

## Chalet Artemis Client booking contract

The following **terms and conditions** form the basis of our contract between the **Client** and **Chalet Artemis GmbH**.

### Client

Party leader name: [Insert name]

Address: [Insert address]

## Terms & conditions

### 1. Definitions

1.1. In these terms and conditions:

- 1.1.1. **Chalet Artemis** refers to chalet accommodation & services delivered **Chalet Artemis GmbH**
- 1.1.2. **Client** or **Clients** means the people named on the **Booking form**.
- 1.1.3. **Party leader** means the person designated on the **Booking form**.
- 1.1.4. **Booking form** means the Chalet Artemis Booking form.

### 2. General

- 2.1. Your booking concerns accommodation in a furnished property with services to be delivered by **Chalet Artemis GmbH** and third party suppliers.
- 2.2. All bookings are governed by a standard check-in time to the property on the day of arrival at 4pm and a check-out at 10am on the day of departure.
- 2.3. The accommodation provided is only for the use of the **Clients** named on the **Booking form**. Subletting, sharing or assignment is prohibited.
- 2.4. Any notice given under this agreement must be given in writing and sent by email to **office@chaletartemis.com**

### 3. Responsibilities of the Client

- 3.1. The **Clients** acknowledge that the nature of travel is adventurous and may involve a significant amount of inherent personal risk such as injury, disease, loss or damage to property, inconvenience and discomfort.
- 3.2. The **Clients** must ensure that they are physically fit enough to participate, they have adequate protective clothing and safety equipment and take sensible precautions for their safety .
- 3.3. The **Clients** must have valid travel insurance from the date when the booking is made and until the holiday is completed.
  - 3.3.1. **Clients** must ensure their insurer is aware of the type and destination of travel and any activities which they plan to undertake that may be considered high risk such as skiing, snowboarding, snow-mobiling & ski touring.
  - 3.3.2. **Chalet Artemis** will not be held responsible for any expenses, loss or damage **Clients** incur as a result of their failure to comply with this clause or the requirements of their travel insurance policy.
- 3.4. The **Clients** shall be responsible for full payment for any damage or loss caused.
- 3.5. The **Clients** will be responsible for all payments due to **Chalet Artemis**.

### 4. Responsibilities of Chalet Artemis

- 4.1. **Chalet Artemis** will provide the accommodation & services as described on the **Chalet Artemis** website.

### 5. Prices

- 5.1. All prices published in any brochures, marketing material and our website are for guidance only.
- 5.2. The **Client** must confirm the booking price with **Chalet Artemis** before a booking.
- 5.3. **Chalet Artemis** reserves the right to update pricing.

### 6. Bookings

- 6.1. Bookings will only be valid and confirmed upon receipt of a properly completed **Booking form** signed by the **Client** and receipt of payment (see **Payment** clause below).

- 6.2. The **Party leader** must be over 18 years of age and a resident at **Chalet Artemis** during the booking.

## 7. Payments

- 7.1. The following payments are required to confirm a booking.
- 7.1.1. Bookings made **more than 30 days** prior to arrival require:
- 7.1.1.1. A **Deposit** payment of **20%** of the booking price.
- 7.1.1.2. The balance payment of the booking price is due **30 days** prior to arrival.
- 7.1.2. Bookings made **less than 30 days** prior to arrival require a payment of **100%** of the booking price.
- 7.2. The **Clients** must make all payments in full to **Chalet Artemis** in Euros by bank transfer.

## 8. Amendments

- 8.1. The **Clients** must make all amendment requests in writing to **Chalet Artemis** after booking. **Chalet Artemis** shall consider all requests and confirm all amendments and fees in writing.

## 9. Cancellations

### 9.1. By the Client

Cancellations must be notified to us in writing by the **Client**. As we incur costs from the time you make your booking, the following cancellation charges will be payable.

#### Cancellation charges

<b>Period before departure Chalet Artemis is notified</b>	<b>Cancellation charge</b>
More than 30 days	Deposit
Less than 30 days	100% of total holiday price

### 9.2. By the Chalet Artemis

**Chalet Artemis** will be entitled to cancel a booking, with no refund or compensation if:

- 9.2.1. The **Client** does not comply with the payment schedule (for example, payment default of the deposit or balance amount).
- 9.2.2. The **Client** breaks the terms of this booking contract.
- 9.2.3. The **Client** group size exceeds the number of guests on the booking form.
- 9.2.4. The **Client** has given misleading or false information.
- 9.2.5. The **Clients** do not have adequate insurance cover.
- 9.2.6. The **Clients** act in a way that causes damage or danger to **Chalet Artemis**, it's staff or third parties. In this situation, **Chalet Artemis** will have no further responsibility towards the **Client** & they will be required to leave **Chalet Artemis** immediately.

### 9.3. Due to COVID-19

If a booking is cancelled (by the **Client** or **Chalet Artemis**)

due to Austrian Government COVID-19 related travel restrictions which prevents entry into Austria or St Anton and/or

due to the **Party Leader's** Country of Residence's Government COVID-19 related travel restrictions which prevents all but essential travel

Then the following will apply:

**Chalet Artemis** will reschedule the booking for later in the 2020-21 winter season or the 2021-22 winter season, subject to availability.

If **Chalet Artemis** is unable to offer any alternative dates, we will refund the **Clients** payments in full.

If the **Client** is unable to accept a rescheduled holiday, we will refund the **Client's** payments in full.

## 10. Documentation

- 10.1. It is the **Clients** responsibility to ensure that they are in possession of all necessary travel and health documents before departure.
- 10.2. **Chalet Artemis** cannot accept any liability if the **Clients** are refused entry onto any transport or into any country due to failure on their part to carry all required documentation or comply with any passport, visa, immigration requirements or health formalities.

## 11. Term and Termination

11.1. This agreement shall become effective on the date of signature and shall continue until the end of the **Clients** booking, unless terminated in accordance with **Cancellation** clause.

## 12. Force majeure

12.1. **Force majeure** means any event which could not, even with all due care, be foreseen or avoided. Such events may include political disputes, acts of war, threat of war, riots, terrorist activity (actual or threatened), border closures, industrial action (actual or threatened), technical problems with machinery, transport or equipment, government intervention, natural disasters, fire or explosion, inclement weather and acts of God and all similar events outside our or our suppliers' control. Advice from the UK Government Foreign & Commonwealth Office to avoid or leave a particular country may constitute force majeure.

12.2. Except where otherwise expressly stated in these Terms and Conditions, **Chalet Artemis** cannot accept liability or pay compensation:

12.2.1. where the performance or prompt performance of **Chalet Artemis'** obligations in this contract are prevented or affected by **force majeure**

12.2.2. where the **Client** otherwise suffers any damage, loss or expense of any nature as a result of **force majeure**

## 13. Proper Law and Jurisdiction

13.1. This contract is governed by English law. The parties agree that any dispute between them will be dealt with by the Courts of England and Wales.

Signed by an authorised representative on behalf of the **Chalet Artemis GmbH**

Signed by the **Party leader** on behalf of the **Clients**

Full name:

Full name:

Date:

Date: