



TERMS AND CONDITIONS

1. **DEFINITIONS**

In the terms and conditions laid out below:

“We”, “Us” or “Our” shall mean Chalet Christy, a company incorporated in Switzerland with the address Chemin de Prameiraz 21, 1997 Haute-Nendaz, Switzerland.

“You” shall mean the person who is named as the lead booking name on the booking form and the person who is responsible for the booking on behalf of all the other people in your party.

“Fee” shall mean the price for the reservation for the period of stay specified on the booking form.

“Property” shall mean Chalet Christy.

“Other Service” means any service, other than chalet accommodation, received by any member of the chalet party whether or not provided by, or arranged by, us (including without limitation, insurance services, medical services, transport, excursions, winter sports equipment hire, and winter sports lessons and guiding).

“Website “ means www.chaletchristy.com.

2. **MAKING A BOOKING**

- 2.1. These terms and conditions, together with the Chalet Christy booking form (the “booking form”), govern the relationship between us.
- 2.2. You agree to these terms and conditions and are fully responsible for all matters relating to the booking and the payment of the Fee, together with any amendments made to the booking and subsequent cancellation or amendment charges that may be payable. You confirm that you have the authority to accept the terms and conditions on behalf of all other members of your party (including any members of your party added to the booking at a later date).
- 2.3. To make a booking, you should complete and sign the booking form and send it to us with the appropriate payment as set out in clause 3.2. Your submission of the booking form together with payment of the Deposit (or Fee, if applicable) constitutes an offer to book Chalet Christy, which we reserve the right to reject at our discretion. A contract will exist between us when we acknowledge acceptance of your booking and acknowledge receipt in cleared funds of the Deposit or where applicable, the full Fee, and we will send you a confirmation notice to acknowledge such acceptance. If we are unable to accept your booking form for any reason we will notify you and return your Deposit (or Fee, if applicable).
- 2.4. You are responsible for ensuring the accuracy of the information submitted on the booking form. Incorrect information may delay our processing of the booking. Please check all of your booking information carefully as soon as you receive it to ensure that all correspondence concerning your booking is complete and accurate. You should inform Chalet Christy immediately should you have any concerns about the completeness or accuracy of all such correspondence.

3. **PAYMENT & CONFIRMATION**

- 3.1. You agree to pay the fees in relation to your booking in accordance with our current published prices (the “Fee”) and the Fee shall be paid in full in all circumstances at least 8 weeks prior to the date of your intended arrival date at Chalet Christy as specified on the booking form (“Arrival Date”). Please note that if a payment is not received on time or in the correct amount, we reserve the right to cancel your booking and levy cancellation charges as set out in clause 5.3.
- 3.2. You shall either:
 - 3.2.1. pay or provide means of payment of the Deposit when you submit the booking form and if we accept your booking we will issue a confirmation invoice to you to indicate the balance of Fee payable by you; or
 - 3.2.2. if there are less than 8 weeks between the date that you submit your booking form and the Arrival Date, pay or provide means of payment of the full Fee when you submit the booking form.
- 3.3. If you fail to pay the balance of the Fee at least 8 weeks before the Arrival Date, we will treat your booking as cancelled and levy any applicable cancellation charges as set out in clause 5.3.
- 3.4. Deposits and payment of the Fee can be made by bank transfer or credit card (Mastercard or Visa). Payments by credit card are subject to a 3% administration charge. We regret we are not able to accept payment by Switch, Maestro, Amex or Diners.

4. CAPACITY OF CHALET CHRISTY

- 4.1. Chalet Christy has a maximum sleeping capacity of 16 people, as outlined on the Chalet Christy website. We shall not accept a booking if the number of people in the party for the booking exceeds the maximum sleeping capacity. The Fee will not be reduced if there are fewer people in your party than the maximum sleeping capacity specified if you have reserved exclusive use of the chalet.
- 4.2. Only the persons named on your booking form may occupy and use the facilities of Chalet Christy, unless prior agreement is obtained in writing from us. If (prior agreed) additional guests are invited to eat or stay overnight, we reserve the right to charge extra for the services provided. If you over-occupy Chalet Christy further charges may be levied against you or we may terminate your occupancy of the chalet in accordance with Article 11.
- 4.3. You shall use Chalet Christy only for the purpose for which it has been rented to you (personal lodging). It is forbidden to use the premises for any kind of commercial use during the rental (photo shoots, seminars, large parties etc.) unless expressly agreed in writing by us, or to take and/or use photographs of the Property for any commercial purpose. You shall not sublet the property in any circumstance whatsoever. You also agree that stays at Chalet Christy cannot be sold, awarded as prizes or otherwise transferred without our prior written authorization. Hen and Stag parties by prior arrangement only.

5. CHANGES AND CANCELLATION BY YOU

- 5.1. After we accept your booking any alterations to your booking must be notified in writing to us by you. We reserve the right to reject any alterations to your booking, however if we accept them we shall send confirmation of these changes in writing to you promptly. You hereby agree to indemnify Chalet Christy for any reasonable expenses incurred in making an amendment.
- 5.2. If we accept your booking, you may cancel the contract between us in accordance with these terms and conditions. All cancellations must be advised by you in writing to us (whether by email or letter) and shall be effective from the date we receive such notice. Our full contact details are listed on the booking form. We take no responsibility for non-delivery or non-receipt of the notification of cancellation.
- 5.3. If you cancel a booking after it has been accepted by us, we may refund the Fee to you, minus the following cancellation charges:
 - 5.3.1. If cancellation is made more than 8 weeks before your Arrival Date, the Deposit will be retained by us and we will refund the balance of the Fee to you (if already paid).
 - 5.3.2. If cancellation is made between 8 and 6 weeks before your Arrival Date, 50% of the Fee is non-refundable.
 - 5.3.3. If cancellation is made between 6 and 2 weeks before your Arrival Date, 75% of the Fee is non-refundable.
 - 5.3.4. If cancellation is made less than 2 weeks before your Arrival Date, or in case of no-show, 100% of the Fee is non-refundable.
 - 5.3.5. There may also be cancellation fees levied by third parties/our affiliates such as transfer operators; we will advise you of any such additional cancellation fees in due course once we have this information and, if requested, you will refund us in respect of such fees forthwith.
- 5.4. You are responsible for arriving on the Arrival Date. We will not refund any proportion of the Fee if you arrive at Chalet Christy at any time after the Arrival Date for any reason.

6. CHANGES AND CANCELLATION BY US

- 6.1. Chalet Christy reserves the right to alter or cancel the whole or part of the booking. We will advise you of any changes or cancellations as soon as reasonably possible. Different terms will then apply depending on whether the proposed changes are, in the opinion of Chalet Christy, minor or substantial. If the proposed changes are, in the opinion of Chalet Christy, minor, we will make alternative, comparable arrangements at no cost to you, who shall accept such alternative arrangements. If the changes are, in the opinion of Chalet Christy, substantial, then we may offer alternative arrangements to you, but you shall not be obliged to accept such alternative arrangements. If no such alternative arrangements are offered in these circumstances, or You do not accept any such offered alternative arrangements, then You may reject the booking within 14 days of notification to You of the relevant change(s) and Chalet Christy will cancel the booking. If you reject the booking in these circumstances, all monies which have been paid by you to us as at the date of cancellation will be repaid to you, less any reasonable expenses incurred by Chalet Christy in respect of the booking. Under no circumstances will Chalet Christy be liable to you for any financial recompense in the event of a change (whether material or otherwise) which does not lead to a cancellation. Any liability of Chalet Christy which may arise in the event of cancellation shall be limited to a refund of monies as provided above. Chalet Christy will not be liable for any cancellation that results from your default.
- 6.2. We will notify you (by telephone if necessary) if in the unlikely event it becomes necessary to cancel your booking which we have accepted. If we cancel your booking for any reason, we will refund the Deposit (or Fee if paid). A refund of such payment to you shall constitute our total liability to you in relation to our cancellation pursuant to this clause.
- 6.3. Chalet Christy shall not be liable for any refund should we be forced to cancel or change your holiday due to circumstances amounting to Force Majeure. Such circumstances shall include, but are not limited to, war or threat of war, riot, civil strife, terrorism, industrial disruption, natural disasters, fire, technical problems, adverse weather, governmental action, government travel restrictions due to health reasons and similar events beyond our control.

7. EXTRAS AND OTHER SERVICE PROVIDERS

- 7.1. The Fee includes the amenities and the services as published on our website. We can arrange extra amenities for you which we provide directly to you for an additional charge ("Additional Fees"). If you choose to book any of

these services, you shall provide us with your credit card details and authorise us to collect payment for the Additional Fees from your credit card before your date of departure.

- 7.2. The Fee does not include transfers, lift passes, equipment hire, ski lessons/guiding and other services (which are provided by other service providers). We can recommend certain service providers to you for these services and will provide more details if requested and when you arrive at Chalet Christy.
- 7.3. However, whilst we will use all reasonable care in selecting the service providers to provide such services, the terms and conditions of the applicable service provider apply (including their data protection policy) and if you book any of these services you contract with such service provider and not with us. Except in respect of death or personal injury resulting from our negligence, we accept no liability for anything associated with such services and any claim you have in relation to any services will be against the relevant service provider and not against us.

8. TOURIST TAX

- 8.1. Tourist tax is charged at CHF 3.50 per adult per night and CHF 1.75 per child (6-16) per night (children 5 and under are free of charge). This is excluded from the chalet price and must be paid locally on arrival.

9. TRAVEL AND INSURANCE

- 9.1. You are solely responsible for arranging your travel to and from Chalet Christy.
- 9.2. Due to the nature of sports activities that you may undertake during your stay, we strongly recommend that you take out adequate travel insurance for you and your party at the time of your booking. This should cover amongst other things personal accident, death, medical and repatriation expenses, cancellation, delay, curtailment, missed departure and legal expenses. You are solely responsible for taking out adequate travel insurance and Chalet Christy cannot accept any liability for your failure to organise adequate travel insurance cover.
- 9.3. Any transport offered in our vehicles during your stay is accepted at your own risk.

10. OTHER GROUPS

- 10.1. We reserve the right to have other persons staying at Chalet Christy, unless the entire chalet has been booked for exclusive use by you.

11. CLIENT RESPONSIBILITY

- 11.1. You shall treat the Chalet Christy property with consideration and respect. Many of the interior furnishings in Chalet Christy are bespoke items and therefore carry a considerable value. You will be liable to reimburse us for any damage you cause to the interior or exterior furnishings, property or the structure of any Chalet Christy and are required to report any damage that occurs to us immediately. We recommend that you ensure that your insurance policy covers accidental damage to the Property or adjacent properties and their contents during your stay caused by you or any member of your party, your employees or visitors to the property.
- 11.2. You are liable for any costs, claims, liabilities, loss or damage caused by you to the property (including the chalet structure), our agents, suppliers or staff, and you shall pay for such liability in full and you accept full responsibility and liability for all members of your party.
- 11.3. At our discretion we may require you to lodge a security deposit of 20% (or higher if required) of the Fee. This is to ensure that we can recover the cost of any damage or loss caused by willful default or accidental damage by you or members of your party in accordance with Article 9.1.
- 11.4. The deposit shall be lodged with us by way of credit card authorisation. You should reconcile the amounts of any damages with us before you leave your Chalet Christy as we shall automatically debit from your credit card when you leave Chalet Christy the amount of damage or loss which we believe, or we are instructed by our agents, has occurred.
- 11.5. The credit card authorization will be refundable at the latest 1 month after your departure, less any costs incurred during your stay or cost of damages. Repayment may be delayed if the costs of any repair have to be determined.
- 11.6. You are responsible at all times for the safety of your personal baggage, documents and all ski equipment including rental equipment.
- 11.7. You accept full and sole responsibility to be aware of and understand the risks, hazards and dangers associated with mountain sport activities and to only partake in those activities for which you are properly trained and have the necessary experience of. You further acknowledge that you will be solely responsible for determining your own level of skiing and/or snowboarding experience. You are strongly advised to follow local weather reports, seek local advice prior to participating in skiing and snowboarding activities and follow all local guidelines and safety instructions in respect of the slopes on which you intend to ski and/or snowboard. You are reminded in particular that "off piste" (i.e. non-designated areas) skiing and/or snowboarding involves risks, dangers and hazards in addition to those normally associated with downhill skiing and/or snowboarding. Specifically (but without limitation) skiing and/or snowboarding "off piste" is uncontrolled, unmarked, uninspected and brings with it increased risks associated with (but not limited to) avalanches, variable snow conditions, crevasses, man made structures, trees, rocks and collision with other skiers and/or snowboarders. Furthermore you should be aware that in the event of injury or separation from your ski party (if applicable) in an "off piste" area, communication is difficult and rescue and medical treatment may not be available. Any Client participating in "off piste" activities does so at their own risk.

- 11.8. You accept full responsibility for any children left unattended within Chalet Christy. In addition, we will not transport children under the age of 12 unless prior agreement has been obtained or the children are accompanied by an adult or guardian from the party.

12. RULES AND SAFETY PRECAUTIONS

- 12.1. Safety: Chalet Christy is a private chalet and not a hotel. There are no legal notices for precaution as you may find in luxury hotels. Chalet Christy and the Owners will not be liable for any accidents / injuries to you, the Occupants or your guests while staying at the Property.
- 12.2. The Property may or may not contain a list pertaining to Rules and Security Precautions concerning the use of the Property or its facilities. Please read these Rules and Safety Precautions carefully if they are provided since they are an integral part of this agreement. You, the other Occupants and your guests shall strictly adhere to these Rules and Safety Precautions.
- 12.3. Hot tubi:
- 12.3.1. General: At all times, you and your guests are to consider your own safety and the safety of others when using the Hot tub. Use of these facilities is at your and your guests' own risk. You and your guests are to comply with the Rules and Security Precautions pertaining to these facilities as communicated to you by the staff of Chalet Christy. Facilities are to be used for the designed purpose and in compliance with the instructions given by the staff of Chalet Christy and/or made available in the Property. Without prejudice to the generality of the above, the following things are strictly prohibited in the hot tub areas:
- 12.3.1.1. running;
- 12.3.1.2. diving or jumping into hot tub;
- 12.3.1.3. drinking of any alcohol or using the hot tub when under the influence of alcohol or drugs;
- 12.3.1.4. children under the age of 12
- 12.3.1.5. leaving children unsupervised in the hot tub area.
- 12.3.2. Children: The direct, visual and active supervision of children present in the hot tub areas by an adult is essential and under your sole responsibility. The hot tub located in the Property do not comprise an alarm system, safety nets or other safety measures designed to prevent the risk of drowning. To ensure the safety of children, the following precautions must be taken, in particular:
- 12.3.2.1. no children under the age of 12 are permitted
- 12.3.2.2. never leave young children alone near the hot tub;
- 12.3.2.3. never leave a child alone in the water, even if they know to swim, or in the sauna. They must always be under the supervision of an adult capable of saving them in the event of an accident;
- 12.3.2.4. never leave toys or other items floating on the water; they may encourage children to approach the water; and
- 12.3.2.5. out of respect for other guests, the owners and our neighbours, use of the hot tub is strictly prohibited after 19:30hrs.
- 12.4. If you fail to comply with Rules and Security Precautions set out in these Terms and Conditions, communicated to you by the staff of Chalet Christy and/or made available in the Property, the staff of Chalet Christy shall be entitled to prohibit the use of the hot tub for the duration of your stay.
- 12.5. Security: You must occupy the Property conscientiously and avoid any carelessness or negligence. In particular, you must not leave the Property unlocked without supervision to avoid any intrusion. In general, clients must use the house and the furnishing therein as they should normally be used.
- 12.6. Please note there are no safety deposit boxes in the rooms.

13. TERMINATION

- 13.1. We reserve the right, at our discretion, to terminate with immediate effect and without incurring any liability the stay of any person in your party if they do not comply with these terms and conditions or whose behaviour is such that it is dangerous, offensive or illegal or likely to cause damage or disturbance to property or any third party. In these circumstances we will be under no obligation whatsoever for reimbursing any costs incurred by you and shall not be obliged to refund any of the Fee to you. As such, any breach of these terms and conditions by you or any person in your party may result in us terminating your entire stay at Chalet Christy.
- 13.2. Limit of Liability – NOTE: Unless expressly stated otherwise, Chalet Christy declines any liability vis-à-vis the services provided by Chalet Christy or by its subsidiaries, with the exception of the rules of Swiss mandatory law.

14. SMOKING AND FIRE

- 14.1. Due to the wooden construction of the Property and out of general consideration for others we operate a strict no smoking policy at Chalet Christy. Clients who wish to smoke are able to do so on the outdoor balcony areas or in the grounds of the Property. When using the outdoor balconies it is your responsibility to use the ashtrays provided and to ensure that all cigarettes/cigars are fully extinguished and represent no fire hazard.
- 14.2. We reserve the right to remove any group breaking this condition from the property without refund. In the event that smoking has occurred within the property an additional cleaning charge of CHF 500 will be payable to us immediately.

15. ANIMALS

- 15.1. Animals are strictly prohibited from Chalet Christy at all times.

16. GENERAL CONDITIONS

- 16.1. The information, images and prices contained within the Chalet Christy website are accurate to the best of our knowledge for the 2019/2020 season. If changes do occur however we will advise you at the time of the booking or, if after the booking, as soon as possible of any such changes to the details in our website.
- 16.2. The personal data that you submit as part of the booking form or any other forms that you may submit to us at any time will be processed in accordance with the provisions of the Data Protection Act 1998. It may be necessary for us to pass the information that you provide to us when making this booking to third parties who are responsible for providing services in relation to your stay with Chalet Christy, including sensitive information that you may give us such as disabilities or dietary/religious requirements. As your booked Chalet Christy is based outside the Economic European Area (EEA) controls on data protection may not be as strong as the legal requirements in the UK. If we cannot pass on this information then we cannot provide your booking, however we will not pass any information to parties who are not responsible for providing services in relation to your stay with Chalet Christy. In making this booking, you consent to this information being passed on to the relevant parties. You are entitled to a copy of your information held by us and may request this from us during normal working hours. We reserve the right to charge a small fee if this request is made.
- 16.3. We operate an automatic opt in policy which means that when you request information from us on one of our properties or make an enquiry/reservation, you are added to our database and may be contacted by us with relevant promotions, offers or information that we feel may be of interest to you from time to time. If at any time you wish us to stop contacting you then simply email us at: mail@chaletchristy.com
- 16.4. Nothing in any contract between us shall confer or purport to confer on any third party any benefit or any right to enforce the same.

17. ENTIRE AGREEMENT; VARIATION AND WAIVER; SEVERANCE

- 17.1. These terms and conditions constitute the entire understanding and agreement in relation to their subject matter and supersede any previous explicit or implied agreement or undertaking between the parties with respect thereto. Chalet Christy reserves the right to alter these terms and conditions from time to time and will notify You of any changes as soon as reasonably possible using the postal or email contact details provided by You for Your booking. The amended terms and conditions will apply to any Client booking that commences after the date of such notification. No other variation, waiver or release of these terms and conditions shall be effective unless it is made by Chalet Christy and notified to You in accordance with this paragraph. If any provision shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such provision shall no longer form part of these terms, but such invalidity or unenforceability shall not affect the other provisions which shall remain in full force and effect.
- 17.2. This contract between us and you and any non-contractual obligations arising out of or in connection with it are governed by the laws of Switzerland and are subject to the exclusive jurisdiction of the Courts of Switzerland.