

Terms and Conditions

Bookings are made and accepted only on the following conditions:

A contract between the owners of the Croix de Savoie or other agents who act on behalf of the Owner and the guest will come into existence when payment is received and a booking confirmation is issued showing the confirmed holiday dates. The contract binds you & all the members of your party. It is your responsibility to ensure that all members of your party accept the terms of the contract set out in these terms & conditions of booking. Failure to disclose all relevant information or comply with these terms may lead to termination of the contract & loss of the booking.

This agreement is made on the basis that the property (Croix de Savoie) is to be occupied by the holidaymakers for a holiday (as mentioned in the Housing Act 1988 Schedule 1 paragraph 9) and the Holidaymakers acknowledge that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.

1) Making a booking

- 1. Bookings may be made by via email at croixdesavoie@outlook.com
- 2. An additional charge of £50pp per booking will be made for bookings over 4 persons, excluding infants in travel cots.
- 3. The Owner or Appointed Agent who act on behalf of the Owner and the Guest may request details of all persons in your party including names and ages. If requested, this information must be provided in writing within fourteen days and prior to the first day of letting. This information may be required by the Owner or Appointed Agent for insurance purposes.
- 4. A booking is complete once you have received confirmation from the Owner or Appointed Agent who act on behalf of the Owner in writing ("Booking Confirmation").
- 5. Bookings cannot be accepted from persons under eighteen years of age.
- 6. Hen or stag parties are not permitted unless agreed with the Owner or its Appointed Agent prior to booking.

- 7. The owner reserves the right to refuse a booking without giving any reason.
- 8. We recommend that with every booking an appropriate travel insurance is taken out to include all members of the travelling party.

2) Deposit

- If a booking is made nine weeks or more before the letting is due to start a nonrefundable deposit of one-third of the letting fee is payable at the time of booking. Bookings made less than nine weeks before your arrival date must be paid in full.
- 2. If a booking is made less than nine weeks before the letting is due to start, the full letting fee plus any Cautionary Deposit required by the Owner or Appointed Agent, plus any additional charges, must be paid by you at the time of the booking.

3) Cautionary Deposit

 A £400 refundable Cautionary Deposit is required with every booking, payment is required with the final balance payment.

The Cautionary Deposit is non-interest bearing.

- 2. In making a booking you accept responsibility for any theft, breakage or damage caused by you or any member of your party and agree to indemnify us in full for any loss that we may incur as a result.
- 3. The Owner or Appointed Agent shall be entitled to deduct from the Cautionary Deposit the cost of remedying any breach of the booking terms and shall be entitled to charge any additional amount where the Cautionary Deposit does not fully cover the cost of remedy.
- 4. The Cautionary Deposit will be returned within 7days of the end of your holiday, less the cost of damage/breakages. Where no breach of booking terms has occurred, you will be refunded the whole amount of the Cautionary Deposit.

4) Final Payment

- 1. Payment of the balance of the letting fee plus the Cautionary Deposit plus any additional optional charges due must be paid no later than nine weeks before the letting is due to start ("the Due Date").
- 2. Non-payment by the Due Date may be treated as a cancellation and the Guest will remain liable to pay the balance of the letting fee.
- 3. The Owner and Appointed Agent shall not be responsible for sending reminders of the Due Date.

5) Changing booking dates

1. Once a booking has been accepted and confirmed, the booking can only be changed with the written agreement of the owner or Appointed Agent.

2. Where the Owner agrees to the change in the dates, an additional letting fee may be due.

6) Cancellations

- 1. All cancellations must be notified in writing ("Cancellation Notice").
- 2. A booking can only be cancelled prior to the start of the letting.
- 3. If you cancel less than nine weeks before the holiday, then the full balance remains due and is not refundable.
- 4. We strongly advise that you take out comprehensive travel insurance to cover cancellations. If you choose not to, then you accept responsibility for any loss that you may incur due to your cancellation.
- 5. Where a Booking has been taken with a deposit which is less than our standard Deposit (of one-third of the total letting fee), the Guest will, upon cancellation, be liable to pay the difference between the reduced deposit and our standard Deposit.
- 6. The Owner or Appointed Agent reserves the right to re-let the Property where any monies due are more than 7 days in arrears whereupon any monies paid by the Guest over and above any non-refundable Deposit will be refunded. However, if the Agency is unable to re-let the holiday the Guest will remain liable for the outstanding balance of the cost of the holiday.
- 7. In the event that a cancellation is made, Guests may be due a partial refund which is dependent on when notice of cancellation is given to us before the holiday start date. If a refund is due it will be paid within 10 working days of cancellation. The refund is calculated as follows:

number of days before letting starts that notification is received	cancellation refund (as percentage of cost of lettting)
0-25 days notice	No refund due
36-49 days notice	20% of the total accommodation cost
50-63 days notice	40% of the total accommodation cost
More than 63 days notice	The Guest's liability for the remainder of the balance will be waived or the balance refunded if this has been paid previously

7) Duration and times of letting

1. Lettings normally commence at 5.00pmunless otherwise agreed by the Owner and Guests are required to vacate the rental by 10.00am on the day of departure. This allows the accommodation to be thoroughly cleaned and prepared for incoming guests.

8) Unavailability of property

- 1. In the event of the Property becoming unavailable due to any event outside the Owners control (such as due to fire or flooding), the Owner or Appointed Agent will refund all monies paid, or a proportion in the case of curtailment.
- 2. The Owner cannot, however, pay any compensation or expenses as a consequence of such an event.

9) Price changes

- 1. The Owner reserves the right to amend prices quoted in published information due to errors or omissions or changes in the VAT rate but such changes shall be notified in writing to you as soon as possible.
- 2. You shall be at liberty to cancel the booking if the amended price is significantly higher than the original price quoted.

10) Guest obligations

- 1. Guests must vacate the property by 10am on the day of departure unless a late departure has been agreed with the Owner.
- 2. Guests must report and pay for any losses or damages to the property, caused by you or a member of your party (reasonable wear and tear excluded, which for the avoidance of doubt means repairs that are decorative and wear out or come adrift in the course of reasonable use) which will be determined at the Owners or its Appointed Agents discretion.
- 3. Guests are required to inspect the inventory left at the property and report any discrepancies, or damage and faults in the property to the Owner or its Appointed Agent within 24 hours of arrival. If no discrepancies, damage or faults are reported within this period, the property and inventory will be deemed to be correct and in full working order.
- 4. Guests must treat the facilities & accommodation with due care so that other guests may continue to enjoy them. The accommodation will be inspected at the end of the holiday and you may be charged for any loss or damage.
- 5. No parties or events the maximum number of persons using the accommodation at any time must not exceed 4 unless agreed by the Owner. We reserve the right to terminate the booking without notice and without refund in case of a breach of this condition.
- 6. Guests are not permitted to have visitors stay overnight, and any guests visiting must be approved by the Owner in advance.
- 7. Do not move any furniture from one room to another.
- 8. Please clean dirty footwear before entering the Property and remove footwear before going upstairs.
- 9. Close the windows and lock the doors and windows where when you leave the property unoccupied.

- 10. Switch off lights and any electrical appliances when you go out we're an eco-friendly holiday home.
- 11. Please use the bins provided for recycling and general waste. (Opposite the main entrance of the building)
- 12. Vaping or smoking anywhere inside the premises will result in immediate termination of occupancy and forfeiture of all payments. This must be strictly adhered to and any damage or extra cleaning caused by smoking will be at the expense of you.
- 13. Pets are not allowed anywhere on the premises unless agreed in advance with the Owner. Any breach will result in immediate termination of occupancy and forfeiture of all payments. This must be strictly adhered to and any damage or extra cleaning caused by pets will be at the expense of you.
- 14. Guests may in no circumstance re-let or sublet the property, even free of charge.
- 15. Please note that if any keys issued are not returned at the end of your stay, then the cost of replacement keys and locks will be charged to you.
- 16. Please park your vehicles in the designated parking space, ensuring cars do not block access to other spaces.
- 17. Guests are responsible for the safety and security of their children at all times. Never leave children without adult supervision.
- 18. You agree not to use a supplied travel cot for a child over the age of 24 months.
- 19. Please respect the community and keep noise levels to a minimum, especially between 11.00pm and 8.00am.
- 20. The Owner or their representative, including the Appointed Agency, shall be allowed access to the Property at any reasonable time during any holiday occupancy.
- 21. This property is a privately owned home. We expect all guests to enjoy the facilities and treat the property with the same respect that they would with their own house.

11) Check out

- 1. Guests must vacate the property by 10am on the day of departure unless a late departure has been agreed with the Owner.
- 2. Guests must strip all beds.
- 3. Guests must leave all mattress and pillow protectors in place. These do not go in the laundry bags.
- 4. Unless a 'walk-out' cleaning service has been agreed at an additional charge, guests must leave the property in a clean and tidy manner, it is acceptable to leave the dishwashers loaded and running on departure. Guests must empty recycling and general waste from the house into the bins provided outside. (Opposite the main entrance)
- 5. The Owner reserves the right to make a charge to cover additional cleaning costs if the Guest leaves the property in an unacceptable condition.

12) Pets

1. Dogs or pets are not allowed at Property.

2.If you break the above pet terms, the Owner (including their representative) may notify you that you have broken these terms and may cancel this Booking and ask that the guests leave the Property before the end of the holiday period without compensation, or that they pay an additional reasonable charge.

14) Lost property

- 1. The Owners are not responsible for the loss of any personal belongings or valuables of the guest.
- 2. At the end of every stay, please ensure you check that all personal items have been packed. The Owner or their Appointed Agent will store lost property items for a maximum of one month after which they will be given to charity or disposed of.

15) General

- 1. We reserve the right to terminate a holiday without compensation where the unreasonable behaviour of the persons named on the booking (or their guests) may impair the enjoyment, comfort or health of others.
- 2. The owner shall not be liable for any temporary defect or malfunction of any equipment, machinery or appliance in the building.
- 3. No compensation will be given for any temporary outage of electricity, gas, water, internet connection or television service.
- 4. We or our representatives reserve the right to enter the property at any time to undertake essential maintenance or for inspection purposes.
- 5. Any problem or complaint which the Guest may have concerning their holiday must be immediately reported directly to the Owner or Appointed Agent and we will endeavour to put matters right. Any complaints not reported at the time and only reported after the Guest has returned from holiday will not be considered by the Owner.
- 6. We reserve the right to make reasonable amendments or additions to these terms and conditions without notice.
- 7. The Guest's right to occupy the Property may be forfeited without compensation if any activity is undertaken which is illegal, or may cause unreasonable damage, noise, behaviour or disturbance.
- 8. We will not share your data with third parties.

16) Literature

- 1. We have compiled the information on our website and social media as accurately as possible at the time of going to press. However, facilities may be altered or withdrawn for reasons outside the Owners, in which case we cannot accept responsibility.
- 2. Guests accept that minor differences between text/photographs/illustrations on the Website and social media and the actual Property may arise. If a facility is particularly important to you, please check with us prior to your booking.

17) Legal

1. Any dispute, claim or other matter which may arise in relation to your booking will be governed by English law and you agree that any dispute will be dealt with exclusively by the courts of England and Wales.