



BOOKING TERMS & CONDITIONS



Apartment Floçon de Neige SCI Champagne Darling

A333

Domain de l'Ariondaz

Rue de L'Aiguille du Fruit

Moriond

Courchevel

73120

1. Introduction

1. The Terms and Conditions of Hire are a contract between 'Champagne Darling SCI' - our French registered property company ("us", "we", "our"), and the individual making the booking and all members of your party who will be staying in our apartment, Floçon de Neige ("you", "your", "client", "guest").
2. By making a booking or staying in our apartment you agree to abide by these Terms and Conditions of Hire.

2. Scope

1. Your stay with us is not intended to confer exclusive possession on either the Client or Guest nor to create the relationship of landlord and tenant between Champagne Darling SCI and either the Client or any Guest.
2. This is a short-term letting and you will not be entitled to any rights under any statutory provision in French law to stay for longer than the agreed booking arrangement.
3. Our quoted rates will not change without notice and have to be agreed with you and us in writing.
4. No VAT is charged as our taxes are declared and paid to the French authorities.

3. Agreement for Occupations

1. We permit you to occupy the property for the agreed hire period only and subject to these Terms and Conditions of Hire, such occupation being by you personally and only such guests as referred to in the Booking enquiry.

2. The actions and omissions of any visitor to the apartment are your responsibility and you will be held accountable for any visitor's breach of these Terms and Conditions of Hire.
3. You must be 21 years or over when you book the accommodation.
4. We reserve the right to refuse any Booking we consider to be fraudulent. We accept your Booking when we issue our Booking Confirmation email.
5. You may arrive at the apartment after 2.00 pm (except if stated differently by us in writing) on the first day of your Booking.
6. Unless otherwise agreed, you must vacate the property and return your keys by 9.30 am on the last day of the Booking.
7. A later check-out time is usually unavailable as our cleaner will need to prepare rooms for the next guest on a Saturday change-over day. If a late check out is needed, luggage can be stored in the ski locker before your resort departure time.
8. If you want to increase your length of stay, we will do everything possible, subject to availability of accommodation.
9. Failure to return the property to us before the check-out time in accordance with clause 3.6 will result in a fee charged as an Additional Charge. The fee incurred will reflect the lateness of the check-out: 1. £25 per hour (up to 4 hours); or 2. a standard night's rate for the apartment (over 4 hours)
10. If you fail to vacate the apartment on the last day of the Booking, we reserve the right to remove your belongings from the apartment and store them safely.
11. If the number of people permitted to occupy the apartment exceeds 6 (which would be a breach of local rental regulations) we reserve the right to charge a £500 fee to the named guest on the booking.

4. Agreement for Booking

1. We expect the apartment to be left in a reasonable state on departure. Rubbish should be placed in rubbish and recycling points as directed in the welcome folder and not left in bins in the apartment. Used dishes and cutlery placed in the dishwasher should be removed and returned to their storage locations in the kitchen before departure. If, at our discretion, additional cleaning is required on departure, the cost of this cleaning will be charged as an Additional Charge of £30/hour.
2. Smoking or vaping is not permitted within the apartment itself, the balcony or any of the public spaces within the building.
3. Pets are not permitted in our apartment without prior written consent.
4. Any evidence or suspicion of drug use in the apartment including use of illegal drugs or substances classified under the UK Misuse of Drugs Act (1971) will be reported immediately to the UK police.
5. No daily housekeeping service is provided – while linens and bath towels are included in the unit, daily maid service is not available. Towels and/or linens

should not be taken from the apartment but left in the corridor for collection at the end of your booking period.

6. Weekly housekeeping service is provided. No housekeeping service will be provided for stays shorter than 7 days, unless otherwise agreed. We reserve the right to agree and charge an additional fee for additional housekeeping services if possible.
7. Any booking obtained under false pretence will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.
8. The Apartment cannot under any circumstances be used for any activity which could be classed as general nuisance behaviour in accordance with clause 13.

5. Paying for your Accommodation for online bookings

The following terms apply to payment:

1. To secure your booking, payment in full must be received by us in cleared funds at least 21 days before your booking begins. A 20% deposit will be required at time of booking to secure the accommodation for you. We draw your attention to clause 7.2 below concerning pre-authorisations which may apply to your booking.
2. If payment of the balance of the full amount does not show in our system 14 days before your booking begins, we reserve the right to cancel any booking made and any deposit paid will be forfeited.
3. If you fail to pay any sum that is due under this agreement when due, then your booking will be cancelled and any deposit forfeited unless we are able to fill your booking at the same fee.
4. Any booking made with us within 21 days of your booking beginning will be required to make payment in full and no refund will be offered. We advise clients to take out personal travel insurance to mitigate this risk.

6. Loss and Damage; Security Deposit

1. Please ensure you inspect the Apartment on check-in. Unless we receive notification within three hours of check-in we will be entitled to assume that you have fully accepted that the condition of the apartment is in good repair, condition and in a clean and tidy state and you will waive any right to claim otherwise.
2. Risk of damage to the Apartment and its contents will pass to you on check-in and remain with you until the apartment key is returned to us. You shall be liable for all loss and damage (except fair wear and tear and most breakages - such as plates or glasses) caused during the rental period, and for any reasonable loss of rental resulting from such loss or damage.

3. We do not charge a security deposit to cover your obligations under this Agreement prior to check-in. Any damage caused prior to the Apartment being returned to us in accordance with the terms of this Agreement will incur an administration fee associated with repairing or dealing with the loss or damage. These will be Additional Charges and agreed with you before charge is activated.
4. If you are found to be in breach of these Terms and Conditions of Hire at any point during your Booking and/or within 48 hours of check-out, you will incur an administration fee of a maximum of £500.

7. Additional Charges

1. Additional Charges which may be payable include those items specified in the Booking and any specified in these terms and conditions.
2. When making your Booking we reserve the right to ask for a deposit of up to £200.
3. Where Additional Charges (including charges for damage agreed between you and us) are payable, you will be invoiced for the additional amount. You must pay these Additional Charges by any means acceptable to us.
4. All Additional Charges are due within 2 weeks of the check-out date, unless the context otherwise requires.
5. If you fail to pay any Additional Charge within 14 days of the date of our invoice requiring payment of the same, you will incur an administration fee of £50 to cover the costs of sending you our debt collection letter, which will follow.

8. Changes to your Booking by us

1. In the unlikely event we have to cancel or make changes to your accommodation due to unforeseen circumstances, we will use all reasonable efforts to contact you as soon as possible to explain what has happened and inform you of the cancellation or change. If possible, we will always aim to offer alternatives, but should these alternatives be unacceptable to you, the Booking will be treated as cancelled and we will refund any money you have paid to us within 14 days of any cancellation.
2. We shall not be liable for changes, cancellations or any other effect on your Booking due to events beyond our reasonable control (force majeure), including (by way of example only and without limiting the generality of the foregoing) terrorist activity, industrial disputes, natural or man-made disasters, fire, and adverse weather conditions preventing you from taking up your booking. Again, we advise guests to ensure that they have arranged suitable travel insurance to cover such eventualities.

9. Cancellation / Alteration of your Booking by you

1. We will use our reasonable endeavours to accommodate your requests for alterations of your Booking, subject to availability of accommodation.
2. If you wish to cancel the whole or any part of your Booking and you notify us (see our contact details below) 21 days in advance of your date of arrival, no cancellation fee will be charged and your deposit plus any booking fees paid will be refunded (unless stated differently at the time of Booking – which will be the case for bookings over 7 nights). It is your responsibility to ensure that we receive your notice of cancellation in time. Any booking cancelled by you within 21 days of your check in date will incur a loss of your deposit but no other charge will be made. If you cancel within 14 days of check in and have paid in full, your booking fee will be refunded only if we are able to make an alternative booking at the same price you have been charged, otherwise you will forfeit your entire booking fee or any difference between the your booking fee and any subsequent rebooking fee made by a third party.
3. If you received a special apartment rate for a short notice booking (usually within 2 weeks of check in), we reserve the right to invoice your entire stay at the time of booking and no cancellation will be possible and you will forfeit 100% of your booking fee.
4. In the case of a no-show, the total price of the Booking will be charged and no refund will be offered.

10. Our liability for Death, Personal Injury, Loss of Property, Lack of Services etc.

1. We shall have or accept no liability to you for the death or personal injury to you or any members of your party unless this results from an act or omission proven to be on our part.
2. Any guests using their own electrical appliances (including but not limited to: hair-dryers, curlers, tongs, shavers, personal computers, phone chargers etc.) must use the appropriate adaptor. Non-EU plugs used without the appropriate adaptor/transformer are a serious fire risk. Please ensure that all heated appliances are switched off and stored safely before leaving the apartment.
3. You must take all necessary steps to safeguard your personal property and we accept no liability to you in respect of damage to, or loss of, such property unless caused by proven negligence on our part.
4. Property left in the apartment will be kept for one week after departure or forwarded at the guest's expense. Any property will be disposed of after this period.
5. Except where there is total failure to provide useful accommodation as reasonably expected under this Agreement, we cannot be held responsible for any failure or interruption of services to the Apartment, for example, gas, water, internet, electricity, lifts, or for any damage, disturbance or noise

caused as a result of maintenance work being carried out in any part of the building.

6. We shall have no liability for any loss which was not foreseeable at the time we entered this Agreement or losses not caused by our breach of this Agreement, and, our total liability to you is limited to the total cost of your reservation.
7. All descriptions and photographs of the Apartment are for illustrative purposes only and whilst we use all reasonable processes to ensure these are accurate, we cannot guarantee this.
8. We do not exclude liability for fraud, and your legal rights are not affected by any term in this Agreement.

11. Keys

1. We will issue directly to the Client or Guest a single key to the Apartment. There will always be one key left in the key safe within the apartment complex for use in emergencies. If one or both are lost at any point, guests must notify us as soon as possible and we will charge the Client or Guest the full cost incurred for replacement/s as an Additional Charge.
2. If the Guest locks themselves out of the Apartment, causing a call out, we reserve the right to charge an administration fee, as an Additional Charge.
3. We will retain keys to the Apartment and will access the Apartment to:
 1. provide services set out in this agreement and any necessary maintenance,
 2. to inspect the Apartment; and
 3. carry out any repair to the structure, roof, exterior or any services, appliances or equipment as strictly necessary and with prior arrangement with yourself.
4. We reserve the right to enter the Apartment at any reasonable time during your stay for essential maintenance or if we suspect damage has been caused or in case of an emergency.
5. We will make reasonable efforts to contact you before entering the Apartment, however, the Apartments are exempt from the security of tenure, therefore, we reserve the right to access or give emergency services access to the Apartment at any time without prior notice if deemed wholly necessary.
6. On check-out, the ski locker key and any other emergency apartment keys must be left in the key safe and the apartment must be left locked. Loss of keys will incur an Additional Charge.
7. You shall ensure that the apartment and ski locker are locked whenever you are not in it.
8. You shall guard the keys against loss or theft at all times.

12. Wireless Broadband Internet and Entertainment Hardware

1. Wireless Broadband and a TV with 'Smart' channels and streaming services are usually available in our apartment, however, we will not be liable for loss of this service due to connection, environmental or human error and no support service is available.
2. Wireless Broadband and a TV with 'Smart' channels and streaming services are not a contractual provision of this Agreement.
3. We do not assume any responsibility for any damage to your computer or the data contained on it, nor the security of any data transferred over the internet. Guests are responsible for the protection of their computers from loss of data, unauthorised access or viruses.
4. All usage of broadband is unlimited.

13. Usage and Nuisance Behaviour

1. The apartment cannot under any circumstances be used for:
 1. Any form of illegal activity
 2. playing extremely loud music; or
 3. general nuisance behaviour
2. Guests must have regard for all other occupants in the building.
3. We reserve the right to terminate your stay immediately if it is deemed that any such behaviour has occurred.
4. In the event of such a breach, the municipal police may be called, and you will be charged for any damage either to the Apartment or any neighbouring property which may have suffered damage, as an Additional Charge.
5. No refund will be issued if any or all Guests or visitors are removed from the Apartment for nuisance behaviour or for any breach of these Terms and Conditions, and any Security Deposit will not be refunded.

14. Smoking & Vaping

1. Smoking or vaping is not permitted in the apartment under any circumstances.
2. Smokers must vacate the building should they wish to smoke. Smoking on the balcony is also not permitted.
3. Where there is evidence of smoking within the Apartment, we reserve the right to charge the Guest or Client £200 for specialist cleaning, as an Additional Charge.
4. If a Guest is found to be smoking in the Apartment, they will receive a warning from us, we reserve the right to remove any Guest who is found to continue to smoke in the Apartment after that warning and no refund will be issued for the Booking.

15. Maintenance Call-Outs

1. Should a Guest or Client report that a service or appliance is faulty and subsequent inspection confirms that the appliance was not faulty, but was not being operated properly by the Guest, we reserve the right to charge the Guest for the maintenance call out, as an Additional Charge.

16. Client's Obligations

The Client will guarantee the following, all being conditions of the contract between us, breach of which would entitle us to cancel the remainder of the Booking:

1. Guests will not keep any type of animal in the property unless they have informed us and it has been agreed.
2. When Guests with small children occupy the property, the Guest undertakes to provide all suitable childproofing safety equipment and no liability will be placed upon us for any accident or injury that might occur.
3. Guests will not do or permit any act reasonably likely to make any insurance policy on the property void or voidable or increase the premium.
4. Guests will not do anything that may cause a nuisance or annoyance to the owners or to any other occupier or guest of adjoining properties or do anything at the property that is illegal or immoral in accordance with clause 13.
5. At the end of this Agreement, the property is cleared of the Guest's effects and left in good repair and clean condition. The Client will pay (as an Additional Charge) for the repair or replacement of such items of the fixtures, furniture, furnishings and other effects as shall be broken, lost, damaged, or destroyed save for reasonable wear and tear.
6. Guests will use the Apartment for private residential purposes only and not for any business use.
7. Guests will not make any alterations to the property or attempt to make any repairs.
8. Guests will allow us or our authorised representatives permission at all reasonable times and with your permission, to enter the Apartment to inspect its condition or carry out maintenance.
9. The Client will not assign, under-let, sub-license, charge or part with possession of the whole or any part of the property, take in lodgers or share occupation of the property with any person in any way.
10. Guests will not sell, loan, charge or otherwise dispose of or part with possession of any of the contents located at the Apartment including without limitation the furniture and effects.
11. Guests will not hang on the outside of the property any towels or similar object or any clothes or other articles.

12. Guests will not block or put noxious or damaging substances into the sinks, baths and lavatory cisterns or waste or soil pipes in the property or allow them to overflow, and will immediately report any such blockage etc. to us (see 16.17).
13. When using electrical appliances that generate heat (e.g. curlers, hair-dryers, irons) Guests will ensure that they are used in accordance with the appliance instructions and are not left unattended at any point whilst in use. We reserve the right to charge for any burn damage to carpets, linen, worktops, tables and any other furniture as an Additional Charge.
14. Guests will not leave the entrance door or windows to the property open but ensure that all door and window locks are properly engaged at all times. All windows must be closed when not in the apartment or during bad weather.
15. Guests will take all reasonable precautions to prevent condensation by keeping the property adequately ventilated and heated.
16. Guests will not change any lock to the property or have any duplicate keys made.
17. Guests will notify us as soon as is practicably possible of: 1. any plumbing, electrical or general problem, 2. any damage to the property or its contents; and 3. shall desist from attempting to remedy such problem on their own.
18. Guest will notify us of any damage to the property or its contents as soon as is practicably possible.
19. Guests will use all equipment provided at the property strictly in accordance with its operating instructions and not for any purpose other than its intended use.
20. Guests will not leave or store any valuable personal possessions anywhere in the property where they can be easily viewed by third parties.
21. Guest will not play ball games inside or on any balcony or in the communal areas within the Apartment.
22. The number of people occupying the property does not at any time exceed the maximum number of permitted occupants as set out in your Booking of the relevant property; that being 6 persons.
23. Guests will use any cleaning products, liquids, tablets etc. strictly in accordance with their usage instructions and ensure that such products are kept out of reach of children. We accept no liability for misuse of products supplied.
24. Guest will not install any portable cooking appliances, camping stoves or similar items in the apartment.
25. Guests will not behave in an abusive or threatening manner toward our cleaning agency.
26. You indemnify us and will keep us indemnified on demand for all claims, liabilities, losses, costs and expenses (including legal fees) incurred or suffered by us (except any incurred as a result of our fault) in connection with this Agreement or in connection with any use or misuse of the Apartment, except for personal injury or death caused by our act or omission.

17. Termination of this Agreement

1. This Agreement may be ended by us with immediate effect if: 1. the accommodation fee is not paid on the payment day, 2. if you are in breach of any of the terms and conditions set out in this document; or 3. the Client becomes bankrupt, has an administration order made against him or her or has a criminal court judgement enforced or entered against him or her.
2. We may also terminate this agreement at any time and for any reason on giving the Client reasonable written notice of at least 21 days before check in.
3. The period of notice given and the proportion of refund is at our discretion as outlined in sections 8 and 9.
4. The Client will, at the end of the accommodation period, return to us all keys to the property and give us vacant possession of the property.

18. Health and Safety

1. We want your stay to be as comfortable as possible. All guests should keep the apartment free of hazardous objects and substances at all times and not leave it in a condition that would make it unsafe for our housekeepers, staff, visitors or guests themselves to use.

19. Accessibility

1. Champagne Darling SCI operates in accordance with the UK Disability Discrimination Act 1995 and the Equality Act 2010 and, as such, we encourage all prospective guests to talk to us about any special accommodation requirements they may have. We will be pleased to discuss our most appropriate solutions with the aim of making all guests' stay as comfortable as possible.

20. Complaints

1. All complaints should be notified as soon as possible to us (contact details below) and we will do our best to resolve them in a timely manner.
2. If you are still not satisfied, then within seven days of the end of your stay, you should put your comments in writing to our address below, and we will use all reasonable efforts to resolve the matter as quickly as possible.
3. We shall not have any liability for any complaint submitted after this time.

21. Severability

1. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

2. If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

22. Interpretation

In this Agreement the following words and phrases shall have the following meanings unless otherwise requires:

1. "Additional charge" means a charge or fee that is additional to the rental and includes those specified as an 'additional charge' in these terms and conditions or in the Booking, and also any other reasonable charge or fee incurred by you under these terms and conditions.
2. "us" or "we" refers to Champagne Darling SCI.
3. "Client" is the person who arranges the accommodation – they could also be the guest.
4. "Guest" is any adult authorised by us to reside at the property – they could also be the Client.
5. "Apartment" or "Property" is the accommodation 'Flocon de Neige' apartment A333, Domain De L'Ariondaz, Moriond, Courchevel, France 73120 owned and managed by Champagne Darling SCI.
6. "Booking" means an offer from you to us to hire our apartment on the terms of this agreement following your provision of sufficient information to enable us to complete our email or website provisional booking process.
7. "Furniture and appliances" means such furniture and appliances usually found within the apartment and any other items which we agree to provide.
8. "Inclusive Services" means housekeeping service once at the end of the week (for stays of 7 nights), linen and towel change once per week (for stays longer than 7 nights), use of electricity, gas, water, sewerage and local visitor taxes.
9. "Apartment" means: A fully furnished and equipped Apartment, accessed by corridors, stairwells and any common part of the building, inclusive of gas heating, electricity, water, drainage and sewerage and local visitor taxes, a once per week cleaning and linen service (at the end of stays of 7 nights).

23. Statutory and regulatory disclosures

Champagne Darling is a registered property company in France. It is a Société Civile Immobilière and is registered for tax in France.

Our business SIRET number is: 504 306 838

Our registered UK address is Ashdown, Main Street, Shelford, Nottinghamshire, NG12 1EE

You can contact us:- by post, using the postal address given above, fao Ian Muxlow- using our website contact form,- by telephone or WhatsApp (Mike Chesters 0044-7595052499); or- by email, using the email address published on our website www.skicourchevel1650.co.uk / skicourchevel1650@mac.com.

