

## **ChaletinAustria.com**

### **Paal 133 - Booking Terms and Conditions for guests booking through chaletinaustria.com**

#### **Booking**

To book your stay at Paal 133, please download a copy of the Booking Form from our website. The completion of the Booking Form confirms your acceptance to these Booking Terms and Conditions (“Terms”), and as they may from time to time be changed, and shall be binding on all persons stated on the Booking Form.

Each booking will be confirmed by the owners, as soon as possible after receiving the Booking Form and deposit. On receipt of the Booking Form the dates requested will be reserved for seven days and no further reservations for this period will be accepted. When the deposit funds have cleared the dates will be recorded as ‘booked’. Once the deposit has been received, the owners will issue a Booking Confirmation with details of the booking, the cost, the net payment due (“Agreed Rental Cost”) and payment due date. The party leader named on the Booking Form (“Party Leader”) will be responsible for payment of the Agreed Rental Cost.

The Agreed Rental Cost must be paid within 8 weeks prior to your departure. If the full balance of the Agreed Rental Cost is not paid as in accordance with these Terms, we reserve the right to cancel your booking and cancellation penalties will apply.

#### **Deposit**

A £200 deposit fee accompanying the Booking Form must be paid to confirm your booking. The £200 also acts as your security deposit and the sending of the Booking Form confirms your acceptance to pay for any damage of any kind caused by your occupancy of the property. In the event of any excess damage of any kind, excessive cleaning costs or excessive use of electricity (for example by leaving the sauna, hot tub or underfloor heating on while not in use) the Party Leader will be held responsible for all additional costs which exceed the security deposit. Otherwise the deposit will be fully refundable 2-3 weeks after your departure from the property, providing there are no claims against it.

#### **Local tax**

The local tax of €1 per person over the age of 15 per day is included in the Agreed Rental Cost. Please ensure the tax form (located in the Chalet) is completed during your stay. On production, it entitles the guests to a 10% saving at many local attractions.

# **ChaletinAustria.com**

## **Cancellations**

Providing the owners of Paal 133 receive written notice of cancellation of not less than 8 weeks prior to the arrival date, the Party Leader will not be liable to pay the full balance. It is the responsibility of the Party Leader to ensure that the signed cancellation letter reaches the owners. Email cancellations are acceptable. The deposit will be forfeited.

If the cancellation is received after 8 weeks prior to the start of the holiday the Party Leader is liable to pay the full Agreed Rental Cost, less the deposit. If the owners are successful in re letting the property for all or part of the reservation period, the full balance or the part balance of the Agreed Rental Cost will be refunded. The owners reserve the right to cancel any bookings providing written notice is given and any balance paid refunded. In the unlikely event that circumstances beyond our control, necessitate cancellation of the booking, we will refund any monies paid to the Party Leader. (Without interest, compensation or consequential loss of any kind).

## **Responsibilities**

All persons stated on the Booking Form are responsible for the care of the property and are expected to take reasonable care of it including the locking of all doors. At the end of the rental period, all utensils, carpets, furnishings, walls, fittings must be left clean and tidy. It is the guest's responsibility to notify the owners immediately of any sudden equipment failure so that reasonable action can be taken to rectify the situation.

## **Party Size**

There are beds to accommodate 9 people in the chalet. Everyone occupying the property ("Party") must be listed on the Booking Form, including small children. The accommodation cannot be shared or sub-let and only the persons shown on the Booking Form are permitted to stay in the property. Persons under 21 years of age are not acceptable unless accompanied by parents or responsible adults. The owners reserve the right to refuse admittance if this condition is not met. Failure to comply will render the booking void and no compensation will be paid.

## **Smoking & Pets**

For the safety and comfort of all our guests smoking is not permitted within the property. Regrettably no pets are allowed.

## **Liability**

The owners and the housekeeper of the property accept no responsibility whatsoever for death, personal injury, accidents, loss or damage to persons or personal belongings however caused. The use of all accommodations and amenities including the sauna and hot tub is entirely at the user's own risk. Children must be supervised by responsible adults at all times when using the sauna and hot tub. The owners or housekeeper cannot

## **ChaletinAustria.com**

accept any liability for any loss of rental time due to travel problems, flight delays or cancellations, industrial disputes or any events outside our control, including any form of Force Majeure. The owners and the housekeeper cannot accept responsibility for the sudden failure of chalet equipment but will take immediate, reasonable action to rectify any such failure upon notification by the guests.

### **Arrival & Departure**

The chalet will be available for occupancy from 3.00pm on the date of arrival and must be vacated by 10.00am on the day of departure.

### **Cleaning costs**

The cost for the final clean, towels and bed linen is included in the rental cost.

If additional cleaning is required during your stay this can be arranged on request. All costs of any additional clean will need to be paid for by you.

### **Insurance**

It is a condition of the booking that all members of the Party are covered by travel insurance which carries adequate protection against delays and cancellations, and has adequate medical insurance for Europe, and for your luggage and personal belongings.

### **Force Majeure**

The owners or the housekeeper accept no responsibility whatsoever and no compensation or any other payment will be made if any cancellation or change to the terms of the booking becomes necessary due to war or threat of war, riots, civil commotion, terrorist activities, industrial disputes, natural and nuclear disasters, fire, flood, adverse weather conditions, building or construction in progress within the community, technical problems with transportation, closure or congestion of airports, alterations or cancellation of schedules by carriers, or any other events beyond our control.

### **Owners Access**

The owners or their housekeeper shall be allowed access at any reasonable time during your stay, with notification.

## **ChaletinAustria.com**

### **Jurisdiction and governing law**

You agree that this agreement shall be governed by, and interpreted in accordance with, English law. The Party and the owners irrevocably agree that the Courts of England shall have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) that may arise in connection with the validity, effect, interpretation or performance of, or the legal relationship established by, this contract or otherwise arising in connection with this Contract.

### **Code of Conduct**

Stadl an der Mur is a residential community. The actions of all members of your Party should not interfere with the enjoyment of either other holidaymakers or the residents of Stadl. Please do not play loud music or engage in any activity which may cause inconvenience to your neighbours after 10pm or before 07.30am. In the event that any member of your Party behaves in a way that is likely to cause distress, danger or annoyance to any other holidaymakers, residents of Stadl or damage to any property, the owners or their local representatives reserve the right to terminate your rental agreement immediately and forthwith. The owners or their local representative will not be liable for any costs you will incur, nor shall we pay any compensation, nor make any refunds of the Agreed Rental Cost due to this action.

December 2008