

## CHALET ELIXIR – TERMS & CONDITIONS

*Revised October 2020*

### **TERMS OF PAYMENT**

To be valid, the booking must come with all the items mentioned below:

- ⇒ A partial payment equal to 25% of rental cost. Expressly agreed on by the parties, it is understood that this sum is paid as a partial payment and not as refundable deposit.
- ⇒ Two signed copies of the rental agreement

The rental cost balance of 75% must be paid no later than one month before the start of the rental period.

If the balance remains unpaid within one month before the arrival date, TLS Travel Group Ltd will have the rights to cancel the reservation. In that case, the deposit will only be refunded if the property secures a new booking covering the same period and with the same rental rate.

If the booking is made one month or less before the arrival date, the rental cost must be paid in full in a single payment on the same day the booking is made.

All our rates are in euros including taxes, rent, admin fees, and charges for additional services.

The lessee undertakes to occupy the rented premises on the dates and times established in the contract.

The keys will only be given after the payment of deposit, tourist tax, and additional services.

If the guest decides to pay the deposit in cash as stated in the contract, it must be paid one month before arrival, same time as the balance.

#### **Rental cost does not include:**

- Tourist tax (rate is computed per day per person, depending on the type of property)
- All auxiliary services: airport transfers, ski equipment, ski passes, etc.

### **CANCELLATION BY THE GUEST**

In the event that the lessee cancels a reservation, for any reason whatsoever, he expressly undertakes to indemnify TLS Travel Group Ltd in accordance with the following clauses:

- Cancellation more than 60 days before departure: 25% of the total price.
- Cancellation from 59 to 31 days before departure: 75% of the total price.
- Cancellation within 30 days before departure: 100% of the total price

Any cancellation must be made by the lessee by email to TLS Travel Group Ltd, the date of receipt of the email being taken as proof and basis.

#### **CANCELLATION BY TLS Travel Group Ltd**

In the event that TLS Travel Group Ltd cancels a reservation, for any reason whatsoever, it undertakes to reimburse the lessee of the totality of the sums received.

#### **SECURITY GUARANTEE DEPOSIT**

A deposit specified by TLS Travel Group Ltd must be deposited when the keys are handed over.

If paid in cash, it will be settled 1 month before the arrival, same time as the balance payment.

It will be refunded within a maximum period of two weeks after the departure. If any damage is found after the rental period, the cost of repairs will be deducted from the deposit.

If the security deposit is not sufficient to cover the costs due to damage, the guest must pay the balance immediately upon request of the management.

TLS Travel Group Ltd cannot be held responsible for any damage made by the lessee.

#### **AMENDMENTS**

The contract may only be modified by a written amendment signed by both parties.

The amendment shall represent the entirety of the commitments existing between the parties and will replace and cancel any previous oral or written commitment between the parties relating to the same subject matter.

#### **TOURIST TAX**

The tourist tax must be paid on the day of arrival by the lessee, according to the amount set by the Commune.

## **CLAIMS**

No complaint after the departure of the lessee will be considered by TLS Travel Group Ltd if it has not been presented by the lessee to the chalet management during the stay.

Any complaint presented to TLS Travel Group Ltd within the duration of the contract cannot be a basis for any reduction on the rental price without the agreement of TLS Travel Group Ltd.

## **INSURANCE**

The lessee may avail of a cancellation insurance for an extra fee.

The lessee will be fully responsible for their own personal belongings.

The lessee will be responsible for any damages to the property incurred during their stay.

It is therefore the responsibility of the lessee to acquire an insurance policy as protection against risks including theft, fire, broken glass, water damage, damages to furniture, and for any potential injury that the lessee may incur.

For any complaints raised by neighbors, the lessee must present a detailed explanation immediately upon the request of the property owner or his/her representative.

## **GUEST EXPERIENCE SERVICES**

A 10% charge (based on price before tax) will be added to the prices of optional services (taxi, helicopter transfers, cleaning, etc.) This excludes services subject to Outlays.

The price re-invoiced by TLS Travel Group LTD of some services with a reduced VAT rate will necessarily lead to a change to standard VAT rate. Services subjected to outlays excepted.

## **OUTLAYS**

Some additional services subjected to a reduced VAT rate are supplied like outlays: Being intermediate, TLS Travel Group LTD is appointed by guests to purchase based on the reduced VAT rate of the product or the service (ski passes, ski lessons ESF, etc.) from the designated provider. It is about a refund of outlays for others and the intermediary TLS Travel Group LTD does not have to subject to the VAT the sums which have been paid. TLS Travel Group LTD does not practice mark-up and the service is bought at the public price shown in the cash-desk of providers.

## **ARRIVAL**

Rentals begin at 5pm.

Late arrivals, i.e. after 7.30pm, must be reported to our Guest Experience team at least 24 hours in advance in order for us to accommodate the guests' arrival.

The Guest Experience team will not cater for people arriving after midnight.

## **DEPARTURE**

On the day of departure, the rented accommodation must be vacated before 10am, when the keys will be handed over and the inventory conducted. Late departures will be charged between 150 €/hour to 1,000€/hour depending on the type of accommodation rented.

The total bill for expenses has to be paid in full no later than one day before departure or the Friday before departure. Guest Experience is available from 9am to 7.30pm. Any key or command key unreturned will be charged at purchase price.

## **DURATION OF STAY**

Duration of stay is stated in the contract. The lessee cannot, in any way or manner, authorize himself a late departure or a prolongation of stay, except with prior approval of TLS Travel Group Ltd., subject to extra fees that will be based on the pro rata rate of the booking.

The former declares that the property will be rented solely for recreational purposes and not for any professional or commercial purpose.

## **INVENTORY**

The incoming and outgoing inventory will be done upon the discretion of the agency before the arrival and after the departure of the lessee.

The lessee shall have a period of 48 hours after departure to lodge a complaint. After this deadline, the rented properties will be considered as clear from any damages.

## **LESSEE'S OBLIGATIONS**

Use of the properties: exclusive use as a furnished holiday home

1. The lessee acknowledges that he/she has no ownership in the property and that it is only to be occupied for short-term lease and not to be used for any commercial or business purpose.

2. The lessee undertakes to accept the rented premises in the condition they are in when he/she takes possession of the premises such as described in the description attached to this contract.
3. Occupy the premises in a peaceful manner in order to not disturb the neighbours. He shall not create, in particular, any excessive noise or nuisance.
4. The lessee undertakes to use the furniture and objects found in the accommodation only for the purpose for which they are intended and in the premises where they are found. He/ she shall not, under any circumstance, take them outside the rented premises.
5. The contract shall be legally terminated should the lessee, for any reason whatsoever, sub-lease or transfer his/her rights to this contract without the written consent of the owner or his/her authorised agent. He or she must personally reside in the rented accommodation in a conventional manner and may, under no circumstances, store their furniture with the exception of linen and small objects.
6. Keep the premises in the same state they were found, during the stay.
7. The lessee shall not introduce into the rented accommodation any pets without the written consent of the agency who shall first consult the owner for his/ her agreement.
8. Let the agency know if there is any part of the property that is in need of maintenance.
9. The lessee must allow any urgent work that needs to be carried out within the premises necessary to ensure the upkeep of the rented accommodation and of the shared facilities. If the required work or repairs are for damages caused by the tenant, it will be charged to the tenant accordingly.
10. Furniture and items must only suffer from wear and tear resulting from the normal use for which they are intended. Should they be found to be missing or damaged upon the expiration of this contract for a cause other than normal wear and tear, they must be paid for or replaced by the lessee with the consent of the owner or of his authorised agent. This obligation also applies to wallpaper, curtains and to the building in general. The lessee must absolutely not discard into the washbasin, bath, bidet, sink, laundry, water closet, etc. any objects likely to block the pipes. Otherwise, he shall be charged for the expenses incurred to make the necessary repairs.

## **COMPLAINTS**

Any complaints concerning services must be sent to the agency within 3 days upon check-in.

Non-avilment of one or more of the services included in the package does not entitle the lessee to any refunds or price reduction.

## **CAPACITY**

The contract is established for a maximum capacity of occupants. The number of people confirmed on the contract must not be exceeded.

TLS Travel Group LTD reserves the right not to accept any unauthorized persons in excess to the agreed number of guests indicated in the contract.

**SWIMMING POOL**

Accommodations that include swimming pools are equipped with security systems in accordance to regulatory standards. A user's manual is given to the lessee upon arrival.

**VALIDITY OF TRANSLATION**

This document was written in French and translated into English for the benefit of English-speaking clients. All stipulations contained here have been translated as accurately as possible, but should the meaning differ, the parties agree that the French version shall prevail. French document is available upon request.