

## House on the Hill – Terms & Conditions

**These booking Terms & Conditions represent part of the terms and conditions of any contract between the property Owner/s (herein after defined as 'Owner/s'), the guests named and the person signing the booking form. By signing the booking form you accept that you have read, understood and agree to be bound by the terms and conditions of this contract. Please read these carefully, they exist for your protection as well as ours.**

### Definitions

In these Booking Terms & Conditions the following definitions apply:

“the Owner/s” shall mean Geoff and/or Gerry Chapman of the House on the Hill, Les Turches, 74340, Samoëns, France

“the Client” shall mean the person in whose name the booking is made, who must be a minimum of 18 years old and shall include the person or persons on whose behalf the same is made.

“Booking”

Booking shall include the renting of an apartment/s whether for a short-term period, such as a holiday or long-term renting.

“the property” shall mean any apartment/s within the House on the Hill that have been booked by the Client.

### Booking and Deposit

#### *Contract*

The contract will exist between the Client and the Owner/s when the Client receives confirmation from the Owner/s. The Client will receive acknowledgement of receipt of the deposit for the booking and confirmation of the selected rental period. However the Owner/s cannot issue a letter of confirmation unless a completed and signed booking form and correct deposit has been received from The Client.

#### *Deposit*

A 25% deposit is required (100% if within 6 weeks of the start of your holiday) with all bookings before confirmation of any booking can be given. If you have to cancel, your deposit will be forfeited unless we are able to let the accommodation again.

#### *Damage Deposit*

A damage deposit of £250 will be payable with the final payment. The damage deposit will be returned, normally within 14 days of your departure from House on the Hill, after the property has been checked. All breakages, losses or damage and extra costs or charges (for example additional cleaning charges due to the Apartment being left excessively dirty) will be deducted from the security deposit. Should the damage deposit be insufficient to meet such costs or liabilities any additional amount is payable by the person signing the booking form.

#### *Final Invoice*

The balance of the final invoice (the remaining 75% of the rent, the £250 refundable damage deposit) is payable in full, 6 weeks before your arrival date.

The Owner/s reserve the right in their absolute discretion to treat the booking as having been cancelled by the Client if any part of the holiday price has not been received by the date on which it is due in accordance with the above. In the event of such cancellation the terms of condition xyz will apply.

### Cancellation by the Client

All cancellations by the Client must be in writing signed by the person who signed the booking form and sent by either recorded delivery or facsimile. Cancellation applies only from the date of receipt by the owner/s of such notice. If the notice is received more than 56 days before the commencement of the rental period, only the holiday deposit is forfeit. If the cancellation notice is received 56 days or less before the commencement of the rental period, the following percentage of the total holiday price will be payable as a cancellation charge by the Client:-

Between 56—43 days before the commencement of the rental period -	50%
Between 42—28 days before the commencement of the rental period -	60%
Between 27—15 days before the commencement of the rental period -	80%
Between 14 days and the commencement of the rental period or later -	100%

In the event of a cancellation charge arising under this clause the amount due must be paid by the Client to the owner/s within 7 days of the charge arising, notwithstanding the fact that the Client's holiday insurance policy may cover the cancellation charge. It is the Client's responsibility to claim any such insurance monies due.

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### Cancellation by the Owner

In the unlikely event that the owner/s has to cancel your booking due to conditions beyond their control then all monies paid will be refunded. No additional compensation will be payable.

### Inclusion

Prices include linen, electricity, heating and water, the use of the property its contents and grounds.

The telephone is available on a restricted service for local, emergency, and incoming calls.

Whilst every effort will be made to ensure continuity of water, gas and electricity services the Owner/s cannot guarantee some outages may occur. In instances where outage does occur for what ever reason, the Owner/s will make every effort to minimise the outage and any inconvenience to the Client.

### Smoking Policy

For safety and insurance purposes a strict non-smoking policy applies throughout the apartments including balconies. Guests may smoke outside on the surrounding hard standing areas outside, however we would ask that cigarette butts are disposed of carefully and properly.

### Pets

House on the Hill does not accept pets

### Duty of Care

Guests are asked to leave the apartment as clean and tidy as possible on departure to ensure the continued comfort and high level of service to our next guests. All rubbish is to be removed to the local dustbins. Where the property is left excessively dirty, requiring anything more than normal cleaning, a deduction will be made from the damage deposit.

No responsibility will be accepted by the owner/s for claims resulting from children or guests of any age in or near the property, lakes or rivers or elsewhere.

No compensation will be paid where anything occurs beyond the control of the owners (anything unusual, unforeseeable or beyond our control - the consequences of which could not have been avoided even with the exercise of all due care and attention).

In the unlikely event that you are dissatisfied, please contact us as soon as possible, thereby - allowing the complaint to be dealt with at the earliest opportunity. Guests are fully responsible for any damage and/or

losses to the owners' property and belongings and undertake to inform the owners immediately of any such damage, which will be charged to the person signing the booking form, or deducted from the damage deposit.

### Guest changes, re-assignment or subletting

We reserve the right, without refund, to terminate any booking if the names or numbers of guests staying differ from those declared on the booking form.

No assignment, subletting or changes to the details on the booking form are allowed without express approval and consent of the owners. Parking caravans at the property is not permitted.

### Changes to Booking Dates

Please note that if you later wish to change your booking dates, a new Booking Form must be completed and acknowledged before the new booking is valid.

### Liability of the Owner

The owner/s accepts responsibility for ensuring that the standard of facilities and services offered at the property reach a reasonable standard. The owner/s does not accept liability for disappointment which the Client may feel as a result of unrealistic expectations.

The owner/s is only liable for death, bodily injury or ILLNESS arising as a direct result of the negligent acts or omissions of either the owner/s or any of their employees, agents, servants, sub-contractors and suppliers acting in the course of their employment and on the Owners' premises. Liability for any other claim for loss of any nature whatsoever is hereby expressly excluded whether or not such liability arises as a result of negligence on the part of the Owner.

For the avoidance of doubt, the owner/s accepts no liability in respect of loss occurring as a result of a failure by the Client to adequately supervise children at the property and the owner/s makes no representation that the property is a safe location at which children can play whilst unsupervised.

Any claims made pursuant to the above must be notified to the owner/s within three months of return from the holiday. The Client must assign to the owner/s all rights which it may have against any third party and must give the owner/s and their insurers full assistance in claiming against such party.

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### **Insurance**

Clients must provide evidence of adequate holiday insurance at time of final payment.

### **Representation**

All descriptions on this website or advertisements for the apartment accommodation are given in good faith and believed to be correct. This is in relation to all aspects including activity, pricing and information. Dimensions, sizes, layouts and descriptions are intended as a guide to the standards offered by the Owner/s and, due to replacements and alterations, may change from time to time.

### **Jurisdiction**

Any contract between The Client and the Owner/s shall be governed in all respects by English Law. Only English Courts shall have jurisdiction in relation to any claim or dispute arising out of or connected with any such contract.