Chalet Hugo Booking Terms & Conditions

BOOK WITH CONFIDENCE - SPECIAL CONDITIONS FOR COVID 19 - CLAUSE 22

These Terms and Conditions relate to the rental of Chalet Hugo as a self-catered “gîte” holiday property.

Definitions: The business of Chalet Hugo holiday rentals situated at 130 Impasse du Bois du Vaney, Le Biot, 74430, Haute Savoie, France, hereinafter referred to as “Chalet Hugo”, “we”, “our” or “us”.

“Booking Form” means the electronic booking form incorporating these Terms and Conditions that the Lead Booking Name and each person listed in the Group electronically agree to.

“Lead Booking Name” is the person who completes the Booking Form and who will be responsible as the main contact for all aspects of the Group’s Booking.

“Group” refers to all persons booked to stay in Chalet Hugo listed on the Booking Form and also includes any subsequent changes of names to the original booking.

“Deposit” is a non-refundable proportion of the final invoice total, which secures the booking, until the final balance is due (NB. special conditions apply for Covid 19 in Clause 22).

“Security Deposit” is a refundable deposit charge, which will be charged to your credit / charge card in the event of damage to property.

“Booking” is your reservation of Chalet Hugo following a paid Deposit.

“Third Party” is a supplier of any additional service subscribed to during your stay at Chalet Hugo and procured by us.

1.0 AGREEMENT

The Terms and Conditions contained in this document together with your Booking Form comprise the contract between Chalet Hugo and all persons over 18 listed on the Booking Form. The contract is deemed to have been made as soon as the Booking Form has been sent and completed online by the Booking Lead Name, accompanied by a non-refundable Deposit or full payment as applicable.

1.1 When payment has been made without a Booking Form being completed, a contract will be deemed created immediately between you and Chalet Hugo upon processing of a credit/debit card payment for the Deposit or full payment of your rental.

1.2 The Lead Booking Name is responsible, on behalf of all other members of the Group, for all matters relating to the booking, thus he/she will be personally liable for all monies outstanding from the remainder of the guests.

1.3 If at any time, prior to the start of the booking, there is a change of Lead Booking Name, Chalet Hugo must be notified, either by email or telephone, by the original Lead Booking Name.

1.4 It is a requirement, under French Law, that every person staying at Chalet Hugo is known and named on the Booking Form. Additional, undeclared guests will invalidate insurance for Chalet Hugo, therefore under no circumstances are additional guests allowed to stay in Chalet Hugo other than those specified on the Booking Form or as otherwise notified to Chalet Hugo before the start date of your holiday. Failure to comply with this may result in your booking being terminated immediately in resort and you and your Group may be asked to vacate Chalet Hugo with immediate effect and without compensation.

2.0 BOOKING

2.1 A reservation is only valid on payment of a non-refundable Deposit of 25% minimum. A booking enquiry will not be treated as a reservation until a full Deposit is received. In the event that no, or only a partial Deposit is received, Chalet Hugo reserves the right to re-book the same week to another client without notification.

2.2 The final balance outstanding on your Booking must be paid 8 weeks before the start date of your stay at Chalet Hugo. For bookings made within the 8 weeks of the start date period the full cost of the holiday will be payable at the time of booking to secure your reservation.

2.3 If the final balance is not received 8 weeks before the start date of your stay at Chalet Hugo, we reserve the right to cancel the booking and retain any Deposit paid and levy cancellation charges as outlined below in section 5.0. We then reserve the right to re-book the same week in the same accommodation to another client without notification.

2.4 If you or any of your party change any of your flight details and Chalet Hugo has made transfer or any other arrangements on your behalf, an administrative charge of €50 Euros may be incurred, in addition to any additional costs in relation to further transfer fees, e.g. where a new flight arriving separately from the Group requires an additional transfer. These charges will be added to your final balance.

2.5 If you agree to reserve Chalet Hugo on an exclusive use basis, the Lead Booking Name is liable for the full cost of your stay as stated on your Booking Form, irrespective of Group size and final number of guests confirmed. Please note if your Group size exceeds the agreed maximum capacity of Chalet Hugo as stated on your Booking Form, additional charges will be incurred.

2.6 The Lead Booking Name is responsible for payment of the Booking on behalf of a Group, in one lump sum. This applies to the Deposit and also to the final balance due. Chalet Hugo will not accept multiple payments from multiple individuals for the same Group Booking.

3.0 PRICES

3.1 The prices quoted are for one week’s (7 nights) accommodation on a self-catered basis unless otherwise stated.

3.2 Prices include bed linen, towels, toiletries, slope transfers, a welcome pack and cleaning of the property before and after your stay. Our self-catered prices do not include, meals, grocery shopping, airport transfers, flights or travel costs; travel, holiday or medical insurance; lift passes; childcare; equipment hire or lessons.

3.3 We guarantee the price of your Booking as quoted at the time of booking and as stated on your Booking Form. Chalet Hugo reserves the right to increase or decrease the advertised price of any unsold holidays at any time.

4.0 PAYMENT

4.1 Acceptable payment types are credit, debit card or internet bank transfer into our French Euro account or our UK bank account.

4.2 Chalet Hugo will not be held responsible for charges incurred by yourself for international bank transfer costs or charges imposed on you by your bank or card issuer. This also includes payment discrepancies or additional costs caused by variations in exchange rates used by your bank or card issuer.

4.3 In the event of dishonoured payments, the Lead Booking Name will be contacted to make immediate payment by other means. Failure to make payment by other means will result in the immediate automatic cancellation of the Booking and any Deposit paid will be held in accordance with section 2.3. Chalet Hugo then reserves the right to re-book the same week in the same accommodation to another client without notification.

4.4 In the event of late payment of your final balance, any charges or loss of revenue incurred on our behalf will be added to your balance. We reserve the right to cancel your stay should you fail to pay your final balance, without compensation.

4.5 Details of a valid credit card will be taken on arrival at the property in resort as security against damage, loss, breakages and additional cleaning charges as more specifically detailed in section 9. These details will be kept for the duration of your stay and by you agreeing to these Terms and Conditions, you are agreeing to allow Chalet Hugo to charge that card in the event of any damages, losses, breakages or additional cleaning charges.

4.6 We will endeavour to deal with any discrepancy during your stay. In the event that damage to one of our properties is not brought to our attention during this period, and is discovered after your departure, we will contact you within 72 hours of leaving the property to confirm additional charges to be processed.

5.0 CANCELLATION

5.1 In the event of circumstances beyond our control, should it be necessary for Chalet Hugo to make alterations to a confirmed booking or to cancel your Booking completely, we will contact the Lead Booking Name as soon as possible. In this instance we will endeavour to make alternative arrangements for accommodation (up to the same value) if available or offer a full refund of any monies paid in relation to the cancelled Booking. No other compensation will be offered.

5.2 We cannot accept responsibility or pay compensation where the performance of our contractual obligations is prevented by or affected by events amounting to Force Majeure (acts of war or threat of war, political unrest, terrorist activities, adverse weather conditions, volcanic ash clouds, strikes, acts of God, epidemics, pandemics, riots, civil strife, industrial disputes, terrorist activity, natural or technical disasters, nuclear war) and or similar events out of our control. Referred to herein as “Force Majeure”.

5.3 You, or any member of your Group, may cancel your holiday at any time providing that the Lead Booking Name makes the cancellation in writing/email. Charges will be levied in accordance with cancellation charges as outlined in section 5.5.

5.4 Chalet Hugo takes no responsibility for non-delivery or non-receipt of such written cancellation and you should rely on a received acknowledgement from us, in order for the cancellation notification to be deemed valid.

5.5 Cancellation Charges will be levied as follows:

Your 25% deposit is non-refundable.

You are liable for 25% of the total of your final invoice amount if you cancel any time after your Booking Deposit is paid and before 8 weeks of the commencement of your stay at Chalet Hugo, (Covid exceptions apply as set out in Clause 22).

You are liable to pay 100% of total cost of your stay at Chalet Hugo if your cancellation is less than 8 weeks before commencement of your stay (see Covid exceptions in Clause 22).

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy.

5.6 Non receipt of the balance of the cost of the holiday will not be taken as notification of cancellation; clients will still be liable for cancellation charges as shown above if they subsequently cancel the holiday.

6.0 LIMITATION OF LIABILITY

6.1 Chalet Hugo does not accept any liability or pay compensation for:

6.1.2 Force Majeure events

a) Adverse weather or traffic conditions, avalanche, mud slips, slides and snow conditions and the effect any of these may have on travel arrangements, accommodation and activities.

b) Limitations imposed by resort authorities, ski-lifts, ski school or ski hire operators.

c) Travel arrangements made by the Group or on behalf of the Group.

6.1.3 Any personal injury or death caused to any visitor and/or any member of the Group for their duration of their stay.

6.2 These limitations are not intended to exclude any statutory rights the Group and/or visitor may have.

6.3 These Terms and Conditions and any non-contractual obligations arising out of or in connection with it are governed by French law.

7.0 ARRIVAL/DEPARTURE TIMES

7.1 Chalet Hugo is available for access from 5 pm on the day of arrival. Effort will be made to allow early access, however, this must be discussed with us prior to arrival.

7.2 For departure, Chalet Hugo must be vacated by 10 am. There is no luggage storage facility available and all cars must be removed from designated parking spaces. Effort will be made to allow late checkout under special circumstances only. However, this must be discussed at the time of booking and may incur an additional charge.

8.0 RESPONSIBILITIES, BEHAVIOUR

8.1 All guests should act and behave in such a manner so as to not affect or disrupt the enjoyment of other guests, local residents or have a negative effect on the reputation of Chalet Hugo and its representatives. Excessive, unreasonable noise outside or within Chalet Hugo, its grounds or communal areas after 10pm will not be tolerated. We reserve the right to refuse to further accommodate your Group if you are in breach of this clause and contractual obligations will be terminated immediately. No compensation will be payable.

8.2 Any loss or damage caused by or arising from the behaviour of any members of the Group, to property, grounds and outbuildings of Chalet Hugo or its neighbouring properties or environs must be paid for in full. This is payable by the Lead Booking Name, on behalf of the Group, irrespective of which member of the Group was responsible. This is to be paid by the credit card payment details supplied at time of booking before guest departure as detailed in section 4.5.

8.3 Any client not properly securing the exits or windows of Chalet Hugo will be liable for any Chalet Hugo property stolen as a result of that negligence. Chalet Hugo will not be held responsible for any theft or loss of personal possessions from our premises / vehicles.

9.0 DAMAGES, ADDITIONAL CLEANING AND BREAKAGES

9.1 As mentioned in section 4.5, details of a valid credit card will be taken on arrival at Chalet Hugo as security against damage, loss, breakage or additional cleaning charges to the property.

9.2 Additional cleaning charges are levied as follows:

We reserve the right to charge up to €150 for additional cleaning if the following has not been adhered to before departure of a property:

All rubbish & recycling removed;

All dishes, cutlery, pots and pans washed;

Dishwasher on or emptied

9.3 DO NOT use abrasive cloths or cleaning products in accommodation. Any damage caused to polished or metal surfaces will constitute chargeable damage.

9.4 DO NOT dry clothing on radiators or near fireplaces, which may cause damage or cause fire. Any damage caused will be chargeable.

9.5 DO NOT wash shoes or trainers or inappropriate clothing in any of the washing machines, and ensure all pockets are emptied. You are liable to pay for any repairs, replacement parts or full replacement of washing machines and tumble driers on a like for like basis.

9.6 Should you lose the keys to access Chalet Hugo, you will be charged €100 for a replacement. This charge will be made immediately using the credit / debit card provided at the start of your holiday.

10.0 HOT TUB and SAUNA

10.1 In the interest of hygiene, all persons using the hot tub and sauna are required to shower before entering and should sit on a provided towel in the sauna.

10.2 Chalet Hugo takes hot tub and sauna care, cleanliness and maintenance very seriously. Every week, prior to new guests arriving, the hot tub and sauna are thoroughly cleaned, maintained and filters and water replaced, where necessary.

10.3 Guests use the hot tub and sauna at their own risk and special care should be taken at all times when getting into and out of the hot tub. Extra care should be taken during cold and icy conditions as the areas surrounding the hot tub cannot be salted to remove ice. Chalet Hugo requires that all guests, before using the hot tub, have read and understood the Hot Tub and Sauna Safety notices posted within Chalet Hugo.

10.4 Children under the age of 12 years must be supervised and accompanied by an adult at all times when using the hot tub to avoid the risk of drowning and/or overheating. Children under the age of 12 and pregnant women must not use the sauna. Under 16 year olds must be accompanied at all times in the sauna.

10.4 Chalet Hugo reserves the right to close hot tub or sauna for reasons related to, but not limited to, damage, chemical imbalance, breakdown, vandalism or unsafe conditions. Prior notice is not necessary and in such cases compensation will not be payable to guests.

10.5 Hot tubs may not be used between the hours of 10pm and 8am. Your hot tub will be turned off and you may be liable for a fine, if levied by the local authority.

11.0 FIREPLACES, STOVES AND CHIMNEYS

11.1 Care must be taken when using fireplaces, stoves and chimneys. Naked flames, fires, fireplaces and chimneys are hot and can cause serious damage to property, belongings and people. Therefore, fireplaces should never be overloaded with wood, allowed to burn out of control. They should never be left unattended. No paper or material other than wood should be burned in such appliances. Clothes or other items should never be dried directly in front of or on top of them.

11.2 Chalet Hugo accepts no responsibility for damage to guests, guest clothing or other property belonging to guests as a result of using a fireplace, stove or chimney. If a guest damages a piece of Chalet Hugo property as a result of using a fireplace, stove or chimney, they will be charged for its replacement.

12.0 LOST AND STOLEN PROPERTY

12.1 Any client not properly securing the exits or windows of Chalet Hugo will be liable for any property stolen as a result of that negligence. Chalet Hugo will not be held responsible for any theft or loss of personal possessions from our premises / vehicles.

12.2 It is up to the Lead Booking Name to ensure that each member of the Group is responsible for the safety of all their own personal possessions, documents and equipment. No responsibility or liability will be accepted by Chalet Hugo in respect of such items as it is a condition of your Booking (and therefore reasonably assumed by Chalet Hugo) that all guests have taken out appropriate insurance to cover such loss and/or damage.

For the avoidance of doubt, please note that this also applies to Mountain Bikes, Road Bikes, Ski/Snowboard Equipment, cameras, phones and any other “high value” items that guests have brought with them.

13.0 CHILDREN

13.1 No matter how much care is taken, Chalet Hugo is not child-proof and we will not be responsible for any accidents which occur. It is the parent’s responsibility to ensure their children are supervised at all times. Particular care must be taken with the hot tub, sauna, fireplaces, chimneys and staircases as fire guards and stair gates are not provided.

13.2 Chalet Hugo can provide high chairs, travel cots and car seats for infants and babies. However, we accept no responsibility in the event of accident or injury as a result of the use of such items. Parents assume full responsibility for the safety and wellbeing of their children at all times.

14.0 OUTDOOR SHOES & EQUIPMENT

14.1 It is important that, for your comfort, a pair of slippers or indoor shoes are included in your packing as ALL outdoor shoes, which include ski and snowboard boots, mountain biking shoes and cycling shoes are strictly forbidden anywhere inside Chalet Hugo and the internal communal areas.

14.2 Under no circumstance is the repair or maintenance and cleaning of outdoor equipment allowed within the internal space of Chalet Hugo including terraces, balconies and garden areas. This also includes waxing of skis or snowboards in winter.

15.0 SMOKING & ILLEGAL SUBSTANCES

15.1 For health and safety reasons, smoking is strictly prohibited within Chalet Hugo and its vehicles. If guests wish to smoke, they must do so outside and must dispose of subsequent cigarette litter in an ashtray and not on the ground.

15.2 Anyone smoking or taking illegal substances in or around Chalet Hugo will not be tolerated. Any guest involved in such activity will be asked to vacate immediately and Chalet Hugo may refuse to further accommodate your Group if you are in breach of this clause and contractual obligations will be terminated immediately, without compensation.

16.0 COMPLAINTS

16.1 In the unlikely event of you having a complaint regarding any aspect of your stay you should notify us immediately.

16.2 Any complaints made AFTER departure will not be considered. Complaints cannot be accepted for airport transfers, snow conditions, childcare, weather, lessons and closures of ski-lifts and other services provided by Third Party suppliers or for anything outside our direct control.

17.0 THIRD PARTY SUPPLIERS & ACTIVITIES

17.1 Chalet Hugo can assist in sourcing and booking many of the extra services you may need on your holiday. These services are subject to the terms and conditions of the individual Third Party companies.

17.2 Our help in organising and recommending Third Party suppliers does not constitute an approval and we take no responsibility or liability for Third Party services. Any grievance with a Third Party service should be taken up with that provider directly.

18.0 AIRPORT TRANSFERS

18.1 Airport Transfers are not included in the cost of your self-catered holiday at Chalet Hugo. However, we may be able to collect a group of up to 8 people, subject to prior arrangement. For larger groups, we will be happy to arrange a Third Party transfer company, subject to their charges. Weather and road conditions permitting the journey should take no longer than 90 mins.

18.2 In the case of unforeseen circumstances, out of our control, such as flight delays, cancellations, lost luggage, adverse weather and road conditions, you may be required to wait in the airport arrivals café area.

18.3 We are not responsible for compensating any costs incurred due to unforeseen circumstances resulting in you missing your flight.

19.0 PASSPORT AND VISA

It is your responsibility to be in possession of a valid passport and/or any visa necessary. If you do not have a British or EU passport, please be sure to check visa requirements for France. Remember, most flights are to Geneva in Switzerland, which is not an EU member.

20.0 INSURANCE

20.1 Skiing and snowboarding and summer activities can be dangerous pursuits. Therefore, you MUST be appropriately insured before taking part in winter or summer action sports.

20.2 It is up to the Lead Booking Name to ensure that each member of the Group has all their own necessary medical and travel insurance documents to cover themselves fully before embarking on their visit.

21.0 TERMS OF CONTRACT

21.1 All descriptions on the Chalet Hugo website are given in good faith and are believed to be correct. This is in relation to all aspects including activity, pricing and information.

21.2 For the avoidance of doubt in the event of any conflict between the details on the Chalet Hugo website and our Terms and Conditions, the provisions of the Terms and Conditions prevail.

21.3 The contract between your Group and Chalet Hugo is made in accordance with these Terms and Conditions.

22.0 COVID 19 supplemental booking conditions

Covid 19 has made the ordinary course of leisure visits difficult. We want you to feel you can still book your visit to Chalet Hugo, despite the uncertainty of potential Covid 19 restrictions and therefore will apply the following conditions in the event that restrictions affect your ability to fulfil your obligations under our Terms and Conditions. Therefore, at the present time and for the foreseeable future, the following conditions supersede the Booking Terms and Conditions in relation to your visit in these exceptional times.

22.1 You must make a 25% non-refundable deposit payment within 48 hours of provisionally booking your stay at Chalet Hugo.

22.2 We will not ask you for the balance payment until 4 weeks prior to your visit. If you decide not to come at this point you can roll your 25% non-refundable deposit to another date up to 18 months from your arrival date. Your decision does not have to be based on official Covid related restrictions\* at this point.

22.3 Within one week of your arrival, if there are Covid related restrictions\* which prevent your travel to France, we will accept a cancellation by you. You will be given a credit for the total amount paid. You can use this credit to book the same property up to 18 months from your arrival date.

22.4 If you decide that you do not want to come after you have paid your balance, but there are no official travel restrictions\*, you will be cancelling your Booking and no refund or credit will be given. Our normal cancellation Terms and Conditions will apply.

22.5 If Covid related restrictions\* come into force mid-way through your stay and you have to leave, it will not be possible for Chalet Hugo to refund or give a credit for any part of your accommodation cost. If you wish to make a claim on your travel insurance, Chalet Hugo will supply any documentation you need.

22.6 Over 18s must be double vaccinated and have any booster vaccinations required by any of the countries through which they travel and be able to provide a European accepted vaccination certificate. We expect rules for minors to comply with prevailing and ever-changing requirements of the EU countries through which they travel and the country of origin.

\*Covid related restrictions must include one of the following:

A travel ban in France or from your country of residence or country of arrival (e.g. Switzerland for Geneva arrivals) which prevents travel to Chalet Hugo.

A Covid related closure of the Morzine-Avoriaz mountain lifts.

A Covid related instruction from the local authorities that requires the closure of Chalet Hugo to visitors.

Your country of residence requiring a mandatory quarantine period of MORE THAN 2 days on your return. This does not include a quarantine period on return due to a positive Covid test.