

Booking Contract

The terms and conditions (the **Booking Contract**) outlined below are between and shall bind the property Owner (**we, us and our**) and the Renter who books our property (the **Property**) through the allChalets website (each a **Booking**). References to **you** or **your** are references to the person making the booking (the Renter) and all members of the Renters Party.

1. Booking Contract

1.1 The terms and conditions outlined below, together with the Quote, form the Booking Contract between the Renter and Owner. This forms the basis of your agreement with us so please read them carefully.

1.2 The Booking Contract is effective from the date when the Renter makes the first payment on the booking.

1.3 All bookings are made on and subject to these terms and no other terms shall apply to the booking, unless otherwise agreed between us and you or as required by law.

1.4 For the avoidance of doubt, you acknowledge and agree that the provider of the Property is us and not allChalets.

2. Making your Booking

2.1 You can book a Property with us by making the payment specified in the Quote provided to you by us via the allChalets website. The Booking shall be made and this Booking Contract shall be effective once the the Initial Deposit or Full Payment (in the case of a booking with only one payment) has been received by allChalets and you have received an email from us confirming the Booking and including the Cancellation Policy.

2.2 You should check the details of the Quote carefully before making any payment to allChalets regarding your Booking. You must contact us immediately if any information which appears on the Quote or confirmation email or any other document is incorrect or incomplete, as it may not be possible for us to make changes later.

2.3 We cannot accept responsibility for any errors or omissions unless you notify us of them within one week of the date of the email you receive from allChalets that confirms your booking on our behalf.

3. Who may stay at the Property?

3.1 Only the Renter and members of the Renter's Party may occupy the Property during your Stay.

3.2 It is a condition of your booking that the number of persons (adults and children) must not exceed the number of sleeping places indicated on the Website.

3.3 You may not substitute any persons during your Stay unless we, acting in our sole discretion agree that you may do so.

3.4 You may not transfer your Booking or any rights and responsibilities under this Booking Contract to any other person, without our prior written consent.

4. Arrival and Checking in

4.1 On the Arrival Date you can arrive at the Property after the time specified by us on the and on the Departure Date you must leave by the time specified by us. We will let you know these times in writing in advance of your stay.

4.2 When you arrive at the Property on your Arrival Date, you must present us with a copy of the Booking confirmation that allChalets sent to you, as well as the passport or identity card of all members of the Renter's Party.

4.3 If your arrival will be delayed, you must contact the person whose details are given on the booking confirmation email so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property.

4.4 If you fail to arrive by midday on the day after the Arrival Date and you do not advise the contact of your expected late arrival we may treat the Booking as having been cancelled by you and we shall be under no obligation to refund you for fees already paid to us via allChalets. Please refer to the the Cancellation Policy for further details.

5. Payments

5.1 At the time you make your booking, you must pay to allChalets, on our behalf, via the Website, the Deposit amount listed in the Quote and shown on the Website. In the case of late bookings or a Booking with just one payment then you must pay to allChalets, on our behalf, via the Website, the Full Payment amount listed in the Quote.

5.2 When you book, you agree to pay to us all sums shown on the Quote.

5.3 The balance of the cost of your Stay shown as payable to allChalets on the Quote, must be paid to allChalets, on our behalf, on or before the balance due date listed on the Quote.

5.4 If you fail to pay the sums that appear on the Quote in full and on time, to allChalets, we may treat your booking as cancelled by you and the Cancellation Policy (as defined below) shall apply.

5.5 We have appointed allChalets as our agent to process and deal with payments that you are liable to pay to us, other than those payments which are payable locally.

6. Cancellation or amendments made by us

6.1 We would not expect to have to make any changes to your Booking once it is confirmed, but sometimes problems occur and we do sometimes have to make alterations or, very occasionally cancel Bookings. We reserve the right to cancel your booking. This may be because an event of force majeure has arisen or for some other reason.

6.2 If a cancellation or change does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your Booking. We will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

6.3 If we make a significant change to or cancel your booking, you agree that if we own/manage and have available suitable alternative accommodation near the Property, you will not unreasonably refuse to accept the offer of such alternative accommodation if it is available for the duration of your Stay on the same terms as we made the Property available.

6.4 Whilst we always endeavour to avoid changes, we reserve the right to make changes to the description of the Property or any services or extras we agreed to provide both before and after your booking has been made. We may make these changes to correct errors in descriptions that appear on the Website or because the cost or availability of services and extras have changed, or because an event of Force Majeure has occurred.

6.6 We do not accept any liability to pay to you any expenses, costs or losses incurred by you as a result of any change by us to your booking or cancellation by us.

6.7 Very rarely, we may be forced by Force Majeure to change, cancel or terminate your stay. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds, pay you any compensation or meet any costs or expenses you incur as a result.

7. Cancellation or Amendments made by you

7.1 If you need to cancel or amend your Booking you must write to us or email us as soon as possible. You can also submit a cancellation request through allChalets by emailing cancellations@allchalets.com, however, you should contact us first before cancelling in this manner.

7.2 A cancellation or amendment will not take effect until we receive written confirmation from you.

7.3 The cancellation policy described in your email confirmation applies to your Booking and allChalets will refund any amounts due to you in accordance with the agreed Cancellation Policy.

7.4 In the event that any balance required from you is not paid in accordance with the timeframes set out in the Quote we shall be entitled to treat your Booking as being cancelled by you and the Cancellation Policy shall apply.

7.5 If you do not arrive at the property within 24 hours of your arrival time and do not notify us of the expected delayed arrival, we shall be entitled to treat your Booking as being cancelled by you and the Cancellation Policy shall apply.

8. Travel Insurance

8.1 Travel insurance is not included in the cost of your Stay. We recommend that you take out sufficient travel insurance to cover you and your belongings at all times. Please read your travel insurance policy carefully. It is your responsibility to ensure that the travel insurance cover you purchase is sufficient for your particular needs.

8.2 We recommend that you take out insurance to cover the risk of cancellation or disruption.

9. Force Majeure

9.1 We do not accept liability or pay any compensation where the performance of our contractual obligations is prevented, delayed or affected by, or you otherwise suffer any damage or loss as a result of, an event of Force Majeure.

10. Our liability to you

10.1 We promise that the Property will be in a condition reasonably suitable for occupation by able bodied individuals on a temporary basis during the Stay and that any services that we agree to provide or arrange will be provided with reasonable skill and care.

10.2 You acknowledge that the Property is not an official tourist structure, but is a private dwelling that is made available as temporary accommodation during your Stay. You agree that there is no internationally recognised standard for such accommodation and that, as such, the Property may reflect local architectural styles, furnishings and building standards, and its decoration and features may reflect local traditions and the personal taste of the Owner.

10.3 We do not accept responsibility or liability for any loss or damage that you or any member of the Renter's Party may suffer (including, without limitation, for death or personal injury) as a result of any failure or deficiency of the Property that is not caused by any fault of ours.

10.4 We are not responsible and do not accept liability for any injury, illness, death, loss, damage, expense, cost or other sum or claim of any description whatsoever suffered or made by you or any member of the Renter's Party which results from any of the following:
(a) the fault of you, or the person(s) affected, or any member(s) of the Renter's Party; or
(b) the fault of a third party not connected with the provision of the Property or any services which we could not have predicted or avoided; or
(c) an event or circumstance which could not have predicted or avoided even after taking all reasonable care.

10.5 We are not responsible and do not accept liability where you or any member of the Renter's Party do not enjoy the Stay or suffer any problems because of a reason you did not tell us about when you booked your Stay or where any problems you suffer did not result from any breach of the Booking Contract by us or for any other fault of ourselves or any losses, expenses, costs or other sum you have suffered related to any business.

10.6 We do not accept responsibility for any services that do not form part of the Booking Contract. This includes, for example, any additional services or facilities any other supplier agrees to provide for you.

10.7 We are not responsible for and do not accept any liability for any indirect or consequential losses (including, but not limited to, loss of profit, chance or opportunity) or liability for punitive damages.

10.8 The maximum aggregate amount of our liability to you and all members of the Renter's Party for losses you suffer as a result of us acting in breach of this Booking Contract is strictly limited to the amounts received by us in relation to your Booking.

10.9 We shall not be liable for any losses which are not a foreseeable consequence of us breaching this Booking Contract. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.

10.10 Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you.

10.11 For the avoidance of doubt, allChalets shall not be liable to you or responsible for any issue between you and us regarding the Booking,

10.12 allChalets shall not be liable to you or responsible for any issue between you and us regarding any failure in relation to any payments due to the failure of a payment solution provided by a third party and/or the rejection of any payment of yours by a third party payment solution provider.

10.13 This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

11. Complaints and problems

11.1 Every effort has been made to ensure that you have an enjoyable and memorable holiday. In the unlikely event that you or any member of the Renter's Party has any reason to complain or experiences any problems with the Stay 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. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. Discussion of any issues or criticisms with us whilst you are in residence at the Property will usually allow any shortcomings to be rectified promptly. If any complaint cannot be resolved during your Stay, you email or write to us with full details within 28 days of the end of your Booking. You should always contact us and not allChalets if you have any complaint in relation to your Booking or the Property.

12. Your Behaviour and responsibilities

12.1 You agree on your behalf and on behalf of each member of the Renter's Party to keep and leave the Property and/or any fixtures, fittings, furniture, furnishings, appliances and other contents in clean and in a good condition. You agree not to cause any damage to any part of the Property and/or to any fixtures, fittings, furniture, furnishings, appliances and other contents within 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.

12.2 You agree (on your behalf and on behalf of each member of the Renter's Party) to comply with the regulations set out in any property manual or welcome pack at the Property and any other regulations reasonably specified by us from time to time.

12.3 You agree to take all necessary steps to safeguard your personal property and that of the Renter's Party while at the Property.

12.4 You agree (on your behalf and on behalf of each member of the Renter's Party) to show due consideration for other people (including, without limitation our representatives, cleaning staff, gardeners, and other staff) who may come into the Property during your Stay.

If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of the Renter's Party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to the Property or to any fixtures, fittings, furniture, furnishings, appliances and other contents in the Property, or in any way damage the reputation and/or goodwill or good standing of the Owner you agree that we may, without prior notice, require the person(s) concerned to leave the Property at once. In this situation, you will ensure that such person(s) then leave the accommodation. We will have no further responsibility toward such person(s). No refunds will be made and we will not pay any expenses or costs incurred as a result of such action.

12.5 You agree to ensure that you and each member of the Renters party is covered by adequate travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage)

12.6 You agree not to allow more people to stay in the Property than expressly authorised and notified in advance.

12.7 You agree not to take pets into the Property unless permitted by us in writing in advance. If you do so, we can refuse to hand over the Property to you, or can require you to leave it.

12.8 We will treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund you for any fees already paid to us in those circumstances. Any refund will be at our sole discretion.

12.9 You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs, in an emergency or to ensure you are complying with this Booking Contract.

13. Damage Deposit

13.1 We reserve the right to request payment of a Damage Deposit on arrival at the property, if a damage deposit has not been paid in advance. We will notify you in advance of the amount of said damage deposit and the allowable payment methods.

13.3 The Damage Deposit may be used for any repair and/or replacement of the Property, furnishings, fixtures and fittings that are necessary after your stay. We will return the Damage Deposit to you following the return of the keys to us, less any deductions in accordance with the conditions listed above.

14. Special requests and medical conditions

14.1 If you have any special request, you must advise us at the time of booking by email. Although we will endeavour to meet any reasonable requests we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of the Booking Contract by us.

14.2 If you or any member of the Renter's party has any medical problem or disability that may affect the Stay, please tell us before you book by contacting us using the enquiry form on the Website. If we consider that we are unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel the booking when we become aware of these details.

15. Travel documents, passports, visas and health requirements

15.1 It is your responsibility to ensure that you (and/or each member of the Renter's Party) are in possession of all necessary travel and health documents (including Passports and Visas (where applicable) before departure. You must pay all costs incurred in obtaining such documentation.

You must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel to determine what travel documentation you will need to be able to visit the Property.

16. Prices and website accuracy

16.1 Please note that the information and prices shown on the Website may have changed by the time you come to book your Stay. Whilst we make every effort to ensure the accuracy of the website and prices at the time of requesting the booking, regrettably errors do occasionally occur and prices can change before you confirm your booking. Please carefully check all details of your Booking on your booking confirmation.

17. Responsibilities and the role of allChalets

17.1 allChalets is not a party to the Booking Contract and you and we agree that we shall deal with each other in relation to it.

17.2 allChalets has not visited and/or checked the Property and does not verify or check the description of the Property, its contents or any services we agree to provide (or arrange to be provided) to you. The description appearing on the Website has been uploaded by us and has been prepared in good faith by us.

17.3 allChalets allows us to advertise the Property on the Website and to use its software as a means of facilitating us and you to make the Booking Contract.

17.4 allChalets acts as our agent for receiving all amounts that are shown in the Quote as payable to allChalets.

18. Governing law and Jurisdiction

Unless you and we agree otherwise, this Booking Contract (including any non-contractual obligations arising under or in relation to this Booking Contract) shall be governed by the laws of England and Wales.

Unless you and we agree otherwise, any dispute, matters or issue arising out of or connected with this Booking Contract will be dealt with by the courts of England and Wales.

19. Defined Terms

Booking: refers to a Booking Contract.

Booking Contract: means the contract made between the Owner and the Renter when the Renter makes payment for a Stay in a Property on a temporary basis.

Arrival Date: means the date detailed in the Booking Contract when your Stay is scheduled to begin.

allChalets: refers to All Chalets Ltd., which is a company registered in England and Wales under company number 9046065 and has its registered office at 27 Old Gloucester Street, London, WC1N 3AX, UK.

Force Majeure: means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events include war or threat of war, riot,

civil strife, actual or threatened terrorist activity, government actions or decrees, industrial dispute, natural or nuclear disaster, epidemics, outbreaks of communicable disease, adverse weather conditions, fire, and any other event outside our control.

Owner: means any one of (a) the person who owns the Property or, if there is more than one owner, the owner who is authorised to rent the Property via the Website, (b) an agent/manager for the person or persons who own the Property.

Property: means the chalet, apartment, house, villa, hotel, apartment block, or other building or accommodation including any premises, any swimming pool, ancillary building and annex, made available for temporary occupation by the Owner to a Renter via the Website. The Property is identified by the reference number shown on the Quote.

Renter: means the person who makes the booking. If the name of the Renter is changed after the booking is made, the person who made the booking remains liable under the terms of the Booking Contract jointly and severally with the person whose name then appears in his place.

Renter's Party: means the person(s) who will occupy the Property during the Stay (including any additional person(s) or substitute person(s) agreed with the Owner).

Stay: means the period of time described in the Quote during which the Renter and the Renter's Party agree to occupy the Property in accordance with the terms of the Booking Contract.

Quote: refers to the summary of the booking shown emailed to the Renter and Owner prior to confirming the booking. The Quote is an integral part of the booking and forms part of the Booking Contract.

We, us, our: refers to the Owner.

Website: means allchalets.com, or any other website operated by allChalets through which the booking is made.

You, your: refers to the Renter.