



## BOOKING CONDITIONS AND INFORMATION

For the hire of accommodation and provision of services as arranged through Chamonix Prestige ([www.chamonix-prestige.com](http://www.chamonix-prestige.com)).

### 1. Definitions and Interpretation

The following Booking Conditions together with the general information contained on our websites form the basis of the contract with the **Client** (the person who completes the booking form as party leader and including all persons on whose behalf the holiday is booked) and the directors of SARL Mountain-Base.com, (**MB.com**) of 108 Avenue de l'Aiguille du Midi, 74400 Chamonix Mont Blanc. It is the Client's responsibility to read the Booking Conditions before making a reservation.

### 2. How to Book

To make a booking the Client must complete the online Booking Form or telephone full details to MB.com. No contract shall exist between the Client and MB.com until the online Booking Form is completed together with a 25% deposit of the total holiday price or full payment if the booking is made within 10 weeks of the booking date.

### 3. Terms of Payment

In order to confirm the booking a deposit of 25% of the total holiday price for the Property (or full payment if the booking is made within 10 weeks of arrival) must be paid at the time of booking. The balance is payable 8 weeks before arrival. The Client will be liable to fulfil payment for all those persons in whose name the booking was made. If payment is not received by the due date MB.com reserves the right to cancel the arrangements without further notice to the Client and levy the appropriate cancellation charges as detailed below. The Client must have adequate travel insurance in place at this time to cover the deposit in case of cancellation.

### 4. Tourist Taxes

Clients will be charged local tourist tax (Taxe de Sejour) in addition to the property price for their selected dates. This is a legally required tax for all tourists staying in France. Properties classified by the local town hall: Taxe de Sejour is a specified amount per night per adult (18 years and above). Non-classified properties: Taxe de Sejour is calculated at 5% of the per person nightly rate up to a total value of €2.30 and is charged to each adult per night for the duration of their stay.

### 5. Access to the property

The Client will not be granted access to the Property until 16h00 on the date of arrival and must leave by 10h00 on the date of departure unless agreed otherwise by prior arrangement. Specific attention is drawn to these times to allow proper cleaning and preparation of the accommodation. Penalty charges may be made for late departure. Access after 19h30 will incur a €20 surcharge and €50 after 23h00. MB.com reserves the right to deny access to the property or make penalty charges should the Client's party be greater than the maximum capacity of the Property as stated on the website, unless through prior arrangement.

### 6. Security Deposit

The Client undertakes to provide a Security Deposit before access can be granted to the Property. This can be provided in one of two ways:

1. Via MB.com's partner Swikly: The amount will be secured against a credit card for a fee of 1.51% of the caution amount + €0.30. (The advantage to the Client of Swikly is that no payment is taken and the amount is not blocked on the Client's account and therefore the Client's bank limit will not be restricted by the Security Deposit during the Client's holiday)
2. Via payment of the full amount by credit card or French cheque (MB.com do not accept cheques from other countries - even if the denomination is in Euros)

Security deposits will be cancelled (Swikly) or returned (payment) within 7 days of check-out if no damage or loss is found on the Client's departure.

### 7. Alteration or Cancellation by the Client

Should the Client wish to make any changes to the confirmed holiday, the Client must notify MB.com as soon as possible in writing or by email. Where an alteration can be accommodated, an amendment fee of €50 may be payable together with any costs incurred by MB.com. No Booking can be interchanged with another MB property, due to different ownerships. A cancellation must be made in writing or by email to MB.com by the party leader which will be effective when it is received by MB.com. The following cancellation charges will apply (percentage of total price of holiday):

More than 56 days before arrival	25% deposit
29 to 56 days	50%
15 to 28 days	75%
0 to 14 days	100%



#### **8. Alteration or Cancellation by MB.com**

It is highly unlikely that MB.com will have to alter or cancel the confirmed booking but MB.com must reserve the right to do so. If MB.com have to make a significant change the Client will be offered compensation or a full refund unless the alteration or cancellation is as a result of "Force Majeure". Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

#### **9. Accuracy of Information**

MB.com does its best to ensure that the information on our websites, or given by letter or by word of mouth, is correct and it is always given in good faith and in the belief that it is true. Regrettably, errors do occur and descriptions are subjective. The Client should therefore check with MB.com in advance regarding any feature that is of particular importance to the holiday.

#### **10. Disruption and Nuisance by a 3<sup>rd</sup> party or failure of equipment**

MB.com does its best to ensure that there is no disruption to the enjoyment of the Client's holiday but cannot be held responsible for noise, odour or nuisance caused by a 3<sup>rd</sup> party. MB.com will not be held responsible for the failure of equipment such as Wifi internet, Satellite TV and other electrical equipment but will use all reasonable endeavours to correct the problem where it is within MB.com's control.

#### **11. Damage and Nuisance by the Client**

MB.com reserve the right to recover from the Client the cost of repairs or replacements of any damage or loss caused. MB.com also reserves the right to terminate the holiday of any Client whose behaviour is considered detrimental to MB.com, its clients or any third party and no further contractual obligations will apply. MB.com also reserves the right to cancel any booking where the information provided by the Client is deemed inaccurate.

If the Client fails to bring to the attention of MB.com any damage found at the Property within 24 hours of arrival, it will be assumed that the Client was responsible for that damage.

#### **12. Smoking**

Smoking is not allowed in the Property and MB.com reserve the right to penalise the Client if evidence of smoking in the Property is found.

#### **13. Security and Use of the Property**

Security in the Property will be taken seriously by MB.com. Particular attention should be paid by the Client to locking the Property at all times. French insurance does not cover theft from a Property without forced entry and the Client will be liable for any loss suffered in this respect. All personal items including baggage and equipment are at all times and circumstances at the Client's risk and MB.com cannot take responsibility for any loss or damage to such items. Any advice and help given by MB.com, shall be accepted at the Client's risk. The Client undertakes to use the Property at his own risk.

#### **14. Children and Pets**

The Client accepts responsibility for the behaviour and welfare of any children in the Client's party. Every effort is made to ensure safety in the Property, but any Client taking children on holiday does so at their own risk. Pets are not accepted in any of our properties unless through prior agreement.

#### **15. Travel Insurance**

MB.com require that all clients have adequate travel insurance for the purposes of their stay. No insurances are provided by MB.com for the Client.

#### **16. Limitation of Liability**

In the event that MB.com are found liable on any basis whatsoever our maximum liability to the Client is the cost of the booking in question. Any contract between the Client and MB.com will be governed in all respects by French law.