



## Booking Conditions

All reservations must be made on the official booking form and this form, subject to these booking conditions, shall constitute the basis of the contract between you (the Hirer) and us (Ice Break). The contract shall exist when the booking form has been received by us (along with the relevant payment) and a Confirmation and Invoice has been sent to you by us.

### HOLIDAY LETTING

This agreement is made between Ice Break and the Hirer on the basis that the chalet as specified in the Booking Form attached hereto (the 'Booking Form') (the 'Chalet') is to be occupied by the Hirer and his guests for a period as defined in the attached Booking Form (the 'Hire Period'). The price of the holiday is as specified in the Booking Form (the 'Full Payment'). The deposit as specified in the Schedule (the 'Deposit') should accompany all bookings. The balance of the Holiday Price must be paid at least 8 weeks before the beginning of the Hire Period. If the balance of the Holiday Price is not received within this period then the deposit may be forfeited and the hiring cancelled at the sole discretion of Ice Break. If bookings are made 8 weeks or less in advance of the Hire Period the whole of the Holiday Price must be paid on booking.

### HIRE PERIODS

Hirings normally run from 4 p.m. on the first day of the Hire Period until 10a.m. on the last day of the Hire Period. The Hirer agrees to make every effort to arrive at the Property by the specified time of arrival; however, any failure to notify Ice Break of a late arrival resulting in failure by Ice Break to provide access to the Property will result in responsibility for overnight accommodation being with the Hirer.

### USE OF THE PROPERTY

The Hirer must use the Property for the purpose of a private holiday residence only and not for any other purpose whatsoever.

### RIGHTS OF REFUSAL

Ice Break reserves the unconditional right to terminate a holiday with immediate effect in the event of unreasonable conduct by the Hirer which is in Ice Break's reasonable opinion likely to cause distress, damage, danger or annoyance to other customers, employees, property or to any third party. If the Hirer is prevented from continuing his holiday as a result of termination Ice Break's responsibility for the Hirer's holiday thereupon ceases. Full cancellation charges will apply and Ice Break will be under no obligation whatsoever for any refund, compensation or loss that the Hirer may incur.

## **DESCRIPTION**

Every effort is made to ensure that the Property complies with the description given to the Hirer at the time of booking. However Ice Break cannot accept any liability for any changes or inaccuracies that occur between the time of the booking and the commencement of the Hire Period.

## **LIABILITY**

The use of the Property and its facilities is entirely at the Hirer's own risk and Ice Break cannot be responsible for any injuries caused to the Hirer, his/her guests or any third parties. In addition, Ice Break will not be liable to compensate the Hirer for any damage or loss of enjoyment in respect of the Hirer's holiday if the failure in the enjoyment was the Hirer's fault, or could have been reasonably foreseen. Ice Break's liability in any event for any damage or loss (including both direct and indirect loss of enjoyment) will not in any event be greater than the Hire Price.

## **CANCELLATION**

If the Hirer wishes to cancel his/her holiday he/she must notify Ice Break in writing. Such a cancellation will incur administration costs on the part of Ice Break and Ice Break may not be able to resell the booking. As such the following cancellation charges will apply:

More than 8 weeks before departure	Loss of deposit
8-6 weeks before departure	50% of total price
6-4 weeks before departure	75% of total price
2-4 weeks before departure	90% of total price
2 weeks or less	100% of total price

## **COMPLAINTS**

In the unlikely event of a complaint about the property, this should be reported to Ice Break (Tel: 00 33 643 179 957) within three days of arrival and confirmed in writing in a letter posted to Ice Break within one week of arrival. Failure to do this will result in Ice Break being unable to deal with the complaint. Complaints cannot be accepted after a Hirer has returned home and there has been no opportunity to put matters right during the Hire Period.

## **ENTIRE AGREEMENT**

This agreement (together with the documents referred to herein):

1. constitutes the entire agreement between the parties with respect to the subject matter of this agreement; and
2. supersedes and extinguishes any prior drafts, agreements and undertakings between the parties relating to such subject matter.

## **RIGHTS OF THIRD PARTIES**

A person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any provision of this agreement.

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

**ACCEPTANCE**

As part of Ice Break's acceptance of the booking, the Hirer warrants to Ice Break that all information provided to Ice Break is correct and that the Hirer is aged 18 years or over.