

Catered Rental Terms and Conditions
28 November 2021

Here listed are the Terms and Conditions (T & Cs) of PureChalets Ltd, 221 High Street, Blackwood NP12 1AL. Hereafter referred to as “PureChalets” “We”, “Our”, or “Us”.

The “Property Owner” refers to the owner of the accommodation. PureChalets is an intermediary agent; the contract is between the “Group Leader” and the “Property Owner”.

These T&Cs relate to the rental of Catered properties advertised through PureChalets Ltd.

“Booking Form” means the booking form sent via email incorporating these T&Cs that the Group Leader and each person listed in the Group agrees to.

“Group Leader” means the person as set out in the Booking Form. The Group Leader must be over 18 years of age. The Group Leader is responsible on behalf of all other members of the group for all matters relating to the Booking.

“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

The T & Cs contained in this document together with your Booking Form comprise the contract between the Property Owner 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 or full payment as applicable.

1.1 When payment has been made over the telephone without a Booking Form being completed, a contract will come into existence immediately between you and Property Owner 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 via email will be sent subsequently.

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.

1.3 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.

1.4 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 may be 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, on behalf of the Property Owner, a reservation is only valid on payment of a non-refundable Deposit (the "Deposit"). Properties cannot 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 or verbally only, 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 8 weeks before the start date of your holiday. We will send you an email in advance of this to remind you. For bookings made within the 8 weeks 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 date of your holiday, we reserve the right to cancel the booking and retain any Deposit paid and levy cancellation charges as outlined below in section 5.0. PureChalets then reserve the right to re-book the same week in the same accommodation 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 transfer or any other arrangements on your behalf, an administrative charge of €50 Euros may be incurred which will be added to your final balance.

2.6 If you agree to reserve a whole Catered Property on an exclusive use basis, the Group Leader is liable for the full cost of that property as stated on your Booking Form, irrespective of party size and final number of guests confirmed. Please note if your party size exceeds the agreed maximum capacity of the Catered Property as stated on your Booking Form, you may not be admitted to the property. No refund will be given.

2.7 As Group Leader, payments for Catered Properties on behalf of a Group must be made in one lump sum. This applies to Deposits and also final balance due. PureChalets cannot accept multiple payments from multiple individuals for group bookings.

3.0 PRICES

3.1 The prices quoted on the PureChalets website are for one week's (7 nights) accommodation on a catered basis unless otherwise stated.

3.2 Prices for Catered properties include bed linen, towels, and cleaning of the property before and after your stay. Our catered prices also include the local tourist tax – the taxe de sejour. Daily breakfast, afternoon tea and a 4 course evening meal with wine are included.

3.3 PureChalets guarantee the price of your holiday as quoted at the time of booking and as stated on your Booking Form. The Property Owner and PureChalets reserve the right to increase or decrease the advertised price of any unsold holidays at any time.

4.0 PAYMENT

Under these terms, PureChalets can take full payment on behalf of the Property Owner.

4.1 Acceptable payment types are credit, debit card or internet bank transfer into our UK bank account.

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.

4.2 In the event of dishonoured payments, the Group Leader will be contacted to make immediate payment by other means. Failure to make payment by other means will result in the immediate automatic cancellation of the booking and any deposits paid will be held in accordance with section 2. PureChalets then reserve the right to re-book the same week in the same accommodation to another client without notification.

4.3 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 – COVID-19 SPECIFIC CANCELLATION POLICY

5.1 Arrangements for holidays are made in advance, and changes can occur. PureChalets is required to comply with all French national and local government regulations relating to Covid-19, and we reserve the right to make any recommended alterations to holiday and website details prior to and after the booking has been confirmed, and to make any changes to services offered during your stay. PureChalets and the Property Owner does not accept liability or pay compensation for such changes.

The French government has adopted a sanitary pass, a “Pass Sanitaire” which has to be shown at many venues. If the government decides to stipulate it, we reserve the right to ask guests to show a pass sanitaire, in either the form of double vaccination or a PCR test within 72 hours.

Due to the fact that Covid-19 is a known and established event, should you be unable to travel due to government restrictions imposed because of Covid-19 (see section 5.6), then PureChalets and the Property Owner is not legally obliged to accept any liability or responsibility, issue refunds, defer holidays, and/or pay other compensation.

5.2 If you have only paid your deposit, you can defer your holiday and move your deposit to a future holiday date. Your holiday will/can be deferred up until 24 months from your original date.

a) You can defer your holiday up to **8 weeks** before commencement of your holiday. After this time, we are no longer able to offer a deferment and your full balance payment is due.

b) PureChalets, on behalf of the Property Owner, can offer one deferment of your catered holiday free of charge. Any subsequent date changes or amendments will be subject to a £75 admin fee.

c) You are required to choose your new holiday date at this time of deferral.

d) The price of the holiday in the future may be higher than the originally booked holiday. We cannot guarantee the original price.

e) The new booking will be confirmed once a new Booking Confirmation is sent via email.

5.3 If you have paid the final balance of your stay, and due to government restrictions imposed because of Covid-19 (see section 5.6), you are unable to travel, your holiday is cancelled, or PureChalets is unable to provide your holiday, then you have 2 choices:

i) Receive a 50% Covid Refund of all monies paid for your holiday

OR

ii) Receive a 100% Covid Credit Voucher of all monies paid for your holiday

No other compensation will be payable.

Government restrictions must be in place on the start date of your holiday. We reserve the right to ask for official documentation proving restrictions were in place at the start date of your holiday, before refunds or credit vouchers will be processed.

5.4 Covid Credit Vouchers

a) Your Covid Credit Voucher can be used to pay for a PureChalets winter or summer holiday, and it is valid until the end of summer 2024.

b) If the future holiday is less than the value of the Credit Voucher, no partial refund will be issued.

c) Only one credit voucher will be issued to the Group Leader. A voucher will not be split into smaller vouchers to be shared out amongst individuals in the group.

5.5 Covid 50% refunds

a) Only one refund will be issued to the Group Leader. Any refunds made will not be split into smaller refunds. Any refunds made will be in the same currency as the original payment.

b) Covid refunds will be subject to an administrative fee of 5% of the value of the booking.

Processing time to issue Credit Vouchers or partial refunds will be a maximum of 30 days from the arrival date of your original cancelled holiday.

5.6 Government restrictions must include one or more of the following:

- UK FCDO (or your departure country's foreign office) advising against all non-essential travel to France.
- UK FCDO (or your departure country's foreign office) advising against all non-essential travel to Switzerland (on the condition that you are travelling to Geneva).
- Closure of French borders
- Closure of Swiss borders (on the condition that you have flights booked into Geneva)
- Closure of your departure country's border
- Your home country requires a mandatory quarantine on your return. N.B. This does not include a quarantine period on return due to a positive Covid-19 test.

- Your home country introduces local lockdown measures preventing you leaving your local area.
- French national or local government has introduced local or general lockdown measures which result in PureChalets being unable to operate as a business.

5.7 Government restrictions must be in place at the start of your holiday and we reserve the right to ask for official documentation proving this.

5.8 If the government restrictions imposed, or the travel advice given by the French government, or the home/return country's government changes part way through your holiday, forcing you to cut your holiday short, PureChalets will not issue a Credit Voucher or refund for any part of your holiday.

5.9 PureChalets, on behalf of the Property Owner, will not issue a refund:

- If you or any member(s) of your party's travel reservations (flight, ferry, train, tunnel crossing) are cancelled for any reason.
- If you or any member(s) of your party are unable to travel due to symptoms of Covid-19, or a positive Covid-19 test.
- If you or any member of your party are unable to travel because you have not been fully vaccinated.
- If you or any member(s) of your party have concerns about potential future government restrictions being applied (either in the home country or France or Switzerland), or a general disinclination to travel.

5.10 If you develop symptoms of Covid-19 whilst on holiday and decide to self-isolate, PureChalets does not accept liability or responsibility to provide you with accommodation beyond your contracted holiday dates.

5.11 If you or any members of your party test positive for Covid-19 whilst on holiday, it is your responsibility to inform a member of the PureChalets team as soon as you possibly can.

6.0 GENERAL CANCELLATION (OUTSIDE OF COVID-19)

This section covers cancellations outside of Covid-19

6.1 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. Charges will be levied in accordance with cancellation charges as outlined in section 5.6.

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

6.3 Your deposit is NON REFUNDABLE and will be retained for administration costs and cancellation charges.

6.4 Cancellation Charges will be levied as follows:

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

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

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

6.5 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.

6.6 Due to circumstances beyond PureChalets's control, should it be necessary for PureChalets to make alterations to a confirmed booking or to cancel your booking completely, 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.

6.7 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 (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, pandemics, riots, civil strife, industrial disputes, terrorist activity, natural or technical disasters, nuclear war) and or similar events out of our control. ("Force Majeure")

7.0 LIMITATION OF LIABILITY

7.1 PureChalets, on behalf of the Property Owner, does not accept any liability where-so-ever or how-so-ever arising, or pay compensation for:

a) Any Force Majeure event.

i) 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.

ii) Limitations imposed by resort authorities, ski-lifts, ski school or ski hire operators.

iii) Travel arrangements made by the group or on behalf of the group.

b) 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 the Property Owner and PureChalets.

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

7.3 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).

7.4 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.

8.0 ARRIVAL/DEPARTURE TIMES

8.1 The Catered Property is available for access from 5pm on the day of your arrival. Effort will be made to allow early access; however, this must be discussed with PureChalets prior to arrival. PureChalets cannot guarantee the Catered Property will be ready before 5pm.

8.2 For departure, the Catered Property must be vacated by 10am. We can offer bag storage if required on arrival or departure. Effort will be made to allow late checkout under special circumstances only. However, this must be discussed with PureChalets at the time of booking and cannot be guaranteed.

9.0 RESPONSIBILITIES, BEHAVIOUR

9.1 All guests should act and behave in such a manner so as to not affect or disrupt the enjoyment of other guests, local residents or have a negative effect on the reputation of PureChalets. Excessive noise inside, outside or within the Catered Property, grounds or communal areas after 10pm also comes under this section, and will not be tolerated. PureChalets reserve the right to refuse to further accommodate your party if you are in breach of this clause and contractual obligations will be terminated immediately. No compensation will be payable.

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 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 DIETARY REQUIREMENTS & FOOD ALLERGIES

11.1 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.

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

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

11.4 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.

12.0 HOT TUBS

12.1 PureChalets take hot tub care, cleanliness and maintenance very seriously. Every week, prior to new guests arriving, hot tubs are thoroughly cleaned and maintained.

Hot-tubs will therefore not necessarily be hot on arrival.

12.2 Guests use hot tubs at their own risk and special care should be taken at all times 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.

12.3 Children under the age of 12 years must be supervised and accompanied by an adult at all times to avoid the risk of drowning and/or overheating. Children who need to wear nappies should not use the hot-tub.

12.4 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.

12.5 The Property Owner and PureChalets 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.

13.0 INTERNET ACCESS

13.1 Where Wi-Fi Internet access is offered, PureChalets, on behalf of the Property Owner, will not accept any liability if this is not available for all or some of the rental, and no refund will be offered where this is the case. The Group Leader will be held responsible for any illegal or other misuse of the Internet and will be liable for all consequences.

14.0 FIREPLACES, STOVES AND CHIMNEYS

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

14.2 The Property Owner and 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. If a guest damages a piece of property as a result of using a fireplace, stove or chimney, they will be charged accordingly.

15.0 CHILDREN

15.1 No matter how much care is taken, our Catered Properties are not childproof. The Property Owner and PureChalets will not be held responsible for any accidents occurring within the properties, it is the parent's responsibility to ensure their children are supervised at all times. Particular care must be taken with hot tubs, fireplaces, chimneys and staircases as fire guards and stair gates are not provided.

15.2 PureChalets can provide high chairs and travel cots for infants and babies. However, the Property Owner and 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.

16.0 OUTDOOR SHOES AND EQUIPMENT

16.1 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.

16.2 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.

16.3 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.

17.0 SMOKING & ILLEGAL SUBSTANCES

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

17.2 Smoking or taking illegal substances in any of PureChalets's properties will not be tolerated. Any guest involved in such activity could be asked to immediately vacate the Catered Property. PureChalets reserve the right to refuse to further accommodate your party if you are in breach of this clause and contractual obligations will be terminated immediately. No compensation will be payable.

18.0 COMPLAINTS

18.1 In the unlikely event of you having a complaint with any part of your holiday you should notify the PureChalets staff immediately, to allow us, if appropriate, to remedy the complaint.

18.2 Any complaints made ON or AFTER departure will not be considered. Complaints cannot be accepted for airport transfers, snow conditions, childcare, weather, lessons, equipment hire and closures of ski – lifts and other services provide by 3rd party suppliers or for anything outside of PureChalets’s direct control.

19.0 THIRD PARTY SUPPLIERS & ACTIVITIES

19.1 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 3rd party companies.

19.2 Our help in organising and recommending 3rd Party suppliers does not constitute an approval and PureChalets take no responsibility or liability for 3rd Party services. Any grievance with a third party service should be taken up with that provider directly.

20.0 AIRPORT TRANSFERS

20.1 Airport Transfers are not included in the cost of your 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.

20.2 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.

20.3 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.

20.4 Departure times from Samoens to Geneva, will be notified to you the evening before your departure.

21.0 PASSPORT AND VISA

21.1 It is your responsibility to be in possession of a valid passport and/or any necessary visa. If you do not have a British or EU passport, please be sure to check visa requirements for the countries you

will be visiting. Remember, most flights are to Geneva in Switzerland. As the UK is no longer part of the EU, please be aware that you need longer than 6 months validity on your passport to travel from the UK to France.

PureChalets accepts no responsibility if your passport is not in date.

22.0 INSURANCE

22.1 You must be insured with a valid insurance policy before partaking in a PureChalets holiday. This is to cover you for injuries or unforeseen circumstances including, and not limited to theft and damage to PureChalets property and as a result of your actions/behaviour or negligence.

22.2 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 fully before embarking on the holiday. This is to cover for the loss of costs due to forced closure of resort due to circumstances which includes and not limited to, Force Majeure, cancelled flights, travel arrangements, pandemics, especially and specifically Covid-19.

23.0 PETS

23.1 Pets are not accepted at any PureChalets property.

If any unauthorised pets are found, then PureChalets reserves the right to ask the guest to:

- a) Pay a larger damage deposit.
- b) Vacate the property immediately.

24.0 TERMS OF CONTRACT

24.1 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.

24.2 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.

24.3 The contract and the Agreement is made in accordance with these terms and conditions