

Ski France, Summer France and Madame Vacances are trading names of Ski France Travel Ltd, company number 3880065, registered address: 48 Bathurst Mews, London W2 2SB. Postal Address: Warwick House, 25 Buckingham Palace road, London SW1W 0PP UK. Ski France Travel Ltd are members of the Association of British Travel Agents (ABTA), ABTA number Y0107. The ultimate holding company is EUROGROUP SAS, capital of 2,100,000€, SIREN number 383 109 873, SIRET number 383 873 00232, registered at the Commerce de Chambéry, APE number 5510Z, inter-community TVA number FR08383109873, registered address: 472 rue de la Leysse, 73000 Chambéry, FRANCE.

The websites madamevacances.com, skifrance.co.uk and summerfrance.co.uk offer its users, free access to the available information from the moment of connection to the Internet. The present general terms and conditions are applied to all the commercial products and services provided by Ski France, Summer France and Madame Vacances. By purchasing the products online, you (the client) are accepting the following general terms and conditions.

The legal information is presented in English which is repeated at the moment of online purchase, creating the agreement. Ski France, Summer France and Madame Vacances reserve the right to cancel any client's order, with which there is a dispute over payment, without them being able to demand any kind of compensation in any capacity whatsoever.

The agreement made by the client when purchasing is equivalent to fully accepting the present general terms and conditions without reserve.

The information stated by Ski France, Summer France and Madame Vacances on their websites, skifrance.co.uk, summerfrance.co.uk and madamevacances.com constitute the agreement for all transactions made between Ski France, Summer France, or Madame Vacances and its clients. The information given by the payment system constitutes the agreement of the financial transaction. The acceptance of cookies is essential for every purchase on the website skifrance.co.uk, summerfrance.co.uk and madamevacances.com.

1. Objective
2. Prices
3. Deposit and payment of the balance
4. Security guarantee
5. Holiday Taxes
6. Booking charge
7. Modifications made to key elements of the reservation by Ski France, Summer France and Madame Vacances
8. Modifications made to key elements of the reservation by the Client
9. Cancellation conditions
10. Termination of stay
11. Specific requests
12. Transfers
13. Arrival and departure times
14. Damage Deposit
15. Contents
16. Client obligations
17. Responsibility
18. Complaints
19. Other information
20. Penalty clause
21. Termination of contract
22. Legal Competence

Notice : The contents of this Ski France, Summer France and Madame Vacances site have been compiled with utmost care. It is nonetheless possible that errors, material or otherwise, may have occurred. We would also like to emphasise that the photographs featured in our brochure and on our website are non-contractual and impose neither obligation nor responsibility on our part. They are for illustrative purposes only.

1. Objective:

Each booking is made under the condition of temporary residence only. It is strictly forbidden for clients to use accommodation as a principal or even secondary residence. Under no circumstances may professional or commercial business be conducted from the premises.

The contract will be governed by English law and any disputes which arise must be brought within the courts of England and Wales, unless you live in Scotland or Northern Ireland, in which case proceedings can be brought within these courts.

To clarify, the customer's right of withdrawal in accordance with the French consumer code is not applicable for the provision of accommodation, transport, catering or leisure services which must be provided on a given date or according to a certain periodicity. Therefore, the right of withdrawal does not apply to any contract undertaken with Madame Vacances.

2. Prices:

Ski France, Summer France and Madame Vacances reserve the right to modify the prices at any time and for any reason. Products and services will be charged according to the rates in place at the time of booking. All prices include tax and are stated in Euros or GBP. All bookings regardless of their country of origin have to be paid in Euros or GBP depending on currency booked in. Prices are per unit of accommodation and per week, unless otherwise stated. Holiday tax, booking charges, optional services and the cost of sporting activities (unless otherwise indicated) are not included, and neither is the damage deposit which is to be paid by the client upon arrival. As long as they are visible on the website mentioned above, our product offers and prices are valid and can be booked via the internet, or if requesting information via our call centre or reception teams the products and offers valid are those given over the telephone.

3. Deposit and payment of the balance :

Upon making a booking, the client must pay part or the total amount of the holiday, according to arrival date.

Arrival date less than 40 days :

- Option 1: 10% deposit paid at the time of the booking. The balance paid 14 days before arrival (only for selected destinations, please refer to the cancellation conditions).
- Option 2: The total amount of the booking must be paid on line at the time of booking.

Arrival date over 40 days- there are 2 payment options:

- Option 1 : 30% of the deposit paid at the time of the booking. The balance paid a month before arrival. This payment must be made within 72 hours of the payment reminder.
- Option 2 : The client can choose to pay the full amount at the time of the booking. In this case, the customer will receive a discount of 15€ on the overall price of their stay, provided that the value of the stay is over 150€. This saving only applies to destinations managed directly by Madame Vacances, and those without any special offers applied (refer to terms of transaction). It does not apply to accommodation sold at a "low price, non-refundable" rate.
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* Special payment terms for Château de Candie and Les Consuls de la Mer: 10% deposit at the time of booking, and remaining balance 14 days before arrival.

In addition, for any reservation benefiting from «free cancellation», either the previous payment options will be applied to the client or the client will pay 10% of the amount of the stay at the time of booking and the balance 30 days prior to arrival (or less dependant on when booking is made).

For any booking with the label «Low rate non refundable», the client must pay 100% of their stay at the time of booking, as well as any booking fees or eventual insurance costs. This type of booking does not allow the possibility to save 15€ upon payment in full.

Group policy: For any reservation with more than 4 accommodation units (apartments or rooms), the guest will have to pay 30% of the amount of the stay at the time of booking and the balance of the stay 30 days prior to arrival.

Online payments are secure. Payment can be made by the following bank cards : Visa or MasterCard. If the Client wishes to pay secondary instalments by bank transfer or another payment card, he must inform Ski France, Summer France, or Madame Vacances 8 days before the instalment is due. If this is not done, the original bank card will be debited for the amount due. NB. In order to maximize the payment security, the card verification code is requested when you purchase online. The card verification code consisting of 3 digits, appears on the back of your credit or debit card (for American Express cards, it is the 4 digits number on the front of the card).

4. Security guarantee:

Thanks to our secure server PAYBOX we guarantee total security on all your transactions. For that reason we use the highest performing cryptographic system on the market, SSL: Secure Socket Layer. This Cryptographic system is the most widely used on the internet to protect the transmission of information between a client and a server. It allows the transfer of your bank details online in total security. Furthermore, it is compatible with the latest versions of all the browsers on the market. At the time of entering your private details, you will see the following icons appear:



It is proof that it is a secure site and you can enter your card details with complete confidence. The SSL software encrypts all your bank details at the moment of their entry. Through their unique transfer via Internet, it is then impossible to read them. We never have access to your bank details.

5. Holiday Taxes:

Holiday taxes are not included in the prices. As an indication, the amount tends to vary from 0.20€ to 2.50€ per person, per night. This tax is a fixed amount in each location, and is regularly revised by the local authorities, to whom we are required to transfer the tax collected from our clients.

6. Booking charge

Unless otherwise specified (see *), each reservation is subject to a booking charge of 18€ for reservations paid for by credit/debit card, and 25€ for reservations paid for by cheque, *chèque-vacances*, American Express card or bank transfer. This booking charge is payable at the time of booking, and is separate to the cost of accommodation.

There is no booking charge for reservations made online with skifrance.co.uk or summerfrance.co.uk (*Higher booking charges apply at certain sites. The charges are as follows: 44€ per house, villa or apartment at St Jean de Monts, St Gilles Croix de Vie, St Hilaire de Riez).

7. Modifications made to key elements of the reservation by Ski France, Summer France, or Madame Vacances:

In unforeseen or unavoidable circumstances (known in France as *force majeure*), Ski France, Summer France or Madame Vacances reserve the right to modify one or more of the services on offer. This includes both the accommodation itself and any optional additional services. The client will not be charged for any unavailable services.

Should the aforementioned situation arise the client will be notified of these modifications by e-mail or telephone. The client may then choose to :

- either terminate his/her contract and be fully reimbursed

- or accept the modifications or the alternative holiday proposed by Ski France, Summer France, or Madame Vacances.

Both parties will then sign an amendment detailing the modification. Should there be a reduction or increase in cost this will be deducted from or added to the outstanding balance owed by the Client. If payment has already been made in full and exceeds the price of the substitute holiday, the surplus will be refunded to the client before the date of the end of their stay.

8. Modifications made to key elements of the reservation by the Client :

The length of stay is stated in the booking confirmation. The length of stay may be extended, at the discretion of Ski France, Summer France, or Madame Vacances, provided there is a sufficient availability. Ski France, Summer France, or Madame Vacances is under no obligation to offer the client the same apartment or the same rates as the original reservation. In the case of an extended stay with a revised price, the new price will be applied as of the original arrival date. In the case of an early departure which does not come under the cancellation conditions, the price will be revised to correspond with the shortened length of stay and will apply from the date of arrival. In addition to the above conditions, the client must put the desired modifications to the contract in writing and send it to Ski France, Summer France, or Madame Vacances, with a cheque for 35 € to cover administration charges, no later than 31 days before the arrival date.

9. Cancellation conditions:

If the client cancels a reservation the following amounts will be retained:

- More than 30 days before the arrival: 30% of the total cost of the holiday
- Between 30 and 21 days before the arrival date: 45% of the total cost of the holiday.
- Between 20 and 8 and days before the arrival date: 60% of total cost of holiday
- Between 7 and 4 days before the arrival date: 90% of total cost of holiday
- 3 days or less before the arrival date: full cost of holiday.

Booking fees will not be refunded if a booking is cancelled

In order to cancel a booking, written notice must be given to Ski France, Summer France, or Madame Vacances. The date of cancellation will be considered to be the date on which this written cancellation is received.

If the booking was made under the "free cancellation" terms, the client has the option to cancel their stay for free up to 30 days before arrival (or less than 30 days if indicated at the time of booking). Cancellations within 30 days of arrival (or the free cancellation period indicated at the time of booking) will result in a cancellation fee of 100% of the amount of the stay.

The possibility of booking with "free cancellation" is not available for all stays, only for certain residences and for certain periods of the year.

Booking fees will not be reimbursed in the event of a cancellation.

The aforementioned cancellation conditions are not applicable to any bookings made for accommodations entitled "Prix bas non remboursable/Low price non refundable" or for stays booked as part of a special deal (vente privée/private sale, etc.) and in particular to any special offers implemented by Madame Vacances (including, but not limited to "Journée de la femme/Women's Day" offer, "Compte à rebours/Countdown" offer, "Fête des mères/Mother's Day" offer, etc.). These sales and commercial offers can not be refunded.

Group policy: For any booking with more than 4 accommodation units (apartments or rooms), the cancellation fees are the following:

- 30% of the total cost of holiday if cancelled more than 30 days before arrival.
- 100% of the total cost of holiday if cancelled less than 30 days before arrival.

Booking fees will not be reimbursed in the event of a cancellation.

Cancellation conditions for ski extras: lift passes and ski equipment booked with Ski France, Summer

France, or Madame Vacances can be cancelled with a full refund up to 7 days before arrival. After this period, no refund will be possible.

Cancellation conditions for ESF Ski Lessons in Méribel- Mottaret: No cancellations can be accepted less than 15 days before arrival. For cancellations more than 15 days before arrival, a 20% cancellation fee will be applied, however this fee will be brought down to 10% subject to a legitimate reason (incapacity to ski due to medical reasons with a doctor's note covering the period of the ski lessons.)

10. Termination of stay :

The client is not entitled to any compensation or reimbursement of any kind if they shorten or interrupt their stay, regardless of the reason (including strike action or repatriation on medical grounds, etc). In addition, any unused service will not be refunded.

11. Specific Requests:

If a client has a specific request such as: a specific accommodation number, a fenced garden etc... A supplement will be charged to the client :

- 60€ for bookings in the following establishments: Les Chalets de l'Altiport in Alpe d'Huez, Les Chalets de la Tania in la Tania, Les villas de Moliets (Club Royal Océan 17 villas, Club Royal Aquitaine, la clairière aux chevreuils, la Prade, les Dunes de la Prade), Le Domaine de Vertmarines in Saint Jean de Monts and the Villas in the residence les Fontenelles in Saint Gilles Croix-de-Vie;
- 30€ for any other destination;
- 0€ for any "side by side" request, specific floor or specific view

This supplement guarantees the client's specific request. When booking, they will need to indicate in the "Specific Requests/Observations" field their specific request and requirements. For the assignment of a specific accommodation, the client must indicate at least three accommodation numbers; they will then receive confirmation of whether or not their request is possible.

12. Transfers

If the client purchases a transfer service (from an airport or train station, to its destination), with the company MV Transport via Madame Vacances, the general terms and conditions are available at the following link:

https://mvtransport.fr/wp-content/uploads/conditions_generales_de_vente_mv_transport_en.pdf

13. Arrival and departure times :

The villas, chalets, apartments and hotel rooms are available to the client from 5pm. On the day of departure they must be vacated by 10am, otherwise the client will be invoiced for an extra day in the accommodation. In the case of a late arrival, i.e. after 8pm the client must contact Ski France, Summer France, or Madame Vacances or the site manager to agree an arrival time or an access to the accommodation after reception is closed.

14. Deposits :

Two deposits are requested upon the client's arrival:

- A damage deposit for the accommodation: 260€ per apartment and 750-1000€ per chalet or villa
- A cleaning deposit for the accommodation: between 28€-384€ depending on the maximum capacity of the accommodation

The deposit will be returned within 15 days of the client's departure. This delay allows Ski France, Summer France, or Madame Vacances to discover any damage not immediately noticeable. In any apartment, chalet or villa, if cleaning or repair work is necessary, or if a broken or damaged object needs replacing, the amount deducted from the damage deposit for expenses will be justified by means of an invoice. The client will be charged 40 Euros for any lost key. Throughout his/her stay, the

client is automatically held fully responsible for any object that is damaged or broken and for any other damage to any other contents of the property.

15. Contents :

The apartments, chalets, villas and hotel rooms are fully equipped with cutlery, crockery and bedding (except sheets and towels, unless the client requests these at the time of booking and pays the extra charge). It is forbidden to use the beds without sheets. Due to there being many simultaneous arrivals and departures, it may be impractical for Ski France, Summer France, or Madame Vacances to check the accommodation upon the client's arrival. In this case, a list of the contents of the accommodation will be compiled before arrival at the property and a written copy provided for the client, who should then inform the manager of the residence as soon as possible if there are any discrepancies. Upon arriving at the property after a previous client's departure, the client should indicate any problems, damage or missing items.

In their own interest, each client should therefore compile an inventory upon arrival detailing any marks and stains, appliances that do not work properly and submit this in writing to the manager of the property with minimal delay.

16. Client obligations

The accommodation will be provided to the client in a good state of repair. It is expected that the client uses the property and its contents respectfully and responsibly. The apartments, chalets, villas and rooms all conform to French safety regulations and are regularly inspected. They are equipped for holiday use. The maximum occupancy of the accommodation is indicated in its description. The accommodation must never be occupied by a greater number than that stated in the contract.

In locations where amenities such as communal or private swimming pools, saunas, spa pools, gyms or games are available or other activities are proposed in collaboration with other providers, the client must, before use, judge themselves to be fit, in a good state of health and capable of participating or using the equipment. They must also take note of the instructions regarding usage, maintenance and safety and be sure to understand and respect these rules. If these instructions are not followed Ski France, Summer France, or Madame Vacances will not take any responsibility for damage, loss or injury to those using the equipment.

Finally, Ski France, Summer France, or Madame Vacances reserves the right to deny access to any equipment or service to anyone who refuses to conform to the rules of use or safety.

17. Responsibility :

Ski France, Summer France, or Madame Vacances will not be held responsible for the damage or theft of personal belongings within accommodation, including in individual safes, communal areas, car parks or any other area of the residence or hotel. Similarly, Ski France, Summer France, or Madame Vacances will not be held responsible should injury, illness or death occur as a result of the practice of a sport or any other activity organised on or off site.

Ski France, Summer France, or Madame Vacances will not be responsible for any unforeseen circumstances that may upset or interrupt the holiday or prevent it from taking place.

The client must ensure that they hold valid insurance (comprehensive and civil responsibility as well as an extension of home insurance), from a creditworthy insurance provider, proof of which they must be able to provide upon request by Ski France, Summer France, or Madame Vacances.

Unless a written agreement has previously been accorded, all minors under 16 years of age are the sole and exclusive responsibility of their parents or accompanying adults throughout the duration of the holiday.

The client and any other person not employed by Ski France, Summer France, or Madame Vacances are strictly forbidden to enter any area marked for staff access only. If the above enter these areas it is at their own risk, Ski France, Summer France, or Madame Vacances will take no further responsibility.

Brexit, Passports and visas.

The United Kingdom is leaving the European Union on the 29-03-2019, the details of the withdrawal are unknown at present. Ski France, Summer France and Madame Vacances does not, and cannot, take any responsibility for the outcome of the negotiations concerning the withdrawal from the European Union. If a reservation involves a stay (or part of a stay) after the 29-03-2019, Ski France, Summer France and Madame Vacances guarantees that the accommodation will be available as booked but can in no way be responsible for travel to and from, or through, the United Kingdom at any time after that date. It is the client's responsibility to ensure they have the correct passport, visas and

other immigration requirements, and these should be confirmed with the relevant Embassies and/or Consulates. Ski France, Summer France and Madame Vacances do not accept any responsibility if a client cannot travel because they have not complied with any passport, visa or immigration requirements and the client will be required to pay the full amount of their contracted accommodation, regardless of whether clients travel or able to travel in Europe as of this date.

18. Complaints :

Any complaint arising during the stay must be brought immediately to the attention of the manager or head of reception. If the problem cannot be resolved onsite the client must notify Ski France, Summer France, or Madame Vacances in writing within 15 days of the end of the stay, with details of the complaint. After this period, no complaint will be dealt with and no correspondence will be entered into. In any situation the client must pay the total balance of the stay within the designated time scale, not retaining any of the money owed unless agreed by Ski France, Summer France, or Madame Vacances. Failure to do so may result in the complaint not being considered by Ski France, Summer France, or Madame Vacances.

19. Other Information :

Choosing to take holidays in off peak periods can provide many advantages. There is less traffic on the roads, prices are lower, the atmosphere is more peaceful. On the other hand, there can be fewer activities available and some shops or services may be limited and/or closed.

Swimming pools and restaurants are usually open but if there is bad weather, if cleaning or maintenance is being done or for any other reason outside of our control it may be that services are unavailable or suspended.

If you wish to make use of a facility, especially if it is essential to your holiday, please ask for confirmation that it will definitely be available during your stay.

Specific requests will be invoiced at 60€ per week.

Pets are allowed in most of our establishments for a fee: 5€/day/animal or 30€/week/animal, or 13€/day/animal in hotels. This supplement can be paid at the time of booking or on the spot.

In accordance with the conditions of article L 121-20-4 of the French Consumers Code, the right to withdrawal as regards the sale of goods or provision of services does not apply to service contracts regarding accommodation, transportation, food and leisure activities, which are made available at a set date and for a fixed period.

20. Penalty Clause:

For every payment deadline missed, with effect as of the second letter sent to the Client, a handling fee of 15 Euros per reminder letter will be charged. Should failure to pay becomes a legal matter, the complete debt will include handling fees and interest charged at the current legal rate, as well as any legal and administrative costs whatever their nature.

21. Termination of contract :

Any contract will be automatically terminated without legal proceedings if the client fails to fulfil any of their obligations or behaves inappropriately in the accommodation thus disturbing other clients or the running of the Ski France, Summer France, or Madame Vacances site. In this case, the client must immediately return the keys to the property and may be required to leave immediately.

22. Legal competence :

Before undertaking any legal proceedings, both parties must attempt to settle their dispute amicably out of court. In the event of a failure of amicable resolution, the parties should bring the matter before a court of competent jurisdiction.

If no solution can be reached out of court, parties attribute competence exclusively to the courts of England.

If you have any questions, please [contact us](#) or go to [help/FAQ](#).