

LES PORTES DE MEGEVE

General Terms and Conditions of Sale

The following terms and conditions of sale apply to all leases issued for flats and chalets in “Les Portes de Megève” hamlet.

LEGAL BACKGROUND TEXTS

These general terms and conditions of sale are governed by articles L324-2-1 and following of the French *Code du Tourisme* (French Tourism Code).

The indications provided in this document are given by taking account of French laws, rules and regulations at the moment of publication and which may be subject to modifications intervening after publication.

The services provided by the lessor fall within the definition of seasonal rentals and the lease is granted for temporary residence for the purpose of pleasure. The leaseholder cannot use the property as a permanent home nor as a place of business of any sort whatsoever.

These terms and conditions of sale are subject to French law. **The English language version is a translation of the French document to aid comprehension and cannot be construed as substituting for the French language lease.**

1) INSCRIPTION AND BOOKING

a. Information provided prior to booking

- **The number of people:** when you book you will be asked to state the number of people - adults and children – in your party who will stay in the flat or chalet during the let. This number may never exceed the number for which the flat or chalet is equipped. Failure to comply with this condition will lead to immediate cancellation of the lease.

- duration and period of the let

The duration of the let is stipulated in the specific conditions of the leasing agreement.

The accommodation is made available to the leaseholder as from 17.00 (5.00pm) on the arrival date agreed when the booking was made and the leaseholder must leave by 10.00am on the departure date agreed when the booking was made.

The lease can never exceed a non-renewable duration of 90 consecutive days.

- **Animals:** provided that the authorization of the lessor has been obtained beforehand pets are welcome in the flats or chalets provided that they do not disturb the peace or threaten the safety of other people present on the property. Depending on the animal's species and size, the lessor has the right to refuse authorization.

Please specify the species and size of your pet when making your booking.

- **People with allergies, people with handicaps and people with reduced mobility:** when making your booking, ask our services if we can meet your specific needs to maximise your comfort and safety during your stay.

b. **Bookings**

- Bookings are only confirmed after we receive a deposit, i.e.:

- 30% of the full cost of the booking. The balance must be paid 1 month before arrival.
- 100% of the cost of the booking if it is made less than 30 days before your arrival.

- All bookings are guaranteed by credit card, details of which must be provided when the booking is made.

- The balance of the cost of your stay can be paid by credit transfer.

After confirmation of the booking, a leasing agreement is drawn up to which a description of the property is appended.

c. **Rates and services**

- **Rates**

Our rates include all taxes except for the visitor's tax (see below) and include the provision of accommodation, the supply of sheets and hand towels and the consumption of water, electricity and heating.

Our rates do not include administrative charges, technical expenses or optional services, nor the Visitor's tax which is payable additionally.

- **Obligatory Charges:** for each stay, administrative and technical charges will be invoiced in addition to the rent for the accommodation. These charges are lump sums which vary with the nature and size of the accommodation, namely:

- 250€ for chalets D/E /F/G/I/J/K/L/O/P
- 200€ for chalets A/B1/B2/C1/C2/H and for VAL SOLEIL T4 flats
- 150€ for chalets M/N and for VAL SOLEIL T2 and T3 flats

- Administrative charges are for:

- opening the leaseholder account and performing the “leaving inventory”

- Technical charges are for:

- clean linen, changes of sheets and making of all the beds, the replacement of defective utensils, appliances and furniture, etc. in flats and chalets,
- rebooting systems, the change of access codes to the accommodation, shared spaces, Internet, TV, etc....
- thorough cleaning of the accommodation.

- Optional Services

Additional services suggested by the lessor (housekeeping, sheet and towel changes during the stay...) must be paid for in full to the lessor at the end of the stay and will be deducted from the deposit if not paid before the leaseholder’s departure.

All other services ordered via the porter’s lodge (conciergerie) must be paid directly by the leaseholder to the service provider.

- **Visitor's tax:** the cost of the visitor's tax and the period during which it is applicable are decided each year by the PRAZ/ARLY town council and the département of Haute Savoie. The visitor's tax is payable per person per night. The cost can be consulted at the PRAZ/ARLY town hall and tourist office. The visitor's tax is payable at the end of the stay.

2) MODIFICATION - CANCELLATION

- Modification by the Lessor

For reasons of force majeure and/or safety and/or maintenance, the lessor may be obliged to modify partially or totally the leaseholder’s stay. In this event, the Leaseholder can cancel the lease and obtain a refund of the sums already paid without cost, or accept a modification suggested by the lessor as an additional clause in the lease signed between the lessor and the leaseholder.

▪ Modification by the Leaseholder

The Lessor shall do everything possible to meet the Leaseholder’s request for a modification. If such a modification is not possible, the modification will be considered to be a cancellation and the rules stipulated below apply.

▪ Cancellation

It is advisable to subscribe a cancellation insurance policy.

Cancellation of a stay before it begins gives rise to the following charges:

- Cancellation more than 90 days before the arrival: 20% of the administrative charges are payable to SAS CACHEMIRE RENTAL
- Cancellation between 90 and 61 days before arrival: 30% of the full cost of the stay
- Cancellation between 60 and 31 days before arrival: 50% of the full cost of the stay
- Cancellation less than 30 days before arrival: 100% of the full cost of the stay.

- Interruption of stay:

If the stay is interrupted, even for health reasons or force majeure, the leaseholder cannot claim a refund. To cover this eventuality, it is advisable to subscribe cancellation insurance with an insurance company.

- Late Arrival

Late arrival does not extend the lease by a corresponding duration. The original lease stands and will be invoiced fully.

- Late Departure

The Leaseholder will incur additional expenses corresponding to the rental rate for one night of the accommodation in question, unless the lessor has approved this late departure beforehand.

3) THE STAY

Provided that the balance of the stay has been paid in full you will receive the “Les Portes de Megève” Guide at least 15 days before the beginning of the stay by e-mail. The Guide contains all the practical information you need to help you fully organize and make the most of your stay - route, map, address, arrival and departure instructions,

- Departure time

Departure times must be respected or else the leaseholder will incur additional expenses amounting to one night’s rent for the accommodation in question.

- Arrival: flats and chalets are ready at 17.00 (5.00pm). Leaseholders who have the access codes can arrive whenever they want.
- Departure: For organizational reasons, you must leave by 10 am.

- Administrative Obligation

New leaseholders must present themselves at the reception desk within 24 hours of arrival at “Les Portes de Megève” to take a print of their credit card (see *guarantee and payment* heading below in these general terms and conditions).

- Departure

Housekeeping: the chalets must be as clean as they were when you arrived except that:

- beds should be stripped and the sheets left at the end of each bed
- towels and bathroom linen must be left in the shower tubs
- tea towels must be left in the kitchen sink

If, during the fixtures inventory, it is decided that it is necessary to intervene for repairs or cleanliness, interventions will be invoiced at the rate of 75€ an hour (see *guarantee and payment* heading in these general terms and conditions below)

Leaving after 10 a.m. and extending the duration of the lease must be negotiated beforehand with CACHEMIRE RENTAL management at least 48 hours before the lease expires.

4). SAFETY AND HOUSE RULES

To keep your holidays simple, house rules are displayed in each flat and chalet. Please familiarise yourself with them when you arrive – and respect them.

- House rules

Leaseholders are responsible for any and all disturbances or damage caused by the people staying in the accommodation. If the peace, integrity or safety of people living or working on the estate is threatened, we have the right to terminate the lease with immediate effect without compensation.

Leaseholders must not commit imprudent or negligent acts. In particular they must take every precaution not to leave the flat or the chalet open without surveillance and lock the doors when absent to prevent intrusions.

Leaseholders undertake to use the accommodation and the furniture and fittings normally.

Our company refuses liability for the following:

- theft of or damage to objects

Our company refuses liability for the theft of or damage to goods belonging to leaseholders in their accommodation or the Les Portes de Megève car park.

Safes are available for leaseholders in every flat and chalet. Leaseholders are solely responsible for their goods and personal effects during their stay.

5) LIABILITY AND CLAIMS

- **Liability**

- **Liability of “Les Portes de Megève”**. As safes are available for leaseholders in the flats and chalets, our company cannot be held liable for thefts.

- **Leaseholder liability**: leaseholders are responsible for themselves and it is their responsibility to use the safes and other services available. In the event of a missing object or damage to the accommodation, the cost of repairs will be deducted from the guarantee deposit or billed to leaseholders at the end of their stay. Our company cannot be held liable for damage to or thefts from the flats or chalets.

Leaseholders must prove they hold third-party and fully comprehensive insurance policies.

- **Claims**

For our leaseholders, the properties managed by our company must be places for unforgettable holidays with which they are fully satisfied.

This is why we ask you to point out any possible cause for dissatisfaction during your stay so we can find a solution as soon as possible.

6) GUARANTEES, DEPOSITS AND PAYMENTS

a. Damage guarantee

A “damage” guarantee of 2500€ will be registered but not debited when you arrive. The guarantee must be confirmed by a credit card print when you arrive, at the latest within 24 hours following your arrival at “Les Portes de Megève”.

This guarantee is intended to cover:

- **Damage to property, furniture or fittings** during the leasehold period. The guarantee is automatically returned if no damage is noted, at the latest within 1 week following the leaseholder’s departure.

Damage to property, furniture and fittings means damage to and the loss or theft of any movable goods in the accommodation during the lease period.

- **supplementary charges for housekeeping**: to avoid these charges, leave the accommodation as clean as you found it when you arrived.

- **payment for an optional service not settled** before your departure.

Return of the damage guarantee

- If the accommodation is returned in a condition in compliance with the inventory of fixtures and fittings taken upon your arrival and if all optional services have been paid for, the guarantee will not be debited.

- If minor damage or wear is observed or if a housekeeping service is necessary or if optional services have not been paid for, the credit card will be partially debited in compliance with the rates for repairs, housekeeping, optional services, etc. displayed in the accommodation.
- If major damage or wear is observed, the credit card guarantee will be completely debited. Any balance outstanding after deduction of the cost of repair or replacement will be reimbursed within 2 months.

b. Payments

- All payments are due on the date scheduled in the booking commitment and as stipulated in the terms and conditions of sale.
- Visitor's taxes are automatically debited on the day leaseholders depart or via the credit card print provided by leaseholders when they arrive (see administrative obligation heading in STAY above)
- If payments are made by bank transfer or credit card, bank charges are payable by leaseholders.
- French "Chèques Vacances" are accepted
- We do not accept payments by cheque or in foreign currencies.
- Extras must be paid for by credit card or in cash at the reception desk on the day of departure.
- Additional services ordered by the leaseholder must be paid directly to the provider concerned.

We do not accept payment by:

- A credit card number without confirmation from the banking centre
- Cheques except for certified cheques.
- A postal order or credit transfer not credited to our account.

7) AFTER SALES

Our teams on site are at your disposal during your stay to answer your complaints, solve any dysfunctions so you can make the most of your stay.

Any claim after your stay must be the subject of a declaration on our web site www.portesdemegeve.com, a registered letter with recorded delivery sent to "Les Portes de Megève", 223, route de Vienne, 69008 LYON. France or an email to the following address: reservation@lesportesdemegeve.com