



GENERAL TERMS AND CONDITIONS OF SALE: LA CHAUDANNE **** & LE KAILA ***** HOTELS

SARL (Limited Company) Le Kaila, representing La Chaudanne ** and le Kaila ***** hotels in Méribel, France, provides hotel and restaurant services.**

ARTICLE 1: APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE

These general terms and conditions of sale are applicable to the services rendered by the establishment. Any booking or service provided by SARL Le Kaila implies full and unreserved acceptance of these terms and conditions by the client.

The client confirms to have read the general terms and conditions of sale proposed by SARL Le Kaila and to have requested and obtained all necessary information to make a booking in knowledge of all of the terms.

We provide a general description and photographs of bedrooms solely as a guide. Given the diversity of our rooms, there are several differences in terms of the configuration and decoration. On our website we offer a general description of our rooms, cross-section examples, and photographs as a guide. For more detail, please contact us. Any claim concerning differences may not be taken into account insofar as the fundamental characteristics of the offer have not been affected.

The general terms and conditions of sale are applicable to all SARL Le Kaila booking channels, all websites, all online, telephone, email, face to face booking databases, etc.).

ARTICLE 2: DEPOSIT & RESERVATIONS

The client undertakes, prior to making any booking, to complete the information requested in the booking request. S/he certifies the accuracy and correctness of the information sent.

An invalid bank card or failed debit for deposits will automatically lead to immediate and official cancellation of a booking. SARL Le Kaila hereby reserves the right to refuse any booking in such instance as the bank card is incorrect or invalid or the booking incomplete.

Deposit payment

Bookings will only be definitive after payment/debit of deposits. Failing payment, the establishment does not confirm the booking and guarantees the availability of booked areas/rooms.

La Chaudanne Hotel:

Stay for at least 3 nights: Once the booking is made: 100% of the total booking fee is requested at the time of booking

Stay for 4 nights and more: Once the booking is made: 50% of the total booking is requested at the time of booking. The balance for the stay should be paid in situ.

Le Kaila Hotel:

Once the booking is made: 50% of the total booking is requested at the time of booking

The balance for the stay should be paid in situ.

ARTICLE 3: TERMS AND CONDITIONS FOR CANCELLATION/MODIFICATION

Modification of booking: For any modification to your stay (reduced number of nights or early departure), the period initially booked should be paid for in full (Article 1590 of the Civil Code). Any change in date to the stay is considered as cancellation and will lead to application of the terms and conditions of cancellation (Article 1590 of the Civil Code).

Booking cancellation: Cancellation of the initial booking in whole or in part should be notified to the hotel in writing, with the date of receipt determining the date of cancellation.

Cancellation fees are as follows:

- Once the booking is registered: the hotel will retain the total deposit paid or due, as 50% of compensation.
- From 45 days prior to arrival or failure to arrive at the hotel: any cancellation will be billed on the basis of 100% of the total amount of the stay.
- Cancellation on the day of arrival or departure during the stay: 100% of the total amount of the stay will be booked.

"No-shows" will be billed on the basis of 100% of the total amount.

Restaurant: Breakfast and meals which are not taken will neither be deducted, reimbursed or compensated or exchanged.

If you have booked via a third party (online travel agency, online price comparison site, online booking database, etc.) you should continue with this channel and contact this third party so as to handle any modifications.

ARTICLE 4: ACCOMMODATION TAX

Accommodation tax: The accommodation tax should be paid on top of the prices displayed prior to departure.

The rate applied will be that in force in line with the decree published by the Allues Town Hall.

The rate applicable is billed per day and per person pursuant to legislation in force.

ARTICLE 5: ORGANISATION OF BOOKINGS

The hotel reserves the right to request the issue of a valid bank card number at the start date of your stay to cover any extras.

The room(s) will be made available from 4pm and clients should depart before 11m on the date of departure. In the event of leaving the room later, an additional night or additional costs may be billed.

The credit card used at the time of booking and valid identity documents should be presented upon arrival. Failing this, SARL Le Kaila reserves the right to refuse access to your accommodation.

You are requested to complete a police identification form upon arrival pursuant to regulations in force.

We hereby remind you that accommodation is provided for a given number of occupants and may under no circumstances be inhabited by a higher number of people for security and insurance purposes. It is also reminded that any young children are considered as a full person.

ARTICLE 6: REMOVAL FROM ACCOMMODATION

In the event of any case of force majeure, the establishment reserves the right to accommodate residents, in whole or in part, in a nearby hotel and of an equivalent standing with services of the same nature, with costs pertaining to the transfer being payable by the establishment, against whom no action may be taken for payment of any additional compensation.

ARTICLE 7: PRICE

The prices confirmed at the time of the booking request are fixed until the end date of the booking option. Beyond this period, they are subject to change in line with economic conditions.

Prices applicable are those in force as at the date of performance of the service.

Any modification to taxes applicable may lead to a change in the price for said services. They are flexible and variable pursuant to various bespoke criteria such as the date of booking, start date of the stay, duration of the stay, type of accommodation, and any additional services.

Our prices are indicated in euros and include all taxes, with the exception of the accommodation tax, and any ancillary services payable on receipt. They are subject to change in the event of any change in legislation and/or regulations likely to lead to price variations such as: modification of the VAT rate applicable, implementation of new taxes, etc. Only that price indicated in the booking confirmation is contractually binding.

ARTICLE 8: PROMOTIONAL STAY

Promotions may not be accumulated, amended and are only valid at the price and dates indicated.

ARTICLE 9: PACKAGES

Half-board accommodation includes breakfast and a meal.

NUXE Spa: It is incumbent upon you to seek information about availability of the spa, so as to make your booking, which may be included within your stay. Without any booking, SARL Le Kaila will make a booking for your spa treatment when included in your package.

Restaurants: It is incumbent upon you to seek information about the availability of restaurants, so as to make a booking for your meals, which may be included in your stay. Without any booking, SARL Le Kaila will make a booking for your meals for you in any of the restaurants included in your package, or in a partner restaurant.

If you book a package, any service which remains unused and included in the package may not be the object of any reduction and will not be reimbursed.

ARTICLE 10: PAYMENT TERMS

At the end of your stay all deposits will be deducted from the final bill, for the initially planned period of the booking. The balance is payable upon receipt on the day of departure. Notwithstanding any provision to the contrary, no payment extension is granted. Payment for extras (laundry, drinks, telephone, accommodation tax, etc.) claimed from guests will be made by those guests concerned prior to departure. Failing payment, the hotel reserves the right to debit amounts due from the bank card of which the details were issued as a guarantee upon arrival.

Any late payment will lead to billing late payment penalties equal to one and a half times the legal interest rate in force without prior notice.

SARL Le Kaila hereby reserves the right to charge fees in the event of payment of expenses by bank card.

ARTICLE 11: THEFT & DAMAGES

Clients are responsible for protecting their own assets and material. A safe-deposit box is provided in your room. Clients should inform the establishment of any damage for which s/he is responsible. S/he is liable for all damages caused by his/herself and undertakes, in the event of damage caused to the accommodation provided (room, communal areas such as the swimming pool, jacuzzi, lounge, sanitation areas, etc.) to bear all repair costs.

ARTICLE 12: USE OF ROOMS

The client undertakes not to invite any person whose behaviour is likely to cause prejudice to the establishment, with the latter reserving the right to intervene where necessary. The client may not bring in any drinks or food from outside without the prior consent of management. The client undertakes to ensure respect, by participants and their guests, of all instructions and regulations of the establishment (notably the prohibition to smoke). The client will ensure that participants do not hinder operation of the establishment or harm the security of the establishment as well as people located therein.

Our rooms are all no smoking.

Pursuant to Decree no. 2006-1386 of 15/11/2006 setting forth the terms and conditions for smoking in collective premises, any client failing to respect this provision will be immediately billed 150 euros for damage and compensation for additional cleaning costs. If the infringement is observed after departure of the client, SARL Le Kaila reserves the right to withhold the amount from the bank card of the defaulting client for damage or compensation. An invoice will then be established and issued.

ARTICLE 13 - CHILDREN / CAPACITY TO ENTER INTO CONTRACT

We hereby draw your attention to the fact that our establishment does not fall within the remit of a Holiday and Leisure Centre as defined under decree no. 2002-883 of 3rd May 2002, and is not adapted to collective or individual stays away from home for children under 18 years of age who are not accompanied by a legal guardian. SARL Le Kaila hereby reserves the right to refuse access to a room which is reserved in breach of this provision for children under 18 years of age not accompanied by their legal guardian and who present themselves at the reception of SARL Le Kaila and will immediately cancel their stay. Under the same conditions, SARL Le Kaila may, at any time prior to the stay, cancel the booking if it discovers that the room is intended to accommodate children under 18 years of age not accompanied by a legal guardian.

All clients confirm to have the capacity to enter into contract, and namely to be legally recognised as adults and not under guardianship or tutelage.

ARTICLE 14 - ANIMALS

Pets are accepted in the establishment in return for a supplement per night. They are allowed when kept on a leash, in communal areas, but are not allowed pool side, in restaurants or in the spa and well-being venue.

ARTICLE 15: AFTER-SALE

Our teams on site are available during your stay to respond to any concerns, resolve any issues encountered and allow you to fully enjoy your stay. Please contact them for any requests.

Any claim after your stay should be sent:

By recorded delivery letter, with acknowledgement of receipt to SARL Le Kaila, 124 Rue des Jeux Olympiques 73550 MERIBEL or an email to reservation@lekaila.com within 15 days following the end of your stay. We draw your attention to the fact that the longer you wait to notify us of your claim, the more difficult it will be to resolve your claim in your best interest. We would kindly request that you specify, in your letter, the name of the person having booked the stay, the booking number, the place and dates of your stay and type of room booked so as to facilitate handling of your case. Similarly, please attach all supporting documentation to your letter to allow us to limit the deadline for handling your claim.

Any dispute, claim or issue pertaining to the terms and conditions for booking a stay or hotel room are governed by French law and the local courts, namely Albertville District Court.

It is incumbent upon you to seek information, prior to booking, as to any local events such as carnivals, religious festivals, national holidays which may affect your stay. No claim may be made concerning these subsequently.

ARTICLE 16: FORCE MAJEURE

The establishment may release itself from its obligations or suspend performance if it is unable to continue with these due to occurrence of any case of force majeure, and notably in the event of damage to the establishment in whole or in part, strike action, etc.

ARTICLE 17 - PERSONAL DATA

Your personal data is collected by SARL Le Kaila in its capacity as data protection controller, and integrated into the database. Some data is essential for managing your booking and will also be used to send you information and/or promotional offers concerning products and services.

Pursuant to the provisions set forth under the "Data Protection and Freedom of Information Act" of 6th January 1978, you have a right to access and modify your data, and a right to object to commercial canvassing which can be exercised by sending a letter to: SARL Le Kaila 124 Rue des Jeux Olympiques 73550 MERIBEL.