

Catered Rental Terms and Conditions

Here listed are the terms and conditions "T & Cs" for PureChalets Limited, 221 High Street, Blackwood, NP12 1AL. Trading as PureChalets Ltd and hereafter referred to as "PureChalets" "We", "Our", or "Us". These T & Cs relate to the rental of CATERED PROPERTIES supplied through PureChalets.

"Catered Properties" means the catered property listed on the Booking Form.

"Booking Form" means the electronic booking form incorporating these T&Cs that the Group Leader and each person listed in the group electronically agree to.

"Group Leader" means the person as set out as such in the Booking Form. The group leader must be over the age of 18 years.

"Group" refers to all persons booked to stay in the Catered Property listed on the Booking Form and also includes any subsequent changes of names to the original booking.

1.0 AGREEMENT

1.1 The T & Cs contained in this document together with your Booking Form comprise the contract between PureChalets and all persons listed on the Booking Form. The contract is deemed to have been made as soon as the Booking Form has been sent and completed via email by the Group Leader, accompanied by a NON REFUNDABLE Deposit (detailed in section 2.1) or full payment as applicable.

1.2 When payment has been made over the telephone, without a Booking Form being completed, a contract will come into existence immediately between you and PureChalets upon processing of a credit/debit card payment or bank transfer for Deposit or full payment of your holiday. This will be oral confirmation of your booking. Written Confirmation will be subsequently sent via email .

1.2 The Group Leader is responsible, on behalf of all other members of the group, for all matters relating to the booking, thus he/she will be personally liable for all monies outstanding from the remainder of the guests listed on the booking form.

1.3 "The Group" refers to all persons booked to stay in the Catered Property listed on the Booking Form and also includes any subsequent changes of names to the original booking.

1.4 If at any time, prior to the start of the holiday, there is a change of Group Leader, PureChalets must be notified, either by email or telephone, by the original Group Leader.

1.5 Under no circumstances are additional guests allowed to stay in the Catered Property other than those specified on the Booking Form. Failure to comply with this may result in your booking being terminated immediately in resort and you and your party being asked to vacate the relevant Catered

Property immediately.
No compensation will be paid for this.

2.0 BOOKING

2.1 Once availability of the Catered Property has been confirmed by PureChalets, a reservation is only valid on payment of a non-refundable Deposit of £100 per person (the "Deposit") unless otherwise agreed by PureChalets. A booking enquiry will NOT BE HELD until a full Deposit is received. A completed Booking Form must also be submitted within 7 days to complete a reservation.

2.2 Should a booking be requested in writing/email or verbally, without payment of a Deposit, the booking will be deemed NOT SECURE until Deposit monies are received. Thus, PureChalets reserves the right to re-book the same week in the same accommodation to another client without notification.

2.3 The final balance outstanding on your holiday must be paid in full 8 weeks before the start date of you holiday with PureChalets. For bookings made within the 8 week start date period, the full cost of the holiday will be payable at the time of booking to secure your reservation.

2.4 If the final balance is not received 8 weeks before the start of you holiday with PureChalets, we reserve the right to cancel the booking and retain any Deposit paid and levy cancellation charges as outlined in section 5.5 and 5.6 below.

PureChalets then reserve the right to re-book the same week in the same Catered Property to another client without notification.

2.5 If you, or your party, change any of your flight details, after having booked your holiday, and PureChalets have made airport transfer, or any other, arrangements on your behalf, an administrative charge of £50 may be incurred which will be added to your final balance.

3.0 PRICES

3.1 The weekly prices quoted on the PureChalets website for CATERED ACCOMMODATION in winter include only one week's (7 nights) accommodation, evening meals with wine on 6 nights and breakfasts on 7 mornings. Prices do not include flights or travel costs, airport transfers, travel, holiday and medical insurance or childcare. Lift passes, equipment hire and lessons are also NOT included unless otherwise stated.

3.2 The weekly prices quoted on the PureChalets website for CATERED ACCOMMODATION in summer include one week's (7 nights) accommodation, evening meals with wine on 5 nights and breakfasts on 7 mornings. Prices do not include flights or travel costs, transfers, travel, holiday and medical insurance or childcare. Summer lift passes, equipment hire and lessons are also NOT included unless otherwise stated.

3.3 PureChalets guarantees the price of your holiday as quoted at the time of booking and as stated on your Booking Form. PureChalets reserves the right to increase or decrease the advertised price of unsold holidays at any time.

4.0 PAYMENT

4.1 Acceptable payment types are bank transfer, to our UK or French bank accounts, and credit or debit card.

4.2 PureChalets will not be held responsible for charges incurred by yourself for international bank transfer costs or charges imposed on you by your bank or card issuer. This also includes payment discrepancies or additional costs caused by variations in exchange rates used by your bank or card issuer.

4.3 In the event of dishonoured payments the Group Leader will be contacted to make immediate payment by other means. If there is a failure to make payment by other means we reserve the right to cancel the booking and retain any Deposits paid and levy cancellation charges as outlined in sections 5.5 and 5.6 below.

PureChalets then reserves the right to re-book the same week in the same accommodation to another client without notification.

4.4 In the event of late payment of your final balance, any charges or loss of revenue incurred on our behalf will be added to your balance. We reserve the right to cancel your holiday should you fail to pay your final balance. No compensation will be provided.

5.0 CANCELLATION

5.1 Due to circumstances beyond PureChalets's control it may be necessary to make alterations to a confirmed booking or to cancel the booking completely. Whilst PureChalets will make every effort to ensure this does not happen, if it is unavoidable PureChalets will contact the Group Leader as soon as possible. In this instance PureChalets will endeavour to make alternative arrangements for accommodation (up to the same value) if available, offer an alternative holiday with PureChalets up to the same value or offer a full refund of any monies paid in relation to the booking of a Catered Property. No other compensation will be offered.

5.2 We cannot accept responsibility or pay compensation where the performance of our contractual obligations is prevented by or affected by events amounting to Force Majeure – meaning acts of war or threat of war, political unrest, terrorist activities, adverse weather conditions, volcanic ash clouds, strikes, acts of God, epidemics, riots, civil strife, industrial disputes, terrorist activity, natural or technical disasters, nuclear war and or similar events out of our control (“Force Majeure”).

5.3 You, or any member of your party, may cancel your holiday at any time providing that the Group Leader makes the cancellation in writing/email.

PureChalets takes no responsibility for non-delivery or non-receipt of such written cancellation.

5.4 Your Deposit will be retained for administration costs and cancellation charges will be levied as follows:

5.5 Cancellation Charges

Cancellation charges will be levied as follows:

Notification of cancellation 6-8 weeks before your arrival date – You are still liable to pay 50% of total cost due of your holiday.

Notification of cancellation 4-6 weeks before your arrival date – You are still liable to pay 75% of total cost due of your holiday.

Notification of cancellation less than 4 weeks before your arrival date – You are still liable to pay 100% of total cost due of your holiday.

5.6 Non receipt of the balance of the cost of the holiday will not be taken as notification of cancellation. Clients will still be liable for cancellation charges as shown above if they subsequently cancel the holiday.

6.0 LIMITATION OF LIABILITY

6.1 PureChalets does not accept any liability where-so-ever or how-so-ever arising, or pay compensation for:-

- a) Any Force Majeure event.
- b) Adverse weather or traffic conditions, avalanche, mud slips, slides and snow conditions and the effect any of these may have on travel arrangements, accommodation and activities.
- c) Limitations imposed by resort authorities, ski-lifts, ski school or ski hire operators.
- d) Travel arrangements made by the group or on behalf of the group.
- e) Any personal injury or death, where-so-ever or howsoever arising, caused to any visitor and/or any member of the group for their duration of stay. In the event of death or personal injury to yourself or any of your party travelling with us under your booking, we do not accept liability if such death or personal injury is not through any fault of ours or our suppliers. In particular we do not accept responsibility if death or injury is caused through no fault of ours or our suppliers or is due to circumstances which we could not reasonably foresee or have avoided.

You are totally responsible for the supervision of any children who are within the party occupying the accommodation provided by PureChalets.

6.2 These limitations are not intended to exclude any statutory rights the group and/or visitor may have.

6.3 These T &Cs and any non-contractual obligations arising out of or in connection with it are governed by English laws.

a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this T &Cs (including a dispute relating to the existence, validity, termination of this T &Cs and any non-contractual obligation arising out of or in connection with either this T &Cs or the negotiation of the contract contemplated by these T &Cs).

6.4 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement provided always this does not affect any right or remedy of a third party which exists or is available apart from this Act.

7.0 – ARRIVAL/DEPARTURE TIMES

7.1 The Catered Property is available for access after 4 pm on the day of your arrival. If, however, you arrive earlier you are welcome to leave your luggage with us whilst you pop into town.

7.2 For departure, rooms must be vacated by 10 am. If you would like to ski on your last day, and consequently are planning to book a later return flight, PureChalets can store your luggage free of charge. PureChalets cannot guarantee a room and shower being made available to you.

8.0 IN-RESORT MINIBUS SERVICE TO AND FROM SKI LIFT

8.1 If you are staying at Chalet Orion, or Apartment Eridan E1, PureChalets provide a free transportation service in to and from the ski lift in Samoens for your convenience in winter. The use of this vehicle is taken entirely at your own risk and PureChalets take no responsibility for death or personal injury caused through the use of this service. This service is not applicable in summer.

The morning service to the ski lift will be agreed at a time convenient to you, but before 10am. The afternoon service from the Samoens ski lift to the chalets commences at 4pm.

PLEASE NOTE the use of this service is provided free of charge and does not form part of the holiday cost.

9.0 RESPONSIBILITIES and BEHAVIOUR

9.1 All guests should act and behave in such a manner as to not affect or disrupt the enjoyment of other guests and the local residents, or have a negative effect on the reputation of PureChalets. Excessive noise inside or within the grounds of the Catered Property after 10pm also comes under this section.

Inappropriate or threatening behaviour to PureChalets employees or fellow guests will not be tolerated.

PureChalets reserve the right to refuse to further accommodate guests in breach of this section and contractual obligations will be terminated immediately.

No compensation will be payable.

9.2 In the case of non-exclusive use bookings, PureChalets cannot be held responsible for conflicts arising between separate guests or groups of guests as a result of them not liking each other.

9.3 Any persons not booked into a PureChalets Catered Property can only visit guests with prior notification and permission of PureChalets staff, with PureChalets staff being present at all times.

10.0 LOST, STOLEN and DAMAGES to PROPERTY

10.1 Any loss or damage, where-so-ever or howsoever caused, arising by the Group Leader, or members of the group, to vehicles, property, grounds and outbuildings owned by or managed by PureChalets must be paid for in full. This is payable by the Group Leader, on behalf of the group, irrespective of which person was responsible.

10.2 Our keys for Catered Properties are security keys, therefore, should you lose a key, and you will be charged €250 for a replacement. This charge will be made immediately using a credit / debit card.

10.3 Loss or Damage Charges

All items will be charged at their full replacement value, on a new for old basis.

10.4 Any client not properly securing the exits or windows of the property, including balcony, garage and hot-tub access doors, will be liable for any PureChalets property stolen as a result of that negligence.

10.8 PureChalets will not be held responsible for any theft or loss of any personal possessions from our premises / vehicles. Whilst PureChalets will endeavour to ensure the security of guests' personal possessions, PureChalets cannot guarantee it.

10.9 It is up to the Group Leader to ensure that each member of the party is responsible for the safety of all their own personal possessions, documents and equipment. No responsibility or liability will be accepted in respect of such items as it is a condition of your booking (and therefore reasonably assumed by PureChalets) that all guests have taken out appropriate insurance to cover such loss and/or damage.

For the avoidance of doubt, please note that this section also applies to jewellery, mountain bikes, road bikes, ski/snowboard equipment and any other “high value items” that guests have brought with them on holiday.

10.10 Guests are not permitted to move furniture around the property. Any damage done to floors or furniture by moving furniture around will be charged to the guest.

11.0 HOT TUBS

11.1 PureChalets take hot tub care, cleanliness and maintenance very seriously. Every week, prior to guests arriving, hot tubs are cleaned and maintained. Water quality and cleanliness are also monitored throughout the week. Whilst PureChalets will endeavour to ensure the health and safety of guests using the hot tub, PureChalets cannot guarantee it.

11.2 Guests use hot tubs at their own risk and special care should be taken at all times, especially when getting into and out of the hot tub. Extra care should be taken during cold and icy conditions as the areas surrounding the hot tubs cannot be salted to remove ice. PureChalets presume that all guests, before using the hot tub, have understood the rules for using it.

11.3 Children under the age of 16 years must be supervised by an adult at all times to avoid the risk of drowning and/or overheating.

11.4 PureChalets reserve the right to close hot tubs for reasons related to, but not limited to, damage, chemical imbalance, breakdown, vandalism or unsafe conditions. Prior notice is not necessary and in such cases compensation will not be payable to guests.

11.5 We accept no liability whatsoever for loss or damage, including personal injury or death, caused or suffered by your improper, inappropriate or ill-advised use of the hot-tub. You may not use the hot-tub if under the influence of alcohol or drugs.

11.6 For respect of our neighbours, the hot-tubs cannot be used after 9.30pm in the evening.

12.0 FIRE PLACES, STOVES AND CHIMNEYS

12.1 Care must be taken when using fire places, stoves and chimneys. Naked flames, fire places and chimneys are hot and can cause serious damage to property, belongings and people. Fireplaces should never be overloaded with wood, allowed to burn out of control and should never be left unattended. Clothes or other items should never be dried in front of or on top of them.

12.2 PureChalets accepts no responsibility for damage to guests, guest clothing or other property belonging to guests as a result of using a fire place, stove or chimney.

12.3 If a guest damages PureChalets property as a result of using a fire place, stove or chimney, they will be charged accordingly.

13.0 CHILDREN

13.1 No matter how much care is taken, our Catered Properties are not childproof. PureChalets will not be held responsible for any accidents occurring within the Catered Properties. It is the parents' responsibility to ensure their children are supervised at all times. Particular care must be taken with hot tubs, fire places, chimneys and staircases as fire-guards and stair-gates are not provided.

13.2 PureChalets can provide high-chairs, travel-cots and car seats for infants and babies. However, PureChalets accept no responsibility should an accident or injury occur as a result of the use of such items. Parents assume full responsibility for the safety and wellbeing of their children at all times. PureChalets will provide the base sheet for travel cots, but no other infant bedding.

14.0 OUTDOOR SHOES AND EQUIPMENT

14.1 It is important that, for your comfort, a pair of slippers or indoor shoes are included in your packing as ALL outdoor shoes, which include ski/snowboard boots and mountain biking/cycling shoes, are strictly forbidden anywhere inside the Catered Property and communal areas.

14.2 All outdoor equipment, which includes but is not limited to mountain bikes, skis, snowboards, dirty, soiled or extremely wet clothing, must be stored in the designated area as provided by PureChalets on arrival.

14.3 Under no circumstance is the repair, or maintenance and cleaning of such outdoor equipment allowed within the internal space of the property, including terraces, balconies and garden areas.

15.0 SMOKING

15.1 For safety reasons, smoking is strictly prohibited within our Catered Properties and PureChalets vehicles. If guests wish to smoke they must do so outside of these areas or within the designated smoking spaces.

15.2 ILLEGAL SUBSTANCES

Smoking or taking illegal substances in or around PureChalets Catered Properties will not be tolerated.

Any guest involved in such activities will be asked to vacate the Catered Property. PureChalets reserve the right to refuse to further accommodate them and contractual obligations will be terminated immediately. No compensation will be payable.

16.0 DIETARY REQUIREMENTS

16.1 If any guest has any dietary requirements, these must be discussed with PureChalets at time of booking. There must be a clear indication of the guest name and their detailed dietary requirement on the Booking Form.

16.2 PureChalets cannot accommodate dietary requirements if they are not stated on the Booking Form.

16.3 If any guest has any allergens, these again should be fully stated on Booking Form.

16.4 Nuts, milk, eggs, wheat and shellfish are used in our kitchens, and we cannot assure that traces of these will not be present in our food.

17.0 – COMPLAINTS

17.1 In the unlikely event of you having a complaint with any part of your holiday you should notify PureChalets staff immediately.

17.2 Any complaints made ON OR AFTER DEPARTURE will not be considered. Complaints cannot be accepted for snow conditions, weather, closures of ski-lifts and services offered by third party suppliers, or anything outside of PureChalets direct control.

18.0 – THIRD PARTY SUPPLIERS / ACTIVITIES

18.1 PureChalets can assist in sourcing and booking many of the extra services you may need when on holiday. These services are subject to the terms and conditions of the individual third party companies.

18.2 Our help in organizing and/ or recommending third party suppliers does not constitute an approval and PureChalets take no responsibility or liability for third party services. Any grievance with a third party service should be taken up with that provider directly.

18.0 AIRPORT TRANSFERS

18.1 Airport Transfers are not included in the cost of your self-catered holiday with PureChalets but can be booked at an additional cost. Transfers will be operated by Purechalets or a fully licensed partner transfer operator.

18.2 In the case of unforeseen circumstances, out of our or 3rd party control, such as flight delays, cancellations, lost luggage, adverse weather and road conditions, you may be required to wait in the airport arrivals area before collection. If this happens, you will be notified immediately upon arrival and kept informed of the situation by a designated transfer representative as appropriate.

18.3 Passengers will be collected from resort between 3 and 4 hours before their flight departure time. Purechalets or our partners always intend to get passengers to the airport at least 2 hours before flight departure.

18.4 Departure times from Samoens to Geneva, will be notified to you the evening before your departure. We will allow adequate time to ensure you arrive on time for your flight home.

19.0 PASSPORT AND VISA

19.1 It is your responsibility to be in possession of a valid passport and/or any visa necessary. If you do not have a British or EC passport, please be sure to check visa requirements for the countries you will be visiting. Remember, most flights are to Geneva in Switzerland.

20.0 INSURANCE

20.1 Skiing, snowboarding and summer mountain activities can be dangerous pursuits both on and off-piste. PureChalets will endeavour to make your trip as safe as possible, but not all risks, dangers and hazards can be anticipated or avoided. Therefore you **MUST** be insured before partaking in a PureChalets Catered Holiday.

20.2 It is up to the Group Leader to ensure that each member of the group has all their own necessary medical and travel insurance documents to cover themselves, and their property/belongings fully before embarking on the holiday.

21.0 TERMS OF CONTRACT

21.1 All descriptions on the PureChalets website are given in good faith and are believed to be correct. This is in relation to all aspects including activity pricing and information.

21.2 For the avoidance of doubt in the event of any conflict between the details on the PureChalets website and the T&Cs the provisions of the T&Cs prevail.

21.3 The contract and the Agreement is made in accordance with these T&Cs