

20 February 2009

Booking Conditions with My French Chalet Ltd

My French Chalet Ltd shall include where appropriate its associates and employees. The client means the person who makes the reservation and must be a minimum of 18 years old. By making such a booking the client shall be deemed to have accepted the terms of these booking conditions. The contract is a combination of the reservation email, deposit email and confirmation email sent to the client, along with these booking conditions.

Bookings - no contract shall exist between My French Chalet Ltd and the client until a 40% deposit has been paid and a confirmation email has been sent to My French Chalet Ltd.

Final balance – the final balance is to be paid no later than 8 weeks prior to arrival in the resort and if a booking is made within these 8 weeks then full payment is required. If payment is not received by the due date then My French Chalet Ltd reserves the right to cancel the reservation without further notice, retaining deposits and the right to levy cancellation charges. There is no reminder except the email sent by the deposit confirmation.

For online bookings made by website www.bookonline.myfrenchchalet.com then full payment is made at the point of confirmation with Barclays Merchant Services. Please also see cancellation notes below.

Each booking for the main accommodation is to be made by a maximum of two transactions – deposit and the balance; otherwise an admin fee will be applied.

Payment must be made by UK bank transfer, UK cheque or Visa, MasterCard, JCB, Switch (if paying by credit or debit card there is a card fee cover My French Chalet Ltd bank charges), as per contract sent out on email. The client is liable for any bank charges domestic or international.

The client must pick up their keys for the accommodation from 17:00hr. If the client arrives after 20:00hr and the client has not provided a valid credit card for the security deposit, then there will be a surcharge (listed on the confirmation email).

The client can enter the accommodation earlier than the contracted key pick up time, provided My French Chalet Ltd has agreed to do so and the client has agreed to pay the early check-in fee. If this has not been settled before departure, then the amount will be taken from the card used for the damage deposit.

The client must leave the accommodation no later than 10:00hr. The client can leave the accommodation after the contracted check-out time provided My French Chalet Ltd has agreed to do so and the client has agreed to pay the late check-out fee. If this has not been settled before departure, then the amount will be taken from the card used for the damage deposit.

My French Chalet Ltd does not accept liability for any expenses occurred by the client arriving outside of key pickup time unless specifically notified by client prior to arrival. Please see the above.

My French Chalet Ltd will provide all details of a booking on the reservation, deposit and confirmation emails to the client. It is up to the client to make sure all details are correct before arrival. The emphasis is on the client to check that all data is correct along with services booked through third parties. Failure to note any errors on the confirmation email is the liability of the client.

Cancellation of a booking will only take effect when written or email notification by the client is received by My French Chalet Ltd. The following cancellation fees will become immediately payable to My French Chalet Ltd:

Once deposit has been paid: deposit (40%)
Less than 8 weeks prior to arrival: 100%.

In the case that the client cancels the accommodation, and if My French Chalet Ltd refills the accommodation, My French Chalet Ltd will refund the client their monies less a £100 administration fee. Merchant service fees and any difference in the resell price will also be deducted.

In the case of cancellation, My French Chalet Ltd can provide a cancellation document to help the client claiming back on their insurance. We strongly recommend each client to arrange suitable travel insurance to cover losses.

In the event that the client cancels a transfer booked by My French Chalet Ltd, then there will be a cancellation fee of 10%, 20% for less than 3 weeks and 40% for less than 10 days before the transfer date booked.

In the event that the client cancels a third party service for which My French Chalet Ltd has already ordered and paid for, then this is non-refundable.

In the event that the client changes any third party service (lesson, passes) and seeks a refund, if My French Chalet Ltd has already taken card payment, then the client will be subject to a 3.5% card fee.

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In the event that the client cancels a service for which My French Chalet Ltd has already booked and organized then there will be a 10% admin fee.

In the event of a weakening pound and monies have been taken for third party items in Euros (lessons, passes, transfers), the balance can be reclaimed for the difference in exchange rate on the day these items are purchased.

If the client books an airport transfer via My French Chalet but fails to take it as arranged, then the client will still be liable for the cost of the transfer (and the credit card fee) unless they have notified My French Chalet by e-mail at least 12 hours beforehand of their wish to cancel the transfer reservation.

For all transfer reservations made via My French Chalet, it is imperative that the client provides a valid mobile phone number in case of travel delays. My French Chalet cannot be held responsible should the client fail to provide this information and miss their transfer as a result. The client will still be liable for the cost of the transfer and any accompanying credit card fees.

If ski lessons or ski passes have been booked and paid for by My French Chalet Ltd and the client chooses not to take or use them there is no refund due to the client.

Cancellation or alteration by My French Chalet Ltd - in the unlikely event that My French Chalet Ltd has to alter or cancel your holiday the client shall be offered comparable accommodation or a full refund, unless the cancellation or alteration is due to forces beyond the control of My French Chalet Ltd such as fire, floods, natural disaster, political unrest, riots, strikes, war or any other circumstances amounting to Force Majeure.

In the unlikely event that the client requires relocation in resort beyond the control of My French Chalet Ltd such as heating, floods, natural disaster, political unrest, riots, My French Chalet Ltd will put them in the best alternative accommodation and compensation will be paid for the night that was affected during relocation.

My French Chalet Ltd undertakes to book accommodation on behalf of the client. There will be an Agent to contact in resort in case of emergencies. Whilst every effort is made to ensure that the accommodation is in acceptable order and with adequate equipment, My French Chalet Ltd will not accept responsibility for deficiencies beyond its control. The Company shall endeavor not to surcharge your holiday cost, but if surcharging is necessary we will attempt to keep any increase to a minimum and will advise the client of the adjustments at the earliest opportunity.

The client must pay Tourist Tax (Tax de Sejour) in Chamonix and Les Arcs authorized by the resorts' Mairie in Chamonix and Les Arcs and payable to the local Tresor. This is levied at 0.9 euro per night for people over 12 years of age.

The client must comply with the maximum number of persons allowed to occupy the accommodation. If numbers are in excess of the maximum occupancy, or those agreed on booking, the agent reserves the right to insist on the client vacating the property or charge an extra fee.

It is the clients' responsibility to ensure that the accommodation is left in a clean condition, with replacement of all breakages, if this is not possible, the breakage should be reported to the in resort representative and paid for. The client must adhere to all accommodation exit regulations by the full information document on arrival (listed on the information pack and back of each accommodation door). A returnable damage deposit of 400gbp is authorized at the time of arrival from your credit card and will be returned within 10 days of departure, less any costs incurred for cleaning and damages not reported or paid for. My French Chalet Ltd shall be entitled to recover from the client costs for damages or losses caused by the client or a third party. If the client fails to do so, the client must indemnify My French Chalet Ltd against any claims (including legal costs) subsequently made against My French Chalet Ltd or its agents as a result of the client's actions. My French Chalet Ltd and its Agents reserve the right to terminate the holiday of any client whose behavior or that of any of the client's party is considered to be unacceptable.

Any breakages incurred to the accommodation will be charged back to the client security deposit. It will be the actual cost of material plus My French Chalet Ltd maintenance labour charged at £30gbp per hour plus any credit card fees.

Any Exit procedures not completed at the end of stay will be charged back to the client security deposit 9amounts are detailed in apartment. It will be the actual cost detailed on the Exit Procedures plus any credit card fees.

As per contract, the client must provide a credit card for a £400gbp damage deposit – this is pre-authorized and not taken. If the client does not provide this before arrival and the holiday was paid for by a credit card, then this credit card will be used.

If the client has not received the code for the key combination box before they arrive and they have provided a valid credit card, they must contact MFC during office hours. After office closure the assumption is everybody is in.

If there are any problems about the condition of the accommodation and any inventory discrepancy, the client should contact the Agent directly on a number which will be supplied at the time of booking.

The client is unable to request a change of accommodation during their holiday.

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My French Chalet Ltd disclaims any liability for negligence of use by the client of items associated to the accommodation.

It is under French law that no children under the age of six years are to sleep in the upper bunk bed of any My French Chalet Ltd accommodation. If they do then the liability is totally dependent on the guardians of that child.

Strictly no pets allowed in any of our chalets unless My French Chalet Ltd consent to this with an extra charge.

My French Chalet Ltd does not accept liability for any act or default or omission on the part of the suppliers of any service that My French Chalet Ltd offers and over whom My French Chalet Ltd has no direct control or has information link to on this website. All company links and information on this site is the sole responsibility of that company or their site. My French Chalet Ltd expressly disclaims any responsibility or liability for any issues relating to these companies. The client will be bound by the operating conditions of the suppliers of the other services that make up the holiday. In no event shall the liability of My French Chalet Ltd to the client exceed the price paid for the relevant holiday or arrangement.

My French Chalet Ltd has the right to cancel any reservation made by the book online site (www.bookonline.myfrenchchalet.com) if a technical error has caused the price to be incorrect and not inline with the prices listed on our public site.

Bookings with any third party supplier are subject to any changes.

My French Chalet Ltd disclaims any liability for disputes between the client and a third party booking and where My French Chalet acts as a selling agent.

Any contract between the client and My French Chalet Ltd shall be governed in all respects by English Law. Only English Courts shall have jurisdiction in relation to any claim or dispute arising out of or connected with any such contract.

My French Chalet Ltd is not liable for any problems or maintenance with respect to internet WI-FI in accommodation where it is installed. It is up to the client to contact the owner or third party technical assistance direct.

Any fees owed to third party companies outstanding after the client departure date will be paid off by the card held on the system with a card fee applied.