

CHALET ANNA

TERMS AND CONDITIONS OF RENTAL

The following Terms and Conditions form the basis of your contract with Mrs Julia Lawson together with the corresponding booking/rental agreement, in relation to the rental of Chalet Anna, Zinal, Switzerland - for the period!

The cost as agreed for the period is inclusive of bed linen and indoor hand/bathing towels, all utility charges and a local tourist tax (tax de séjour).

In these Terms and Conditions, "you" and "your" means all persons named on the accompanying corresponding booking/rental agreement (including anyone who is added or substituted at a later date – please see section 5). "I" and "me" means Mrs Julia Lawson.

The above booking is made subject to the following terms and conditions.

1. Making your booking

Bookings can only be made by completing the booking/rental agreement form. This needs to be completed in full and returned to Mrs Julia Lawson, 34 Timber Lane, Woburn, Bedfordshire, MK17 9PL together with the required fee as indicated on the invoice. This is non refundable in the event of cancellation or failure to pay on time.

A binding contract between us comes into existence when we receive the signed booking/rental agreement which accompanies these terms and conditions. This contract and all matters arising out of it are governed by United Kingdom law. We both agree that any dispute arising out of or in connection with your stay will be dealt with by the Courts of United Kingdom.

2. Payment

An invoice accompanies this agreement. Please check this invoice carefully as soon as you receive it and contact me immediately if any information on this or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. I regret I can not accept any liability if I am not notified of any inaccuracies in any document within 5 working days of my sending it out. In order to confirm your stay, the amount(s) must be paid promptly on or before the date(s) indicated. If you have not paid in full and on time, or if the amount is not cleared into my bank account at least eight weeks in advance of your holiday, I reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 6 will be repayable. Our prices include a Tourist Tax which is payable locally in Switzerland. This is 2.5 Swiss Francs per adult per night and 1.25 Swiss Franc per child (6-16 years) per night. Children under 6 are free.

3. Security Deposit

A security deposit of £400 is required with your final balance as shown on the accompanying invoice. The security deposit is for costs related to any property/goods damage or service charges incurred by you or any member of your party. In the event that deductions from your security deposit will need to be made, you will be provided with a receipt as proof of charges to me. I will seek only to recover the same. If no deductions are required your security deposit will be refunded in full to you 14 days after your departure from the property. If the security deposit is insufficient to cover any damage caused or service charges incurred by you, you will be responsible for paying me any monies or additional monies required immediately on request from me.

Examples of deductions that will/may be applied include (but are not limited to):

£50 - £100 for additional cleaning required by our agents should the chalet not be left in the same condition of cleanliness and tidiness as found on your arrival. This may also include the cost of new bed linen in the event of stains and/or tears.

£40 – for each management call out charge as a result of a problem caused by you or any member of your party, or as a result of negligence or lack of initiative.

Up to £250 – recovery costs for breakages and damages and/or services required as a result of a problem caused by you/your party (such as plumbing for a blocked toilet).

4. Arrival and departure

Arrival time is 4pm on the first day of rental, and you agree to vacate the property by 10am on the agreed departure date.

5. Changes by you

If you wish to make any changes to your booking, you must notify me in writing or by email as soon as possible. Whilst I will endeavour to assist, I cannot guarantee I will be able to meet any such request and that an amendment fee may be payable together with any costs incurred by me. This may include additional guests. Please note that this booking is accepted by me based on the number of people named on the corresponding booking/rental form. If you wish to add additional guests during your stay at Chalet Anna please inform me immediately.

6. Cancellation by you

Should you need to cancel your stay once it has been confirmed, you must immediately advise me in writing or e-mail. As I incur costs from the time I confirm your booking and may be unable to re-sell your period of stay, the following cancellation charges will be payable.

Period before start of stay within which written/email notification of cancellation is received by us	Cancellation charge
more than 8 weeks	deposit only
less than 8 weeks	deposit + 20% of remaining balance
less than 6 weeks	deposit + 50% of remaining balance
less than 4 weeks	deposit + 60% of remaining balance
less than 3 weeks	deposit + 80% of remaining balance
less than 2 weeks	deposit + 100% of remaining balance

Depending on the reason for cancellation, you may be able to reclaim these charges under the terms of any insurance policy you may have. Claims must be made directly to the insurance company concerned.

7. Changes and cancellation by us

Only in extreme unforeseeable circumstances will there be a need for me to make changes to, or cancel, your booking after it has been confirmed. Such reasons may include damage or necessary maintenance to the property that deems it unsuitable or unsafe. In this most unlikely event, I will tell you as soon as possible. While your deposit and subsequent cleared payments will be refunded in full, I regret I cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. This may include insurance, travel costs, and any other accommodation or linked costs.

It is extremely unlikely that I may be forced by "force majeure" to change or terminate your stay after departure but before the scheduled end of your stay. In these Booking Conditions, "force majeure" means any event which I or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control. If this situation does occur, I regret I am unable to make any refunds, pay any compensation or meet any costs or expenses you incur as a result.

8. Insurance

I strongly recommend that you take out adequate travel insurance. Please read your policy details carefully. It is your responsibility to ensure that the insurance cover – including medical and travel - you purchase is adequate for your particular needs.

9. Our Liability to you

I understand my obligation to you is to provide a clean chalet suitably equipped and as described in my literature and website advertising. If on arrival, the property does not meet with this description you are requested to inform me immediately.

In booking Chalet Anna you understand that I will not be responsible for any injury, illness, death, loss (including loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- (a) the fault or negligence of the person(s) affected or any member(s) of their party or
- (b) the fault or negligence of a third party not connected with the provision of your accommodation by us which we could not have predicted or avoided or
- (c) an event or circumstance which could not have been predicted or avoided even after taking all reasonable care.

I endeavour to make Chalet Anna safe, but in booking the property you take on all responsibility for the welfare of yourself and your party members which may include young children, babies or people with disabilities.

On booking Chalet Anna you accept the condition of the property and its services. On arrival at the property, it is your responsibility to read the supplied chalet rules and guidance notes. These are

important as they contain emergency telephone numbers, details of utilities and important notices that include cautionary and safety procedures.

I will not be responsible where you do not enjoy your stay or suffer any problems because of a reason you did not tell me about when you booked your stay or where any problems you suffer did not result from any breach of my contract or other fault of myself or any losses, expenses, costs or other sum you have suffered relate to any business. Please note I cannot accept responsibility for any services that do not form part of our contract. This includes, for example, any additional services or facilities any other supplier agrees to provide for you. The Endeavour's I make to you about the accommodation I have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the accommodation in question had been properly provided. If the particular accommodation which gave rise to the claim or complaint complied with local laws and regulations applicable to those accommodation at the time, the accommodation will be treated as having been properly provided. This will be the case even if the accommodation did not comply with the laws and regulations of the UK which would have applied had that accommodation been provided in the UK.

10. Behaviour

I expect all guests to have consideration for other people. If in my reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to the property, or in any way damage the reputation and/or goodwill of me as owner, I am entitled, without prior notice, to terminate your stay. I will have no further responsibility and no refunds will be made nor will I pay any expenses or costs incurred as a result of the termination.

11. Special requests and medical problems

If you or any member of your party has any medical problem or disability that may affect your stay, please tell me before you confirm your booking so that I can advise as to the suitability of the chosen arrangements. In any event, you must give me full details in writing at the time of booking. If I reasonably feel unable to properly accommodate the particular needs of the person concerned, I must reserve the right to decline your booking or, if full details are not given at the time of booking, cancel when I become aware of these details.

12. Passports, visas and health requirements

It is your responsibility to ensure that you are in possession of all necessary travel and health documents (including Passports and Visas (where applicable) before departure). You must pay all costs incurred in obtaining such documentation. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to **or through** which you are intending to travel.

13. Prices and Website Accuracy

Please note that the information and prices shown on my website, my agents and various advertising websites and in any literature may have changed by the time you come to book your stay. Whilst every effort is made to ensure the accuracy of information and prices at the time of requesting the booking, regrettably errors do occasionally occur. You must therefore ensure you check all details of your stay (including the price) on your booking acceptance.

15. Complaints procedure

In the event of any problems at Chalet Anna you must contact me or my managing agent immediately. In the interim, you agree to do your best to resolve or minimise the problem in order to avoid any prejudices that could result. You are obliged to give me the time necessary to resolve the problem. Should there be no complaint supplied within a reasonable time frame, you forfeit your rights for a refund of the rental price, unless the terms of this contract have been breached. Complaints received at the end of the stay will not be taken into consideration and no refunds will be given.

Please note that Chalet Anna is not an official tourist structure, such as an hotel, but a private dwelling. Being such, there is no standard or categories that are internationally recognised, and the property reflects the architecture and furnishings, the local traditions and the personal taste of me the owner. Accordingly, you accept to take the property for the above rental period in the condition as us the owners do.

It has been your responsibility to read the above Terms and Conditions, and you agree by way of returning your booking/rental form that you have read and understood these and agree to abide by them as governed by UK law

The chalet is strictly non smoking.