

## CERF ROUGE MERIBEL

### OUR BOOKING TERMS AND CONDITIONS

#### 1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we provide our holiday accommodation services (“**Services**”) to you.

1.2 **Why you should read them.** Please read these terms carefully before you make your holiday booking with us. These terms tell you who we are, how we will provide our Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.1.1 **Who these terms apply to.** When we use the words “you” and “your” in these terms, this includes the first named person on your booking (“**Party Leader**”), all other individuals on whose behalf a booking is made, and any other person who is added to a booking or to whom a booking is transferred (together “**the Party**”).

1.2 **Party Leader responsibilities.** The Party Leader must be at least 18 years old to make a booking with us. By making a booking with us the Party Leader agrees that they have read these terms and have the necessary authority to accept these terms on behalf of the other members of the Party. The Party Leader is responsible for ensuring the Party comply with the terms of the contract and ensuring all payments due to us under the contract are paid.

#### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Bon D’Aller SNC a company registered in France. Our company registration number is 8119962630001 and our registered office is at 244 Avenue du Grand Champ, 73600 Salins-les-Thermes. We operate the website [www.cerfrouge.co.uk](http://www.cerfrouge.co.uk) (“**our site**”).

2.2 **How to contact us.** You can contact us by writing to us at [info@cerfrouge.co.uk](mailto:info@cerfrouge.co.uk) or by filing out our “contact us” form on our site.

2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by

writing to you at the email address you provided to us.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. **OUR CONTRACT WITH YOU**

3.1 **How we will accept your booking.** Our acceptance of your booking will take place when we write to you to accept it ("**Booking Confirmation**"), at which point a contract will come into existence between you and us. Before we can confirm your booking, we will require an advance payment to be made (see clause 12.5).

3.2 **If we cannot accept your booking.** If we are unable to accept your booking, we will inform you of this in writing and will not charge you for the Services. This might be because the Chalet has already been booked, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Services, or because we are unable to meet a date or requirement you have specified.

3.3 **Your booking reference.** We will assign a booking reference to your booking and tell you what it is when we accept your booking. It will help us if you can tell us the booking reference whenever you contact us about your booking.

3.4 **Special requests.** Any specific requests must be advised to us at the time of your booking and confirmed in writing to us. Whilst every effort will be made by us to accommodate all reasonable requests made by you, we cannot guarantee that your request will be fulfilled and any note of such request on any booking documents provided by us is not a guarantee that it will be fulfilled. Our failure to meet any special request made by you will not be a breach of the contract by us. We do not accept any bookings that are conditional upon any special request being met by us.

### 4. **OUR SERVICES**

4.1 **Location of the accommodation.** The accommodation address is Cerf Rouge, 181 Chemin du plan Devant, Meribel Village, 73550 ("**Chalet**").

4.2 **The Chalet may vary slightly from its description and pictures.** The descriptions or images

of the Chalet on our site, social media channels or other marketing materials are for illustrative purposes only. The Chalet may vary slightly from those images.

- 4.3 **Arrival and departure times.** The Chalet will be available to you from 4pm on the agreed date of arrival (“**check-in date**”) until 10am on the agreed date of departure (“**check-out date**”). We may, in our absolute discretion, allow earlier access to or late departure from the Chalet upon request. We are unable to cater for guests arriving after 11pm.
- 4.4 **The following rules and restrictions apply to your use of the Services.** If you are in breach of any of these rules during your stay we may ask you to take all necessary action to resolve the issue and we may terminate the contract with immediate effect (see clause 10.1) and you may have to pay us compensation (see clause 10.2):
- 4.4.1 The maximum number of guests at the Chalet at any given time is restricted to 10 people (excluding babies sleeping in cots).
- 4.4.2 Smoking is strictly prohibited inside the Chalet accommodation at all times.
- 4.4.3 Pets are not permitted under any circumstances.
- 4.4.4 You must behave in an orderly and acceptable manner at all times that does not cause distress, danger, or annoyance to any individual and that does not disrupt the enjoyment of others.
- 4.4.5 You must not make excessive noise before 7am and after 10pm.
- 4.4.6 You must not knowingly or recklessly cause damage to any property that belongs to us. Notwithstanding our right to terminate the contract, we may also deduct any reasonable expenses we incur as a result of a breach by you of this clause 4.4.6 from the Security Deposit (see clause 12.7).
- 4.5 **You must have appropriate travel insurance cover.** We are not responsible if things go wrong before or during your stay. You agree that you will have adequate travel insurance in place to fully cover you and your possessions for the duration of your holiday (including but not limited to medical expenses, cancellation and delays, repatriation, baggage and belongings and personal liability). Any failure by you to take out adequate insurance cover

will not result in any liability by us for any losses howsoever arising which could have reasonably been covered by you under a suitable insurance policy.

4.6 **Third party products.** We may order products, whether these are goods or services, on your behalf from third party suppliers (such as ski schools, ski hire providers, the lift pass office, childcare providers, restaurants, and transfer companies). When you ask us to do so, we act as an intermediary between you and the relevant supplier. Any order placed by us on your behalf is a contract for the purchase of products made with the relevant supplier. We will not be responsible for products offered by us as agents for a supplier, or for any aspect of the relationship between you and a supplier. We do not make or give any representations, warranties or other promises concerning any supplier's products provided in connection with the Services. All third-party contracts will be subject to the relevant supplier's terms and conditions. By requesting us to order a supplier's product on your behalf you agree to comply with the supplier's terms and conditions, and we shall be under no obligation to communicate those terms and conditions to you in advance. All your rights and remedies are against such supplier. Any claims or complaints relating to any third-party contracts should be made against or directed to the relevant supplier.

## 5. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to your booking, please contact us immediately. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the booking or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8 - Your rights to end the contract).

## 6. **OUR RIGHTS TO MAKE CHANGES**

6.1 **Minor changes to the Services.** We may change the Services:

6.1.1 to reflect changes in relevant laws and regulatory requirements; and

6.1.2 to implement minor adjustments and improvements, for example to the facilities or

interior design of the Chalet. These changes will not materially affect your use of the Services.

6.2 **More significant changes to the Services and these terms.** In addition, we may make significant changes to the Services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Services paid for but not received.

## 7. PROVIDING THE SERVICES

7.1 **When we will provide the Services.** We will provide the Services to you for the time period of your stay as set out in the Booking Confirmation, or such alternative dates as agreed between us in writing.

7.2 **We are not responsible for events outside our control.** If our supply of the Services is affected by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.

7.3 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Services to you. If so, this will have been stated in the description of the Services on our site, or in our Booking Confirmation. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for not supplying any part of the Services if this is caused by you not giving us any information that we need within a reasonable time of us asking for it.

7.4 **Reasons we may suspend the supply of the Services to you.** We may have to suspend the supply of the Services to:

7.4.1 deal with technical problems or make minor technical changes;

- 7.4.2 update the Services to reflect changes in relevant laws and regulatory requirements; or
- 7.4.3 make changes to the Services as requested by you or notified by us to you (see clause 6).

7.5 **Your rights if we suspend the supply of Services.** We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency. If we have to suspend the Services, we will adjust the price so that you do not pay for the Services while they are suspended. You may contact us to end the contract if we suspend the supply of Services, or tell you we are going to suspend them and we will refund any sums you have paid in advance for the Services not provided to you.

## 8. **YOUR RIGHTS TO END THE CONTRACT**

8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on whether there is anything wrong with the Services, how we are performing and when you decide to end the contract:

8.1.1 **If you are not happy with the Services you have booked you may have a legal right to end the contract** (or to get some or all of your money back), see clause 11;

8.1.2 **If you want to end the contract because of something we have done or have told you we are going to do,** see clause 8.2;

8.1.3 **If you want to end the contract but we are not at fault,** see clause 8.4. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.

8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 8.2.1 to 8.2.5 below the contract will end immediately and we will refund you in full for any Services which have not been provided. The reasons are:

8.2.1 we have told you about an upcoming change to the Services or these terms which you do not agree to (see clause 6.2);

8.2.2 we have told you about an error in the price or description of the Services you have

- booked, and you do not wish to proceed;
- 8.2.3 there is a risk that supply of the Services may be significantly delayed because of events outside our control;
- 8.2.4 we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons; or
- 8.2.5 you have a legal right to end the contract because of something we have done wrong.
- 8.3 **You do not have a legal right to change your mind (Consumer Contracts Regulations 2013).** For some services bought online you have a legal right to change your mind within 14 days and receive a refund. However, this right does not apply to accommodation services.
- 8.4 **Ending the contract where we are not at fault.** Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation. The contract is completed when we have finished providing the Services and you have paid for them. If you want to end a contract before it is completed, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for the Services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) a percentage of the price calculated (see the table at clause 9.3) depending on the date on which you end the contract, as compensation for the net costs we will incur as a result of your doing so.
- 8.5 **Ending our supplier's contracts.** If you end the contract, you will not be entitled to receive a refund for any third-party goods or services ordered by us on your behalf. Any cancellation of these contracts will be subject to the terms and conditions of the relevant supplier. Our charges and any applicable disbursements (if any) shall remain payable in relation to the time spent by us in providing such cancelled third-party products.
9. **HOW TO END THE CONTRACT WITH US**
- 9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by

sending an email to us at [info@cerfrouge.co.uk](mailto:info@cerfrouge.co.uk) (“**Cancellation Notice**”). Please provide your name, email address, booking reference and the reason why you are cancelling the booking.

9.2 **How we will refund you.** We will refund you the price you paid for the Services by the method you used for payment. However, we may make deductions from the price, as described below.

9.3 **Deductions from refunds.** We may deduct from any refund (or, if you have not made an advance payment, we may charge you) a cancellation charge as follows:

<b>Date the Cancellation Notice is sent to us</b>	<b>Cancellation Charge</b>
More than 10 weeks before the check-in date	25% of the total price for the Services
Between four to 10 weeks of the check-in date	60% of the total price for the Services
Less than four weeks of the check-in date	100% of the total price for the Services

9.4 **When your refund will be made.** We will make any refunds due to you as soon as possible.

## 10. **OUR RIGHTS TO END THE CONTRACT**

10.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

10.1.1 you do not make any payment to us when it is due, and you still do not make payment within five days of us reminding you that payment is due;

10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services;

10.1.3 you break any of the rules or do not comply with any of the restrictions set out at clause 4.4.

10.2 **You must compensate us if you break the contract.** If we end the contract in the

situations set out in clause 10.1 we will refund any money you have paid in advance for the Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 **We may withdraw the Services.** We may write to you to let you know that we are going to stop providing the Services. We will let you know at least 14 days in advance of our stopping the supply of the Services and will refund any sums you have paid in advance for the Services which will not be provided.

## 11. **IF THERE IS A PROBLEM WITH THE SERVICES**

11.1 **How to tell us about problems.** If you have any questions or complaints about the Services, please contact us immediately. If you have any problems during your holiday, please speak to a member of Cerf Rouge in the first instance. If your complaint is not resolved by a member of the team, please telephone us as soon as possible on the emergency telephone number provided to you within your booking documents.

11.2 **If your problem is not resolved.** We make every effort to ensure that your holiday runs smoothly, so it is important that we are given the opportunity to resolve any problems at the time you encounter them. If you have made an initial complaint in accordance with clause 11.1, but the problem is still not resolved to your satisfaction, please send us a formal complaint in writing to [info@cerfrouge.co.uk](mailto:info@cerfrouge.co.uk) within 28 days of the end of your stay. Please provide your booking reference and all other relevant information within your email. Please keep your email concise, so that we can quickly identify the problem and provide an appropriate response to you without undue delay. Failure to follow our complaints procedure set out in this clause 11 may affect your rights under the contract.

11.3 **Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

## 12. **PRICE AND PAYMENT**

12.1 **Where to find the price for the Services.** The price of the Services (which includes VAT) will be the price indicated on the booking pages when you placed your booking unless we have agreed another price in writing. We take all reasonable care to ensure that the price of the Services advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the Services you booked.

12.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your booking date and the first date of your stay, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

12.3 **The Services included in your booking.** The Booking Confirmation and / or our invoice for the Services will set out in detail what is included in the booking price. For the avoidance of doubt, the following costs are expressly excluded from the price:

12.3.1 all travel, including the cost of any outbound and / or return travel from your place of origin to and from the Chalet;

12.3.2 all skiing expenses, including lift passes, equipment hire and ski lessons;

12.3.3 any insurance, including travel insurance;

- 12.3.4 any childcare or adult care;
- 12.3.5 all food and drink for the duration of your stay, with the exception of any welcome package provided by us; and
- 12.3.6 any additional cleaning costs incurred by us if the Chalet is left in an unreasonable state after you check-out (see clause 12.7).
- 12.4 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we supply may be incorrectly priced. We will normally check prices before accepting your booking so that, where the Services' correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the Services' correct price at your booking date is higher than the price stated to you, we will contact you for your instructions before we accept your booking. If we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.
- 12.5 **When you must pay and how you must pay.** We accept payment with debit or credit card, or by bank transfer to the bank account we have notified to you for such purpose. You must also provide us with a credit card when you check-in to the Chalet (see clause 12.7). When you must pay depends on how far in advance you are making your booking:
- 12.5.1 **Deposit.** You must make an advance payment of 25% of the price of the Services ("**Deposit**") at the time you make the booking. All Deposits are non-refundable.
- 12.5.2 **Balance of the price.** The balance of the price of the Services is due 10 weeks before your check-in date. We will invoice you for the balance 12 weeks before the check-in date. You must pay each invoice within 14 calendar days after the date of the invoice. For bookings made within 10 weeks or less of the check-in date, the total price of the Services must be paid in advance at the time you make the booking.
- 12.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please

contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

12.7 **A security deposit is payable on arrival.** A security payment of €3,000 (“**Security Deposit**”) will be taken by us from the credit card you provide to us as part of the check-in process. The Security Deposit will be held for the duration of your stay and for up to 15 days after your date of departure. We will deduct from the Security Deposit all reasonable expenses incurred by us as a result of any loss or damage to our property (including excessive uncleanliness) caused by you or anyone you permit to enter the Chalet. We will release the balance (if any) of the Security Deposit within 15 days after your date of departure. If you have raised a formal complaint regarding the Security Deposit (see clause 11.2), we will hold the Security Deposit until such time as a resolution has been reached. If you notice any damage upon arrival, please speak to a member of Cerf Rouge within 24 hours of check-in and take a photograph of any damage if possible.

### 13. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process.

13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services including the right to receive Services which are as described and match information we provided to you and supplied with reasonable skill and care.

13.3 **We are not liable for business losses.** We only supply the Services for domestic and

private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.4 **We are not liable for the actions of third-party suppliers.** We will not accept any liability in respect of goods or services offered to you when acting as agent for a supplier. We shall not be liable for any loss or disappointment arising as a result of the delay, cancellation, negligence or any other breach or non-performance by a supplier of its terms and conditions. While we will provide reasonable assistance in respect of any dealings you may have with a supplier, any such assistance shall not be taken to constitute any admission or acceptance of liability on our part.

#### 14. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

**How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy. If you are the Party Leader you must ensure you have obtained the individual consent of each member of the Party before you disclose any of their personal data to us.

#### 15. **OTHER IMPORTANT TERMS**

15.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

15.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 15.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 15.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.