

# CHALET AROLLA

## 1. Definitions

Chalet Arolla (the <<**Property**>>) is operated by JCJ Investments Ltd (<<**The company**>>) on behalf of the owner Mr R Meins (the <<**Owner**>>).

(The << **Party Leader**>>)

Lesley and Peter (The <<**Chalet Managers**>>)

The persons making the booking and signing the booking form, (hereafter to as 'you' or the <<**Party Leader**>>) accepts responsibility for all persons listed on the booking form (hereafter collectively referred to as the <<**Clients**>>)

The company is authorized to manage all booking and transactions associated with the rental of the property.

The Clients acknowledge and understand that the contract is between the Client and the Company

The above named Chalet Managers are authorized to act on behalf of the company with regard to the property.

The Party Leader is responsible for payment on behalf of the clients listed on the form and is also responsible for ensuring that all Clients have read and understood these booking terms and conditions.

## 2. Booking and Payments

Your booking will be reserved for an agreed period (normally 72 hours) to allow the Party Leader to sign and complete the booking form, and returned via email.

The contract is made on the date we confirm your booking (via email, with invoice and booking form subject to receiving the deposit or full balance). No official contract shall exist between the client and the company until the Chalet Arolla signed booking form, and appropriate payment has been received by the company.

We require a 25% deposit on bookings made more than 10 weeks before departure.

Payment of a deposit for the rental equaling 25% of the agreed rental price should be made to the companies' bank account with the balance being due no later than 10 weeks prior to arrival.

Where bookings are made within 10 weeks the full balance is due. ***Payment term are within 7 days of booking form and relevant invoices being sent out to the client.*** The week reserved will be held for this period until balance is received.

### Late payments

If payment is not received, after fair reminders by the company or payment is not received 14 days after due date, the company reserves the right to cancel the arrangements without

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further notice to the clients.

If the booking is made within 10 weeks of the commencement of the rental period, 100% of the rental price should be paid within 7 days.

25% Deposit Payment to be made to the company within 7 days of booking form and invoice being sent out and bank information been given.

Remaining balance payments to be made by the date specified

### **3. Security Deposit**

The party leader is required to pay a security deposit prior to the commencement of the rental period. This security deposit (£500) covers breakages and other claims that the company may need to make. In the event that a charge needs to be made, the Party Leader will be informed by the Chalet Managers. Neither the Chalet Managers nor the company make unnecessary or petty charges to the Clients, but they must have the facility to penalise if problems have been caused. The security deposit must be paid in (£) **at least 7 days before** (via PayPal preferred (or bank transfer) to the company commencement of the rental period, failure to pay the security deposit after fair reminders will put your booking at risk. Should no issues arise, the security deposit will be refunded in full, within 7 days via PayPal or cheque following the end of the rental period. If the security deposit is insufficient the Party Leader remains liable for any excess.

### **4. Arrival and Departure**

You may arrive at the property any time on the day of arrival however if it is before 4pm, please understand that the rooms may not all be ready and accessible. We are happy to offer luggage storage if you would like to arrive early and go out for the day, however we recommend an arrival time of 4pm onwards in order for everything to be ready for you. You must vacate your bedroom by 8.30am and leave the chalet by 11am, on the day of the departure, although if you have a later flight we are happy to store luggage for you until your departure.

### **5. Alteration or Cancellation by the Client**

A cancellation must be made in writing to the agent or to the Bookings Manager (Charlotte) if you booked direct and signed by the Party Leader on behalf of the group. Upon receipt of the cancellation the following charges will be applied:

<b>No of weeks before departure date:</b>	<b>Charge as % of total booking cost:</b>
More than 10 weeks	25% deposit paid
4 weeks or more but less than 10 weeks	60%
2 weeks or more but less than 4 weeks	90%
2 weeks or less	100%

The Company strongly recommends that the client have adequate travel insurance in place to cover these charges in case of cancellation.

### **6. Alteration or Cancellation by the Company**

It is highly unlikely that the Company will have to alter or cancel the confirmed booking but the company must reserve the right to do so. If the Company has to make a significant change you will be offered a full refund unless the alteration or cancellation is as a result of

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“Force Majeure”. The Company will not pay any compensation.

## **7. Force Majeure**

The Agent and Company regret they cannot accept liability or pay any compensation where the performance of their contractual obligations is prevented or affected by “force majeure”. In these booking conditions, “Force Majeure” mean any event, which the Agent or Company or the Supplier of Service (s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

## **8. Change in costs**

Once your booking is confirmed the Company guarantees that the cost of your accommodation will not change. This guarantee by the Company not to change accommodation prices does not cover changes made by you or members of your party that may add to the cost of your holiday. As some other services are provided by external contractors (eg. Ski hire, tourist tax, Lift passes), the company is unable to guarantee that the cost of these will not change either before or after confirming a booking.

## **9. Accuracy of Information**

The Company and its Agents do their best to ensure that the information on all websites, or given by letter or by word of mouth, is correct and it is always given in good faith. Regrettably, errors do occur and descriptions are subjective. If you notice anything you deem to be inaccurate, please contact your agent or email [Charlotte](#) (if you have booked directly.)

## **10. Behavior Breakage and Damage**

The Chalet Managers on behalf of the Company reserves the right to terminate without notice and liability the holiday of any of the Clients whose behaviour is such that it is likely to disrupt the enjoyment of others on holiday or those staying in the property, or cause damage to the property or any third party. The clients will also be liable to forfeit the damage deposit, if the Chalet Managers complaints from neighbours regarding unruly behaviour of the Clients or one of their guests. This is entirely at the discretion of the Chalet Managers on behalf of the company

The clients are liable for any breakage, damage or loss to the chalet accommodation and its contents whether breakage, damage or loss is accidental or deliberate. The company has the right to invoice the Clients or charge the clients security deposit for all breakages damages or losses that remain unpaid at the time of departure.

## **11. Personal Belongings**

The Company and the Agent are at no time help responsible for the loss or damage to the Clients personal items, including money. Personal items remain the sole responsibility of the Clients.

## **12. Client Responsibilities**

- i. The Clients will be responsible for maintaining the property, furniture and furnishings and equipment in the same state as at the commencement of the rental period, and will indemnify the landlord against any loss or damage caused by the Clients in excess of the security deposit referred to in Clause 3.
- ii. A final clean is included in the rental price, but the Clients undertake to leave the property in a reasonable state of order and cleanliness.
- iii. The client will if necessary without delay report to the Chalet Managers any defects in the property or breakdown in equipment machinery or appliances in or on the

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property and arrangements will be made for repair or replacement as soon as reasonably possible. Whilst the company and Chalet Managers use their best endeavors to ensure that all of the equipment at the property is in working order, the company and Chalet Managers cannot be held liable for any issues with equipment during the clients stay at the property.

- iv. The Client accepts that the Chalet Managers live on site at the property.
- v. The Client accepts responsibility for the behavior and welfare of any children in the Clients party. Every Effort is made to ensure safety in the Property, but any Clients taking children on holiday do so at their own risk. *Please note Families are warmly welcomed at Chalet Arolla, however due to the number of stone staircases, that do not have child gates, we advise that families with babies or very small children may possibly find the chalet unsuitable.*
- vi. Pets enquiries are treated on an individual basis please enquire: However Standard conditions when bringing dogs along include:
  - *dogs are definitely not allowed to sleep /be in bedrooms, they are required to sleep in the boot room which is heated,*
  - *Dogs are semi well behaved (there is an underlying understanding that dogs can be unpredictable)*
  - *Dogs would preferably not be allowed all over sofas/furniture ect (obviously we know dogs aren't always predictable )*
  - *The occupant would sign extra terms and conditions stating that they are happy to pay a 150-200 euro extra cleaning fee as having a dog in a chalet requires a more thorough clean on leaving.*
- vii. The property is a non-smoking property. We therefore ask that smoking takes place outside the property, or on the balcony where ashtrays will be provided.
- viii. Only logs may be burnt on the fire. No household rubbish or any other items should be placed on the fire. At Chalet Arolla we light candles for atmosphere, the client takes responsibility for blowing out the candles when they finish with the lounge and for putting the fireguard up to ensure fire safety.
- ix. The maximum occupancy permissible at the Property is 10. Number of occupants in excess of this, is not accepted under any circumstance, without express permission of the company. Extra occupancy with permission of the company will result in an extra charge which will be decided by each individual case. Violation of this clause will result in immediate termination of your rental and forfeiture of all payments.
- x. As part of our service we provide a Chauffeur service to and from the slopes between 8.30am-10am and 16.30-18.30. This service is contracted out to a third party company. The Clients accept this service at their own risk.

### **13. Complaints**

In spite of best efforts, the company and Chalet Managers recognize problems sometimes do occur. If you have a complaint please inform the Chalet Managers immediately in order that they have an opportunity to rectify the problem, ensuring only minimal disruption to your holiday.

### **13. Liability**

The Company and Chalet Managers will not be liable to the Clients or their guests for any injury, illness, death, damage, expense, cost or other sum or claim of any description whatsoever other than death or personal injury arising as a direct consequence of the negligence of the company

### **14. Insurance**

It is a condition of us accepting your booking that all members of your travelling party have adequate travel insurance cover for your holiday. Please ensure you have your documents

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with you when travelling, as they will be required immediately in the event of any incident.

### **15. Passports and Visas**

All Clients must be in a possession of a valid passport along with the necessary visas (if applicable) to allow entry in to Switzerland (Geneva) / France. Any costs or fines incurred due to failing to meet such requirements will be the sole responsibility of the Clients.

### **16. Special Request**

If you have any special requests, please clearly note these on your booking form or if after booking please get in touch with our Chalet Managers who will do their best to meet your requirements. If we undertake to pass on requests to suppliers or other service providers (e.g. ski schools) we cannot guarantee such requests will be met even if we have confirmed that they have been passed on.

### **17. Local Taxes**

The local commune charges a tourist tax for all those aged 13 and over. This tax is included in your holiday price.

### **18. Governing Law**

This contract is subject to British Law. Should a dispute arise relating to the rental of the Property, the courts of Britain shall have exclusive jurisdiction.