

**FULL CONTRACT TERMS (v1.5).**

02/11/09

Bookings are not accepted from groups of young people (under 25) without contacting the owner first.

**THE PRICE OF YOUR HOLIDAY.**

Prices quoted are per property per week. (3.4% will be added to all online payments). A £200 damage deposit will be added to your online balance invoice (see [2] below).

**An ADDITIONAL charge for bed linen / towels is payable locally on arrival at a rate of 23.5 swiss francs per person per week.**

A credit card imprint deposit of 500 swiss francs will be taken locally on arrival (this will not be cashed if the key is returned on time & if no laundry items are found to be missing).

**1.TERMS OF PAYMENT.**

Visit the booking page and select the dates you wish to travel; pay a non-returnable online deposit 30% - The Owner reserves the right to refuse a booking and in this very unlikely event, shall inform the client and return their 30% Deposit without delay. All payments are to be made in British Pounds (GBP). Pay the balance due either by cheque to **C J Beresford**, or online at least 60 days prior to the commencement date of your holiday quoting your invoice number. For bookings made less than 30 days prior to the commencement date of your holiday, the full amount must be made online at the time of making the booking. Please note that an additional charge of 3.4% will be added to all online payments.

**2. LATE PAYMENT & DAMAGE DEPOSIT.**

'The Owner' reserves the right to regard the booking as cancelled if the balance including damage deposit remains unpaid after the due date, and shall be entitled to retain any deposit paid. The Damage Deposit of £200 is required in relation to damages, breakages, missing items or other services, and will be posted back to the client less any costs, within 4 weeks of your departure date in the form of a sterling cheque in GBP. Any charges incurred by the client in relation to cashing this cheque will be borne by the client.

**3.CANCELLATION BY THE CLIENT.**

The following charges will apply: If cancellation is 60 days or more before the commencement date of the holiday – 100% of the deposit; between 60 and 30 days– 60% of the total holiday costs; between 30 and 7 days– 80% of the total holiday costs; within 7 days – 100% of the total holiday costs.

**4.CANCELLATION BY 'The Owner'.**

In the unlikely event that, due to circumstances beyond the reasonable control of 'The Owner', the apartment ceases to be available as booked, The Owner' will refund the Client all the money paid to 'The Owner' without delay and shall be under no other liability.

**5.INFORMATION.**

While we make every effort to ensure that descriptions supplied are accurately reproduced, we cannot accept responsibility for errors contained therein or the results thereof. Minor differences between photographs and text and the actual property may arise. Information about the resort facilities are printed in good faith but we are unable to guarantee that all will be available at all times.

**6.ARRIVAL & DEPARTURE.**

**Please arrive between 1600 and 1830 hours on the start date of your holiday and vacate by 1000 hours on the day of departure.** Please contact 'The Keyholder' if you are delayed; we cannot guarantee that keys will be available outside of the above times and you may have to find alternative accommodation at your expense and wait until the following day; if you have to cut short your holiday no refund can be made for the days unused.

**7. YOUR RESPONSIBILITIES.**

Only those persons named on the booking form may use the property. In the event that

the maximum number of 8 people allowed at the property is exceeded without prior agreement, the Owner reserves the right to refuse or revoke the booking at their sole discretion and no unused part of the holiday remaining will be refundable. The Keyholder has the right to refuse entry to people not appearing on the booking form. The Client must keep the holiday accommodation in good condition and it must be left in the same state of cleanliness and general order in which it was found; you must wash and put away all kitchen utensils before your departure. All damages should be notified to the Keyholder.

#### 8.OWNERS RESPONSIBILITY.

The Owner shall not be responsible for the death or personal injury of the Client or any person named on the booking form or other person at the property unless this results from the proven negligence of the Owner. The Owner shall not be liable for any loss, breach or delay due to any cause beyond their reasonable control including though not limited to an act of God, explosion, flood, tempest, fire or accident, war or threat of war, civil disturbance, acts, restrictions, regulations, bye-laws, or measures of any kind on the part of any governmental or local authority, strikes, lock-outs, or other industrial actions or disputes or adverse weather conditions, or force majeure reasons. In any such case they shall be entitled to treat the contract as discharged. In the event of such discharge the liability of the Owner shall be limited to the return of sums paid to them in respect of the unused portion of the holiday calculated on a pro rata daily basis. The Owner cannot be held responsible for the breakdown of any piece of mechanical or electrical equipment, for example TV, internet, pumps, boilers, etc. nor for failure of public utilities such as water, gas and electricity. The Owner is not responsible for noise or disturbance originating beyond the boundaries of the holiday accommodation or which is beyond their control. No liability is accepted on the part of the owner for any loss, damage or theft of personal items, either within or beyond the boundaries of the holiday accommodation.

#### 9.JURISDICTION.

This contract is made on the terms of these booking conditions which are governed by English Law and both parties shall submit to the jurisdiction of English Courts at all times.

#### 10.ADDITIONAL AND MISCELLANEOUS TERMS.

This self-catered apartment is **non-smoking** throughout. No pets are permitted. Any other extra services, replacement of keys, call out to the apartment if you lock yourself out are not included and will have to be paid for locally. No outdoor footwear of any kind may be worn inside the apartment. Shoes must be removed at the apartment front door. There is a private residents ski and boot room in the basement of the building where these items can be stored at the owners risk. Ski's, boards and boots are not permitted beyond this designated basement area and are not to be taken in the lift, the stairwell or inside the apartment.

#### HOLIDAY ACCOMMODATION ADDRESS.

Top floor flat 15, Lake Placid A, 1997 Haute Nendaz, Switzerland.

'THE OWNER' with whom you are making this contract is:

Chris Beresford

45D Corsica St, Highbury, London, N5 1JT. United Kingdom.

Tel: 0044 (0)7958328070

Email: [chris2jb@aol.co.uk](mailto:chris2jb@aol.co.uk) For all enquiries please email in English (emails à envoyer en Anglais SVP)

[www.nendazskiresort.com](http://www.nendazskiresort.com)