

## Booking Conditions 2009/2010

### Communications between us

We shall send our confirmation invoice to you by email or if you would prefer by post. If you contact us by email, you authorise us to reply using the email address you have provided.

#### 1. Making a booking

- 1.1 Your contract is with Lawrence Kormornick, the owner. In all cases, these Booking Conditions form the basis of your contract. References to 'you' means all persons who make a booking or on whose behalf a booking is made. Before making a booking with us, you must ensure that you have read and understood these Booking Conditions. Confirmation of your booking means that you have had an opportunity to do so and to have actually done so before there is a contract between us.
- 1.2 To make a booking you should send to us a completed booking form with a 25% deposit of the cost together with a copy of your insurance policy covering the cancellation charges.
- 1.3 When you make a booking, the first named person on the booking must pay us. Deposit payments must be made at the time of booking.
- 1.4 A binding contract between us exists when we have received a 25% deposit at the time of booking and we have verbally confirmed the booking to you over the telephone.
- 1.5 A confirmation invoice will be sent to the first named person on the booking after there is a binding contract between us as set out above.
- 1.6 All bookings are subject to availability. If we are able to accept the booking we shall send you formal confirmation of the booking.
- 1.7 Full payment less any deposit must reach us not less than eight weeks before the start of the hire period. The first person named on the booking is liable for making full payment for all persons named on the booking. If payment is not received in full by the due date, we shall assume that you wish to cancel your booking and we will retain the deposit paid unless we are able to re-let the property for the period you have hired (see clause 3 below).
- 1.8 In addition to the cost of the hire, a security deposit of £300 is payable by you to us for each booking against breakages and damage to the property and its contents. Notwithstanding this, you will remain liable to us for the full value of such loss and damage and the deposit shall not limit your liability. We will account to you for the security deposit within 7 days after the end of your hire.
- 1.9 The maximum number to hire the property shall not be more than 12 people. The cost of the hire includes the local tourist tax. The Mayor's office make random inspections to check occupancy so please make sure the information provided about the number of adults in the group is correct to avoid any embarrassment.
- 1.10 The hire cost does not include linen and towels but can be hired locally (POA)
- 1.11 The hire period shall commence at 4pm on the first day of the hire and shall end at 10am on the last day of the hire.

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### 2. **Transferring your booking**

- 2.1 If you or anyone on your booking is unable to go, you may transfer the booking of the person concerned to someone else suggested by you and acceptable to us providing you meet the following requirements:
- 2.2 You must provide details of the substitution at least 14 days before departure
- 2.3 The person/s substituted must agree to these Booking Conditions and any other requirements which apply before the change can be agreed.

### 3. **Cancellation**

In the event of cancellation, refund of the sum received will be made (less any expenses or losses) if we are able to re-let the property. You should ensure that you have a comprehensive insurance policy that covers all risks including cancellation charges.

### 4. **Important Note Force Majeure**

We cannot accept liability or pay compensation where we are unable to perform our obligations under the contract or you otherwise suffer any damage or loss (as more fully described in clause below) due to 'force majeure' which means any event which we could not, even with all due care, foresee or avoid. Such events are likely to include but not limited to (whether actual or threatened) war, civil strife, riot, industrial dispute, terrorist activity, natural or nuclear disaster, fire, epidemics, adverse weather conditions and all similar events outside our control.

### 5. **Damage by and behaviour by the client and/or member of the group**

We shall be entitled to recover from you the cost of any damage or loss caused by you and/or a member of the group either during or after the hire. If the actual cost is less than the amount of the deposit, the difference will be refunded. Any extra must be paid by you if the actual cost is more than the deposit paid. You and your group agree to behave reasonably and not to disrupt the owners and/or occupiers of neighbouring properties. You agree on your own behalf and on behalf of the other members of the group to be considerate users, to take good care of the property and to leave it in a reasonable condition at the end of the hire period. We reserve the right to terminate the booking without any liability whatsoever in the event of bad behaviour by you and/or a member of your group at the property and/or within the Les Dents Blanches community.

### 6. **Reporting any damage or defects**

You will immediately and no later than seven days report to us any damage or defects to the property or to the contents or to the appliances.



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**7. Our Liability to you**

- 7.1 We will not be responsible for any injury, illness, death, loss, damage, expense, cost or any other sum or claim of any description whatever which results from the act or omission of the person affected or any member (s) of their group or the acts and/or omissions of a third party not connected with the provision of the hire and which were unforeseeable and unavoidable or force majeure as defined in clause 4 above.
- 7.2 We will not be liable for any defect to the property or any interference of the public services to the property nor for any defect to any equipment, machine, or appliance.
- 7.3 We shall not be liable to you and/or any member of your group for any loss, damage or inconvenience caused if the property shall be destroyed or substantially damaged before the start of the hire period.
- 7.4 We shall not be responsible for any loss or theft from the property of your possessions and/or the possession of any member of your group.
- 7.5 Under no circumstances shall our liability to you exceed the cost of the hire.

8. This Agreement is made on the basis that the property is to be occupied by you for a holiday as mentioned in the Housing Act 1988 Schedule 1, Paragraph 9 and you acknowledge that this Agreement is not an assured tenancy and that no periodic tenancy will arise on the determination of the letting period.

9. As a holiday letting, this Agreement is an excluded agreement for the purposes of the Protection from Eviction Act 1977.

**10. Law and Jurisdiction**

We both agree that English Law (and no other) will apply to this contract and to any dispute, claim, or other matter. We both also agree that any claims which arise between us must be dealt with under the ABTA Arbitration Scheme (if the scheme is available) or by the courts of England and Wales only.

**Acknowledgment by you**

I confirm that I have read and understood these booking conditions on my own behalf and on behalf of the members of the group.

Name ..... Date .....

Signature .....