

## BOOKING CONDITIONS<sup>1</sup>

### **BETWEEN**

SARL BAYER, 82, Clos des Vernes, 74400 Chamonix Mont-Blanc, represented by:  
Mrs. Blandine Wartel, owner, residing at 133, Avenue de Suffren, 75007 Paris  
Born in Toulon on 19/10/1972  
Of French nationality,  
Hereinafter "the Lessor"

### **AND**

The Lessee, hereinafter "the Lessee",  
the following has been agreed:

The Lessor grants the Lessee use of the following Property :  
Chalet Bayer  
72, Clos des Vernes  
74400 Chamonix Mont-Blanc  
A chalet for 8 persons with a garden,  
Hereinafter "the Property"

### **I. DURATION OF LEASE**

The lease begins on the day of arrival at 4pm and ends on the day of departure at 10am. Access after 7.30pm will incur a €20 surcharge and €50 after 11.30pm.

### **II. BOOKING CONDITIONS**

To confirm the booking, the Lessee pays a 25% deposit on the rent if the booking is made more than 8 weeks before the arrival date. The balance is due 8 weeks before the arrival date. When booking less than 10 weeks before the arrival date, the total amount is due. All payments by credit card incur a 1% surcharge. Payment can also be made by bank transfer to the following account (in which case all transfer fees are to be paid by the Lessee, "sender pays all fees"):

Name: BAYER  
IBAN: FR76 3000 3001 0300 0270 0023 571  
BIC-ADRESSE SWIFT: SOGEFRPP

### **III. SECURITY DEPOSIT**

The Lessee undertakes to complete the Security Deposit Form before access to the Property can be granted.

### **IV. INSURANCE**

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

If the Lessee fails to bring to the attention of the Lessor any damage found in the Property within 24 hours of arrival, it will be assumed that the Lessee was responsible for that damage.

<sup>1</sup> These conditions have been translated into English for your convenience. The legally binding text is the [original French version](#).

## V. SERVICES

The following services are included in the lease:

- Bedding and bath towels.
- Meet and greet.
- End-of-stay clean.

The following chargeable services may be provided upon request

- Breakfast.
- Catering.
- Cleaning.
- Any other request (ski instructor, outings, etc.)

## VI. CANCELLATION

Alteration or Cancellation by the Lessee:

Should the Lessee wish to make any changes to the confirmed holiday, the Lessee must notify the Lessor 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 the Lessor. A cancellation must be made in writing or by email to the Lessor by the party leader which will be effective when it is received by the Lessor. The following cancellation charges will apply (percentage of total price of rent):

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

Alteration or Cancellation by the Lessor:

It is highly unlikely that the Lessor will have to alter or cancel the confirmed booking but the Lessor must reserve the right to do so. If the Lessor has to make a significant change the Lessee 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 the Lessor's control.

## VII. OCCUPANCY

The Lessee will occupy the Property in good faith, in a reasonable manner (*bonus pater familias*), and according to its purpose. The Property shall not use the Property for commercial purposes, and the Property is made available temporarily. The Lessee agrees not to conduct business activities on the Property, and understands the Property is made available solely for touristic purposes.

Unless the Lessor has given prior consent, no pets are to be admitted on the Property.

The Lessee agrees not to sub-let the Property, except with the Lessor's prior consent.

Smoking is not allowed in the Property.

## VIII. LIABILITY

The Lessor shall not be liable for damage or incidents caused by *force majeure*. The Lessor shall not be liable for theft occurring in the Property, and the Lessee shall take all necessary steps to secure the Property, including locking the Property and shutting all windows.

## IX. DISPUTES

All claims should be sent in good time to the Lessor. Disputes related to the clauses of this contract fall under the jurisdiction of the Bonneville courts.