



**BE MY GUEST-MARTIN**  
Réservation



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## OUR GENERAL SALES CONDITIONS

### 1/ Booking conditions

#### 1.1/ General information

The tariffs include all of the reserved services which are in the contract, except the local holiday tax, and any further supplements booked and provided on site, which will be payable direct to the service provider.

**The client should be insured against rental risks, theft, fire, water damage, either through an extension to main residence insurance or with special holiday insurance.**

**In general, the accommodation services start on the first day at 17h and go through until the last indicated day up to 10h in the morning. If this is not so, then arrival and departure times should be clearly indicated on the final voucher.**

#### 1.2/ Payment

If the booking takes place **more than 30 days before** your holiday starts, you should pay The Booking Centre:

- **a deposit of 30% of the total cost**
- **dossier charges of 11€ will be added for each stay**
- **you will have the option of taking the cancellation – interruption insurance.**

If payment is **less than 30 days before** the start of your holiday, you should pay us the **full amount.**

#### 1.3 For your arrival

On reception of the balance, The Booking Centre will send you a voucher on which is noted the details of the services booked as well as arrival details. This voucher should be given to the accommodation provider on arrival.

**For all arrivals after the indicated time or outside of the hours of opening, please advise the accommodation provider directly, by using the telephone number on the voucher.**

Your dossier can be viewed 24h/24h.

### 2/ Cancellation conditions:

**All reservation cancellation should be confirmed by registered letter to The Booking Centre. In addition, all modifications to bookings should be in writing (letter, fax or email).**



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**You have to keep the Booking Centre informed of any change about the persons coming for the stay (name, age....). If you don't give us right information, the cancellations conditions below won't be applicable.**

The Booking Centre offers for every booking an optional cancellation – interruption insurance for your holiday. It costs 3 % of the total amount of the accommodation (excluding local holiday tax). This permits the full reimbursement of the accommodation cost paid, so long as the reason for cancellation is included in the list of guarantees defined in the insurance policy ( see paragraph 4/).

If you do not want the cancellation – interruption insurance for your holiday, we thank you to notice it in the present contract. Without any information from you, we will consider that you want to subscribe at the cancellation – interruption insurance for your holiday. Once your payment is done, no change would be possible regarding the subscription or not at the cancellation – interruption insurance for your holiday.

Cancellation charges without insurance are as follows:

Cancellation + 30 days before the holiday starts = 30 % of the total will be kept by the Reservation Centre.

Cancellation between 29 and 15 days before the holiday starts = 50% of the total amount kept.

Cancellation between 14 and 8 days before the holiday starts = 75% of the total amount kept.

Cancellation between 7 days and the day of arrival = 100% of the total amount kept.

Please note that all modifications leading to a change of accommodation from a smaller apartment to a bigger, or any changes in dates, will be considered as a cancellation of the initial order to which the above cancellation charges will be applicable. Your request has to be made per post mail, email or fax.

Be careful, in case of modification or cancellation of complementary services, you must send us an email, a mail or a fax and you first have to pay the total amount and you will be reimbursed after.

The complementary services, other than the accommodation, the shuttle services and the ski wear rental, will be reimbursed completely by The Booking Centre, if they have been cancelled before the beginning of their valid period, except for the ESF ski lessons, for which cancellation fees of 20€ will be deducted. For the shuttle services and the ski wear rental, the cancellation fees will be the same as the accommodation fees (see above).

All interruption to a holiday due to a personal reason will not attract any repayment from the Reservation Centre.



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On the rare occasion that The Booking Centre has to modify or cancel a reserved service, the Reservation Centre promises to offer a replacement service which will be offered in writing, and which you must accept or refuse within 24 hours. If you accept the new proposition, you will receive a new contract.

Please note that if a reply has not been received within the specified time, the new proposition will be considered as accepted.

In case of litigation, the rules laid out in article 101 of Décret N°94-490 dated 15<sup>th</sup> June 1994 concerning client compensation due to cancellation or modification to the service.

### **3/ Complaints:**

**All complaints concerning a holiday must be addressed to The Booking Centre by registered letter.**

However, if there is litigation due to the fault of the accommodation provider, the accommodation not conform to its description, the Reservation Centre can, in no way, be held responsible. The Booking Centre, acting as your intermediary, will do everything it can to find a solution through repair and compensation.

No services disputed after the valid starting date can be reimbursed or counterpartied by The Booking Centre.

### **4/ Holiday cancellation or interruption insurance: CONTRACT N°5138048.492**

#### **4.1 Holiday cancellation**

Cost: **3% of the total accommodation cost** (minimum 5 € per dossier)

Definition: The insured is the guest of the stay, his or her spouse or concubine, their relatives in the ascending or descending lines, sons in law, daughters in law, brothers,, sisters or persons mentioned or designated.

1- Glass coverage within a limit of EUR 2 287 including EUR 137 for temporary closing costs. Absolute excess of EUR 65. 00 per claim.2- Other damages to property rented belonging to the owner: within a limit of EUR 2 287 for all damages occurring during the stay period. Absolute excess of EUR 65.00 per claim.3 - Civil liability

3.1. – Within a limit of EUR 1 524 490 for every liability of the renter to the owner within a limit of EUR 457 347 for neighbour and third party claims.

3.2. – The Insurer guarantees the owner of rented premises against the financial consequences of any civil liability he may incur in connection with bodily injuries, material damage and losses caused to the renters or occupiers as a result of an accident in connection with the facilities and/or things of the rented premises within a limit of EUR 1 524 490 for bodily injuries and EUR 38 112 for material damages and financial losses.



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The SUBSCRIBER states that he is acting both for his account and on behalf of renter vacationers spending holidays in the villas, furnished apartments or other facilities of the SUBSCRIBER (mobile – homes, chalets...)

#### 4.1 Interruption insurance

The insured person must inform The Booking Centre by recorded delivery letter at the latest 5 days after knowing it won't be possible for him to come.

The insured must send to Les Menuires' reservation the written proof for the cancellation (medical certificates ...) and a proof from the accommodation provider of the interruption of stay.

**The insured accepts that the insurance doctor have access to his medical file.**

**This document is a resume of the general conditions of the contract 5138048.492, it is not a contract. You can receive a copy of the general contract conditions by asking at the Reservation Centre.**

#### **CANCELLATION INSURANCE:**

Refund of amounts paid for the price of the stay (accommodation only) after deducting the insurance premium, which the Insured should pay in the event of cancellation as a result of the following events:

1- Insured's serious disease, serious injury or death, Serious disease or injury is to be understood as any alteration of the health or any bodily injury preventing the Insured from leaving the home or hospital where the Insured is being treated on the date of departure as proven by a work leave certificate or doctor's certificate indicating the above-mentioned prevention or preventing the practice of the main activity of the stay. Relapses or previous sicknesses or injuries are covered provided the sickness or accident did not arise in the MONTH preceding the reservation date.

Regarding Sickness/Accident events involving the Cancellation coverage, the Insured shall give access to his medical records to the Company's doctor, failing which no guarantee will be effective.

2- Fire, explosion, theft, water damage or natural event resulting in significant damages at the Insured's home and occurring prior to his departure or during the stay and requiring his presence on the site of the event or at his second home or company.

3- Prevention from taking possession of the rented property as a result of the dismissal or transfer of the Insured, provided the date of the event is after the reservation date

#### **EXCLUSION : Dismissal for serious misconduct.**

4- Prevention from reaching the resort by road, railroad, plane on the date of the beginning of the stay and within the following 48 hours: as a result of roadblocks, strikes, floods or natural events preventing traffic, certified by the relevant authority, Insured's car accident, theft or attempted theft of the Insured's vehicle within one month before the stay beginning date.

5- As a result of changes in the Insured's holiday dates by the Insured's employer.

**This list is not complete, for any particular case, please contact us at +33 4 79 00 79 79**

#### **IN THE EVENT OF A STAY INTERRUPTION OR ENTRY POSTPONING**



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The refund of the stay price shall be calculated in proportion of the time unused as a result of the interruption, resulting from any of the events listed in the Cancellation coverage - & 1, 2, 3, 4, 5.

#### **SPECIFIC CANCELLATION EXCLUSIONS**

It is agreed that the coverage shall not be effective in any of the situations specified below:

Sickness or accident that the Insured is aware of upon reserving, resulting in treatment during the month before the rental reservation date.

Pregnancy except for any complications due to that condition, miscarriage, birth and consequences, within one month before the effective reservation date.

For thermal treatment, need for aesthetic treatment (except as a result of an accident or sickness), psychiatric or psychotherapeutic treatment, including nervous breakdown.

Sickness or accident due to alcoholism, drunkenness, use of non-medically prescribed medicines, drugs, narcotics.

Accident caused by the practice of sport: flying, bobsleigh, skeleton, mountain climbing, ice hockey, car sports, scuba-diving.

#### **SPECIAL CLAUSE:**

By special dispensation to the Particular Conditions and to the Special Conventions « CS Groupe PM – V10.01” by special dispensation to the special conventions 197A; it is stipulated that for cancellations with a cost equal or higher than 5000€, 10% of the total amount of the stay will be deducted from the refund, either for a cancellation or an interruption of the stay in case of indemnification on a guarantee subscribed and questioned.

#### **5. Privacy and personal data protection**

The information asked (name, address, age, ski level...) is necessary to complete your booking file.

The information provided is electronically processed to manage your subscription. The data is kept for at least 5 years. The data is used by the booking Center and Les Menuires and Saint Martin de Belleville Tourist Offices who may send you offers and resorts information.

According to the French Data Protection Act of January 6th 1978, updated in 2004, you have the right to access or change your personal data by writing to LES MENUIRES RESERVATION –Immeuble l'Adret – 73440 LES MENUIRES - reservation@lesmenuires.com. You can also, for legitimate reasons, opposed to any treatment of information about you.