

Terms and Conditions

Your contract is with Ian Sutcliffe (“owner, “we”, “us” and “our” in these Booking Conditions) for the property known as Le Jardin Alpin (“the Property”). References to “you”, “your”, “tenant” are references to the person making the booking and all members of the holiday party.

These Booking Conditions form the basis of your contract with us so please read them carefully. Nothing in these Booking Conditions affects your normal statutory rights.

1. Making your booking

No contract is made between the Owner and the Tenant and no booking is valid until the Owner has issued an acknowledgement letter/email. The acknowledgement will be issued by the Owner (if we accept the Client’s booking) after we have received a completed and signed booking application form, together with cleared funds in payment of the appropriate deposit. The Owner has the right to refuse to accept any bookings at their discretion, refunding any deposit received.

When you book the Property with us you should return the completed Booking Form to us together with your payment for the Initial Deposit. Please note that the Initial Deposit is only refundable if you cancel your booking within seven days of receiving written confirmation of your booking.

Your booking is made as a consumer for the purpose of a holiday and you acknowledge that no liability can be accepted for any business losses suffered or incurred by you.

Once the completed Booking Form and the Initial Deposit have been received and accepted by us, we will issue you with our written confirmation. The contract between us will only be formed when we send you our written confirmation and is subject to these terms and conditions. We reserve the right to refuse any booking prior to the issue of our written confirmation. If we do this we will promptly refund any money you have paid to us.

You should carefully check the details of our written confirmation and inform us immediately of any errors or omissions.

2. Paying for your booking

You are required to send to us your payment for the balance of the Rental at least eight weeks prior to the Arrival Date as set out in these terms and conditions. If you fail to make a payment due to us in full and on time we may treat your booking as cancelled by you.

If you are more than 14 days late in paying the balance, the Owner is entitled to terminate the contract immediately and without notice and to let the property to someone else.

We will hold the Security Deposit of 400 Euros to be applied against the reasonable cleaning and/or replacement of the property, furnishings, fixtures and fittings. We will return the Security Deposit to you within 14 days of the return of the keys to us, less any deductions in accordance with the conditions listed above.

3. If you cancel or amend your booking

If you need to cancel or amend your booking you must inform us immediately.

You will also be required to confirm your cancellation in writing or by email to the addresses shown on our confirmation. A cancellation will not take effect until we receive written confirmation from you.

If you cancel your booking within seven days of receiving our confirmation, we will refund the balance of any money you have paid us.

If you cancel/terminate this contract before the arrival date and doesn’t name a replacement that accepts the same terms, they are responsible for paying the following penalty fees to cover costs (excluding cleaning), as long as a further rental is not possible:

Cancellation

- up to 49 days before arrival date: 10 % of rental price
- up to 35 days before arrival date: 30 % of rental price
- up to 21 days before arrival date: 60 % of rental price
- up to 14 days before arrival date: 90 % of rental price
- Less than 14 days before arrival date: 100 % of rental price.

The Owner can thereafter let the property to someone else.

If you terminate your stay before the departure date for any reason, they are still obliged to pay the full rental price.

Cancellation must be made in writing/email. The date of termination is considered to be the date the Owner confirms receipt of the cancellation.

4. If we cancel or amend your booking

We would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make alterations or, very occasionally cancel bookings.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your booking and, if it is necessary to cancel your booking, we will refund the balance of any money you have paid us.

5. Your accommodation

You can arrive at your accommodation after 16:00 hours on the Arrival Date of your holiday and you must leave by 10:00 hours on the Departure Date.

On departure you are to vacate the property and return the keys to the Owner or the Owner's agent.

If your arrival will be delayed, you must contact the person whose details are given on our booking confirmation so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property. There may be fees for late arrival. If you fail to arrive by midday on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival we may treat the booking as having been cancelled by you and subject to cancellation terms and conditions mentioned above.

The chalets are strictly non-smoking and failure to observe this will forfeit any security deposit taken.

6. Liability and responsibilities of the Tenant

You agree to comply with the Terms and Conditions and any other regulations reasonably made from time to time and ensure that they are observed by all members of your party.

You are solely responsible for determining whether the property is suitable for your purposes. We are not liable for any inconvenience caused or expense incurred as a result of the unsuitability of the property.

The rental property including the furniture and the other contents are to be treated with care. You are held responsible for the actions of other people, including any guests or visitors they might have, within the property. You are liable for any damaged goods, damage to the property or damage to anything else related to the property whether caused by themselves or their accompanying guests or visitors.

You shall use and occupy the chalet at your own risk and indemnify and hold us blameless for all liability in respect of any claim, circumstances or event resulting in damage, loss, cost or injury occurring in connection with the property or your use of the property. For instance, we take no responsibility for your personal belongings, money, travellers' cheques or passport either inside or outside the property. No liability to you is accepted in respect of damage to or loss of such property. Nor do we take any responsibility for injuries to guests or damage to equipment and/or third parties howsoever caused.

Faults that are found before or during the rental period are to be reported to the Owner or the Owners agent immediately.

You agree to keep and leave the Property and the furnishings, kitchen equipment, crockery, glasses clean and in good condition. A complete inventory will be agreed between you and the Owner or the Owner's agent upon arrival.

You agree not to cause any damage to the fabric (including but not limited to floors, walls, ceiling, windows, doors) of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

You cannot allow more people to stay in the Property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the Property, nor can you take your pet into the Property unless it has been arranged in advance and it is shown on your confirmation. If you do so, we can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the booking by you.

You agree to allow us or any representative of ours access at any reasonable time during your stay for the purpose of essential repairs.

At the end of the rental period you should leave the property in an acceptably clean condition (determined by the Owner or the Owners agent). Any additional cleaning costs incurred by the Owner may be passed on to you or taken from the security deposit at their sole discretion.

You must have sufficient insurance to cover your actions and liability while staying in our property. Examples include, but not limited to, damages to the property and/or contents, medical emergencies, loss of personal property, travel complications.

7. Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence will usually enable shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence.

If any complaint cannot be resolved during your holiday, you must write to us with full details within 28 days of the end of it.