

## TERMS AND CONDITIONS

### **1. BOOKING**

- 1.1 A contract will come into existence between the owners of Chalet Isobel (the “Owners”, “we” and “us”) and you when you make a booking of Chalet Isobel (either online or by delivery of a signed booking form) which should be accompanied by your deposit.
- 1.2 In these terms and conditions “you” means the person in whose name the booking is made (who must be at least 18). By making your booking you are accepting these conditions on behalf of your party members.

### **2. PRICES AND PAYMENT**

- 2.1 We reserve the right to increase or decrease our prices and correct errors at any time prior to your booking. The correct current price will be advised to you at the time of booking.
- 2.2 When you submit a completed and signed booking form, it must be accompanied by a 50% deposit. The balance must be paid no later than 12 weeks before date of arrival at Chalet Isobel (the “Chalet”).
- 2.3 If the booking is made within 12 weeks of arrival the full cost is required. If payment is not received in full and on time we reserve the right to treat the booking as cancelled by you and to apply the cancellation charges set out below.
- 2.4 You must check your confirmation invoice carefully as soon as you receive it. You must also let us know straight away if anything appears to be incorrect as it may not be possible to make changes at a later stage. We regret we cannot accept liability if we are not notified of any errors within ten days of our dispatching the document in question.
- 2.5 The person making the booking must be at least 18 years of age and guarantee payment to us of the total holiday cost on behalf of, and with the consent of, all persons for whom the booking is made.

### **3. CANCELLATION**

- 3.1 Should you or any member(s) of the party need to cancel your booking, the first named person on the booking form must inform us in writing.
- 3.2 Cancellation charges apply from the date we receive written notification of the cancellation and are as follows:
- |                                    |                       |
|------------------------------------|-----------------------|
| More than 12 weeks before arrival: | €100 cancellation fee |
| 6 - 12 weeks before arrival:       | 50% of full cost      |
| less than 6 weeks before arrival:  | 100% of full cost     |
- 3.3 Cancellation charges are calculated as a percentage of the total confirmed booking price payable by you.

### **4. ALTERATIONS**

- 4.1 If you wish to make any changes to your confirmed booking we will endeavour to assist, although we cannot guarantee that we will be able to meet any particular request.
- 4.2 Where we can meet a request an amendment fee of €30 per person per amendment will be payable.
- 4.3 If you wish to make changes within 12 weeks of your intended arrival we may view this as a cancellation and our cancellation charges will apply.

### **5. SECURITY DEPOSIT**

- 5.1 It is your responsibility not to cause any damage whatsoever to the Chalet, its contents or the hot tub (see clause 12 for further terms in this regard) and not to leave the chalet excessively dirty at the end of your stay.
- 5.2 You are required to pay a refundable security deposit of €500 prior to or upon arriving at the Chalet (either by bank transfer or payment in cash upon arrival at the chalet).
- 5.3 The security deposit will be refunded to you as soon as possible after the end of your stay (and at the maximum 15 days after the end of your stay) as long as there has not been any damage to the Chalet or its contents and the Chalet was not left excessively dirty. Any costs arising from any damage or additional cleaning will be deducted from your security deposit before being refunded.
- 5.4 If your security deposit does not cover the full costs then you will also be required to pay any additional damage costs and out of pocket expenses that are incurred as a result of the damage.
- 5.5 The security deposit refund transfer will be made payable and sent to the account given by you.

### **6. CHECK IN/ CHECK OUT TIMES**

- 6.1 The rental period shall commence at 4pm on the first day and you must vacate the Chalet by 10am on the day of departure. We shall not be obliged to offer the accommodation before the time stated and you shall not be entitled to remain in the accommodation after the time stated.

### **7. COMPLAINTS**

- 7.1 We make every effort to ensure that you have a trouble free stay at Chalet Isobel. In the event of a complaint concerning your stay you should immediately report it to us in order to give us a fair opportunity to investigate the matter. We will naturally do our best to resolve the matter as soon as is reasonably practicable.

7.2 If you remain dissatisfied, the complaint should be followed by a formal notice of complaint, which must be received by us not later than 28 days after the date of your departure from the Chalet. We regret that we cannot accept liability for any claims which are not notified entirely in accordance with this clause.

## **8. CANCELLATION OR CHANGES BY US**

8.1 Our arrangements for your booking may be made many months in advance, and changes can occur. We reserve the right to make alterations to the services provided and brochure/ internet details both before and after any booking has been confirmed.

8.2 In the unlikely event that we have to make changes to or cancel your stay at Chalet Isobel we will try to notify you as soon as possible (except in the case of 'Force Majeure' as defined below and providing you have given us a valid email address or telephone number by which you can be contacted during and out of working hours).

8.3 If we have to cancel or make a significant change to your stay at Chalet Isobel you can choose to accept the change or take a full refund of monies paid to us. A significant change is one we make to your holiday arrangements before departure that involves changing your accommodation. All other changes will be treated as minor changes.

8.4 No compensation is payable in respect of minor changes and no other claim for compensation or expenses will be accepted.

## **9. LIABILITY**

9.1 We do not accept liability where the performance of any of our contractual obligations is prevented or affected by reason of circumstances amounting to Force Majeure. Such events may include (by way of example and not by way of limitation) war or threat of war riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, fire, technical problems with transport, closure of airports or ports, adverse weather conditions or any similar events.

9.2 We do not accept liability for the actions or omissions of those involved in the accommodation arrangements over whom we have no direct control and/or who are not employed by us either as our servants or agents including, but not limited to, persons providing services namely airlines, airport transfer companies, bus companies, train companies, ferry operators, mountain guides, ski lift companies, ski schools, taxi operators, the owners or operators of any vehicle, aircraft or equipment or any of their proprietors or employees.

9.3 If you book ski schools, equipment hire, crèche or other resort related services through us, you understand that these services will be supplied by a third party supplier (a "Third Party"). Your contract for those services will be with that Third Party and not with us. The Third Party's own terms and conditions will apply to that contract. We act as agent only for that Third Party and we have no liability in relation to those services or for the acts or omissions of the Third Party or any suppliers or other persons connected with them.

9.4 Under no circumstances shall our liability to you exceed the amount paid by you under the booking.

## **10. SPECIAL REQUESTS AND MEDICAL PROBLEMS**

10.1 If you, or any member of your party, have a medical problem or disability which may affect your holiday please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us details of any special requests in writing at the time of booking.

10.2 Whilst we will endeavour to meet any reasonable requests wherever possible we cannot guarantee that they will be fulfilled and failing to do so will not constitute a breach of contract on our part.

## **11. SMOKING**

11.1 We operate a strictly no smoking policy inside the Chalet. If any members of your party wish to smoke they must do so outside of these areas.

11.2 If any members of your party smoke inside the Chalet you will be liable to a cleaning charge of up to €500.

## **12. BREAKAGE AND DAMAGE**

12.1 You are responsible for any breakage, loss or damage caused during your stay in Chalet Isobel and it is your responsibility to make full payment to us before departure from the Chalet.

12.2 In the case of loss and/or damage to your luggage or personal possessions (including money), or any personal injury, we have no liability as you are assumed to have taken out the appropriate insurance cover before traveling.

12.3 You shall report to us without delay any defects in the Chalet or breakdown in the equipment, machinery, or appliances in the Chalet or garden, and arrangements for repair and/ or replacement will be made as soon as possible. We shall not be liable to you for any defect or stoppage in the supply of public services to the Chalet, nor in respect of any equipment, machinery or appliance in the Chalet or garden.

12.4 Equipment and facilities are provided at our discretion, and while every reasonable attempt will be made to ensure that such equipment is in working order for the duration of the rental period, should a breakdown or some other situation occur that renders the element unusable, we do not accept responsibility for any refund for the lack of use of these equipment or facilities. The equipment and facilities referred to include (but are not limited to) such items as motors, televisions, VCRs, satellite equipment, music systems, internet access, and the hot tub.

**13. LOCAL SAFETY STANDARDS AND SUPPLIERS CONDITIONS**

- 13.1 Please note that the requirements and standards of the country in which any services are provided apply to those services. As a general rule, these requirements and standards may not be the same as your country of residence, and may be lower.
- 13.2 Any services provided to you by third party suppliers in connection with your stay at Chalet Isobel are done so in accordance with such supplier's own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability.

**14. WEBSITE**

- 14.1 The information contained in our website ([www.chaletisobel.com](http://www.chaletisobel.com)) is correct to the best of our knowledge at the time of the website being last updated.
- 14.2 Chalet plans and resort maps should only be used as an indication of layout. Scale and dimensions are subject to error and furniture and room arrangements are subject to change. Furniture and other items depicted in our website is subject to change.
- 14.3 You should be aware that we cannot guarantee accuracy in relation to the information set out about the resorts and its facilities, or that any particular activity will take place, as facts changes and these are not under our control.

**15. PASSPORTS AND VISAS**

- 15.1 It is your responsibility to ensure that you have all the necessary travel documents. We cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation.

**16. INSURANCE**

- 16.1 For your safety, it is a condition of us accepting your booking that you arrange an insurance policy which provides adequate cover and must include 24 hour telephone and repatriation cover. We strongly recommend that your insurance includes cancellation cover, cover for your party's belongings, cover for personal injury and cover for public liability.
- 16.2 In the event of any emergency, should you not have adequate insurance cover, we will offer all reasonable assistance, but it must be understood that you will be responsible for any costs involved.

**17. BEHAVIOUR**

- 17.1 We reserve the right to terminate your booking if any member of your party commits a criminal offence or, in our opinion, is likely to cause distress, annoyance or danger to any of our other clients, employees or any third party, or damage to property.
- 17.2 In this situation our responsibility for your booking will immediately cease and we will not be liable to pay any compensation, make any refund or meet any expenses that they may incur as a result. Where applicable, full cancellation charges will apply.
- 17.3 Please note we do not accept animals or pets at the Chalet.

**18. MARKETING**

- 18.1 By contacting and/or providing your details to us you agree to receive timely marketing emails from us. These will always be relevant to the Chalet and our bookings and we will never give your details to a third party. You are able to unsubscribe via email at any time.

**19. GOVERNING LAW AND JURISDICTION**

- 19.1 These conditions and any contract to which they apply shall be governed and construed in all respects by English law and shall be subject to the non-exclusive jurisdiction of the English courts.