to the property does so at their own risk and accepts responsibility for their welfare at all times.

9. Insurance

9.1. Given the hazardous nature of skiing, snowboarding and the other outdoor activities available in the valley it is a condition of booking that all members of the clients party have adequate and appropriate insurance to cover the activities they intend to undertake.

9.2. In particular please ensure that you have appropriate and adequate insurance if you intend to ski off-piste and that you are sufficiently skilled and properly equipped to do so - usually this means taking a qualified guide, a transceiver, shovel & probe.

9.3. Please also remember that most insurance companies will no longer consider paying out to a claim if it appears that the claimant was under the effect of alcohol or drugs at the time of the incident. Drinking and skiing is no longer acceptable behaviour.

9.4. Chalet Chamois accepts no liability for damages, injury or death and no insurances are provided other than building insurance for the property.

10. Departure & Clearing the Property

10.1. As explained at arrival our Agents will arrange a time to meet with you on day of departure to collect keys and verify that no damage or other loss has taken place.

10.2. On departure the property should be left in a clean and tidy condition with all personal items & baggage removed, all bins emptied, and the fridge-freezer and cupboards emptied of any food.

10.3. Departure time on day of departure is normally 10am to allow cleaning before the next guests arrival. This may be flexible to a degree when agreed in advance.

10.4. If you overstay the departure time there may be a charge appropriate to overtime charges as cleaners still need to make the chalet ready in time for the next guests.

10.5. Any keys not returned at departure will be charged against the security deposit at £10 per key or £25 for a full set of four keys. Please make sure you return all keys!

11. Return of Security Deposit

11.1. The security deposit will be refunded to the original party leader's card during the week following your departure.

11.2. Where damage or other charges are applicable then these costs will be deducted from the refunded amount and you will receive an invoice detailing the breakdown of the charges.

11.3. There may be delay in refunding the balance when repairs have to be carried out and no refunds will be made until all repair works are complete.

11.4. Where the cost of any losses, damages or repairs exceeds the £250 security deposit originally taken from the card we will charge the same card for the balance and again supply an appropriate invoice.

11.5. If we fail to succeed in charging the card (for example due to insufficient funds or stoppage) you still remain liable for the charges and your liability does not end until all damages are paid for in full.

12. Complaints

12.1. In the event of any complaint the client must immediately in the first instance contact the company or our agents in resort whichever is most appropriate, and give us maximum opportunity to deal with and correct the complaint.

12.2. In no circumstances will a compensation be made or correspondence be entered into in connection with complaints raised after the property has been vacated.

13. Accuracy of Information

13.1. The description of the property in our literature and on our website is believed accurate and given in good faith. That said all description is subjective and if there is any feature of particular importance to your enjoyment of the property we would ask that you contact us before-hand in order to be completely assured.

14. General

14.1. The person who signs the Booking Form (or is named as the client if the Booking Form is completed by email or over the telephone) should be the party leader and a member of the party staying at the chalet for the whole period of the booking. That person certifies that they he or she is authorised to agree the Terms and Conditions on behalf of all persons included on the Booking Form, including those added or substituted at a later date.

14.2. The party leader is the person to whom all correspondence will be directed and is the person responsible for the payment of the security deposit before arrival. They are responsible for all others in the group in so far as this contract is concerned.

14.3. These terms and conditions form the contractual basis for the agreement between the company and client. The contract is deemed to have been made at 18a Dick Place in Edinburgh and the proper law of the contract is Scottish law.

14.4. Where there is a discrepancy between these terms and conditions and other content of our literature or website then these conditions shall prevail.

15. Limitation of Liability

15.1. In the event that Chalet Chamois is found liable on any basis whatsoever our maximum liability to the client is the actual cost of the booking in question.