

TERMS AND CONDITIONS - SASKIA 5, LEUKERBAD, SWITZERLAND

1. USE OF APARTMENT

Guests must use the apartment for the purpose of a private holiday residence up to the maximum number of 4 people.

The apartment must not be used for any business activity or for illegal or immoral purposes.

Guests must not do anything in or around the property to cause a nuisance to others or to cause damage to the apartment or any adjoining property or its owners/occupiers.

Guests must not block the lavatory, sinks, cistern or pipes in the property in any way.

Furniture and other objects must not be removed from the apartment.

No smoking is allowed in the apartment.

No pets are allowed in the apartment.

Guests must supply their own towels including kitchen towels.

Bed linen will be provided at no extra cost.

Guests have use of private parking space at no extra cost.

(a) Cleanliness

Whilst the apartment will be cleaned following your departure, it is expected that you will leave the property in good condition and treat it with utmost care during your stay.

2. ARRIVAL & DEPARTURE

The apartment will be available from 3pm on the day of arrival and must be vacated by 10am on the day of departure.

It must be left in a satisfactory condition and any breakages or damage must be reported to our agent, Treuinvest AG in Leukerbad, prior to departure.

3. KEYS

The apartment key will be forwarded to you 7 days prior to the start date of your rental period.

You must return the key to us within 3 days of the departure date of your rental period.

If the key is lost, you will be charged for the cost of a replacement.

4. RESERVATION AND DEPOSIT:

Upon receipt of your enquiry, a booking form will be sent to you for completion. The booking form needs to be returned together with the appropriate payment amount. The contract between us comes into effect once we have issued confirmation of the booking by either post or email upon receipt of the completed booking form and deposit. Please **DO NOT BOOK FLIGHTS** until you have confirmation from us of your booking.

(a) PAYMENT OF DEPOSIT IN STERLING:

We ask you to make payment by bank transfer for the non returnable deposit, being 25% of the rental due, (or full payment if booking is less than 10 weeks before the start of your rental period).

(b) PAYMENT OF BALANCE:

The balance must be paid at least 10 weeks before the start of your rental period. We do not issue further invoices or reminders and it is your responsibility to ensure that full payment is made to us at least 10 weeks prior to the start of your rental period. If we do not receive payment in full and on time we reserve the right to treat your booking as cancelled by you and the cancellation terms set out in clause 5 below apply.

(c) OUR PRICE GUARANTEE:

The prices shown on your confirmation are fixed but we reserve the right to correct genuine errors in advertised or confirmed prices. We will do so as soon as we become aware of any errors. We also reserve the right to change our rental prices as listed on our website at any time prior to accepting your booking.

5. CANCELLATION AND AMENDMENT

IF YOU CANCEL YOUR BOOKING:

(a) AT LEAST 10 WEEKS PRIOR TO THE START OF YOUR RENTAL PERIOD:

If you have only paid the 25% non returnable deposit, the 25% deposit is retained by us and no further sums are due from you to us.

If you have paid in full, the 25% deposit is retained by us and the remaining 75% is returned.

(b) LESS THAN 10 WEEKS PRIOR TO THE START OF YOUR RENTAL PERIOD:

If you have paid in full, the full amount of the rental is retained by us.

If you have only paid the 25% deposit, this is retained by us and the remaining 75% is due.

If we are able to find someone else to rent the apartment for your dates, we will send you an amount equal to 75% of the new rental paid less an administration fee of £25.

HOW TO CANCEL

If you want to cancel your booking after it has been confirmed, the details must be sent to us by the person completing the booking, by RECORDED DELIVERY MAIL to: Mr AC Golding, Waterlane Cottage, Water Lane, Selsley East, Stroud, Glos GL5 5LW.

Any refunds that are due will be calculated from the date your instructions are received by us.

It is in your interest to let us know as early as possible.

WE RECOMMEND THAT YOU TAKE OUT YOUR OWN TRAVEL INSURANCE POLICY THAT WILL PROVIDE COVER IN THE EVENT THAT YOU HAVE TO CANCEL. If the reasons for cancellation fall under the terms of your Travel Insurance Policy you may be able to claim.

WHEN WE CANCEL YOUR BOOKING

We promise we will only cancel your confirmed booking where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time), or where we are forced to do so as a result of circumstances outside our control/"force majeure" (see clause 8).

This is extremely unlikely but if this situation does occur, no liability can be accepted where we are forced to cancel as a result of unforeseeable and unusual circumstances beyond our control/"force majeure", the consequences of which we could not have avoided even with all due care.

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 of the above.

IF YOU AMEND YOUR BOOKING

If you need to amend your booking after it has been confirmed, we will do our utmost to make any changes you need. However this may not always be possible and the following will therefore apply:

(a) LESS THAN 10 WEEKS PRIOR TO THE START OF YOUR RENTAL PERIOD:

If you amend your rental date after confirmation and within 10 weeks of the start date of your rental period, this will be considered to be a cancellation and the 25% non returnable deposit will not be transferable.

(b) UP TO THE 10 WEEKS PRIOR TO THE START OF YOUR RENTAL PERIOD:

If you amend your rental date after booking and the amendment can be accommodated there will be an administration fee of £25.

If your party is prevented from traveling, you may transfer your booking to someone else (introduced by you) providing we are notified not less than 10 weeks before the start date of your rental period.

Where a transfer to a person of your choice can be made, an amendment fee of £25 must be paid before the transfer can be affected.

No amendments or cancellations will be effected unless details are confirmed in writing by you. The details must be sent to us by the person completing the booking, by RECORDED DELIVERY MAIL to Mr AC Golding, Waterlane Cottage, Water Lane, Selsley East, Stroud, Glos, GL5 5LW.

In addition to the administration fee you must also pay any costs incurred by ourselves and any costs or charges incurred or imposed by our Management Company.

6. YOUR RESPONSIBILITIES

You are responsible for any damage that you cause during your stay.

All damages and breakages should be reported to our agent, Treuinvest in Leukerbad, before your departure.

However, where repairs, replacements or additional cleaning are needed, you will be liable for the additional cost incurred and we will seek reimbursement of any such costs that we have incurred.

(a) Safety and Liability

Whilst in occupation, your personal safety is your responsibility and we do not accept any liability or responsibility for any injury incurred during your stay.

(b) Insurance

It is the hirer's responsibility to take out appropriate insurance to cover all aspects of their trip and to ensure that all passports and other documents are in order.

(c) Personal Property

No liability is accepted for the loss of or damage to any personal property or effects, documents (e.g. passports, driving licenses) travelers cheques or money belonging to any member of the party whilst renting our property. All such items are at all times and under all circumstances, at 'owner's risk'.

7. OUR RESPONSIBILITIES:

We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:-

- (a) the fault of the person(s) affected or any member(s) of their party or
- (b) the fault of a third party or
- (c) an event or circumstance which we or our agent or Management Company could not have predicted or avoided even after taking all reasonable care
- (d) "force majeure" (see clause 8). Please note, we cannot accept responsibility for any additional services or facilities which our agent or Management Company agree separately to provide for you.

8. FORCE MAJEURE:

We regret we cannot accept liability or pay any compensation where the performance of our contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss as a result of "force majeure". This means any event which we or our Management Company could not, even with all due care, foresee or avoid. Such events may include (but are not limited to) war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial disputes, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

9. PROMOTIONAL MATERIAL ACCURACY:

Our promotional material is maintained by ourselves. The description and classifications of the apartment and nearby facilities are based on our own experience and information supplied by the Management Company and local Tourist Board. All information has been checked and is known to be correct as of September 2018. However as it maybe many weeks before you actually use the apartment, there may be changes to these facilities. This may be due to weather conditions, commercial reasons, local licensing laws, religious holidays, etc. Please remember that we do not own or control these facilities. If you have any specific queries, please email or telephone for further details. If we become aware of changes to the facilities which we believe may affect your holiday, we will inform you.

10. BUILDING AND DEVELOPMENT WORKS:

Our apartment is in a finished development. There will be no major construction work carried out. Occasionally, general maintenance work may need to be carried out and we will be advised of this by the Management Company. Whenever we are made aware of such work and we believe it will impact upon your stay, we will inform you.

In the unlikely event that emergency repairs need to be made to the apartment whilst you are staying there, our Management Company will liaise with you regarding these.

It is possible that building or development works in the surrounding area by independent third parties may commence without our knowledge. We regret we cannot always let you know of these ever changing local conditions. Again, whenever we are made aware of such work, we will inform you of the impact that this will have upon you.

We cannot be held liable for loss of main services such as electricity or water supplies, nor any actions taken in the vicinity of the accommodation by any person(s) or authority over which we have no control. Similarly, you should be aware that there may be occasions when an advertised facility is either modified or not available. Such situations may be dictated by local circumstances, breakdowns of machinery and/or the necessity for maintenance, unsuitable weather conditions, fuel shortages, power cuts and other circumstances beyond our control. If we are advised of these we will endeavour to inform you in advance, but cannot be held liable in such circumstances.

11. GENERAL INFORMATION:

FAIR TRADING CONDITIONS:

The above conditions form the basis of the contract between us and will be subject to English Law and jurisdiction, once you have paid your deposit and received our written confirmation of your rental booking. You will also become directly responsible for the payment of the total rental amount and if applicable and appropriate, any cancellation charges.

TRAVEL DOCUMENTS:

It is your responsibility to arrange travel to and from our apartment and to ensure that your Passport is valid and meets the Immigration requirements of all countries you plan to visit. No Visas are required for British citizens travelling to Switzerland.

IMMUNISATION REQUIRED:

At the time of going to press (September 2018), no vaccinations are required for British citizens travelling to Switzerland from the UK. However, you should consult your Doctor for an up-to-date position on health requirements before you travel and refer to the DSS leaflet "Health Advice for Travellers" or contact The Foreign & Commonwealth Advice Unit.