

**SELF-CATERED TERMS AND CONDITIONS**

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”. These T&Cs relate to the rental of Self-Catered properties supplied 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 Self Catered Property listed on the Booking Form and also includes any subsequent changes of names to the original booking.

“Property manager” refers to an independent company who are employed by the chalet owners, to manage the owners in resort requirements (cleaning, linens, etc.)

**1.0 AGREEMENT**

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 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 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 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 Self 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 Self Catered Property immediately. No compensation will be paid for this.

## **2.0 BOOKING**

2.1 Once availability of the Self Catered Property has been confirmed by PureChalets, 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 with PureChalets. 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 with PureChalets, 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 Self 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 Self 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 Self-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 self-catered basis unless otherwise stated.

3.2 Prices for Self-Catered properties include only bed linen, towels, and cleaning of the property before and after your stay. Our self-catered prices also include the local tourist tax – the taxe de sejour.

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

### **4.0 PAYMENT**

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.

4.4 Details of a valid credit card will be taken before or on arrival at the property in resort as security against damage, loss, breakages and additional cleaning charges as more specifically detailed in section 9. These details will be kept for the duration of your stay and by you agreeing to these T & Cs, you are agreeing to allow PureChalets to charge that card in the event of any damages, losses, breakages or additional cleaning charges. Before taking a damage deposit from your credit card, we will discuss any damages with you.

4.5 PureChalets will endeavour to deal with any discrepancy during your stay. In the event that damage to one of our properties is not brought to our attention during this period, and is learned of after your departure, we will contact you within 7 days of leaving the property to confirm additional charges to be processed. Any charges to your card will be made within 14 days of your departure date.

## **5.0 CANCELLATION**

5.1 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 Self-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 (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. Charges will be levied in accordance with cancellation charges as outlined in section 5.6.

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

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

5.6 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.

5.7 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.

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 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 Self 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 Self Catered Property will be ready before 5pm. If you arrive late at night, you will be advised of a code of a key box to access the keys of the property. You will be visited the following morning by either us or a property manager.

7.2 For departure, the Self 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.

## **8.0 RESPONSIBILITIES, BEHAVIOUR**

8.1 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 Self 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.

8.2 Any loss or damage, where so ever or howsoever caused; or arising by the Group Leader, or members of the Group; to vehicles, property, grounds and outbuildings owned by or managed 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. This is to be paid to PureChalets by the credit card payment details supplied at time of booking before guest departure as detailed in section 4.4

8.3 Any client not properly securing the exits or windows of the Self Catered Property will be liable for any PureChalets property stolen as a result of that negligence. PureChalets will not be held responsible for any theft or loss of personal possessions from our premises / vehicles.

**9.0 DAMAGES, ADDITIONAL CLEANING AND BREAKAGES**

9.1 As mentioned in section 4.4, details of a valid credit card will be taken on arrival at any PureChalets Self Catered Property as security against damage, loss, breakage or additional cleaning charges to the property. You should notify us or one of our property managers of any damage to the property as soon as possible.

9.2 Additional cleaning charges are levied as follows:

PureChalets reserve the right to charge up to 120 pounds sterling for additional cleaning if the following has not been adhered to before departure of a property:

All rubbish & recycling removed;  
Removal of all food from cupboards and fridges;  
Dishwasher on or emptied; Beds to be stripped of linen;  
Dirty towels to be left in one Bathroom;

9.3 DO NOT use abrasive cloths or cleaning products in self-catered properties. Any damage caused to polished, wooden or metal surfaces will be charged.

9.4 DO NOT dry dark or coloured clothing on radiators, fireplaces or heated towel rails. Any damage caused will be charged for.

9.5 DO NOT wash shoes or trainers or inappropriate clothing in any of the washing machines, and ensure all pockets are emptied. You are liable to pay for any repairs, replacement parts or full replacement of washing machines and tumble driers on a like for like basis.

9.6 All keys to Self-Catered Properties are security keys. Should you lose a key to your Self Catered Property, you will be charged 250 EUR for a replacement. This charge will be made immediately using the credit / debit card provided at the start of your holiday.

**10.0 HOT TUBS**

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

10.2 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.

10.3 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.

10.4 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.

10.5 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.

**11.0 FIREPLACES, STOVES AND CHIMNEYS**

11.1 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.

11.2 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. If a guest damages a piece of PureChalets property as a result of using a fireplace, stove or chimney, they will be charged accordingly.



**12.0 LOST AND STOLEN PROPERTY**

12.1 Any client not properly securing the exits or windows of the Self Catered Property will be liable for any PureChalets property stolen as a result of that negligence. PureChalets will not be held responsible for any theft or loss of personal possessions from our premises / vehicles. Whilst PureChalets will endeavour to ensure the security of guests' personal possessions, PureChalets cannot guarantee it.

12.2 It is up to the Group Leader to ensure that each member of the Group is responsible for the safety of all their own personal possessions, documents and equipment. No responsibility or liability is or will be accepted by PureChalets 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 also applies to Mountain Bikes, Road Bikes, Ski/Snowboard Equipment and any other "high value" items that guests have brought with them on holiday.

**13.0 CHILDREN**

13.1 No matter how much care is taken, our Self Catered Properties are not childproof. 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 stair cases as fire guards and stair gates are not provided.

13.2 PureChalets can provide high chairs and travel cots 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 PROPERTY MANAGERS OF OUR NON OWNED PROPERTIES**

14.1 Some of our self-catered chalets are not directly managed by us, but by third party property managers. These chalets are Chalet Harmonie, Chalet Frahans and Chalet Eridan E2. The property managers are employed by the chalets' owners, to manage the owner's in-resort requirements. The Group Leader's details will be passed to the in-resort Property Manager to finalise arrival information. The property managers will contact the Group Leader the week before your holiday and confirm your estimated arrival time. They will then meet and greet you directly at the property.

14.2 The property managers will check you in and out of the property, and maintain the hot-tubs, during your stay.

14.3 If you have any questions about the property during your stay, your first point of contact is the property manager.

14.4 It is the responsibility of the Group Leader to inform the Property Manager within 24 hours of arrival of any damage found in the accommodation. Any damage not notified will be assumed to be caused by the Group.

14.5 PureChalets will not be held responsible for the services provided in resort by the Property Manager.

#### **15.0 SMOKING & ILLEGAL SUBSTANCES**

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

15.2 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 Self 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.

#### **16.0 COMPLAINTS**

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

16.2 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.

## **17.0 THIRD PARTY SUPPLIERS & ACTIVITIES**

17.1 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.

17.2 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.

## **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 3<sup>rd</sup> 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 and snowboarding and summer activities can be a dangerous pursuit 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 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 fully before embarking on the holiday.



Pure Chalets Ltd - Company No. **09087401**

## **21.0 PETS**

21.1 Pets are not accepted at any PureChalets property.

## **22.0 TERMS OF CONTRACT**

22.1 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.

22.2 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.

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