

CHALET CLARE TERMS AND CONDITIONS

When you book Chalet Clare, you agree to the terms and conditions stated here. Please ensure that you read them.

I. Definitions and Interpretations

In these Booking Conditions "The Owner" shall mean **Mr. Richard Bancroft**, whose address is Moorcourt Farm, Moorside, Sturminster Newton, Dorset DT10 1HH, or his Agent **Alison Kington**, same address.

The details of The Owner, Owner's Agent and the Chalet Caretaker, based in Les Crosets, are provided at the end of this document.

The Client shall mean the person in whose name the booking is made and shall include the person or persons on whose behalf the same is made.

"Force Majeure" shall mean any event outside the Owner's control which prevents the Owner's prompt performance of his obligations, including war or threat of war, riot, civil strife, industrial disputes, terrorist activity, natural disaster, fire, epidemic, outbreaks of illness, or adverse weather conditions.

2. Payment and confirmation

Booking and Deposit

When you book a holiday you must complete, sign and return a booking form and make the 20% booking deposit as advised (or full amount if the booking is made after 31st October prior to date of departure).

When you make a booking you are confirming that you understand and have accepted the Terms and Conditions on behalf of yourself and all members of your party. A contract will be made once your payment is accepted, whether or not your signed booking form has been received. A confirmation invoice will then be issued.

A holiday booking is made between The Owner and the signatory on the booking form (you). The signatory must be over 18 years of age. This is the sole person that The Owner will take instruction from, or enter into dialogue or correspondence with, in respect of any booking arrangements or subsequent issues relating to the booking. All bookings made are subject to the conditions set out below. The deposit shall only be refundable in accordance with Booking Conditions No. 7 or 8. The Owner has the right to refuse to accept any bookings at The Owner's discretion, refunding any payments received.

Terms of Payment

The full balance of the holiday price, plus the damage deposit, must be paid by 31st October prior to your stay. If you book after 31st October the full rental and damage

deposit are due within 5 days of booking request. The Owner has the right to send the Client a supplementary invoice to cover any of the subsequent charges which Booking Condition No. 4 allows The Owner to pass on to the Client rather than absorb them.

The Owner reserves the right to treat the booking as cancelled if any part of the balance of the holiday price remains unpaid by the due date.

If cancelled, the cancellation terms as per Booking Condition No. 9 will apply.

The client who signed the booking form shall be liable for full payment for all passengers to whom the form applies and for any other. For bookings made within 6 weeks of departure full payment for the holiday must be made immediately to confirm your reservation.

3. Prices

The Owner reserves the right to increase or decrease prices at any time prior to booking and you will be informed of the up to date price of your chosen holiday before you book. The charges which make up the total holiday price specified in the confirmation invoice are calculated on the basis of costs as set out in the table of rental tariffs.

No surcharge guarantee

The price of your holiday is fully guaranteed and will not be subject to any surcharges. The prices listed are in Pounds Sterling (£), Euros (€) and Swiss Francs (CHF).

4. Damage deposit for chalet bookings

The Owner will be entitled to recover the cost of any damage caused, missing items, or outstanding monies owed by any member of your group. You agree to pay for any damage caused to chalet, equipment or outstanding payments by means of the damage deposit.

This damage deposit will be held for 30 days after your departure date from the chalet. This deposit is fully refundable. However, if you have caused any loss or damage to anything in the chalet or to the structure of the chalet the cost of replacement or repair will be taken out of your damage deposit before you are refunded. If the repair/replacement costs exceed the amount of your damage deposit you will be liable for the remaining repair costs and will be charged for these accordingly. If you have any outstanding payments such as holiday extras bills these too will be deducted from the deposit before it is returned to you. The Owner accepts no responsibility for the action of its clients and shall not be held liable for any claim made against them (or as a result of their actions) by a third party.

The owner will not charge for the first CHF50 of damages. Damages shall be assessed by the Chalet Caretaker immediately on departure of the client.

5. Your responsibilities

a) As part of this contract you hereby agree to guarantee payment for any chargeable services requested by any member of your group both before and during your holiday.

b) Please treat the chalet and all of The Owner's property with care and respect. Behaviour deemed unacceptable by The Owner will result in the termination of your holiday and you shall have no right to a refund for your holiday or any expenses incurred as a result of the termination.

6. Alterations by The Owner

i) The arrangements featured in this brochure are planned many months in advance and amendments do occasionally become inevitable. In the majority of cases such changes would be considered by The Owner to be minor, in which case the Company shall have absolute discretion as to whether the Client is or is not notified.

ii) If a change which The Owner considers to be major becomes necessary, The Owner will inform the Client as soon as is reasonably possible if there is time before departure.

You will have the choice of either accepting the change of arrangements or cancelling your holiday booked and receiving a full refund of all monies paid.

7. Cancellation by The Owner.

The Owner has the right to cancel a Client's holiday in the following circumstances:

a) At any time owing to Force Majeure, in which case The Owner shall refund all monies paid by the Client in respect of the arrangements showing on The Owner's confirmation invoice within 30 days.

b) At the due date if the Client has failed to pay the full balance of the holiday price in accordance with Booking Condition No. 2, in which case cancellation charges as per Booking Condition No. 9 will apply.

c) At any time, in The Owner's discretion, in which case The Owner shall make the offer or refund as mentioned in paragraph (a) above.

8. Alterations by the Client

a) Any request for changes must be in writing from the person who made the booking. Save as set out in (iv) below, changes cannot be made within 42 days of departure and any such request will be subject to the cancellation charges set out in Clause 9.

b) If a Client chooses to change their booking by transferring it to another person, The Owner will arrange for such a transfer, provided that: i) The reason for the transfer of the booking is that the Client is prevented from traveling. In this event the Client will need to provide documentary proof (such as a doctor's certificate) of the reason before The Owner will authorise a transfer and; ii) The Client or the transferee, pays any balance due before the transfer is authorised by The Owner and; iii) The transferee meets all conditions of the holiday originally booked; iv) The request for a transfer is sent to us in writing 30 days before departure together with full details of the transferee, documentary proof (as outlined in (i) above).

c) If a Client chooses to modify or abandon the arrangements after commencement of the holiday (e.g. change accommodation or the duration of the stay), they will be deemed to be breaking their contract with The Owner and The Owner cannot accept liability for any loss, damage or additional expenses resulting there from and no refunds for unutilised services or arrangements will be made unless The Owner is at fault and has been given the opportunity to rectify the problem.

9. Cancellation by the Client.

All cancellations by the Client must be in writing from the person who made the booking, either by Royal Mail special delivery (signature required), email or facsimile. Cancellation applies only from the date of receipt by The Owner of the cancellation notification. If the cancellation notification is received 60 days or more before the departure date, only the booking deposit is forfeit, plus any costs incurred by The Owner for non-refundable or non-changeable reservations. Thereafter, the following percentage of the total holiday price will be payable as a cancellation charge by the Client:

Between 45 – 60 days before departure	50%
Between 30 – 44 days before departure	75%
Less than 30 days before departure	100%

Cancellation charges also apply to partial cancellations (e.g. where a Client books for two weeks but amends to one week. In this case, cancellation charges would apply to the second cancelled week). In the event of a cancellation charge arising under this clause the amount due must be paid by the Client to The Owner within 7 days of the charge arising, notwithstanding the fact that the Client's holiday insurance policy may cover the cancellation charge.

It is the Client's responsibility to claim any insurance monies due as The Owner cannot claim on behalf of the Client. If a Client wishes to change or part cancel accommodation, dates or names of the party, we will endeavour to secure such a change provided the Client pays all costs incurred by The Owner.

10. Chalet facilities

Guests in Chalet Clare use **all** chalet facilities at their own risk and The Owner can accept no responsibility for accidents/injuries sustained while using the facilities. Children must be supervised at all times. Point **10** applies to the use of the sauna/steam room, balconies, hot water using appliances, all electrical items, all kitchen utensils and knives, and all sharp objects, in Chalet Clare.

11. Check in and check out times

Check in is not before **4pm** on day of arrival and check out is not after **9am** on day of departure, unless agreed in writing at time of booking.

12. Insurance.

The Owner reserves the right to refuse to accept bookings from clients who are not adequately insured against holiday risks. Clients must provide evidence of adequate insurance provision. This documentation must be emailed, or posted via special delivery (requiring a signature), to The Owner 2 weeks before departure.

13. Liability of The Owner

a) The Owner accepts responsibility for ensuring the holiday which the Client books is supplied as described on the website. If any part is not provided as contracted, we will pay the client the appropriate compensation if this has affected the enjoyment of the holiday, unless there has been no fault on the part of The Owner and his agents. However, please bear in mind that local standards will not be the same as the UK and it is not always within our control to impose such standards. The Owner does not accept liability for any disappointment which the client may feel as a result of unrealistic expectations. We do limit the level of our liability to a refund of the cost of the holiday. The limit does not apply to injury, illness or death.

b) Any claims made pursuant to (a) above, must be notified to The Owner within 30 days of return from holiday and shall be subject to English law. The Client must assign to The Owner all rights against any party to the claim and must give The Owner and his insurers full assistance in claiming against such party.

c) The Owner shall not be liable for any noise, nuisance or disturbance arising outside the property rented under this contract caused by third parties beyond the control of The Owner. The Owner shall, however, make every effort to minimise such noise, nuisance or disturbance and forewarn the client if The Owner has knowledge of this.

14. Photographs.

These are intended to give an overall impression rather than exact details of Chalet Clare. The Owner is not liable for any items of furniture or chattels, which appear in the photographs, which may have been changed or removed from the property and any aspects of the property environment which may have changed since the photographs were taken.

15. Disputes

a) Any dispute or complaint which Clients may have concerning their holiday arrangements, must be reported immediately by telephone, followed in writing to The Owner and/or his agent either immediately if urgent, or within 48 hours of the complaint or dissatisfaction arising. If a Client fails to follow this procedure The Owner and his agent will have been

deprived of the opportunity to investigate and rectify any complaint whilst Clients were in resort and this will affect a Client's rights under this contract.

b) Any complaint which cannot be satisfactorily resolved in the resort must be reported in writing to The Owner and/or his agent within 28 days of the Client's return from holiday. Upon receipt of a client's letter, The Owner and/or his agent will acknowledge it, investigate the points raised, and reply within 28 days. If this is not possible, The Owner and/or his agent will send an interim letter, advising of progress.

c) This contract is governed by English law and both parties shall submit to the jurisdiction of English courts. You may however choose the jurisdiction of Scotland or Northern Ireland if that is where you live.

d) We reserve the right in our absolute discretion to terminate or curtail your holiday if your behaviour is likely, in our reasonable opinion or that of our agents, to cause distress, damage, annoyance and danger to our agents or to any third party, or their property. If you are prevented from travelling or have to return home early for this reason, The Owner will have no further responsibility for your holiday, including any arrangements for your return home. The Owner will impose full cancellation charges and will not give any refunds. Furthermore, The Owner will be under no obligation to pay you compensation or cover any costs which you may incur as a result of having to make alternative arrangements.

16. General.

The facilities, local prices and amenities mentioned in this brochure are shown in good faith as generally being available at the time of writing [Winter 2011/2012].

Should local prices vary, or facilities not be available at certain times as a result of weather conditions, lack of support, etc., The Owner cannot accept responsibility.

General disclaimer

This booklet of Terms & Conditions and any images/ descriptions within the brochure itself are for reference purposes only. The booking conditions and any matters arising from them are subject to and governed by English law. To the best of The Owner and his agent's knowledge, all details on the Chalet Clare website were accurate at the time of writing (1st August 2011).

The Owner

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1HH

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The Owner's Agent

Alison Kington

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The Chalet Caretaker:

Madame Valerie Trombert

Lives in Les Crosets at entrance to lane up to chalet

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