

MORZINE RESERVATION

Headquarters: 26 Place de Baraty - 74110 MORZINE

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Email: reservation@morzine-avoriaz.com

Private Limited Liability Cie with a capital of 7,650€

Registered with Thonon Les Bains Chamber of Commerce under reference #428 692 479

Registered with the trade register of Travel Agents and Other Travel and Accommodation Providers under reference #IMO074130008

Financial Guarantee: Banque Populaire des Alpes 2, Avenue du Grésivaudan - 38700 CORENC. Guarantee amount: 100.000 €

Liability: MMA IARD -42, route du Plan - 74110 MORZINE

1/ DISCLAIMER

The following words, used with a capital letter in the terms and conditions (T&Cs) set out below shall have the meaning herein assigned to them, whether used in their singular or plural form.

« Client » refers to any person purchasing one (or several) Product(s) through MORZINE RESERVATION.

« Force Majeure » refers to events such as natural disasters, major political events (war ...) which happen to be, in light of their circumstance, unforeseeable, unstoppable and external, and are thus retained as such by the Court of Cassation's jurisprudence as constituting a case of Force Majeure.

« Partner » refers to any Product provider.

« Product » refers to accommodation packages (hotels, chalets, self-catered or serviced apartments...) as well as any other product (ski passes, ski lessons...) provided by a Partner and available to purchase through MORZINE RESERVATION. Details and contents of the products are laid out by the provider of this product and are displayed on the Website.

« Service » refers to the reservation service provided by MORZINE RESERVATION 24 hours a day and 7 days a week through its Website or from Monday to Friday from 9am to 12pm and 2pm to 6pm, and on Saturdays from 9am to 12pm and 2pm to 6pm during the tourist season, by its staff (by telephone or at its offices located in Morzine, 26 place de Baraty) and offering the sale of products.

« Website » refers to the website www.resa-morzine.com managed by MORZINE RESERVATION.

MORZINE RESERVATION acts as agent for the Partners. Other Products aforementioned may only be purchased in addition to Accommodation Products.

The descriptions and photos displayed by MORZINE RESERVATION on all information material are submitted by the Partners and are not legally binding.

The Partners are legally and financially independent of MORZINE RESERVATION.

2/ SCOPE OF SERVICE

Products are offered by MORZINE RESERVATION in accordance with articles L211-1 to L211-23 and R211-1 to R 211-13 of the tourism code which sets out the conditions to which the activity of Organisation and Sale of Travel and Accommodation Products is subjected, and according to the herein Terms & Conditions. By booking a Product with MORZINE RESERVATION, the Client agrees to those terms and conditions.

The Terms and Conditions apply to all products with the exception of those provided by real estate agents (in this case, the real estate agent's Terms and Conditions apply).

3/ACCOMMODATION PRODUCTS

Accommodation search:

The search done by the MORZINE RESERVATION staff on the Client's request, or by the Client himself on the website is performed according to criteria defined by the MORZINE RESERVATION computer system.

The MORZINE RESERVATION computer system then performs the search for the requested accommodation type on the required dates. The results matching those criteria are listed in random order. The Client is then able to refine his search with the help of the MORZINE RESERVATION staff, or by himself on the Website, following additional criteria defined by the MORZINE RESERVATION computer system.

Description

The Client acknowledges and agrees having read the details regarding the Product provided, as well as all information and conditions included in the description published by MORZINE RESERVATION. Prices are displayed inclusive of all tax (the Client bears the potential cost of currency exchange).

MORZINE RESERVATION act as agent to the Partners, therefore items such as security deposits, holiday tax etc. may vary between Partners. Any additional Product not included in the original MORZINE RESERVATION booking will convey additional fees which the Client will have to settle directly with the relevant Partner.

Initial Deposit

For the booking to be confirmed, the Client first has to pay an initial deposit to MORZINE RESERVATION of at least 25% of the total price for stays in holiday rentals (or 30% of the total price for hotel stays), and the admin fee. The admin fee is described in the MORZINE RESERVATION commercial proposal.

Failing payment of the initial deposit, the booking will automatically be cancelled.

Booking Confirmation

Once the Client has paid the initial deposit, MORZINE RESERVATION informs the relevant Partner of the detail of the booking and confirms the booking to the Client by email. Once he has received the booking, the Partner providing the chalet or apartment Accommodation sends the rental agreement to the Client.

Balance

The full remaining balance is payable to MORZINE RESERVATION no less than 30 days prior to the arrival date. This provision will be strictly enforced and delay in payment will result in the cancellation of the booking and the non-reimbursement of the initial deposit and admin fee.

For late bookings (less than 30 days prior to arrival), payment made in full will be required at the time of booking.

For last minute bookings (less than 7 days prior to arrival) only payment made by credit/debit card will be accepted.

Cancellation

Failing to pay at the required date will lead to cancellation.

Tourist Tax

The Client has to pay the tourist tax which is applied by the resort to the relevant Partner. This tax is not included in prices displayed by MORZINE RESERVATION.

4/ OTHER PRODUCTS

MORZINE RESERVATION offers Clients reduced rates for purchase of Other Products, if purchased in supplement to an accommodation Products (ski passes, ski lessons...) If the Client decides to purchase one or more of those Other Products, payment in full will be made to MORZINE RESERVATION.

For any booking made more than 2 weeks prior to arrival, and as soon as full payment is received, MORZINE RESERVATION will send the passes and/or ski lesson discount vouchers directly to the Client.

For any booking made less than 2 weeks prior to arrival, passes and/or ski lesson discount vouchers will be delivered to the Accommodation Partner, provided that the Other Products were paid in full and by credit/debit card to MORZINE RESERVATION.

For any booking made less than 7 days prior to arrival, no Other Product will be available to purchase (unless otherwise stated in the commercial offer).

Except for ski lessons, Clients must come to the MORZINE RESERVATION offices to receive their passes and/or other documents necessary to the Other Products. Those Other Products may be modified up to 3 days prior to the Client's arrival following the conditions laid out in paragraph 5 of the herein Terms and Conditions.

MORZINE RESERVATION may offer different Other Products, and promotional offers may be found as part of packages. Those Other Products aim to promote bookings through MORZINE RESERVATION. They do not, in any way, have an effect on the cost of the accommodation.

5/CHANGES AND CANCELLATIONS

A/Changes by the Client

Requests for changes to a confirmed booking must be made in writing. Only a commercial proposal amended and sent by MORZINE RESERVATION will be accepted (changes to the MORZINE RESERVATION document made directly by the Client will not be taken into account). Changes do not, in any case, stay the conditions of payment of the remaining balance. Any change of dates requested by the Client represents a cancellation of the initial booking (for which cancellation fees apply) and processing of a new booking. The new booking will be processed in accordance with the individual sale terms and conditions and will be subject to availability. Any change to the booking or relating to one of the Other Products will be charged 15€.

The Client may, in accordance with articles L211-11 and R 211-7 of the Tourism Code transfer his booking to a third party provided that he sends warning to MORZINE RESERVATION by registered mail with acknowledgment of receipt at least 7 days prior the start of the stay. In this case, the Client transferring remains liable for the third party.

B/ Cancellation by the Client:

MORZINE RESERVATION must be notified by registered mail of any full cancellation of a confirmed booking, the date of reception acts as the date of cancellation.

In case of cancellation, the Client remains liable to pay for the following:

- Cancellation up to thirty (30) days prior to arrival:
The full initial deposit amount will be retained by MORZINE RESERVATION;
- Cancellation less than thirty (30) days prior to arrival:
The full amount already paid will be retained by MORZINE RESERVATION.

If the Client had subscribed to cancellation insurance through MORZINE RESERVATION, and if the conditions of cancellation match the insurance company's conditions, the Client will be able to claim back the payments made.

In no case will the refund be provided by MORZINE RESERVATION. In all cases, admin fees and the cost of insurance will be retained by MORZINE RESERVATION.

Clients may decide to waive the cancellation insurance provided by MORZINE RESERVATION. In this case, the cancellation will not give rise to any refund and full payment at the date established by the commercial proposal will be required from the Client.

C/ Early Departure:

Early departure brought on by the Client will not give rise to any refund from MORZINE RESERVATION.

D/ Cancellation due to MORZINE RESERVATION or due to a Partner:

If the Partner providing the accommodation package, for whatever reason, is not able to provide the said accommodation to the Client, MORZINE RESERVATION will attempt to find alternative accommodation of at least same standard.

If no agreement is met, the Client will be refunded in full with no penalties over the price paid.

6/INSURANCE

MORZINE RESERVATION draws the attention of the client to the optional insurance available which covers accommodation cancellation and early departures, which the Client may subscribe to at the time of booking with MORZINE RESERVATION. Information and booking form: <http://www.resa-morzine.com/assurance-annulation.html>. The cost for this insurance is detailed on the booking form. This insurance may only be subscribed at the time of booking, and will only cover for the products booked at that time. Once booked, the cancellation insurance cannot be cancelled.

7/RESPONSIBILITY

MORZINE RESERVATION cannot be held liable for Force Majeure events or for any person outside of the company or for the running of operations within accommodation packages, or as the case may be the performance of the Other Products.

MORZINE RESERVATION declines all responsibility relating to stolen property, burglary, and fire or water damage... in the rented premises. The Client is responsible for arranging insurance cover for the risks which he may encounter or which may incur his liability during his stay. MORZINE RESERVATION reserves the right to be shown evidence of insurance covering the leased premises.

MORZINE RESERVATION is covered by liability insurance with Mutuelle de Mans Assurances, MMA IARD - 14 Boulevard Marie et Alexandre Oyon - 72030 Le Mans, purchased through agent Marie-Claude Maillaud - 42 Route du Plan - 74110 Morzine.

8/ SPECIFIC CONDITIONS TO ACCOMMODATION

A/Price review

The price is established according to a specific number of people. A smaller number of people travelling will not give rise to a price review. MORZINE RESERVATION should be advised of any change regarding a larger number of people travelling. The price may be adjusted upwards in keeping with the fixed and variable charges that incur as a consequence. The Partner providing the Accommodation also has the right to refuse the additional member(s). The contract may be considered broken by the Client and the price of the Accommodation due.

B/Animals

The booking gives detail regarding the animal policy. Should the Client not respect this policy, the Accommodation provider may interrupt the stay. The price of the accommodation remains due.

C/ Specific Conditions to holiday rentals

- Check-in/check-out: Instructions regarding arrival/departure times and checking-in/out are detailed in the contract signed by the Client and the Partner providing the Accommodation.
- Safety deposit: The Client pays a safety deposit destined to cover possible damage potentially caused by him (or any other member of his party, visitors or third parts) during his stay. The safety deposit amount is detailed on the rental agreement established by the Partner providing the Accommodation. Safety deposit amounts are decided by each Partner providing Accommodation and may vary from one to the other. The Safety deposit, if required, is paid upon arrival to the Partner providing the Accommodation. Failing to pay this safety deposit, the Client will not be able to start occupancy of the premises. An inventory may be conducted upon arrival and departure of the Client. The Client may request a joint inventory to be conducted. The safety deposit will be refunded after the end of the stay, within the time limit defined in the rental agreement (except where damage has been observed) subject to an inventory having been conducted (at the start and end of the stay).
- Inventory: in the absence of inventory or comments formulated in writing within 3 days of the Client starting occupancy, the accommodation will be deemed to be in perfect condition in terms of maintenance and cleanliness. The Client is responsible for the cleaning of the premises during his stay and at the time of his departure (unless otherwise specified in the contract signed by the Client and his accommodation provider).
- Problems within the property: Interruption of the good working order of the building's general services (such as heating, hot and cold water, electricity etc.) as well as public services (such as water pipe, electricity, telephone lines and access) will not give rise to any reduced rent as the Partner providing the Accommodation is not able to guaranty those services. Likewise, MORZINE RESERVATION declines all responsibility regarding any problems within the property.
- Client's obligations :
The Client hereby declares that he will not carry out, and will not look to carry out any professional activity in the rented premises, and that those said premises are let as temporary residence only.
Under penalty of cancellation, the client will not under any circumstance sublet nor transfer his rights to the booking, except in the case provided for by articles L211-11 and R 211-7 of the Tourism Code, without explicit consent from MORZINE RESERVATION; The premises will be for his private use only.
On the day of arrival, the Client agrees to take the premises in the state they are presented, as detailed in the description. Furniture and furnishings should only the normal wear and tear caused by the everyday use they are intended for. Those which, at the end of the Client's stay, are found missing, damaged or in non-working order for reasons other than normal wear will be charged to the client, or replaced by him with the Partner providing the Accommodation consent.
The Client agrees to use the furniture and furnishings in the manners for which they are intended and in the location where they are found. It is strictly forbidden for the Client to remove any of the items from the rented premises.
In the case where the premises should be part of a block, the Client will respect the building regulation in his status of tenant.

E/Specific Conditions to Hotels

Prices include service. They are calculated according to the family composition communicated at the time of booking, and to the services required. They do not include drinks or supplementary services (except where specified in the contract). The supplementary services booked by the client and not used remain due to the Partner providing the Accommodation, except when a special agreement has been made with him.

9/COMPLAINTS

Any complaint relating to Accommodation Products must be made in writing and sent by the Client to MORZINE RESERVATION by recorded delivery mail with notification of delivery, within 8 days of the end of his stay.

The Client's decision not to use one (or several) of his Other Products will not give rise to any refund or replacement by MORZINE RESERVATION.

In case of dispute, French Law is applicable.

10/FORCE MAJEURE

MORZINE RESERVATION reserve the right to claim Force Majeure in the event of strikes particularly of transport and hotel staff, bad weather conditions, building work following events of exceptional nature, prohibitions by public authority or related to health hazards.

In case of Force Majeure, MORZINE RESERVATION will be freed from its contractual obligations. No compensation will be granted other than the refund of Packages already paid for. In any event, if booking modification is needed due to outside circumstances, independent from both parties, the modification will first have to be agreed upon by both parties.

11/'CONVENTION DE PREUVE'

The Client agrees that the information recorded by MORZINE RESERVATION during the booking process on their website constitute evidence of all transactions between the Client and MORZINE RESERVATION and that the information recorded by the website payment facility constitutes evidence of all financial transactions.

12/DATA PROCESSING

The information gathered is processed in order to manage your registration. This information is destined to MORZINE RESERVATION and its partner the Morzine Tourist Office, as well as partners who may send you information about the resort from time to time.

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 contacting: MORZINE RESERVATION - 26 Place du Baraty - 74110 MORZINE - reservation@morzine-avoriaz.com

You may also request for your personal information not to be electronically processed. If you do not want to share your personal information with the MORZINE Tourist Office, please tick this box and return a signed copy of this document to us.