

BOOKING FORM & TERMS AND CONDITIONS

CHALET ALPAGE, RESIDENCE PISTE ROUGE, GRIMENTZ 3961

SWITZERLAND

THE FOLLOWING BOOKING FORM AND TERMS AND CONDITIONS, FORM THE BASIS OF THE RENTAL CONTRACT FOR CHALET ALPAGE, RESIDENCE PISTE ROUGE PLEASE READ THEM CAREFULLY AS THEY SET OUT OUR RESPECTIVE RIGHTS AND OBLIGATIONS.

1 Definitions

Chalet Alpage (Piste Rouge, apartment number 15) (the « **Property** ») is owned by Christopher Byrne, (the « **Owner** »)

Chalet Alpage is managed by :-

Valet d'Annivers Sàrl, (the « **Agent** »), Lo Tzardon, Route de Moiry, 3961-Grimentz.

Tel:UK +44 (0)207 193 9035

Tel: Switserland +41 (0) 76 712 10 50

Email :- info@valetdanniviers.com

www.valetdanniviers.com

The person making the booking and signing the booking form (hereafter referred 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 Agent is authorised 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 Payment

Your booking will be reserved for an agreed period (normally 48 hours) to allow the Party Leader to complete the booking form, sign acceptance of the terms and conditions, return them to the Agent, by email, fax or registered priority post and to make payment for the rental.

Payment of a deposit for the rental equalling 50% of the agreed rental price should be made to the Agents bank account, with the balance being due no later than 8 weeks prior to arrival. If payment is not received by the due date the Owner or the Agent reserve the right to cancel the arrangements without further notice to the Clients.

If the booking is made within 8 weeks of the commencement of the rental period, 100% of the rental price should be paid.

Payments may be made by credit card / debit card or Paypal via the Agent's website, (subject to a surcharge of 3.9%), or by bank transfer direct to the Agents' Swiss franc or sterling bank account (details below). Any bank charges levied for foreign transfers or cheque payments are at the Clients cost.

Swiss Franc Account

Bank : Credit Suisse, CH-8070, Zurich
Account name : Valet d'Anniviers Sàrl
Account number : 145211-31-1
BIC / Swift Code : CRESCHZZ80A
Clearing no. : 4835
IBAN : CH86 0483 5014 5211 3100 1

Sterling Account

Bank : Credit Suisse, CH-8070, Zurich
Account name : Valet d'Anniviers Sàrl
Account number : 145211-32
BIC / Swift Code : CRESCHZZ39L
Clearing no. : 4835
IBAN : CH79 0483 5014 5211 3200 0

No contract shall exist between the Clients and the Owner until the booking form, terms and conditions and appropriate payment has been received by the Agent.

The booking must be confirmed on a Chalet Alpage booking form, which will include your booking dates, information required for filing of your tourist taxes (the Agent will advise you if these taxes are not included in your rental price), plus any details of any other services required by the party. The booking form must include details of the person acting as the Party Leader (who must be at least 18 years of age), who must sign acceptance of these booking conditions on behalf of all members of the party. The Party Leader will be responsible for all payments due in respect of the arrangements purchased.

3. Security Deposit

The Party Leader is required to pay a security deposit prior to the commencement of the rental period. This security deposit (value CHF 2000), covers breakages and other claims that the Owner or Agent need to make. In the event that a charge needs to be made, the Party Leader will be informed by the Agent. Neither the Agent 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 can be paid in CHF by credit card 7 days before the commencement of the rental period using the Agents website (http://valetdanniviers.com/acatalog/Miscellaneous_payments.html) or in cash at check in. Should no issues arise, the credit card deposit will be refunded in full, at the exchange rate prevailing on the day, (including the credit charges incurred using the Agents website), within 7 days following the end of the rental period. Cash security deposits will be returned at checkout following the "all clear". If a charge on the security deposit is required, any surplus is refunded by the Agent when the matter has been resolved. If the security deposit is insufficient the Party Leader remains liable for any excess.

4. Arrival and Departure

You may arrive at the chalet from 4pm on the day of arrival and you must vacate by 10am on the day of departure.

5 Alteration or Cancellation by the Clients

A cancellation must be made in writing to the Agent and signed by the Party Leader on behalf of the group. If the cancellation is made more than 8 weeks before arrival then the Clients will forfeit the 50% deposit. If a cancellation is made within 8 weeks of arrival the following cancellation fees are applicable from the total cost of the holiday;

4 to 8 weeks 75%,

0 to 4 weeks 100%.

The Owner strongly recommends that the Clients 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

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' means any event, which the Agent or Owner 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.

8 Changes in costs

Once your booking is confirmed, the Owner guarantees that the cost of your accommodation will not change. This guarantee by the Owner 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 (e.g. ski hire, tourist tax, lift passes), the Owner is unable to guarantee that the cost of these will not change either before or after confirming a booking.

9 Accuracy of Information

The Owner and its Agent do their best to ensure that the information on our websites, or given by letter or by word of mouth, is correct and it is always given in good faith and in the belief that it is true. Regrettably, errors do occur and descriptions are subjective. The Owner and its Agent will not be held liable for any errors or omissions. If you notice anything you deem to be inaccurate, please contact our Agent.

10 Behaviour , Breakage & Damage

The Agent 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 the building in which the Property is located), or cause damage to the Property or any third party. The Clients will also be liable to forfeit the security deposit, if the Agent or Owner receive complaints from neighbours regarding unruly behaviour of the Clients or their guests. This is entirely at the discretion of the Agent on behalf of the Owner.

The Clients are liable for any breakage, damage or loss to the Property and its contents or to the common parts, whether the breakage, damage or loss is accidental or deliberate. The Agent has the right to invoice the Clients or charge the Clients for all breakages, damages or losses that remain unpaid at time of departure.

11 Personal belongings

The Owner and the Agent are not responsible for the loss or damage to the Clients personal items, including money. Personal items remain the sole responsibility of the Clients. A safe is available for use by Clients.

12 Clients Responsibilities

i) i) The Clients will be responsible for maintaining the Property, furniture, finishings and equipment in the same state as at the commencement of the rental period, and the Party Leader indemnifies the Owner 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, for example disposing of all rubbish and recycling on departure. Extra cleaning by the cleaning staff over and above what is usual on the day of departure will be charged for, and deducted from the security deposit.

iii) The Clients will without delay report to the Agent any defects in the property or breakdown in the equipment, machinery or appliances in or on the property, and arrangements will be made for repair or replacement as soon as reasonably possible. Whilst the Agent and the Owner use their best endeavours

to ensure that all of the equipment at the Property is in working order, neither the Agent nor the Owner can be held liable for any issues with the equipment during the Clients stay at the Property.

iv) The Clients will allow maintenance personnel, cleaning staff and the Agent reasonable access to the Property.

v) The Clients accept responsibility for the behaviour and welfare of any children in the Client's party. Every effort is made to ensure safety in the Property, but any Clients taking children on holiday do so at their own risk.

vi) Pets are not accepted in the Property.

vii) The Property is a non-smoking property. We therefore ask that smoking takes place outside the Property and all associated waste cleaned up. You agree that the security deposit will be forfeited if this condition is breached.

viii) Only logs may be burned on the fire and, after the fire is lit, the glass fire door should be kept closed at all times. No household rubbish or any other item should be placed on the fire. No candles or any other item which has an open flame may be burned in or near the chalet as this constitutes a fire hazard.

ix) The maximum occupancy permissible at the Property is 8 (plus, by prior agreement, babies, for whom cots can be provided). Numbers of occupants in excess of this, subletting or sharing of the property is not permitted under any circumstances, without express permission in writing of the Agent or Owner. Violation of this clause will result in immediate termination of your rental, and forfeiture of all payments.

x) The Clients are responsible for the safe return of all keys of the Property. Should any keys be lost during your stay, please inform the Agent immediately. Clients will be charged CHF100 for each key not returned at the end of the rental period.

13 Complaints

In spite of best efforts, the Owner and Agent recognise that problems sometimes do occur. If you have a complaint please inform the Agent immediately in order that they have an opportunity to rectify the problem, ensuring only minimal disruption to your holiday. If you feel your complaint has not been dealt with in a satisfactory manner, it must be followed by a formal letter of complaint, received by the Owner and the Agent within 4 weeks of your departure date.

14 Liability

The Owner and Agent will not be liable to the Clients or their guests for any injury, illness, death, loss (for example loss of enjoyment), 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 or the Agent.

15 Insurance

It is a condition of our 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 incidents.

16 Visas and passports

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

17 Special requests.

If you have any special requests, please clearly note these on your booking form or if after booking, make it in writing direct to the Agent. A special request will only be binding if the Agent has confirmed in writing that it will be complied with. Therefore, unless the Agent has agreed in writing to provide such a service or facility, failure to meet any special request will not be a breach of contract on our part. 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.

18 Local taxes.

The local commune charges a tourist tax for all those aged 6 and over. This tax is included in your holiday price unless you have been informed otherwise by the Agent.

19 Governing law

This contract is subject to Swiss law. Should a dispute arise relating to the rental of the Property, the courts of Switzerland shall have exclusive jurisdiction

BOOKING FORM

Party Leader	
Address	
Email address	
Home tel	
Mobile tel	
Rental Dates	From :-
	To :-

Party details

	Name	Date of birth	Nationality	Ski pass ? Y / N	Ski pass Start date	Ski pass End date
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

Special Requests :- <i>(Please indicate any special requests such as cots, high chairs, catering, shopping etc)</i>

Please tick this box to confirm you have read, understood and agreed the terms and conditions of booking

Signed

Date