

TERMS AND CONDITIONS OF SALE - SUMMER RESIDENCES & CHALETs

I. Booking registration and confirmation

All registrations must be accompanied by a deposit equivalent to 30 % of the price of the holiday (except non-exchangeable, non-refundable and non-alterable in nature offers). Once the deposit has been paid, the booking becomes firm and final and you are considered to have accepted these terms and conditions of sale.

II. Payment of the balance

The balance of the price of the holiday must be paid, at the latest, 30 days before your arrival date (except non-exchangeable, non-refundable and non-alterable in nature offers). We will not send you a reminder. If the deposit is paid by credit card, the payment arrangements specified in the appendix apply. The client is liable for payment of any bank transfer fees that may apply. **Any bookings made less than 30 days before the arrival date must be paid for in full before the holiday reservation can be confirmed.**

III. Modifications and cancellations

If you wish to cancel your holiday, you should inform us immediately by email: contact@village-montana.com. Cancellation periods are calculated from the date your notification is received in our offices. Clients who have not paid the balance 30 days before the planned arrival date are considered to have cancelled their holiday and any partial reimbursement of moneys received are not applicable. **If clients are delayed and unable to take up a booking as scheduled or have to shorten their holiday, we will not be bound in any circumstances to reimburse for any unoccupied overnight stays.**

Any cancellation emanating from the client will lead to the payment of variable costs as follows (except non-exchangeable, non-refundable and non-alterable in nature offers):

- Less than 7 days before the planned arrival date: **Invoicing of 100 %** of the total price of the holiday including any extra services.
- Non-presentation on arrival, interruption of the holiday, early return: **Invoicing of 100 %** of the total price of the holiday including any extra services.

Clients are reminded, as stipulated by the French Consumer Code article L. 121-21-8 1° that the right of retraction mentioned in article L. 121-21 does not apply.

The terms and conditions of sale of the applicable holiday price stipulate the modification and cancellation procedures possible.

IV. Cancellation insurance

We offer an optional cancellation insurance (except non-exchangeable, non-refundable and non-alterable in nature offers). To benefit from the insurance, it must be taken out when you make your reservation and be paid for together with the deposit. It takes effect from the moment payment for the premium is received and is non-refundable.

V. Non-exchangeable, non-refundable and non-alterable in nature offers

Some of our holiday offers are marked "Non-exchangeable, non-refundable". For these offers, the following conditions replace the conditions for cancellation and modification detailed in **article III – Modifications and cancellations**.

Given the preferential rates on offer from VILLAGE MONTANA, acceptance of booked offers is non-exchangeable, non-refundable and cannot be altered in any way. No requests for alterations and/or cancellations can be taken into consideration. Irrespective of the date on which a booking is cancelled, we withhold a penalty payment equal to 100% of the total cost of the accommodation. Failure to take up any booked or invoiced Related Services will not give rise to any refund.

These offers are not eligible for cancellation insurance.

No-show at holiday venue: If you do not turn up at your holiday venue, we withhold a penalty payment equal to 100% of the total cost of the accommodation.

Payment term: the full amount of the stay has to be paid at the time of booking.

VI. Further Information

General description and photos of our apartments which are presented in our marketing documents (brochures, website) are solely for information purposes. Any request for a particular aspect, a specific situation, or a style of apartment, is considered as a preference and does not constitute a guarantee on our part to the supply of an identical product.

All information concerning the ski resorts are supplied by the relevant Tourist Offices. The VILLAGE MONTANA cannot be held liable for inaccuracies in its content.

Prices include:

Rent of apartment, supply of bed linen and towels, beds are already made up on your arrival, change of towels midweek for all stays over 7 nights*, cleaning kit, tea towels*; satellite television and direct line telephone (not including communication charges) wifi; water; heating and electricity, end of stay cleaning (except kitchen area).

The Taxe de Séjour (a local tourism tax) is not included in our tariffs. Amounts vary according to location and residence category, and the charge is payable directly in the residence.

VII. Reception and handover of the keys

The VILLAGE MONTANA reception is open 24 hours a day. Clients undertake to occupy the accommodation on the planned commencement date and to also pay the security deposit (see below) the same day. If these conditions are not fulfilled, the VILLAGE MONTANA reserves the right to refuse the handover of the keys and to re-let the apartment the following day.

Apartments are available from 5pm on arrival days and must be handed back by 10 am on the day of departure.

In case of a late departure, after 10 am, a supplementary fee of €150 will be charged to the client. In case of loss of keys, the sum of €25 will be charged to the client.

VIII. Security deposit

A security deposit of €500 per apartment must be paid when the keys are handed over (credit cards are accepted).

Cleaning at the end of the holiday is included in the price of the rental fee, but, clients should leave the apartment in a reasonable state and abide by the following rules:

- Put all furniture back to its original place.
- Completely empty the refrigerator; wash up and tidy away all crockery and cutlery.
- Empty all the bins and place them in the rubbish containers outside the residence.

In case of non-compliance to these rules, the sum of €100 will be charged to the client.

The establishment will cancel or destroy your security deposit 10 days after your departure, after having taken into consideration any outstanding payments, any damage or unreturned keys. Compliance of the internal rules of the residence will also be taken into consideration, in particular, client behaviour within the apartments, as well as in the communal areas of the building.

In case of night time noise disturbance, and after being issued with two unheeded warnings by the management, the VILLAGE MONTANA reserves the right to retain the client's security deposit and to have them evicted from the accommodation. This eviction would bring an end to the client's holiday, without any refund or payment of compensation of any kind.

IX. Inventory, cleanliness and damage

Upon arrival, clients will need to check the detailed inventory of objects and equipment in the apartment. Any objections concerning the inventory, the state of the premises and equipment and its cleanliness must be declared at the reception of the VILLAGE MONTANA within 24 hours of your arrival. Beyond this period, it is assumed that the client has accepted the accuracy of the aforementioned inventory, state of the premises, its equipment and apartment cleanliness.

Clients must inform the reception of the VILLAGE MONTANA of any damage or breakage that occurs during the holiday. Items from one apartment must not be transferred to another. Any items not found in their original apartment will be considered missing with regards to the security deposit.

Clients are liable for any objects in the apartment (furniture, utensils, linen etc) and are bound to pay for any missing or damaged items at cost price, or for their repair or cleaning, particularly bedding. In the event of damage (to walls, ceilings, paintwork, bathroom fittings etc) clients will also be bound to pay the cost of repairs according to a cost assessment estimate undertaken by the VILLAGE MONTANA.

Any anti-social behavior we consider to be a threat to public order, may lead to the client being asked to leave the residence. In this case there will be no compensation or refund.

X. Occupancy rules

The rented premises is exclusively for the purpose of holiday accommodation. The client will use the premises and the furniture for residential purposes only.

A maximum number of people is stipulated for each apartment and is indicated in the annex of this present document.

Any violation of the maximum number of people rule will lead to the payment of an extra penalty of €400 per person, per week, without prejudice to any other claim for damages.

The VILLAGE MONTANA reserves the right to visit the apartment, in particular if it is for sale.

XI. Minors

We hereby draw your attention to the fact that our Residences and Chalets are not attached to Holiday & Leisure Centres in the sense defined in Decree No.2002-883 dated 3rd May 2002 and are not equipped to welcome collective or individual holiday camps for minors under the age of 18 years, without the presence of their legal guardians. VILLAGE MONTANA reserves the right to refuse to access to apartments which have been reserved in contravention of this regulation on behalf of minors under the age of 18 who arrive at the reception of the resort in question without their legal guardians. In such cases VILLAGE MONTANA will immediately cancel the holiday. Under the same conditions, VILLAGE MONTANA may, at any time before the start of the stay, proceed to cancel the booking, if it is discovered that the apartment is to accommodate minors aged under 18 years who are not accompanied by their legal guardian.

XII. Internal Rules and Regulations

Rules and regulations are available to clients. It is important to be aware of and to abide by these rules in order to make the most of your stay.

It is absolutely forbidden to take skis, ski boots, sledges and any other such equipment into the apartments or onto balconies of the apartments.

The VILLAGE MONTANA cannot be held responsible for any personal objects left behind when leaving the apartment.

Pets are not permitted in our residences hotel (except by prior agreement).

XIII. « Force majeure » and change of accommodation

In the event of exceptional circumstances, or in the case of a « force majeure », where it is impossible to make available the original apartment reserved by the client, the VILLAGE MONTANA reserves the right to change the accommodation to an accommodation with a similar or higher classification and similar services, subject to the prior agreement of the client.

The VILLAGE MONTANA cannot be responsible for matters outside our direct control that may perturb your holiday, for example lack of snow, suspended business activities, power cuts, interruption of water provision, noisy environment, natural catastrophes, closure of roads... The client will not be entitled to any compensation from the VILLAGE MONTANA.

XIV. Data protection and privacy

We process your personal information for the use of marketing purposes, with regards to the VILLAGE MONTANA, its affiliates, its partners and service suppliers. If you do not agree to such use, you have the right to decline, without charge, so your information is not used for these direct marketing purposes.

The client also has a right, if legitimate reasons exist, to object, to query, access and rectify the data concerning him/her by writing to: contact@village-montana.com.

The VILLAGE MONTANA likes to send information via email to their clients, including its newsletters, special offers and a satisfaction questionnaire once the holiday is over. Clients are able to unsubscribe via a link on the bottom of each email.

XV. Security

Clients must make sure they close the doors and windows of their apartments when they go out and make use of the safe in their apartment for all valuables left there.

Furthermore, clients should not leave anything on the balconies or in the communal areas of the residences (reception, corridors, garages). Ski lockers must also be kept locked. The VILLAGE MONTANA will not be held in any way liable should you fail to follow these instructions.

XVI. Disputes and litigation

By express agreement, any litigation relative to the execution and application of the present terms and conditions of sale will fall under the exclusive jurisdiction of the courts located in Albertville (Savoie) and will be governed by French law.