

ALPAGA

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SALES CONDITIONS

FROM APRIL 30, 2011 TO APRIL 30, 2012

The following conditions apply to all rentals of hotel rooms, apartments and chalets booked under the Alpaga name and form the basis of the contract between us and all persons included in the booking.

LEGAL BACKGROUND

The indication supplied in this file are provided after taking into account the state of the regulations at the time the file is published, without prejudice to any modifications that occur after its publication.

This rental is agreed for a temporary leisure residence. The tenant may not exercise any commercial, crafts or professional activity therein.

These booking conditions and any matters arising from them are subject to and governed by French Law and are subject to the jurisdiction of the French Court in Bonneville (Haute Savoie).

SUBSCRIPTION & RESERVATIONS

Information required prior to booking:

- Number of guests: as soon as you make the booking, you will be required to state the number of guests – both adults and children – who will occupy the hotel rooms, apartments and chalets during the stay. In no event may the number of guests exceed that for which the hotel rooms, apartments and chalets are furnished.
- Pets: Out of respect for guests with allergies, pets are allowed in our hotel rooms, apartments and chalets only upon request.(25 euros per pet per day).
- Guests requiring special services: any guests who require a special service because of their state of health must notify us of their requirements at the time of booking so that we can state any reservations we may have with regards to whether this is the right type of accommodation, to advise against it or to offer the most appropriate type of accommodation.

1. **MODIFICATIONS -- CANCELLATIONS**

• **Any modification to your stay :**

In the event of force majeure, events beyond our control or for obvious reasons involving safety or maintenance, we may be forced to alter part or all our accommodation.

EPM

Executive Property Management

Hôtel Alpaga 66 allée des Marmousets
Route de Prariand- 74120 Megève. France
Tél. : +33 (0)4 50 91 48 70 – Fax : +33 (0)4 50 91 48 68
reservation@alpaga.com
www.alpaga.com

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- **Modifications to essential elements of the booking :**

- **By the vendor :** once the clients has been informed, he has the choice between cancelling his contract and obtaining the full reimbursement of any amounts he has paid or accepting the change proposed by the vendor, in which case an amendment to the contract is signed between the parties.
- **By the client :** once we are informed by recorder delivery, we shall go whatever is possible to find a satisfactory solution. If this is impossible for us, the modification will be considered as a cancellation and it will be subject to the conditions applied to the situation.

- **Cancellation :**

- We recommends to the individual guests to arrange with their own insurance company a cancellation insurance premium to cover all penalties.
- For guests who could not arrive on the due date, the tour operator will be charged 100% of the contracted rates for these specific nights.
- Any booking for a bedroom will be confirmed only after the payment of a 30% deposit. For the apartments and the chalet we require a deposit of 50% .The balance should be paid 30 days before arrival. Any booking confirmed and paid (totally or partially) will generate penalty fees in case of cancellation.

Cancellation fees for apartments and chalets of the Alpaga :

-in case of cancellation more than 90 days before arrival :	0% of total amount
-in case of cancellation between 90 and 61 days before arrival :	30% of total amount
-in case of cancellation between 60 and 31 days before arrival :	70% of total amount
-in case of cancellation less than 30 days before arrival :	100% of total amount

Cancellation fees for hotel bedrooms:

-in case of cancellation more than 60 days before arrival :	0% of total amount
-in case of cancellation between 59 and 31 days before arrival:	30% of total amount
-in case of cancellation between 30 and 7 days before arrival :	50% of total amount
-in case of cancellation less than 7 days before arrival: 1	100% of total amount

- **Interruption of stay :**

In the event the stay is interrupted, even for medical reasons or in cases of force majeure, the client may not claim any reimbursement from us. To cover this possibility, we advise you take your insurance.

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2 YOUR STAY

- Check in and Check out time:

Our check in and check out times must be respected by the clients or the clients will be subject to extra time fees:

Check in: from 5pm

Check out: by 10 am

- Rental deposit:

A rental deposit, the amount of which will be determined depending on the type of hotel rooms, suites and chalets (2000 € per apartment, 5 000 € per chalet of the Alpaga) must be paid by the client on arrival, in cash, by cheque or by credit card. This deposit is designed to cover the cost of any damage caused during the stay to the rented property or to furnishing contained therein.

- The following are not considered as payment :
 - Giving a credit card number as long as no authorization from the centre has been obtained.
 - A cheque as long as it has been not debited except a bank cheque
 - A postal order that we have not been in a position to cash, or a bank transfer as long as we have not received confirmation from our bank.
- All payments are due as of the date stated in the contract agreed upon payment conditions
- In case of payment by bank transfer or by credit card, bank charges are the responsibility of the clients and are added to the total amount of the stay.
- No payment by check in foreign currencies is accepted, except in the case of banker's draft payable to the order of EPM
- The extra expenses cannot be paid by cheque at the check out.

Any other accessory costs and expenses that may arise during the stay must be settled prior to your departure and in no event may they be deducted from the deposit.

An inventory will be drawn up at the client's arrival and again on departure, and he will be responsible for paying for any damage or other items. Clients must notify us of any malfunctions in the hotel rooms, suites and chalets equipment with 48 hours of their arrival.

We reserve the right to hold on to the deposit for a fortnight at the most after the client's departure. If the payment covering the cost of damage and other expenses is not settled, we shall deduct it from the deposit and the balance will be returned to the client. If the deposit is not sufficient, the client promises to pay the difference.

Internal Regulations:

Each tenant is responsible for any disturbance caused by guests residing in their rented hotel rooms, suites and chalets. If the peace and quiet, well-being or safety of people living or working on the estate is threatened, we may put an immediate end to the stay, without any compensation whatsoever.

In-home service:

For safety reasons, it is strictly forbidden to use external vendors' services in our hotel rooms, suites and chalets for food & beverage delivery, catering, massage, baby-sitting, housekeeping, etc. EPM is able to provide any service you may require.

3 LIABILITY AND COMPLAINTS

Liability:

In order to ensure your safety and your peace and quiet, our estate is guarded 24 hours a day. However, each client is responsible for the property entrusted to him. It is up to him to take the appropriate measures and to use the safes and alarms placed at his disposal. In no event shall we be liable in the event of damage or theft within hotel rooms, suites and chalets or on the estate.

Clients must also be able to prove that they have taken out multi-risk and civil liability insurance with a reputedly solvent insurance company.

Complaints:

For our clients, the properties managed by EPM must remain the background to an unforgettable stay that leaves them totally satisfied.

This is why we ask to make known as soon as possible any complaints you may have during your stay so that we can remedy them as quickly as possible.

4 SAFETY and ACCESS TO GARDENS AND SWIMMING POOL

The client must occupy the house conscientiously and avoid any carelessness or negligence. In particular, he must not leave the hotel rooms, suites and chalets unlocked without supervision and he must lock up in his absence to avoid any intrusion.

In general, clients must use the house and the furnishing therein as they should normally be used.

A safe box is at the disposal of all guests in each hotel rooms, suites and chalets.

The Alpaga is in no way responsible of stolen items.

4.1 **Swimming pool :**

The swimming pools located in the main buildings at L'ALPAGA does not have to comply with the law "Sécurité piscine" N° 2003-9 of 03 January 2003, and therefore do not comprise an alarm system designed to prevent the risk of drowning.

The direct, visual and active supervision of an adult is therefore essential, and under the sole responsibility of the client.

In any case of non respect of the swimming pool ruling (displayed at the entrance), immediate and definitive exclusion action will be taken.

To ensure the safety of children, the following precautions must be taken, in particular:

- Never leave a young children alone near the pool
- Never leave a child alone in the water, even if they know to swim. They must always be under the supervision of an adult capable of saving them in the event of an accident.
- Never leave toys or other items floating on the water; they may encourage children to approach the water.
- Always fit inflatable armbands of floating costumes on young children.

EPM' responsibility is not involved in case of accident or death.

4.2 **Gardens :**

In view of the considerable and real danger due to the steep slope of the ground in certain areas of the gardens parents must ensure their children do not approach these areas.

All our staff are at your disposal if you wish to obtain further information concerning safety measures that must be observed.

5 RESPONSIBILITY

- EPM 's responsibility : since safes are available to clients in hotel rooms, suites and chalets, Alpaga. will not be held responsible for theft of loss of personal items on the premises or in rooms.
- The guest's responsibility : in the case of missing objects, and/or damage to the interior of hotel rooms, suites and chalets, the cost of the damages will be either deducted from the security deposit or billed to and paid for by the guest.