

NINE & TENNE

CHÂTEL

Booking Terms and Conditions

Please read the booking terms and conditions set out below carefully before booking your holiday with NINE & TENNE LTD. The booking conditions will form the basis of your contract with NINE & TENNE and set out the respective rights and obligations of both parties.

Your contract

A contract shall exist between the client and NINE & TENNE when we receive the deposit or full payment as applicable and NINE & TENNE or respective sales agent issues a confirmation email. The party leader must be over the age of 18 at the time of booking and he/she must be authorized to make the booking on behalf of all the persons in the party. The person booking the holiday guarantees payment of the full cost of the holiday for all those people in the party. When you receive your invoice please check all the information carefully to ensure they are correct and advise NINE & TENNE immediately of any discrepancies.

Payment

The deposit of 30% of full payment should be paid immediately upon placing your booking request. The balance of your holiday payment must reach us no later than 10 weeks before your holiday start date. This date will be shown on your invoice. In the case of bookings made within 10 weeks of arrival, full payment must be made at the time of booking. If we do not receive all payments due in full and on time we are entitled to assume that you wish to cancel your booking. In this case, we reserve the right to cancel your holiday, retain the deposit and recoup any additional charges. We reserve the right to cancel a booking if a deposit is not paid within two weeks from the time of booking.

Holiday prices

We reserve the right to make changes to and correct errors in advertised prices at any time before a booking has been accepted. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. Once a booking has been accepted we guarantee that the price will not change.

Amendments by the client

If you wish to alter your booking with NINE & TENNE you should inform us as soon as possible. Should you decide to alter your booking after our booking confirmation has been issued we will do our best to accommodate you, however, we do not guarantee that any change will be possible. The client will be liable for any increased costs resulting from any change. If any member of your party is prevented from travelling, that person may transfer their place to someone else providing we are notified not less than two weeks before arrival.

Cancellation by the client

Please notify NINE & TENNE by phone and email or in writing immediately if you need to cancel your booking. Notification of cancellation will be effective when it is received by us in writing. We are not liable for any cancellation getting lost in the post or an error when sending. If you cancel, the following charges will apply:

Notification Cancellation charge

More than 10 weeks prior to arrival - Loss of deposit

Within 10 weeks prior to arrival - 50% of holiday cost

Within 8 weeks prior to arrival - 100% of holiday cost

In the case of a whole chalet booking where an individual cancellation reduces the number of full paying party members, the price for the booking will remain the same. Clients are recommended to take out insurance offering protection against cancellation.

Alteration or cancellation by NINE & TENNE

In the unlikely event that we need to make any changes to, or cancel, your holiday, you will have the choice of either accepting the change in arrangements or cancelling your holiday and receiving a full refund. We reserve the right to alter any holiday arrangements as necessary. The client will be notified of the changes as soon as possible. If you accept a refund we will be under no further liability outside the holiday costs charged by us. Refunds will not be payable where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control such as, but not limited to, war, threat of war, riot, civil strife, terrorist activity, fire, natural or nuclear disaster, adverse weather conditions and all other similar events that could not be avoided, amounting to force majeure.

Weather

We accept no responsibility for any delays or losses suffered as a result of adverse weather conditions.

Check-in / Check-out

Check-in on arrival day is from 3pm, and check-out at the end of your stay is before 10am. When booking flights into Geneva, please take these strict timings into consideration. The transfer from Geneva airport is just under 2 hours.

Transfers / In resort driving

Any client travelling in a resort vehicle provided by NINE & TENNE does so at their own risk.

Liability

We promise to make sure that all parts of the holiday we have agreed to arrange, perform or provide as part of our contract with you are arranged, performed and provided with reasonable skill and care. We do not accept responsibility if you suffer injury, illness or death unless it is due to negligence of our employees, acting in the course of their employment. We do not accept responsibility for injury, illness and death caused by your own actions or omissions, by any unforeseeable or

unavoidable event, or by any third person not connected with the provision of your holiday which we could not have predicted or avoided. This includes any activity booked by NINE & TENNE on your behalf with a third party such as ski lessons, husky rides, massages, and other après ski activities. If a member of your party does suffer injury, illness or death due to misadventure as a result of an activity which does not form part of your contracted holiday arrangement, we will provide you with reasonable assistance and guidance.

You are responsible at all times for all your personal belongings, documents and ski equipment where applicable (including hired). NINE & TENNE will not arrange your travel by sea, rail or air and accordingly cannot accept responsibility for injury or loss suffered as a result of the acts or omissions of the providers of such services. Such arrangements are entirely your responsibility. Please ensure you have taken out the appropriate insurance cover before travelling.

Damage by and behaviour of Clients

NINE & TENNE reserves the right to terminate, without compensation and without any further contractual obligations towards them (this includes any return transport arrangements), your holiday, if it is deemed that your behaviour is unsociable, abusive or in any way unacceptable, to ourselves or any other guest or in any way harms the reputation of NINE & TENNE with local residents or suppliers. We will not make any refunds or pay any compensation to the individual involved or to the members of his/her party, or associates wishing to curtail their holiday as a result. NINE & TENNE reserves the right to claim back from the client any costs or charges incurred due to damage to the chalet whether accidentally caused or not.

Complaints

If you are unhappy about any aspect of NINE & TENNE arrangements whilst on holiday or experience any problems with your holiday whilst away, you must immediately inform a member of the team who will make every effort to amend the problem. We regret that we cannot accept liability in respect of any complaints which are not notified entirely in accordance with this clause.

Insurance

Winter bookings: it is a condition of booking that all clients have adequate ski insurance and medical cover.

Our responsibilities to you

We have taken every care to ensure the accuracy of the details set out in our website. However, if there is any change we will endeavour to bring these to your attention as early as possible. We are responsible for ensuring the accommodation you book with us as described in our website and the services provided are of a reasonable standard.

Security Deposit

A security deposit of €1000 is required. This must be received on or prior to arrival.

The security deposit is fully refundable within 14 days of departure, provided the following provisions are met:

- No damage is done to property or its contents, beyond normal wear and tear
- No charges are incurred due to illegal activity, pets or collection of rents or services rendered during the stay
- All charges accrued during the stay are paid prior to departure
- No linens are lost or damaged
- The renter is not evicted by the owner or the local law enforcement