

TERMS AND CONDITIONS OF SALE RESIDENCES & CHALETS

I. Booking registration and confirmation

All registrations must be accompanied by a deposit equivalent to 30 % of the price of the holiday.

The reservation becomes firm and final once it has been confirmed by the VILLAGE MONTANA. Any supplementary night's stay to those reserved in the original booking will be billed on a prorate public rate and will be paid directly by the client.

II. Payment of the balance

The balance of the price of the holiday must be paid, at the latest, 30 days before your clients' arrival date. We will not send you a reminder. If the deposit is paid by credit card, please make sure the VILLAGE MONTANA has the authority and ability to debit the balance from the same credit card on the intended date. The client is liable for payment of any bank transfer fees that may apply.

Any bookings made less than 30 days before the arrival date must be paid for in full before the holiday reservation can be confirmed. Once the holiday has been paid in full, the VILLAGE MONTANA will send you a pro forma invoice.

III. Modifications and cancellations

If you wish to cancel their holiday, you should inform us immediately by email: info@tiones.co.uk

Cancellation periods are calculated from the date your notification is received in our offices. If clients are delayed and unable to take up a booking as scheduled or have to shorten their holiday, we will not be bound in any circumstances to reimburse for any unoccupied overnight stays.

Any cancellation emanating from the client will lead to the payment of variable costs as follows:

- From 29 to 15 days before the planned arrival date:
- invoicing of 50 % of the total price of the holiday including any extra services.
 From 14 to 7 days before the planned arrival date:
- invoicing of 75% of the total price of the holiday including any extra services.
 Less than 7 days before the planned arrival date:
- involcing of 100 % of the total price of the holiday including any extra services.
 Non-presentation on arrival day, interruption of the holiday and early return:
- **Invoicing of 100%** of the holiday including any extra services. For further information on the above, please refer to the contract agreement.

Clients are reminded, as stipulated by the French Consumer Code Article L. 121-21-8 12° that the right of retraction mentioned in article L. 121-21 does not apply. The terms and conditions of sale of the applicable holiday price stipulate the

Information and concellation procedures possible.

A refund or a credit note on the whole amount paid for your booking will be proposed in the following cases:

- closure of the ski resort or Village Montana

- closure of the French borders or those of the country of departure of the client

If one of these closures happens during the stay of the client, the non-consumed nights will be reimbursed.

IV. Further Information

General description and photos of our apartments which are presented in our marketing documents (brochures, website) are solely for information purposes. Any request for a particular aspect, a specific situation, or a style of apartment, is considered as a preference and does not constitute a guarantee on our part to the supply of an identical product.

All information concerning the ski resorts are supplied by the relevant Tourist Offices. The VILLAGE MONTANA cannot be held liable for inaccuracies in its content.

Prices include:

Rent of apartment, supply of bed linen and towels (beds are already made up on your arrival); change of towels midweek for all stays over 7 nights; (except for the Residence Le Cheval Blanc); cleaning kit including tea towels; satellite television and direct line telephone (not including communication charges); wifi; water; heating and electricity, end of stay cleaning (except kitchen area); 1 bag of firewood for apartments with a fireplace.

The Taxe de Sejour (a local tourism tax) is not included in our tariffs. Amounts vary according to location and residence category, and the charge is payable directly in the residence (except the cases it is paid by Tour Operator by prior agreement).

V. Reception and handover of the keys

The VILLAGE MONTANA reception is open 24 hours a day. Clients undertake to occupy the accommodation on the planned commencement date and also to pay the security deposit (see below) the same day.

If these conditions are not fulfilled, the VILLAGE MONTANA reserves the right to refuse the handover of the keys and to re-let the apartment the following day. Apartments are available from 5pm on arrival days and must be handed back by 10

an on the day of departure, In case of a late departure, after 10 am, a supplementary fee of \in 150 will be charged

to the client. In case of loss of keys, the sum of €25 will be charged to the client.

VI. Security deposit

A security deposit of ${\in}500$ per apartment must be paid when the keys are handed over (credit cards are accepted).

Cleaning at the end of the holiday is included in the price of the rental fee, but, clients should leave the apartment in a reasonable state and abide by the following rules:

Put all furniture back to its original place

Completely empty the refrigerator; wash up and tidy away all crockery and cutlery

 Empty all the bins and place them in the rubbish containers outside the residence.

In case of non-compliance to these rules, the sum of \in 100 will be charged to the client.

The establishment will cancel or destroy your security deposit 10 days after your departure, after having taken into consideration any outstanding payments, any damage or unreturned keys. Compliance of the internal rules of the residence will also be taken into consideration, in particular, client behaviour within the apartments, as well as in the communal areas of the building.

In case of night time noise disturbance, and after being issued with two unheeded warnings by the management, the VILLAGE MONTANA reserves the right to retain the client's security deposit and to have them evicted from the accommodation. This eviction would bring an end to the client's holiday, without any refund or payment of compensation of any kind.

VII. Inventory, cleanliness and damage

Upon arrival, clients will need to check the detailed inventory of objects and equipment in the apartment. Any objections concerning the inventory, the state of the premises and equipment and its cleanliness must be declared at the reception of the VILLAGE MONTANA within 24 hours of your arrival. Beyond this period, it is assumed that the client has accepted the accuracy of the aforementioned inventory, state of the premises, its equipment and apartment cleanliness.

Clients must inform the reception of the VILLAGE MONTANA of any damage or breakage that occurs during the holiday. Items from one apartment must not be transferred to another. Any items not found in their original apartment will be considered missing with regards to the security deposit.

Clients are liable for any objects in the apartment (furniture, utensils, linen etc) and are bound to pay for any missing or damaged items at cost price, or for their repair or cleaning, particularly bedding. In the event of damage (to walls, ceilings, paintwork, bathroom fittings etc) clients will also be bound to pay the cost of repairs according to a cost assessment estimate undertaken by the VILLAGE MONTANA.

Any anti-social behaviour we consider to be a threat to public order, may lead to the client being asked to leave the residence. In this case there will be no compensation or refund.

VIII. Occupancy Rules

The rented premises is exclusively for the purpose of holiday accommodation. The client will use the premises and the furniture for residential purposes only.

A maximum number of people is stipulated for each apartment and is indicated in the annexe of this present document. Any violation of the maximum number of people rule will lead to the payment of an extra penalty of €400 per person, per week, without prejudice to any other claim for damages.

The VILLAGE MONTANA reserves the right to visit the apartment, in particular if it is for sale.

IX. Minors

We hereby draw your attention to the fact that our Residences and Chalets are not attached to Holiday & Leisure Centres in the sense defined in Decree No.2002-883 dated 3rd May 2002 and are not equipped to welcome collective or individual holiday camps for minors under the age of 18 years, without the presence of their legal guardians. VILLAGE MONTANA reserves the right to refuse to access to apartments which have been reserved in contravention of this regulation on behalf of minors under the age of 18 who arrive at the reception of the resort in question without their legal guardians. In such cases VILLAGE MONTANA will immediately cancel the holiday. Under the same conditions, VILLAGE MONTANA may, at any time before the start of the stay, proceed to cancel the booking, if it is discovered that the apartment is to accommodate minors aged under 18 years who are not accompanied by their legal guardian.

X. Internal Rules and Regulations

Rules and regulations are available to clients. It is important to be aware of and to abide by these rules in order to make the most of the stay.

It is absolutely forbidden to take skis, ski boots, sledges and any other such equipment into the apartments or onto balconies of the apartments.

The VILLAGE MONTANA cannot be held responsible for any personal objects left behind when leaving the apartment.

Pets are not permitted in our residences hotel (except by prior agreement).

XI. « Force majeure » and change of accommodation

In the event of exceptional circumstances, or in the case of a « force majeure », where it is impossible to make available the original apartment reserved by the client, the VILLAGE MONTANA reserves the right to change the accommodation to an accommodation with a similar or higher classification and similar services, subject to the prior agreement of the client.

The VILLAGE MONTANA cannot be responsible for matters outside our direct control that may perturb your holiday, for example lack of snow, suspended business activities, power cuts, interruption of water provision, noisy environment, natural catastrophes, closure of roads... The client will not be entitled to any compensation from the VILLAGE MONTANA.

XII. Security

Clients must make sure they close the doors and windows of their apartments when they go out and make use of the safe in their apartment for all valuables left there.

Furthermore, clients should not leave anything on the balconies or in the communal areas of the residences (reception, corridors, garages). Ski lockers must also be kept locked. The VILLAGE MONTANA will not be held in any way liable should clients fail to follow these instructions.

XIII. Disputes and litigation

By express agreement, any litigation relative to the execution and application of the present terms and conditions of sale will fall under the exclusive jurisdiction of the courts located in Albertville (Savoie) and will be governed by French law.