



SAS Le Kaila (simplified joint-stock company), representing la Chaudanne Hotel \*\*\*\* in Méribel – France - provides hotel and restaurant services.

### **ARTICLE I : 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 SAS 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 SAS Le Kaila and to have requested and obtained all necessary information to make a booking in knowledge of all of the terms.

Given the diversity of our rooms, there are several differences in terms of the configuration and decoration. In all media and on our website we offer a general description of our rooms 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 SAS Le Kaila booking channels (online booking, telephone, email, face to face booking, ... etc.).

### **ARTICLE II : Prices & Offers**

#### ***Room Prices***

The prices confirmed at the time of the booking request are fixed until the end date of the booking option. After this period, they are subject to change.

Our prices are given in euros and include taxes, except for the residency tax and any additional services which are payable at reception. 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.

The rate of the residency tax will be that in force as indicated in the decree of the Allues Town Hall and invoiced per day and per person over 18 years old.

#### **Prices for "bed & breakfast" include:**

- › Accommodation
- › Buffet breakfast in the hotel restaurant, or Continental breakfast in bed. Some room services may be invoiced separately, please refer to the price list in force.
- › Access to the aquatic area (swimming pool, sauna, Turkish bath) and gym.
- › Access to the children's play area.
- › Intra-resort shuttles
- › Wi-Fi access.

#### **Prices for "half-board" include:**

- › Accommodation
- › Buffet breakfast in the hotel restaurant, or Continental breakfast in bed. Some room services may be invoiced separately, please refer to the price list in force.
- › Dinner in the Le 80 restaurant (a la carte menu with a supplement possible for some dishes)
- › Access to the aquatic area (swimming pool, sauna, Turkish bath) and gym.
- › Access to the children's play area.
- › Intra-resort shuttles
- › Wi-Fi access.

#### **Prices for "half-board" do not include:**

- › Beverages
- › Special evenings except for specific offers
- › Room service menu
- › Bar snack menu
- › Dinners in the Michelin star restaurant L'Ekrim

**Any meals not taken will neither be deducted or deferred**

### ***Promotional & Package Stay***

#### Special offers and prices:

Special offers and prices proposed by the hotel are granted nominatively and periodically. These offers are non transferable and do not carry any obligation for renewal and may not be accumulated with any other offer.

#### Services included in packages:

**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, SAS 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, SAS 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.

In the event of booking a package/special offer, any service that is not used and included within the package/special offer may not be reduced, nor reimbursed and does not lead to any deferral, nor compensation.

## **ARTICLE III : Terms and Conditions of Booking, Amending & Cancellation**

### ***Terms and Conditions for Booking***

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.

#### Terms and conditions for booking less than 6 rooms

All bookings should be confirmed by an initial payment equating to 50% of the total amount due for the stay. Subsequently, the balance of the stay should be paid 45 days prior to the date of arrival.

If the booking is made less than 45 days before the arrival date, the total advance payment for the stay should be made to confirm.

#### Terms and conditions for special bookings of 6 rooms and more

All bookings should be confirmed by an initial payment equating to 50% of the total amount due for the stay. Subsequently, the balance of the stay should be paid 90 days prior to the date of arrival.

If the booking is made less than 90 days before the arrival date, the total advance payment for the stay should be made to confirm.

The total amount of the stay is due before arrival at the hotel and in line with the dates indicated.

In the event of failure to respect these payment terms, the booking will be cancelled.

In the event of clients turning up without receipt of the entire payment for the stay before arrival, the hotel reserves the right to refuse access to rooms.

#### Hotel capacity:

Accommodation is provided for a precise capacity, set forth in the booking confirmation document.

Notwithstanding written confirmation from the booking team, the addition of an additional bed in rooms is not possible.

If the number of residents exceeds the maximum capacity, and that which is permitted by standards in force, the hotel reserves the right to refuse access to additional persons for reasons of security and insurance. In this instance, any change or termination of the contract will be considered as at the initiative of the client.

It is also reminded that any young children are considered as a full person.

#### Allocation of rooms:

Notwithstanding express written confirmation, it is not possible to guarantee a room number, location or exact position of the room in advance.

### ***Organisation of bookings***

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

A credit card and valid identity documents should be presented upon arrival. Failing this, SAS 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.

***Terms and Conditions for Cancellation and Amendement*****Terms and conditions for cancellation of less than 6 rooms**

In the event of partial or total cancellation over 90 days from the arrival date, we will retain a one night penalty per period of 7 nights and per room booked.

In the event of partial or total cancellation between 90 days and 45 days before the arrival date, the 50% deposit will be retained as cancellation fee and no other charge will be requested.

In the event of partial or total cancellation within 45 days before the arrival date, the total pre-payment for the stay will be retained as a cancellation fee.

Under 90 days before or during your stay, in the event of any amendment, reduction in the number of nights booked, late arrival or early departure, the total number of nights previously confirmed will be payable.

All cancellations should be notified to the booking team by letter or email. The date of receipt of the letter or email will constitute the date of cancellation.

**Terms and conditions for cancellation of special bookings of 6 rooms and more**

Up to 91 days before the arrival date, a one night penalty is retained, per week and per room booked.

Between the 90th day and the date of arrival, the total pre-payment for the stay will be retained as a cancellation fee.

**In the event of a no-show:**

In the event of a no-show, the booking will be automatically cancelled the following day at midday, notwithstanding any other notification in writing or by telephone confirmed by email within 24 hours. The total amount of the stay will be retained.

The hotel reserves the right to re-allocate all rooms within 24 hours.

**Terms and conditions for reimbursement:**

Reimbursement is undertaken by bank transfer in line with the terms and conditions of cancellation, within a maximum of one month after written confirmation of the cancelled booking and upon presentation of the bank details for the person making the booking.

The hotel may not be held liable in the event of any personal, financial, political or weather conditions which lead to cancellation. It is recommended that you take out cancellation insurance with your travel agent or insurer.

***Force Majeure & Relocation***

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.

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.

The Host or the Client may cancel or postpone the reservation in cases of force majeure.

***COVID 19 special Terms and Force Majeure:***

Cases of force majeure justifying the cancellation or postponement of the Client's reservation, at any time, are any circumstances related to health situation, at a local, national or international level which are beyond the control of the Host and the Client and which make it impossible to perform all or part of the obligations set out in the contract.

In this respect the following specific cases shall be deemed to constitute Force Majeure:

- If the French government decides to close the French borders: cancellation possible with refund of the amounts paid.
- If a foreign government decides to close its borders: cancellation possible with refund of the amounts paid.
- If a foreign government decides to establish a quarantine following a stay in France, no refund or postponement possible.
- If the French government prohibits a country (or a region) from traveling to France, cancellation possible with refund of the amounts paid.
- If positive test for Covid-19 (PCR test) less than 72 hours before arrival : cancellation possible with refund of the amounts paid.
- If the French government decides to close the French Ski resorts/ski lifts : cancellation possible with refund of the amounts paid.

**Conditions of application:**

- Sending of the positive test result in the name of the traveler in French or English.
- If the reservation concerns several rooms, the cancellation will only concern the room of travelers tested positive.
- Obligation at the time of booking to provide the names, first names and date of birth of each of the occupants of the room (s) or suite (s). If these elements are not provided at the time of confirmation of the reservation, no cancellation will be possible in the event of a positive test.

The Host or the Customer shall notify the other party as soon as possible of the impossibility of performing its contractual obligations due to a case of force majeure. Cancellation of the reservation due to a case of force majeure shall not be subject to any charges invoiced by the Host.

The sums already paid by the Client (deposit or advance payment) shall be returned by the Host within 45 day(s) from the notification of the impossibility to perform the contractual obligations due to a case of force majeure. The Host cannot be held liable in the event of cancellation or postponement resulting from a case of force majeure.

**Interruption of stay:**

In the event that the stay is interrupted, for whatever reason independent of the hotelier, the customer cannot claim any reimbursement. To cover this eventuality, we recommend taking out insurance.

### *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 on the day of departure. Notwithstanding any provision to the contrary, no payment extension is granted. 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. SAS Le Kaila hereby reserves the right to charge fees in the event of payment of expenses by bank card.

### **ARTICLE IV : 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 V : 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, of all instructions and regulations of the establishment (notably the prohibition to smoke).

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, SAS 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 VI : 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. SAS 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 SAS Le Kaila and will immediately cancel their stay. Under the same conditions, SAS 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 VII : Animals**

Pets are accepted (cat & dog) 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 in restaurants, aquatic area and in the spa.

### **ARTICLE VIII : 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 must be sent:

By recorded delivery letter, with acknowledgement of receipt to SAS Le Kaila, 124 Rue des Jeux Olympiques 73550 MERIBEL or an email to [reservation@chaudanne.com](mailto:reservation@chaudanne.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 in French Department of Savoie (73).

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

In case of dispute between the customer and the professional : the parties shall attempt to settle it amicably.

In case of failing amicable agreement, the consumer is free to take to the ombudsman dedicated to the professional : " Association des Médiateurs Européen (AME CONSO) ". The ombudsman must be take within 1 year after the date of the complaint was brought to the professional.

There is two ways to complain to the ombudsman :

- you can fill-in the form in the website of " AME CONSO " : [www.mediationconso-ame.com](http://www.mediationconso-ame.com)
- you can send a letter to : AME CONSO, 11 Place Dauphine - 75001 PARIS France

### **ARTICLE IX : Personal Data**

Your personal data is collected by SAS 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: SAS Le Kaila 124 Rue des Jeux Olympiques 73550 MERIBEL.

### **ARTICLE X : Traduction**

Les conditions de ventes et d'annulation de l'hôtel sont rédigées en français et traduites en anglais au bénéfice de nos clients anglophones. Les parties conviennent que la version française prime sur toutes traductions rédigées dans une autre langue.