

CHALET AROLLA

1. Definitions

Chalet Arolla (the <<Property>>) is owned by Mr R Meins (the <<Owner>>)

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

Jo Eales and Greg Raulin (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 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. The above named Chalet Managers are authorized to act on behalf of the Owner with regard to the property. The Clients acknowledge and understand that the contract is between the Clients and the Owner.

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 Owner until the Chalet Arolla signed booking form, and appropriate payment has been received by the owner

We require a 25% deposit on bookings made more than 10 weeks before departure, this is non refundable.

Payment of a deposit for the rental equaling 25% of the agreed rental price should be paid *within 72 hours* of booking form and invoice being sent out.

The remaining balance is due no later than 10 weeks prior to arrival, we will inform you of the date the remaining balance is due on receipt of deposit.

Where bookings are made with less than 10 weeks till departure the full balance is due *within 72 hours* of booking form and invoice being sent out and bank information been given.

Payment terms are within 72 hours 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 the booking is made within 10 weeks of the commencement of the rental period, 100% of the rental price

25% Deposit Payment to be made to the Owner *within 72 hours* of booking form and invoice being sent out and bank information been given. If deposit has not been received within this time after fair reminders the owner has the right to put the week back on the open market without prior notice

Remaining balance payments to be made by the date specified

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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 Owner 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 Owner 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 or bank transfer to the Owner) 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/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

Arrival time from 4pm onwards, this is in order for everything to be ready for you.. We are happy to offer luggage storage from earlier in the day if you would like to arrive early and go out for the day. 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

Please see our separate COVID 19 Cancellation terms

A cancellation must be made in writing to the agent or us directly 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:

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

The Owner 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 Owner

It is highly unlikely that the Owner will have to alter or cancel the confirmed booking but the Owner must reserve the right to do so. If the Owner has to make a significant change you will be offered a full refund unless the alteration or cancellation is as a result of "Force Majeure". The Owner will not pay any compensation.

7. Force Majeure

Please see our separate cancellation terms relating to COVID 19 for season 20/21

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The Agent and Owner 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 Owner 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. COVID 19 terms and conditions 20/21 season **Refunds and terms**

These terms relate to cancellation of booking due to COVID-19 where the client is not able to travel because of FCO restriction or similar:

- 30 days or more before travel -75% monetary refund
- 30 days or less-100% credit note to use within 12 months of travel date

Notifications of cancellations to be email to charlotte@formulapromotions.co.uk we have the right to ask the relevant evidence if required.

Covid 19 Reasons and scenarios definitions:

1. French National or Local Government has introduced local or general lockdown measures that result in us being unable to operate as a business In Meribel.
2. Closure of French borders
3. Closure of Party leader departure country borders
4. Closure of Swiss borders (preventing transit to France)
5. UK FCDO (or party leader departure countries equivalent foreign office) advises Against all non-essential travel to France
6. Party Leader home country requires a mandatory quarantine period on your return.

This does not include a quarantine period on return due to a positive COVID-19 test.

7. Party Leader country introduces local lockdown measures preventing the party leader from leaving the local area-
8. French National or Local Government introduces obligatory quarantine measures for guests arriving into France and/or Meribel.

Please note:

Provided that Chalet Arolla is "open for business" and can fulfil its contractual obligations, we do not accept any liability or responsibility to issue refunds, reimburse or offer credit vouchers and will not pay any other compensation outside our standard cancellation terms in the event that:

- *You cancel your holiday, or you decide not to travel because of COVID-19. This includes, but is not limited to you choosing not to travel because of COVID-19 related concerns, being unable to travel because of restrictions imposed on your travel provider, cancellations by your travel provider.eg. Flight, ferry or tunnel ticket cancellations or showing symptoms and self-isolating before travelling due to COVID-19.*

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- *If you develop symptoms of COVID-19 whilst on holiday and decide to self-isolate, Chalet Arolla does not accept liability or responsibility to provide you with accommodation beyond your contracted holiday dates.*

The above terms and conditions may be subject to change in accordance with any new information received concerning the COVID-19 virus

9. Accuracy of Information

The Owner 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. COVID 19 CLEANING AND SAFETY MEASURES

We have implemented additional measures to give you further peace of mind when you stay at Chalet Arolla. We want you to feel safe and secure. When enjoying your holiday.

We are taking extra precautions to disinfect all high contact and touch points such as door handles, taps, light switches, remote controls, keypads, and knobs, all in addition to our usual cleaning regimes. We will undertake an enhanced clean before and after every rental week.

11. Behavior Breakeage and Damage

The Chalet Managers on behalf of the Owner 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 Owners.

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 Owner 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.

12. Personal Belongings

The Owner 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.

13. 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 property and arrangements will be made for repair or replacement as soon as

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reasonably possible. Whilst the Owner and Chalet Managers use their best endeavors to ensure that all of the equipment at the property is in working order, the Owner 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 behaviour 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 Owner. Extra occupancy with permission of the owner 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 (Meribel only between 8.30am-10am and 16.30-18.30, (NB NOT included on arrival and departure day). This service is contracted out to a third party company. The third party company has the relevant insurance to provide the service.
- xi. The Clients accept this service at their own risk.

14. Complaints

In spite of best efforts, the Owner 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.

15. Your Privacy

We will only use the details you give us to ensure you have the best holiday you can, your booking form will only be used in relation to your booking and will not be shared with any outside parties that we don't ask your permission to share with. For example: by ordering ski passes to the chalet with us you give us permission to share specific information with the ski pass company e.g. names and DOB of the party, this is the same with ski and boot hire.

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16. Liability

The Owner 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 Owner.

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

18. 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.

19. 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.

20. Local Taxes

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

21. 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.