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**Notice :** The contents of this Madame Vacances Hotels and Resorts site have been compiled with utmost care. It is nonetheless possible that errors, material or otherwise, may have occurred. We would also like to emphasise that the photographs featured in our brochure and on our website are non contractual and impose neither obligation nor responsibility on our part. They are for illustrative purposes only.

**1. Objective:** Each booking is made under the condition of temporary residence only. It is strictly forbidden for clients to use accommodation as a principal or even secondary residence. Under no circumstances may professional or commercial business be conducted from the premises. The contract will be governed by English law and any disputes which arise must be brought within the courts of England and Wales, unless you live in Scotland or Northern Ireland, in which case proceedings can be brought within these courts.

## **2. Prices:**

i. General : Madame Vacances Hotels and Resorts reserves the right to modify the prices in this brochure at any time and for any reason. Products and services will be charged according to the rates in place at the time of booking. All prices include tax and are stated in Euros. All bookings regardless of their country of origin have to be paid in Euros. Prices are per unit of accommodation and per week, unless otherwise stated. Holiday tax, booking charges, optional services and the cost of sporting activities (unless otherwise indicated) are not included, and neither is the damage deposit which is to be paid by the client upon arrival.

ii. Currencies : The currency shown should be the currency in which you are debited. This is the information Madame Vacances passes to your card issuer. In some instances, the card issuer can interpret the transaction as originating from France and will therefore wrongly convert the amount into Euros at their rate and can furthermore charge you a foreign transaction charge. In no way is Madame Vacances at fault or liable for these charges. However, Madame Vacances will indeed ensure that you are refunded enough to cover any shortfall as quickly as possible. Customers just need to notify us in writing and send us the details to [bookings@madamevacances.co.uk](mailto:bookings@madamevacances.co.uk). Should you wish to raise the matter further with your card issuer, we can provide technical proof that we had sent the original request in sterling.

**3. Deposit and payment of the balance** : Upon making a booking, the client must pay part or the total amount of the holiday, according to arrival date.

**Arrival date less than 40 days** : The total amount of the booking must be paid on line at the time of booking.

Arrival date between 40 and 70 days, for a stay over 70€ - there are 2 payment options :

°Option 1 : 30% of the deposit paid at the time of the booking. The balance paid a month before arrival. This payment must be made within 72 hours of the payment reminder.

°Option 2 : The client can choose to pay the full amount at the time of the booking **and save 15€ on his booking**

Arrival date over 70 days, for a stay over 70€ - there are 3 payment options :

°Option 1 : 30% of the deposit paid at the time of the booking. The balance paid a month before arrival. This payment must be made within 72 hours of the payment reminder.

°Option 2 : Payment in 3 installments : 15% at the time of the booking. A second payment of 15% a month later and the balance to be paid a month before arrival. These second 2 payments must be made within 72 hours of the payment reminder

°Option 3 : The client can choose to pay the full amount at the time of the booking **and save 15€ on his booking**

On-line payments are secure. Payment can be made by the following bank cards : Visa, MasterCard or American Express. If the Client wishes to pay secondary installments by bank transfer or another payment card, he must inform Madame Vacances Hotels and Resorts 8 days before the installment is due. If this is not done, the original bank card will be debited for the amount due.

**4. Security guarantee:** Thanks to our secure server PAYBOX we guarantee total security on all your transactions. For that reason we use the highest performing cryptographic system on the market ? SLL: Secure Socket Layer. This Cryptographic system is the most widely used on the internet to protect the transmission of

information between a client and a server. It allows the transfer of your bank details online in total security. Furthermore, it is compatible with the latest versions of all the browsers on the market. At the time of entering your private details, you will see the following icons appear: It is the proof that it is a secure site and that you can enter your card number with complete confidence. The SSL software encrypts all your bank details at the moment of their entry. Through their unique transfer via Internet, it is then impossible to read them. We never have access to your bank details.

**5. Holiday Taxes:** Holiday taxes are not included in the prices. As an indication, the amount tends to vary from 0.20€ to 1.50€ per person, per night. This tax is a fixed amount in each location, and is regularly revised by the local authorities, to whom we are required to transfer the tax collected from our clients.

**6. Booking charge** Unless otherwise specified (see \*), each reservation is subject to a booking charge of 18€ for reservations paid for by credit/debit card, and 25€ for reservations paid for by cheque, *chèque-vacances*, American Express card or bank transfer. This booking charge is payable at the time of booking, and is separate to the cost of accommodation. There is no booking charge for reservations made online with [madamevacances.co.uk](http://madamevacances.co.uk) (*\*Higher booking charges apply at certain sites. The charges are as follows: 30 or 35€ per house or apartment and 45€ per villa, at St Jean de Monts, St Gilles Croix de Vie, St Hilaire de Riez*).

**7. Modifications made to key elements of the reservation by Madame Vacances Hotels and Resorts :** In unforeseen or unavoidable circumstances (known in France as *force majeure*), Madame Vacances Hotels and Resorts reserves the right to modify one or more of the services on offer. This includes both the accommodation itself and any optional additional services. The client will not be charged for any unavailable services. Should the aforementioned situation arise the client will be notified of these modifications by fax, e-mail or telephone and a letter will be sent by recorded delivery by way of confirmation. The client may then choose to : - either terminate his/her contract and be fully reimbursed - or accept the modifications or the alternative holiday proposed by Madame Vacances Hotels and Resorts. Both parties will then sign an amendment detailing the modification. Should there be a reduction or increase in cost this will be deducted from or added to the outstanding balance owed by the Client. If payment has already been made in full and exceeds the price of the substitute holiday, the surplus will be refunded to the client before the date of the end of their stay.

**8. Modifications made to key elements of the reservation by the Client :** The length of stay is stated in the booking confirmation. The length of stay may be extended, at the discretion of Madame Vacances Hotels and Resorts, provided there is a sufficient availability. Madame Vacances Hotels and Resorts is under no obligation to offer the client the same apartment or the same rates as the original reservation. In the case of an extended stay with a revised price, the new price will be applied as of the original arrival date. In the case of an early departure which does not come under the cancellation conditions, the price will be revised to correspond with the shortened length of stay and will apply from the date of arrival. In addition to the above conditions, the client must put the desired modifications to the contract in writing and send it to Madame Vacances Hotels and Resorts, with a cheque for 35 € to cover administration charges, no later than 31 days before the arrival date.

**9. Cancellation conditions: If the client cancels a reservation the following amounts will be retained :**

°More than 30 days before the arrival date: the deposit

°Between 30 and 21 days before the arrival date: 45% of the total cost of the holiday.

°Between 20 and 8 and days before the arrival date: 60% of total cost of holiday

°Between 7 and 4 days before the arrival date: 90% of total cost of holiday

°3 days or less before the arrival date: full cost of holiday.

In order to cancel a booking, written notice must be given to Madame Vacances Hotels and Resorts. The date of cancellation will be considered to be the date on which this written cancellation is received. In the case of a booking at Premium rate, which is possible at certain dates in our hotels and town residences (Montpellier), bookings can be cancelled without charges up to 14 days before arrival. All amounts paid will be reimbursed. Between 14 days and arrival day the standard cancellation conditions apply. Madame Vacances Hotels and Resorts reserves the right to exceptionally cancel online booking within the 24 hours of the booking being made. In this case the bankcard will not be debited.

**10. Termination of stay :** The client is not entitled to any compensation or reimbursement of any kind if they shorten or interrupt their stay, regardless of the reason (including strike action or repatriation on medical grounds, etc). In addition, any unused service will not be refunded.

**11. Arrival and departure times :** The villas, chalets, apartments and hotel rooms are available to the client from 5pm. On the day of departure they must be vacated by 10am, otherwise the client will be invoiced for an extra day in the accommodation. In the case of a late arrival, i.e. after 8pm the client must contact Madame Vacances Hotels and Resorts or the site manager to agree an arrival time or an access to the accommodation after reception is closed.

**12. Damage deposit :** A damage deposit is requested on the client's arrival : 260 Euros for apartments and 750-1000 Euros for chalets and villas. The deposit will be returned within 15 days of the client's departure. This delay allows Madame Vacances Hotels and Resorts to discover any damage not immediately noticeable. In any apartment, chalet or villa, if cleaning or repair work is necessary, or if a broken or damaged object needs replacing, the amount deducted from the damage deposit for expenses will be justified by means of an invoice. The client will be charged 8 Euros for any lost key. Throughout his/her stay, the client is automatically held fully responsible for any object that is damaged or broken, and for any other damage to any other contents of the property.

**13. Contents :** The apartments, chalets, villas and hotel rooms are fully equipped with cutlery, crockery and bedding (except sheets and towels, unless the client requests these at the time of booking and pays the extra charge). It is forbidden to use the beds without sheets. Due to there being many simultaneous arrivals and departures, it may be impractical for Madame Vacances Hotels and Resorts to check the accommodation upon the client's arrival. In this case, a list of the contents of the accommodation will be compiled before arrival at the property and a written copy provided for the client, who should then inform the manager of the residence as soon as possible if there are any discrepancies. Upon arriving at the property after a previous client's departure, the client should indicate any problems, damage or missing items. In their own interest, each client should therefore compile an inventory upon arrival detailing any marks and stains, appliances that do not work properly and submit this in writing to the manager of the property with minimal delay.

**14. Client obligations** The accommodation will be provided to the client in a good state of repair. It is expected that the client uses the property and its contents respectfully and responsibly. The apartments, chalets, villas and rooms all conform to French safety regulations and are regularly inspected. They are equipped for holiday use. The maximum occupancy of the accommodation is indicated in its description. The accommodation must never be occupied by a greater number than that stated in the contract. In locations where amenities such as communal or private swimming pools, saunas, spa pools, gyms or games are available or other activities are proposed in collaboration with other providers, the client must, before use, judge themselves to be fit, in a good state of health and capable of participating or using the equipment. They must also take note of the instructions regarding usage, maintenance and safety and be sure to understand and respect these rules. If these instructions are not followed Madame Vacances Hotels and Resorts will not take any responsibility for damage, loss or injury to those using the equipment.

Finally, Madame Vacances Hotels and Resorts reserves the right to deny access to any equipment or service to anyone who refuses to conform to the rules of use or safety.

**15. Responsibility :** Madame Vacances Hotels and Resorts will not be held responsible for the damage or theft of personal belongings within accommodation, including in individual safes, communal areas, car parks or any other area of the residence or hotel. Similarly, Madame Vacances Hotels and Resorts will not be held responsible should injury, illness or death occur as a result of the practice of a sport or any other activity organised on or off site. Madame Vacances Hotels and Resorts will not be responsible for any unforeseen circumstances that may upset or interrupt the holiday or prevent it from taking place. The client must ensure that they hold valid insurance (comprehensive and civil responsibility as well as an extension of home insurance), from a creditworthy insurance provider, proof of which they must be able to provide upon request by Madame Vacances Hotels and Resorts. Unless a written agreement has previously been accorded, all minors under 16 years of age are the sole and exclusive responsibility of their parents or accompanying adults throughout the duration of the holiday. The client and any other person not employed by Madame Vacances Hotels and Resorts are strictly forbidden to enter any area marked for staff access only. If the above enter these areas it is at their own risk, Madame Vacances Hotels and Resorts will take no further responsibility.

**16. Complaints :** Any complaint arising during the stay must be brought immediately to the attention of the manager or head of reception. If the problem cannot be resolved onsite the client must notify Madame Vacances Hotels and Resorts in writing within 15 days of the end of the stay, with details of the complaint. After this period, no complaint will be dealt with and no correspondence will be entered into. In any situation the client must pay the total balance of the stay within the designated time scale, not retaining any of the money owed unless agreed by Madame Vacances Hotels and Resorts. Failure to do so may result in the complaint not being considered by Madame Vacances Hotels and Resorts.

**17. Cancellation insurance :** Madame Vacances Hotels and Resorts has taken out a cancellation insurance with CICP S.A. (Capital 41.200 €, Head office : 8, rue Auber - 75009 PARIS) who are insurance brokers operating under licence number 435 354 055 at the Registre du Commerce de Paris. This company is registered with the Registre des Intermédiaires en Assurance (ORIAS) with ORIAS CICP Assurances number being 07 004 999. By taking out cancellation insurance at the time of making the reservation, the Client can benefit from cancellation insurance on their contract. It will cost them 3% of the total price of their reserved stay with a minimum charge of €8. Having taken out this insurance, in case of cancellation by the Client, the total sum of payments already made will be refunded, excluding reservation charges (between €18 and €45 depending on the method of payment and destination) and an excess of €35 corresponding to the administrative fees of the insurance company. The guarantee takes effect from midday of the day after payment of the insurance until the end date of the stay indicated on the contract. In case of cancellation or interruption of the stay, provided that the cancellation is due to an event occurring after the original reservation (which must be one of those stated below), the insurance company will refund the insured party the total sum previously paid (deposit or rental charge), according to the sales conditions specified on the contract. -

**Serious illness, serious accident or death :**

°of the insured party

°of their spouse or common law partner who is resident of the same household

°of their immediate family (parents and children)

°of their brothers and sisters

°other members of the travelling party provided that they were specified at the time of reservation or within 24 hours following the reservation being made online.

- **Accident entailing serious damages to the place of residence of the insured party**, in their secondary residence or a company that belongs to them. This would have to occur before the planned departure date or date of possession of the rented property and be on such a scale that it imperatively needs the Client's presence or that of someone else mentioned on the reservation contract. - **Unforeseen difficulty in carrying out the stay due to dismissal of the insured party**, be it due to sudden and unforeseen dismissal, or be it following a transfer causing a permanent change of residence, on the condition that the employers notification is after the confirmation or the reservation. - **Notice to appear before court on the condition that the notice to attend is received after the date of confirmation**. As far as rental is concerned, our guarantee is approved on the condition that the rental is totally vacated. The highest rate of refund is €8000 net. In order to benefit from cancelation insurance the number of people in the party must not exceed the stated maximum capacity of the accommodation type reserved. In case of you would like to add people, please send an e-mail to the following address with the first and last name of the people who have been added.

**THE FOLLOWING ACCIDENTS/DISASTERS ARE NEVER INSURED WHEN THEY RESULT FROM:**

- ° Other events other than those previously stated.
  - ° Civil or foreign wars, riots, demonstrations, strikes
  - ° Atomic, nuclear or chemical disasters- Epidemic, pollution or natural disasters
  - ° Deliberate or intentional acts committed by the insured party
  - ° Intoxication, use of medication or non-medically prescribed drugs
  - ° An illness following aesthetic surgery
  - ° A state or situation occurring before the reservation is made, such as a medical problem or a pre existing disability and their progressive complications, pregnancy beyond three months, child birth, miscarriage and their after effects.
  - ° Effects following treatment for anxiety and/or after taking anti depressives not accompanied by hospitalisation,
  - ° From undertaking a sport as a paid professional participant in an official competition that is organised by a sports federation,
  - ° Any act carried out by the insured party themselves or by the provider themselves or following a change to the contracted services or the non-compliance to the contract.
  - ° Accidents due to undertaking the following activities: skiing (and snowboarding), mountain biking, deep sea diving, mountaineering, air sports (including kite surfing and paragliding), hunting of dangerous animals, caving as well as mechanical sports.
- See the full terms and conditions and the procedures for claiming.

**18. Other Information :** Choosing to take holidays in off peak periods can provide many advantages. There is less traffic on the roads, prices are lower, the atmosphere is more peaceful. On the other hand, there can be fewer activities available and some shops or services may be limited and/or closed. Swimming pools and restaurants are usually open but if there is bad weather, if cleaning or maintenance is being done or for any other reason outside our control, it is possible that some services are unavailable or suspended. If you wish to make use of a facility, especially if it is essential to your holiday, please ask for confirmation that it will definitely be available during your stay. Specific requests will be invoiced at 60€ per week. Pets are allowed in most of our establishments for a fee: 5€/day/animal or 30€/week/animal, or 13€/day/animal in hotels. This supplement can be paid at the time of booking or on the spot.

In accordance with the conditions of article L 121-20-4 of the French Consumers Code, the right to withdrawal as regards the sale of goods or provision of services does not apply to service contracts regarding accommodation, transportation, food and leisure activities, which are made available at a set date and for a fixed period.

**19. Penalty Clause:** For every payment deadline missed, with effect as of the second letter sent to the Client, a handling fee of 15 Euros per reminder letter will be charged. Should failure to pay becomes a legal matter, the complete debt will include handling fees and interest charged at the current legal rate, as well as any legal and administrative costs whatever their nature.

**20. Termination of contract :** Any contract will be automatically terminated without legal proceedings if the client fails to fulfil any of their obligations or behaves inappropriately in the accommodation thus disturbing other clients or the running of the Madame Vacances Hotels and Resorts site. In this case, the client must immediately return the keys to the property and may be required to leave immediately.

**21. Legal competence** : Before undertaking any legal proceedings, both parties must attempt to resolve their dispute out of court. Failure to do so may result in the rejection of any claim submitted in court. If no solution can be reached out of court, parties attribute competence exclusively to the courts of England.

Wether you have any question, please contact us or go to [help/FAQ](#).