

eden apartments

Booking Terms and Conditions

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Overview

Eden Apartments Chamonix Limited, operating through its French registered branch (“Succursale”) (the Company) arranges reservations of accommodation.

Your reservation should be for holiday purposes only unless otherwise agreed in writing. The properties represented by the Company should not be used for stag parties, hen parties, weddings or any special event without prior discussion and written agreement by the Company.

Your contract is between you and the Company and is subject to the following conditions, and also incorporates the [General Terms and Conditions](#).

Your Holiday Accommodation

You can arrive at your accommodation after 1600 hours on the start date of your holiday and you must have vacated the property by 1100 hours on your final day. If you anticipate arriving much later than 1600 hours, please contact the person whose details you will have been supplied with to let them know and to make alternative arrangements. If you fail to do so, you may be unable to gain access to the property.

You agree to keep the apartment clean and tidy and leave it in a similar condition of cleanliness to when you arrived. Any additional cleaning of the property, following your departure, beyond the normal amount reasonably required, may be charged as extra and deducted from your Good Housekeeping Deposit (see relevant section).

You must inform the Company of any breakage or damage in or around the property, so that it can be repaired or replaced for the next guest. No charge is made for minor breakages to items such as glasses, crockery etc.

The numbers in your party must never exceed the stated apartment capacity except by prior written agreement.

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Your Reservation

You must be 21 years or over when you book this accommodation.

The Company has the right to refuse any reservation prior to the issuing of any confirmation in writing. When you receive your confirmation you must check all the details carefully for accuracy and contact the Company immediately if you find any discrepancy.

Rentals and Charges

In order to secure a reservation you need to pay a deposit payment of 50% of the total rental. A Bank Transfer or (if available) a Credit or Debit Card payment secures a reservation. On receipt of your deposit and other relevant charges, the Company will confirm your reservation in writing. You are then responsible for the balance of the rental, which is due no later than 6-weeks prior to your arrival. If your holiday is within the 6-week period, you are required to pay the full rental. For reservations made within 2 weeks prior to arrival, the rental must be paid by Bank Transfer or (if available) a Debit Card.

Payments by MasterCard or Visa Credit Card may be subject to a surcharge, which will be notified at the time of booking; Debit Cards do not incur a surcharge if issued by a UK bank.

If you need to pay a deposit by cheque please send only one cheque or add £5.00 to your reservation if sending more than one. Please ensure that sufficient funds are available to cover your cheque as there is a £30 charge for any returned cheques.

All prices include French TVA, which is currently 10%. An appropriate invoice including this TVA will be issued to you by the French registered branch ('Succursale') of the Company.

Guests 13 years or over are also required to pay a local 'taxe de séjour', which is €0,90 per person per night. This amount will be added to your final invoice.

Changes to Reservations by You

Should you wish to change your reservation once the Company has issued confirmation to you, the Company may have to treat this as a cancellation of a reservation, which would then be subject to the cancellation charges which may be as much as the total amount paid. The Company will advise you if this is the case and you will have the option to continue with the first reservation. Should the Company be able to transfer your reservation to another property there will be an administration fee.

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The Company hopes that it does not have to either cancel or adjust your reservation in any way: however, as unforeseen problems do occur, the Company would contact you immediately to discuss any proposed cancellation or adjustment. If the circumstances affect your desired property, the Company will endeavour to find you alternative and similar accommodation at a similar rental. If the alternative is unacceptable to you, or the rental more than you wish to pay, the Company will refund all of your original rental deposit.

Except where otherwise expressly stated in these conditions, the Company shall not be liable for changes beyond the Company's control.

Cancellation by You - PLEASE MAKE SURE YOU ARE PROTECTED BY CANCELLATION INSURANCE

If you have to cancel your booking, you will need to:

- Inform your insurance company.
- Inform the Company immediately, by letter or email, so that we may release the week for re-letting. The Company will try to secure a re-let and, if successful, will refund your deposit/balance less an administration fee of £50.
- If your week has not been re-let by the time the balance is due, you are still required to complete your obligation to pay the full amount. If the balance is not paid by the due date, the booking is regarded as annulled and the deposit becomes non-refundable. In this event, and in order to minimise loss to the owner, the Company reserves the right to re-let the week less a discount up to the value of the retained deposit.

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Cancellation Insurance

Loss of rental due to cancellation can be avoided: We cannot stress enough the importance of taking out cancellation insurance. The unexpected can and does occur and, as with other insurances, it is in your interest to cover yourself for any eventuality. Shared between members of the group, it can be as little as £5 per person, which is surely worth the peace of mind it brings.

If you would rather take the risk: Of course, some people feel that they would rather take the risk and not cover their booking by insurance. This is an individual choice that only you can make, but please be aware of the liabilities and penalties involved in taking such a risk. The Company cannot take this responsibility for you

Good Housekeeping Deposit (GHD)

What is this?

This is a bond between you and the Company. Before the rental starts, we will require a Good Housekeeping Deposit (GHD) from you - for £150. This is a bond, which represents your agreement to leave the property as found. The Company may claim for any loss or damage up to the amount of the GHD. They may claim for excessive cleaning costs, smoking in non-smoking areas, over-occupancy etc. They may make a claim for any costs arising from your rental that were not anticipated or charged for.

How and when do I pay for this?

You may pay this in one of two ways:

- **By cheque made payable to the Company.** The Company reserves the right to bank this prior to arrival in which case it is the Company's responsibility to refund this to you following your departure. Returning customers may find that their cheque is not banked and is destroyed following their stay.
- **By pre-authorisation of a Credit Card.** You may provide Credit Card details to be held on the secure server. The funds will not be taken unless a claim is made. This service is not available for Debit Cards, which cannot be pre-authorised. If you enter Debit Card details we will bank the deposit and refund following your stay, subject to there being no claim.

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No Claim

Provided the property is left as found at the end of the rental, no claim will be made. The pre-authorisation code will be cancelled and no charge will be made on your card.

Claim Arising

If any claim is to be made for loss or damage, we will inform you of the claim within the 7 days following your departure, and only the requested amount will be deducted from your card or withheld from your GHD.

What Happens in the Event of a Claim?

We will give you a full explanation as to why we are making a claim and will back up any such claim with first hand reports from either ourselves or our housekeepers. If we have to replace broken items we will do so with the same or similarly priced items. Additional cleaning will be at the rate charged by our cleaners or cleaning company. If the apartment has been used for smoking the full amount may be claimed. This is not an exhaustive list and any additional costs incurred as a result of your occupancy may be a cause for claim.

Smoking

To respect the wishes of both smokers and non-smokers, please do not abuse the no smoking regulations of the apartments. Smoking is only permitted on the balconies. If the no smoking is breached, the Company may wish to withhold the Good Housekeeping Deposit to cover the cost of soft furnishings and carpet cleaning.

Complaints

The Company hopes that you will not have any cause for complaint but, in the event of a problem arising, you must in the first instance contact us, or any local contact notified on your arrival, immediately so that any problem may be speedily resolved, as the Company must be given the opportunity to rectify the problem. Some problems are easily rectified if notified. If, after this, you feel that the problem was not resolved then you must, within 7 days of the end of your holiday, put your complaint in writing to the Company.

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Website Accuracy

We work extremely hard to ensure that everything you read on our website is as accurate and current as possible.

Liability

In signing the booking form you agree to indemnify the Company against all loss and damage arising directly or indirectly to the property and its contents from any deliberate or negligent act or omission by yourself, or any other person or animal accompanying you or any member of your party.

The Company is insured against loss or injury through their negligence. In the absence of any negligence or other breach of duty by the Company, the use by you as tenant of any apartment or its facilities is entirely at your own risk.

Law

The contract between you and the Company is subject to English Law.

The Booking Terms and Conditions above were published in August 2013 and are valid until August 2014, unless replaced earlier, and supersede all previously published Booking Terms & Conditions on this website. Bookings taken for holidays commencing after August 31st 2014 may be subject to rental or facility changes.