

## General Sales Conditions

**Ski France, Summer France and Ski France Classic Chalets are trading names of Ski France Ltd, company number 3880065, registered address and postal address: 44 Connaught Street, London W2 2AA, UK.**

**Ski France Ltd is a member of the Association of British Travel Agents (ABTA), ABTA number Y0107.**

The Booking Conditions presented here, together with the Privacy Policy and any other written information brought to the client's attention before and in the process of confirming their booking, form the basis of the client's contract with Ski France, Summer France and Ski France Classic Chalets and apply to all of the holiday properties and destinations Ski France, Summer France and Ski France Classic Chalets provide. Ski France, Summer France and Ski France Classic Chalets ask that the Client reads them carefully as they set out the respective rights and obligations. In these Booking Conditions, references to "the client" refer to the named person on the booking and all persons on whose behalf a booking is made, or any other person to whom a booking is added or transferred.

By making a booking, the named person on the booking agrees to the following conditions on behalf of all persons detailed on the booking:

1. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
2. He/she consents to Ski France, Summer France and Ski France Classic Chalets use of information in accordance with their Privacy Policy.
3. He/she is over 18 years of age and, where placing an order for services with age restrictions, declares that he/she and all members of the party are of the appropriate age to purchase those service.

All information about the holiday properties and services on offer is available to consult via the websites Summer France, Ski France Classic Chalets and Ski France and via their sales advisors who can be contacted by telephone, by webchat and by email.

The legal information is presented in English and is available at the moment of online purchase.

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**Notice:** The contents of the Ski France, Summer France and Ski France Classic Chalets website has been compiled with utmost care. It is nonetheless possible that errors, material or otherwise, may have occurred. We would also like to indicate 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. Object of the booking**

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.

### **2. Prices**

Ski France, Summer France and Ski France Classic Chalets reserve the right to modify the prices online 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 either GBP or Euros, depending on which version of the site is being consulted. The currency is clearly stated on the website and all documents sent out. All bookings, regardless of their country of origin, are to be paid in GBP or Euros, depending on the currency with which the booking was made. Prices are per unit of accommodation and per week, unless otherwise stated. Local holiday taxes, optional services and the cost of sporting activities (unless otherwise indicated) are not included; neither is the damage deposit, which is to be paid by the client upon arrival.

### **3. Deposit and payment of the balance**

Upon booking, the client must pay part or the total amount of the booking, dependent upon the arrival date.

#### **For an arrival date less than 40 days after booking:**

The total amount of the booking must be paid online, or by telephone, at the time of booking.

#### **For an arrival date between 40 and 70 days after booking, there are 2 payment options:**

Option 1: 30% of the deposit to be paid at the time of the booking (for some properties, the amount of the deposit may be less than 30%). The remaining balance is to be 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€/ 15GBP on his/her booking.**

#### **For an arrival date over 70 days after booking, there are 3 payment options:**

Option 1: Payment in 3 installments : 10% at the time of the booking. A second payment of 10% 2 months before the arrival date 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 2: 30% of the deposit paid at the time of the booking (for some properties the amount of the deposit may be less than 30%) . The balance paid a month before arrival. This payment 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€ / 15GBP on his booking.** For reservations made with the '**Non Refundable**' rate, the client must pay the full amount of the stay at the time of booking. These special rates and booking conditions do not allow the 15€/15 GBP saving indicated above.

**Group bookings:** For all group bookings, where more than 4 accommodation units are booked together, the Client must pay 30% at the time of booking and the balance a month before arrival. The lower deposits indicated for certain destinations and certain dates do not apply to group bookings.

Online payments can be made via the INGENICO secure e-payment system using Visa, MasterCard or American Express. The initial payment is debited at the time of booking.

If the Client wishes to pay secondary instalments by bank transfer or another payment card, he/she must inform Ski France, Summer France or Ski France Classic Chalets. Failure to do so will result in the original bank card being debited the amount due.

Ski France, Summer France and Ski France Classic Chalets reserve the right to cancel a client's booking if payment of the balance is not received by the date indicated and after payment reminders have been issued.

#### **4. Payment Security**

Thanks to our secure INGENICO server payment system, we guarantee total security on all your transactions. For that reason, we use the highest performing cryptographic system on the market: SSL (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 for the transfer of your bank details online with total security. Furthermore, it is compatible with the latest versions of all the browsers on the market. At the time of entering their private details, the client will see the following icons appear:

It is the proof that this is a secure site, so the client can enter all his/her card details with complete confidence.

The SSL software encrypts all the client's bank details at the moment of their entry. Through their unique transfer via Internet, it is then impossible to read the bank details, meaning we never have access to them.

#### **5. Local holiday taxes**

Holiday taxes are not included in the prices. As an indication, the amount tends to vary from 0.20 € to 3.00 € per person, per night. This tax is a fixed amount in each resort, and is regularly revised by the local authorities, to whom we are required to transfer the tax collected from our clients.

#### **6. Modifications made to key elements of the reservation by Ski France Classic Chalets, Summer France or Ski France**

In unforeseen or unavoidable circumstances, excluding cancellation for Covid-19 reasons (as stated in Clause 9) Ski France, Summer France or Ski France Classic Chalets reserve 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 e-mail or telephone. The client may then choose to either:

- Terminate his/her contract and be fully reimbursed.
- Accept the modifications or the alternative holiday proposed by Ski France, Summer France or Ski France Classic Chalets.

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 end of their stay.

#### **7. Modifications made to key elements of the reservation by the Client**

The length of stay is stated in the booking confirmation. If the client wishes to extend their stay, the length of the stay may be extended, at the discretion of Ski France, Summer France and Ski France Classic Chalets, provided there is

sufficient availability. Ski France, Summer France and Ski France Classic Chalets are under no obligation to offer the client the same chalet 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 a shortened stay, which is not subject to the cancellation conditions, the price will be revised to correspond to the shortened length of stay and will apply from the original arrival date. For such a change of dates, the client must put the requested modifications in writing and send the request to Ski France, Summer France or Ski France Classic Chalets and an administration fee of 35€, or 35 GBP, will be charged and must be paid no later than 31 days before the arrival date.

## 8. Cancellation conditions

If the client cancels a reservation, except for reasons specifically related to Covid-19 and as detailed in Clause 9, 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 Ski France, Summer France or Ski France Classic Chalets. The date of cancellation will be considered to be the date on which this written cancellation is received.

In the case of a booking made with the **'Free Cancellation' terms and rates**, the client can cancel up to the date specified at the time of booking, or the number of days before arrival specified at the time of booking, without any fees being charged and any fees paid will be refunded. If the client cancels after this date the cancellation fees will be equal those noted above. These Free Cancellation terms and rates only apply to certain properties and certain dates of stay.

For bookings made with the **'Non-refundable' rate** (or for bookings made during certain promotions whereby a non-refundable policy is indicated), the cancellation conditions indicated above do not apply. A booking made with the Non-refundable rate will not be refunded or re-credited to the client's account.

**Group bookings:** For all bookings of 4 or more accommodation units, the following cancellation conditions apply:

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

Less than 30 before the arrival date: the total cost of the holiday

For all bookings (individuals and groups) Ski France, Summer France and Ski France Classic Chalets reserve the right, in exceptional cases, to cancel an online booking within the 24 hours of the booking being made. In this case, the bankcard will be immediately re-credited.

**Ski Extras:** Ski hire and ski passes can be cancelled, without any cancellation fee, up to 7 days before arrival. For cancellations less than 7 days before arrival the full amount will be charged and no refund or credit note is possible.

## 9. Cancellation due to issues relating to Covid-19

If free cancellation is no longer applicable and the accommodation is cancelled by Ski France, Summer France, Ski France Classic Chalets or by the client for one of the following reasons:

- The relevant local ski area is closed due to the Covid-19 pandemic,
- The French government or local authorities has stipulated that holiday accommodation cannot operate,  There is a prohibition on movement of people that prevents clients from travelling to their booked holiday accommodation,
- The French government requires visitors to quarantine on arrival in France,
- The FCO or equivalent government body for the client's country of origin requires clients to quarantine on return from their holiday,

Ski France, Summer France or Ski France Classic Chalets will offer the client a choice between the following options:

- Postpone the booking to the corresponding week the following year or the one after (depending on availability), in the same property, at no extra cost, even if the cost of that week would otherwise have risen
- Defer all monies paid onto a future holiday booking at any of their properties, taken any time in the next 2 years, and valid at properties across the whole of the group, summer or winter.

#### 10. Early departure

The client is not entitled to 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. Transfer service

If the client has reserved a transfer from an airport or railway station, this service is provided by a sister company: MV Transport. The booking conditions for these transfers can be found below:

##### Definitions

##### Terms and Conditions of Carriage

- "MV Transport" shall refer to the transport company SAS MV Transport, capital 12 000€, code APE 4931Z, SIRET 803 671 890 00017, head office address: 472 rue de la Leysse – 73000 Chambéry.
- "Client" shall refer to the person that makes the booking for themselves or on behalf of other persons and is responsible for all passengers travelling under the reservation.
- "Passenger" shall refer to a person within a party.

##### Booking conditions

- The prices shown are firm and definitive for the 2024-2025 season.
- Bookings made by telephone are subject to, and the client accepts, Summer France's Terms and Conditions.
- Full payment is required at the time of booking unless an alternative arrangement has been made with Summer France
- Summer France will provide written confirmation of the booking

##### Modifying and cancelling a booking

- Any changes to a booking must be made no later than 15 days prior to your arrival.
- Customers are entitled to cancel their booking by email.
- Cancellations must be made at least 15 days before the time of travel in order to receive a full refund. 50% refund will be given if cancellation is received between 8 days and 14 days before you the scheduled travel date. No refund will be given if cancellation is received less than 8 days before the scheduled travel date.

##### Responsibilities

- It is the client's responsibility to provide accurate information including an email and mobile telephone number. Any failure from MV Transport to provide the agreed service due to incorrect information given by the client will be considered as the fault of the client and therefore no compensation will be given.
- Please print a copy of the travel voucher before the transfer. This voucher will be required by the driver at the airport.
- MV Transport reserves the right (and delegates the right to its drivers), to refuse to carry any passenger who is thought to be under the influence of alcohol or drugs and/or whose behaviour is considered to pose a threat to the driver, the vehicle or the other passenger(s).
- Any passenger using threatening or abusive behaviour towards the driver or any other passenger will be asked to leave the vehicle immediately.
- Smoking is forbidden in all vehicles.
- Passengers are not allowed to eat or consume any alcohol in vehicles.
- If a passenger soils a vehicle due to alcohol or drug use, he will be charged 100€ to clean the vehicle. If the passenger does not have the money or refuses to pay then the cleaning charge will be taken from the credit card

used to book the transfer. In the event that this is refused by the passenger, then any outstanding transfer will be cancelled without any refund.

- Customers must wear the seat belts, which are provided.
- Child seats and booster seats are provided free of charge. The client needs to inform Summer France no later than 15 days prior to arrival if they require this equipment.
- MV Transport will aim to carry the passengers to their destination in the best travel conditions possible and via the quickest routes.
- However, due to the following circumstances below, beyond MV Transport's control, this may not be possible:
  - Adverse weather conditions, heavy snow, avalanche
  - Vehicle breakdown, tyre puncture
  - Closure of airports, closure of roads
  - Road accidents
  - Unforeseen traffic delays
  - Problems arising from other customers
  - Vandalism and terrorism
  - Compliance with police request
  - The vehicle being held or delayed by a police officer or government official
  - Force Majeure (war, civil unrest, terrorism, acts of god etc)
  - Other circumstances affecting passenger safety
- In the event of any of the above situations or other event, MV Transport will make every effort to deliver the passenger(s) to their destination. If this is not possible then MV Transport cannot be held responsible for any losses or costs incurred.
- Any reimbursement made by Summer France for the costs of any alternative means of transport incurred by the passenger to get to their ticketed destination shall be no more than the cost of getting to that destination by taxi.
- The duration of the transfer is estimated under normal traffic conditions. During the high season and in case of bad weather conditions, MV Transport recommends to book a vehicle that arrives at least 2 hours prior to the flight departure at the airport.
- MV Transport reserves the right to subcontract transfers to other licensed companies. Please note that their Terms and Conditions might vary from MV Transport.

#### Luggage

- Vehicles are fully insured for passenger and third party claims. However, whilst every care is always taken, customers' property is carried at their own risk and only limited responsibility can be accepted for loss or damage as below. Customers are advised to check their own holiday insurance.
- MV Transport can only be held responsible for a lost or damaged suitcase/bag during transit for a value up to 500€ (unless a prior declaration has been made), under the following conditions:
  - The passenger makes a claim within 45 days of the transfer occurring by recorded delivery letter.
  - Claims for items must be justified by sending the original invoices/receipts as proof.
- It is the responsibility of the passenger to ensure that all fragile or valuable goods (jewellery, electronic devices, money, travel documents, medication etc) be transported in their hand luggage and not placed in luggage in the storage lockers
- Customers are limited to two items of luggage including a ski or snowboard bag and one piece of hand luggage. Any excess luggage must be declared at the time of booking. In the event of a client having excess luggage, MV Transport reserves the right to refuse to transport the items.
- Skis/Snowboards must be declared no later than 15 days prior to arrival. In the event of excess luggage MV Transport reserves the right to charge an excess baggage fee or to refuse to transport the excess items.

#### Shared transfers

In case of a shared transfer, customers might have to wait after their arrival at the airport up to one hour for other clients. On the day of departure, customers could be requested to leave up to one hour earlier from resort to pick up other clients.

#### Cancellation by MV Transport

If, for whatever reason, MV Transport has to cancel the transfer, then the full amount paid will be refunded. The amount refunded will not exceed the amount paid.

#### Insurance

The customer is strongly recommended to have holiday insurance. In the case that previously mentioned reasons for transfer delays occur, causing missed flights and other such costly events, Summer France will not be held liable for the cost of any of this. MV Transport will, however provide documentation to the customer that can be used as proof to their insurance provider in order to recover any money lost.

#### Delayed and Cancelled Flights

- Clients are required to keep MV Transport informed about all delays or changes to their flight(s). Please email [contact@mvtransport.fr](mailto:contact@mvtransport.fr) with any changes 48 hours prior to your arrival.
- In the event of a flight delay exceeding 60 minutes, and if the driver has to leave the airport prior to the arrival of the passenger(s), then the passengers will be placed on the next available transfer that is going to the requested destination.
- If a flight is excessively delayed (more than 3 hours) or cancelled and the passengers take a later flight, then MV Transport will consider that the transfer is cancelled and will re-schedule, if possible, another transfer which will be charged at the full rate and with no money refunded for the cancelled transfer.

#### Privacy

- Any information supplied by the passenger is subject to the French law no 78-17 of the 6th January 1978 relating to the Data protection and Privacy law.
- Summer France will not communicate any client information to a third party without prior authorisation from that person. All personal information is treated confidentially.

#### **12. Arrival and departure times**

The chalets rooms are available to the client as of 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 Ski France, Summer France, Ski France Classic Chalets or the site manager to agree an arrival time or an access to the accommodation after reception is closed.

#### **13. Damage deposit**

A damage deposit is requested upon the client's arrival: 750-2000 Euros for chalets. The deposit will be returned within 15 days of the client's departure. This delay allows the site manager to see any damages that may not be immediately noticeable. On departure, if extra cleaning or repair work is necessary in the chalet or if a broken or damaged item needs replacing, the amount will be deducted from the damage deposit and an invoice can be provided. The client will be charged 40 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.

#### **14. Accommodation unit and its contents**

The chalets are fully equipped with cutlery, crockery and bedding. Due to the possibility of many simultaneous arrivals and departures, it may be impractical for the site manager to check the chalet with the client upon the client's arrival. In this situation, a list of the chalet's contents will have been established in advance and will be provided for the client on arrival. The client should then inform the site manager as soon as possible if there are any discrepancies. The client should also indicate upon arrival at the property any problems, damage or missing items in the chalet.

Ski France, Summer France and Ski France Classic Chalets, along with the local site managers, advise clients to check the inventory upon arrival and note down any significant marks and stains, or appliances that do not work properly, and give this in writing to the manager of the property with minimal delay.

#### **15. 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 chalets 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, Ski France, Summer France, Ski France Classic Chalets and the property management will not take any responsibility for damage, loss or injury to those using the equipment.

Finally, Ski France, Summer France, Ski France Classic Chalets and the site manager reserve the right to deny access to any equipment or service to anyone who refuses to conform to the rules of use or safety.

## **16. Responsibility**

Ski France, Summer France, Ski France Classic Chalets and the property management 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 chalet or holiday complex. Similarly, Ski France, Summer France, Ski France Classic Chalets and the property management will not be held responsible should injury, illness or death occur as a result of the practice of a sport or any other activity organized on or off site.

Ski France, Summer France or Ski France Classic Chalets 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 (travel insurance, comprehensive and civil responsibility, and an extension of home insurance), from a creditworthy insurance provider, proof of which they must be able to provide upon request to Ski France, Summer France or Ski France Classic Chalets.

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 Ski France, Summer France, Ski France Classic Chalets or the local site's staff are strictly forbidden to enter any area marked for staff access only. If the above enter these areas it is at their own risk, Ski France, Summer France, Ski France Classic Chalets and the property management will take no further responsibility.

## **17. Complaints**

Any complaint arising during the stay must be brought immediately to the attention of the site manager or head of reception or, if necessary, to the Ski France, Summer France or Ski France Classic Chalets sales team. If the problem cannot be resolved on-site, the client must notify Ski France, Summer France or Ski France Classic Chalets 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 all cases and situations the client must pay the full balance of the stay within the designated time scale, not retaining any of the money owed unless agreed by Ski France, Summer France or Ski France Classic Chalets. Failure to do so may result in the complaint not being considered by Ski France, Summer France or Ski France Classic Chalets.

## **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 and the atmosphere might be 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 however, in early and late season, if there is bad weather or there is cleaning or maintenance to be done (or for any other reason outside our control), it is possible for some services to be 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.

Pets are allowed in most of our establishments for a fee: 7€ / 6.50 GBP day/animal or 35€ / 32 GBP week/animal. This supplement can be paid at the time of booking or locally in resort.

## **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 (or a similar GBP amount) per reminder letter will be charged. Should failure to pay become a legal matter, the full amount due will be increased to cover handling fees plus interest charged at the current legal rate, as well as any legal and administrative costs whatever their nature.

## **20. Termination of contract**

This 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 Ski France, Summer France or Ski France Classic Chalets. In this case, the client must immediately return the keys to the property and may

be required to leave with immediate effect.

## **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 or Wales.

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