



# **TERMS AND CONDITIONS**

## **1 - Definitions**

“DPS Chalets” shall mean the Proprietors, Peter & Patricia Dell and their representatives. “The Client” means the person making the booking and, where appropriate, includes the members of his/her party. “The Property” and “The Accommodation” means the chalet let to the Client.

## **2 – Bookings**

Bookings will only be accepted on receipt of a properly completed booking form and a deposit of 20% of the total payable in respect of the booking as shown on the booking form. Bookings made within four weeks of the start of the holiday must be accompanied by the full amount payable in respect of the booking.

## **3 -Payment of balance**

- (i) The date on which the balance is payable will be sent out in the booking confirmation but, in any event, must be paid not later than four weeks before the holiday is due to commence.
- (ii) The deposit will be accepted in part payment of the total payable in respect of the booking. If the balance of the total payable is not paid in full by the due date, DPS Chalets shall be entitled to cancel the booking without notice to the Client and without incurring any liability to the Client in respect of any loss or damage following such cancellation. The cancellation will have deemed to have been made by the Client and the provision of Clause 4 shall apply in such case.

## **4 – Cancellation**

- (i) In the event of cancellation of the booking by the Client, the total payable in respect of the holiday will remain due. If DPS Chalets are able to re-let the accommodation for the relevant period (or any part of it) DPS Chalets will refund to the Client eighty percent of any amount received in respect of the re-letting.
- (ii) Whilst all bookings are accepted in good faith, in the extremely unlikely event of any occurrence making it necessary for DPS Chalets to cancel the booking, DPS Chalet’s liability shall be limited to the immediate refund of all monies, paid by the Client in respect of the booking. Wherever possible, however, alternative accommodation will be offered.
- (iii) Although cancellations cannot be unavoidable DPS Chalets recommend that you take out a holiday insurance. We have no business connections with any holiday cancellation insurance company and cannot be held responsible for the cancellation of any holiday.

## **5 – The Tenancy**

- (i) The Property will be available by the Client and members of his/her party only and shall be used solely for the purpose of a holiday within the meaning of Section 9 of The Rent Act 1977.
- (ii) In no circumstances may the period booked be exceeded unless written permission has been given by DPS Chalets and the Client will be liable for additional charges in respect of such extension.
- (iii) The total number of persons shall not exceed the number stated on the booking form unless notified to DPS Chalets in writing before the commencement of the holiday and in any event shall not exceed the number stated in the Property description.
- (iv) All bookings commence at the time stated in the brochure.

## **6 – General**

- (i) The Client undertakes to keep the Property and furniture, fittings and effects in or at the Property in the same state of repair and condition as at the commencement of the holiday (reasonable wear and tear excepted), and to leave the Property in a clean and tidy condition at the end of the holiday.  
If any items are lost or damaged during the holiday, the Client shall be responsible for the cost of replacing with the same or similar or making good such lost or damaged items before the end of the holiday. Any cost to DPS Chalets of replacement or making good will be charged and invoiced to the Client.
- (ii) The inventory displayed in the Property will be deemed to describe the contents of the Property correctly unless discrepancies are reported to DPS Chalets within twenty-four hours of arrival.
- (iii) DPS Chalets and their representatives, reserve the right to enter the Property at all reasonable times, with or without workmen, for the purpose of inspection or to carry out cleaning, repair or maintenance to the Property or equipment.
- (iv) In spite of the care and precautions taken, it is possible the applicants could have grounds for complaint about the property. Any complaints must be taken up immediately with DPS Chalets. DPS Chalets must be notified, so that an investigation can be made if necessary. In no circumstances will compensation be made for complaints raised after the holiday has ended.
- (v) The Client shall not cause or allow to be caused any nuisance or annoyance to any neighbouring premises.
- (vi) DPS chalets shall have no liability to the Client for any loss or damage caused by any act or omission outside of their control or otherwise than through their own negligence.
- (vii) Definitions of the areas in which the Properties are located are intended to be indicating in general sense only of the area and facilities offered. Both the area and facilities available vary from time to time and sometimes vary on a seasonal basis.
- (viii) The description of the Property contained in the brochure and web site was correct at the time of printing/publishing, but features of the Property may be changed by DPS Chalets from time to time. However, DPS Chalets will not reduce the amount of accommodation available or reduce the standard below that referred to in the brochure/web site.
- (ix) The Client is authorised by all members of his/her party to sign the booking form on behalf of them all so that they shall be subject to these Conditions. The Client accepts responsibility for all damage to the Property or any of its contents or the loss of any of its contents during the letting to him/her caused by any member of his/her party or any person entering the Property with the consent of the client or any member of his/her party apart from representatives of DPS Chalets.
- (x) This contract shall be deemed to have been made subject to English Law and jurisdictions of the English Courts.