

## **SIXT ALPINE CHALET – Terms & Conditions (Self Catered)**

These conditions should be read before you sign the booking form, and form the basis of your contract with Sixt Alpine Chalet. Please read them carefully as they set out our respective rights and obligations. In these booking conditions ‘you’ refers to the party leader on the booking form, who must be at least 18 years of age. ‘We’ means Sixt Alpine Chalet. A binding contract exists between Sixt Alpine Chalet and the party leader when we have received your booking form, and relevant payment, and when a confirmation invoice has been sent by us to you. This contract is governed by English Law. We and you agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday will be dealt with by the courts of England and Wales.

### **PAYMENT**

If payment is not received in full and on time, we reserve the right to treat the booking as cancelled by you. In this case, the cancellation charges as set out in the paragraph ‘Cancellation by you’ will be payable. Payment can be made by cheque (UK bank or building society) or by BACS. If any cheque is dishonoured, we reserve the right to recoup any charges we incur as a result.

### **DAMAGE & CLEANING DEPOSIT**

In order to confirm your booking, we require a deposit to the value of **25% of the total booking value**. In addition, we require a **£300 security bond** to be paid at the time of the final balance. This is repaid to you via a cheque within 2 weeks after your departure date, subject to a satisfactory inspection of the chalet.

Please note: If the chalet is left as found we have the right to deduct an appropriate amount to cover the cost of additional cleaning.

### **TRAVEL INSURANCE**

It is a condition of booking that you have an adequate travel insurance policy in place covering you and all members of your party for the duration of your booking. In the event of an 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. Please read your policy details carefully. It is your responsibility to ensure that your insurance cover is adequate for the particular needs of you and your party.

### **RESORT PRICES**

Any prices given for activities, equipment hire, instruction and ski passes displayed on our website or on any documentation provided by us, were as accurate as possible at the time of going to press. We cannot however accept responsibility for any variation between that time and the date of your holiday.

### **CHANGES BY YOU**

If you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee that we will be able to meet any such requests. Where we can meet a request, an amendment fee of £15 per booking form may be payable providing that we receive the request at least 56 days before departure. Request to change all names on a booking received at any time and request to make any other change received less than 30 days before departure (except as set out below) will be treated as a cancellation of the booking. The cancellation charges set out in the paragraph 'Cancellation by You' will then be payable. If you or any member of your party are prevented from travelling, that person may transfer their place on the booking to someone else (introduced by you) provided we are notified not less than 14 days before departure and paid an amendment fee of £15 per person together with all costs we incur and/or our suppliers incur as a result.

## **CANCELLATION BY YOU**

Should you need to cancel your booking, we must be notified in writing by the party leader who signed the Booking Form. Your notice of cancellation will only be effective when it is received in writing by us at Sixt Alpine Chalet by either post or e-mail.

Notification Prior to Departure Cancellation Charge;

\* More than 8 weeks Deposit \* Within 8 weeks 50% \* Within 4 weeks 75% \* 2 weeks or less 100%

Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling. Depending on the reason for cancelling, you may be able to reclaim these cancellation charges (less any applicable excess) from your insurance company. You must, however, pay the cancellation charges due to us first. We reserve the right to re-sell any part of a cancelled holiday and this does not affect our right to levy cancellation fees.

## **CHANGES & CANCELLATION BY SIXT ALPINE CHALET**

We reserve the right to make minor alterations to brochure, website and holiday details before and after bookings have been confirmed. In the case of a minor or significant alteration being made we will advise you at the earliest possible date.

In the event of a significant alteration, you may accept it or cancel your holiday and receive a full refund. Sixt Alpine Chalet will pay no compensation. Very occasionally, it may be necessary for us to cancel a confirmed holiday. We must reserve the right to do so. If we do so you will receive a full refund of all monies paid. We accept no legal liability and will pay no compensation. Very rarely, we may be forced to curtail your holiday after the date of departure where circumstances amounting to 'Force Majeure' occur as described below. In this very unusual situation, we regret we cannot make any refunds (except where refunds are available from a supplier), meet any costs or expenses you may incur as a result or pay any compensation.

## **FORCE MAJEURE**

We regret we cannot accept any liability or pay any compensation where the performance of our contractual obligations is prevented or affected by 'Force Majeure'. In these booking conditions, 'Force Majeure' means any event, which we 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, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

## **OUR LIABILITY**

We accept responsibility for ensuring that all parts of our contract with you are properly performed subject to the following exceptions. We cannot accept liability where any failure to perform or improper performance, was due to:

\* The act(s) and/or omission(s) of the person(s) affected or any member(s) of their party, or \* Those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or an event which either ourselves or the supplier of the services in question could not have foreseen or forestalled even with all due care. In the event of any liability being accepted, we shall not be liable for more than the cost of the accommodation booked through Sixt Alpine Chalet.

## **CLIENT LIABILITY**

When you book a holiday with us, you accept responsibility for any loss or damage caused by you or any member of your party. Full payment of any such loss or damage must be made at the time to ourselves or the third party concerned.

If you fail to do so, you must indemnify us against any claims (including legal costs) made against us as a result of your actions. We expect all clients to have respect for other people. If in our reasonable opinion you or any member of your party behaves in such a way as to cause or to be likely to cause distress, danger or annoyance to any third party, (including other clients and staff) or damage to property, we reserve the right to terminate the holiday of the person concerned without notice. In this situation, our responsibilities towards that person (including any return transport arrangements) will immediately cease and we will not be responsible for meeting any costs or expenses they may incur as a result. We will not make any refunds or pay any compensation to the individual involved or to members of his/her party or associates wishing to curtail their holiday as a result.

## **COMPLAINTS**

If you have any complaint, or any suggestion as to how we might improve our service, please raise it during your stay, or write to us at the address below.

## **CHILDREN**

You must inform us if there are children (aged 15 or under) in your party and give us their dates of birth. Please be aware that the chalet is in a rural position and as such extra care should be taken with younger children.

## **BEHAVIOUR**

You undertake to behave in such a manner as not to disrupt the enjoyment of others, whilst at your accommodation. The holiday of any person in breach of the clause may be terminated immediately and we will have no further contractual obligations towards him/her or them. In addition, we reserve the right to recover in the resort the cost (or estimated cost) of any loss, damage or breakage caused by you. In all cases, the party leader will be held responsible for the behaviour of all members of their party and any costs incurred by them in the event of loss, damage or breakage. We cannot accept responsibility for the actions of any clients or be held liable for any claims made against them.

## **PASSPORTS, VISA & HEALTH REQUIREMENTS**

We cannot accept any liability if you are refused entry onto a flight or into any country due to failure on your part to carry the correct passport, visa or other documents required by any airline or authority. Requirements may change and you should check the up-to-date position with the Passport Office and your doctor in good time before departure.

## **SMOKING**

Please note that the chalet is a non-smoking chalet.