

INTER CHALET

TERMS & CONDITIONS

valid from 01 January 2017

The legal relationship between you as a customer and INTER CHALET is governed by law, particularly by the provisions pursuant to §§ 651 a-m of the BGB (German Civil Code) and by the following booking conditions which elaborate on and supplement the statutory provisions. All customers accept these booking conditions as binding upon themselves and the persons for whom the booking is made.

Conclusion of travel contract

Bookings are accepted via internet or by contacting your local travel agency or INTER CHALET directly. Your booking forms the basis of a contract with INTER CHALET, and you are committed to it until INTER CHALET gives you a written confirmation or refusal. The electronic acknowledgement of receipt is not a confirmation of the acceptance of the booking order. The scope and type of services to be provided by INTER CHALET as part of the holiday agreement are covered solely by the descriptions, illustrations and rates in the INTER CHALET brochures and on our homepage or the latest information online valid for the period of travel.

The contract will come into effect as soon as INTER CHALET confirms your holiday in writing, which will be done promptly, not later than 7 days after the booking has been made. With your booking confirmation you will receive an INTER CHALET **Risk Coverage Certificate**.

We point out that the **right of withdrawal** does not apply for the offered services according to statutory provision of applicable law according to §§ 312 et seq. The regulations at "cancellation" in these terms and conditions apply.

INTER CHALET reserves the right to correct obvious mistakes, e.g. those based on printing or mathematical or allocation errors online.

The subletting of holiday homes and holiday apartments of INTER CHALET is not permitted. Neither is the commercialisation as tour operator with own pricing.

We are happy to accept **customer requests** at the time of booking and will forward them to the landlord or caretaker. Please note, however, that INTER CHALET cannot guarantee that these requests will be fulfilled. Special requests, conditional bookings and subsidiary verbal agreements will not become valid until confirmed in writing by INTER CHALET.

When booking **flights, ferries and rental cars**, INTER CHALET only takes the function of an intermediary. The bases are the booking/cancellation conditions of the respective service provider.

Payment / Travel Documents

The payment is made by credit card/debit card (fee), by direct debit or by PayPal. Payment by credit card/debit card or PayPal is mandatory for customers living outside of Germany and Austria. Customers with residence in Germany can also pay on receipt of invoice. The down payment is 20 % of the travel price. The amount is due immediately after receipt of the booking confirmation. The final payment will be deducted 30 days prior to the travel date. For bookings within 30 days prior to the travel date the total amount has to be paid immediately. Your travel documents will be sent to your travel agency or directly to you by post or email. In case we have not received the down and / or final payment within the indicated periods, we have the right to withdraw from the travel contract after sending a reminder with a given deadline and to charge cancellation fees according to our terms & conditions.

Special conditions and notes

Local service charges: In accordance with a ruling by the BGH (Federal Supreme Court), fixed costs payable in any case are included in the total price. Variable costs, which depend on the number of party members, the composition of the party or on consumption (e.g. visitor's tax, electricity, gas, heating, fire wood, water, bed linen), are paid to the landlord or caretaker, depending on the use made of them at the holiday destination. The payment is usually cash. Any local service charges mentioned in the house description refer to all guests including **children and babies**. Please note the relevant details under "Local service charges" within the individual property descriptions. Local service charges, which do not depend on consumption, have to be paid upon arrival.

Landlords or caretakers have the right to request an appropriate **deposit** when they hand over the keys. The deposit is usually paid cash in EUR. Credit cards are not accepted unless otherwise stated in the property description. The deposit will be refunded when the rented property is returned in proper condition. In some cases the deposit will only be refunded by bank transfer after the departure of the customer. Refunds are made without prejudice to possible compensation claims by landlords. In this context, INTER CHALET reserves the right to forward the clients' address details to the landlord based on the § 28 Par. 3 BDSG.

Neither the deposit and the deposit procedure forms nor the settlement of the local service charges is part of the holiday agreement with INTER CHALET in its capacity as a tour operator.

The rate of **visitor's tax** at the individual locations cannot be specified in the property description because the exact amounts are not always fixed at the time of going to print. Depending on the location, the cost can range from € 0.50 to € 3,50 per person/ day (reduced rate for children). The visitor's tax has

gradually been introduced in **Italy and Spain** since 2011. It will constantly expand over additional cities and areas. The rate of the visitor's tax may differ depending on local authorities and regions.

Basic cleaning is always carried out by the tenant, irrespective of whether the landlord carries out the final cleaning.

Basic cleaning includes cleaning of the kitchen, washing and putting away dishes, removing all remaining food and waste, stripping off the bed linen and sweeping all rooms, so that the rented property is clean and tidy for the next tenant.

Final cleaning additionally includes thorough cleaning of the kitchen/kitchenette and bath/shower/WC as well as mopping the floors. With many properties you have the option of cleaning the holiday cottage yourself or having it cleaned by the landlord for an appropriate fee. You will find information about this in the respective property description.

Each property description indicates whether **bed linen and towels** are provided or whether you have to bring them with you or have the possibility of hiring them on-site. The standard French bed and double sofa bed size is 1.40 m

If it is possible to hire bed linen and/ or towels at the location and you wish to avail of this service, please specify this at the time of booking. Tea-towels are sometimes provided by landlords, but we generally recommend that you bring your own. You always have to bring your own pool or beach towels. You will almost always have to bring toilet paper as well as washing-up liquid and detergent.

The property description will tell you whether **additional beds and/ or toddler beds** are available. In general, bed linen for toddler beds has to be brought along. Please check whether a toddler bed is included in the stated maximum number of persons, or whether another person can effectively be accommodated in the rented property. The toddler beds are normally suitable for children up to two years. Additional beds and toddler beds must be requested in advance and in some cases they have to be reconfirmed. The voucher has to have a corresponding note. Normally only **one** additional bed or **one** toddler bed is available.

The relevant property description will also tell you whether or not **pets** are allowed. Even if a pet is allowed in the property, prior notification must always be given when booking and an indication must be given of type and size. **Permission applies basically to only one pet**, unless otherwise stated in the property description.

If pets are not allowed, this does not necessarily mean that there will not be pets in the house, holiday complex etc., or that pets may not occasionally be kept in the property you have booked. This can, for instance, depend on the structure of a holiday complex with some private properties which cannot be regulated in this way, or on whether the landlord of a country property keeps a dog himself and wants to avoid conflict with visiting dogs. In case pets are basically allowed, that does not necessarily mean, that you can bring them everywhere. In almost all holiday resorts, dogs are e.g. not allowed at public places such as pool and green areas or restaurants. Often, dogs have to be kept on lead. It is beyond question, that dogs are also NOT allowed in the pools of all detached houses.

In almost all countries, the new European Union pet passport with a registered rabies inoculation is required for dogs and cats. For identification, the animals must have a microchip under the skin. For certain breeds, especially fighting dogs, many countries impose severe import regulations or forbid their import at all. Please contact in time your veterinarian or the internet for information.

Full crockery and cutlery is usually provided in the holiday cottages and apartments for the number of persons booked. Technical household appliances, for example, oven, microwave, dishwasher, coffee machine or washing machine, are only provided if they are explicitly mentioned in the description.

Heating / heating possibility In all our properties situated in regions where winter sport can be practiced, central heating is standard and therefore not mentioned in the respective descriptions. A remark is made with non standard heating possibilities, e.g. electric heating (due to the possibly high energy costs charged separately), underfloor heating or simple oven heating or other simple and non central heating possibilities.

Apartments and holiday cottages in summer regions, especially in the South, do not always have heating. Central heating can rarely be found. In case of need, gas, electric, kerosene or wood/coal heated ovens are used (see property descriptions). As a rule, ovens are operated by the tenants, information on how to use them can be provided by the landlord/ caretaker.

TV/ TV reception: TV in the property description indicates a colour television. If satellite or cable TV is available, this will be indicated in the text by "satellite TV" or "cable TV". The reception of channels in the guests' respective language cannot be guaranteed.

Internet/ Wi-Fi We do not furnish a guarantee for the constant availability, compatibility or security. It is up to the customer to take necessary precautions for their end devices. The usage may be limited. Internet access/ Wi-Fi is generally for the purpose of a holiday, i.e. not suited for business purposes and the like. The usage of internet/ Wi-Fi is at your own risk. When using internet/ Wi-Fi the user has to adhere to applicable law. This applies in particular regarding the illegal uploading of files and material (i.e. movies, music) which are protected by copyright but are still made available on the web illegally via file sharing networks and the like. You are also responsible to point out the applicable law to any people who are travelling with you (including underage persons) and to undertake control measures. In case of a negligent failure to fulfill your obligations, according to this text "internet/ Wi-Fi", you exempt us from any third party claim.

If **garden furniture** is stated in the property description, it does not necessarily mean that there is a garden chair for **every** person. This also applies to **deck chairs**, which are often limited. For hygienic

reasons the cushions for the deck chairs are not provided by the owner. Deck chairs and sunshades are only provided, if they are mentioned in the property description.

The property description also indicates whether a holiday cottage or holiday complex has a **swimming pool**. Usually, the opening times are also stated. Please note, however, that the indicated season start and end dates may change according to weather conditions. For **pools in holiday complexes** etc. please observe the opening hours specified by the management and any special bathing regulations or prohibitions. These can concern e.g. the wearing of bathing shorts in the pool, bringing of balls, airbeds and similar in the pools or the duty of wearing swimming caps (especially in Italy). A new statutory order in **France** indicates that pools must be secured with a fence, a cover or an alarm system. In most cases, this has already been carried out. Though most of the property pictures both on our website and in our brochure do not yet show the latest status concerning this matter.

Tenants are entitled to use the whole of the rented property including of furniture and utensils. They undertake to treat the rented property, its furnishings and fittings and any communal facilities with the utmost care. They are obliged to make good any damage caused during the rental period due to negligence by themselves or their companions or guests.

For reasons of organization and control, in some holiday complexes, the wearing of a **bracelet** is obligatory.

The maximum number of persons stated in the description and confirmed on the voucher must not be exceeded by the guests and their potential visitors. **The maximum number of persons also includes children and babies**, unless otherwise agreed with INTER CHALET and confirmed on the voucher. If the maximum number of persons is exceeded by guests and their potential visitors, the landlord has the right to refuse or evict those over the limit or to demand a proportion of the rental plus extras.

Special offers: For special offers, e.g. 3 for 2 or 7 for 5, for percentage reductions of the travel price and for specials such as early booking discounts and reductions for elderly persons and families, any variable additional costs must be paid for the full duration of the stay. If, in the case of special offers, the stay extends over two different holiday seasons, the discount will always apply to the lower weekly/daily price.

The **arrival time** is between 4.00 p.m. and 6.00 p.m. on the **day of arrival**. If you realize during your journey that you cannot arrive at the agreed time, it is necessary to inform the caretaker straight away and in due time. He will then try his best to arrange your check-in, possibly charging a fee. Be aware that a late check-in nevertheless cannot be guaranteed. Please check your travel documents for different arrival times.

For organisational reasons, other **nonconforming arrival days** are often NOT possible. In each case, a different arrival time than the one confirmed on your booking confirmation must be requested at INTER CHALET. If it is possible INTER CHALET will send you a written confirmation.

On the **day of departure** according to the booking confirmation the rented property must be vacated no later than 10.00 a.m. and handed over to the landlord or his authorised representative cleaned and in the same conditions as when it was accepted. Please check your travel documents for different departure times.

Cancellation

You may cancel your booking at any time prior to the start of the holiday. The date your cancellation instruction is received by INTER CHALET shall be the decisive date. It is in your own interest to notify cancellations in writing.

We normally calculate cancellation **charges for holiday cottages and apartments** as follows:

- up to 61 days before arrival 10% of the total price,
- 60 to 35 days before arrival 50% of the total price,
- 34 to 2 days before arrival 80% of the total price,
- the full cost of the holiday will be charged for later cancellation and non-arrival.

For group accommodations in our winter programme for 14 or more people the following differing cancellation fees apply:

- up to 24 weeks before arrival 20% of the total price
- 24 to 20 weeks before arrival 30% of the total price
- 20 to 16 weeks before arrival 50% of the total price
- 16 to 8 weeks before arrival 80% of the total price
- 8 to 4 weeks before arrival 90% of the total price
- later cancellation 95% of the total price
- the full travel price will be charged for non-arrival

Should INTER CHALET manage to find another tenant for the same period and at the same conditions, only 10% of the total price will be charged irrespective of the cancellation date.

The **cancellation** procedure will differ from the provisions stipulated above, if you make use of your right to provide a replacement tenant. This, however, is conditional on INTER CHALET as the tour operator being given firm notice well in advance of the departure date, so that the necessary alternative arrangements can be made. It is also conditional on the replacement tenants satisfying the special conditions applicable to the holiday and not contravening any legal requirements or official regulations. When the change of name is confirmed by the tour operator, the new participant will assume the rights and obligations of the contract. For each such procedure a charge of **Euro 20** will be made to cover the costs incurred by INTER CHALET in making the change.

This does not affect your right as a consumer to proof no or notably minor loss.

Cancellation due to force majeure

In any event of cancellation due to force majeure we would like to refer to § 651j (German Civil Code):
(1) Both the tour operator and the tenant are entitled to cancel the contract solely under the provisions of the present § 651j in consequence of unforeseeable complication, danger or annoyance to the journey.
(2) In the event of the cancellation due to subparagraph 1, the provisions of § 651e subparagraph 3 clause 1 and 2, subparagraph 4 clause 1 will apply. The parties will share extra expenses for the backhaul equally. Otherwise, extra expenses will fall to the debit of the tenant.

Cancellation by the Tour Operator

INTER CHALET can cancel the holiday contract before the arrival date or terminate the contract after the arrival date, without further notice if, despite being cautioned, a tenant persists in disrupting holiday arrangements, behaving in a way likely to cause danger to others or otherwise failing to comply with the terms of the contract. In this case, the travel price will be declared forfeit.

Liability/Limitation of liability

INTER CHALET's liability for the violation of contractual obligations which are not physical injuries (i.e. violation of life, body or health) shall be limited to three times the total rental price, providing damage to the tenant was not occasioned maliciously or by gross negligence, or providing INTER CHALET is responsible for damage incurred to a tenant due solely to negligence by a service supplier. The highest total limit of liability apply per tenant and journey respectively. Any possible additional claims according to the Montreal Convention or the Air Traffic Act remain unaffected by these limitations.

The legal provisions regarding INTER CHALET's liability for physical injuries and delicts also remain unaffected by the aforementioned restrictions.

Duty to cooperate, assertion of claims (adresse, time-limit, statutory limitation)

In the event of a default in performance, statutory provisions require that you take all reasonable steps to help remedy the problem and minimize or prevent any ensuing damage. This specifically entails an **obligation to report complaints without delay**. Culpable failure to comply will bar you from making any claims in this respect. It is not culpable negligence when, for instance, it would be unreasonable to expect faults to be reported or remedial action to be requested, when there is impossibility of performance, or when there is an innocent omission to notify faults or request remedial action. If your holiday is not supplied in accordance with the terms of our contract or if you find a fault in the rented property you can request remedial action.

If this happens you should contact us immediately preferably by phone, but also by fax or email at

INTER CHALET

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Office address, e.g. for special delivery letters:

Heinrich-von-Stephan-Str. 25 (INTER CHALET-Haus)

79100 Freiburg, Germany

so that appropriate action can be taken to check the complaint and, if necessary, to remedy the problem or provide redress.

Service providers (landlords, caretakers, agencies etc.) do not operate as tour managers and are not representatives of INTER CHALET, nor are they authorized to accept claims or to make or receive legally binding statements. Notification of defective performance or requests for remedial action may be dispensed with under exceptional circumstances, e.g. when they are unreasonable, when there is impossibility of performance or when a notification of defect or request for remedial action is innocently omitted. **Claims against INTER CHALET for failure to perform or improper performance of the services agreed in our contract may be filed within one month of the contractual end of the holiday, and we strongly advise that these be made in writing. Your travel provider (travel agency, internet portal or website, etc.) is not entitled to accept claims for guarantee and compensation on your behalf.**

Claims are conditional on the performance or substitute performance of services accepted by you not having been provided as agreed in our contract, on your immediate notification of defective performance, and of adequate remedial action not having been taken. You can terminate the holiday contract if the holiday has been substantially impaired by defective performance. As a rule this is conditional on whether you have given INTER CHALET an appropriate period of notice to take remedial action and this period having elapsed with no result.

A period of notice is not required when remedial action is impossible or is refused by INTER CHALET in its capacity as tour operator, or if immediate termination of the contract is warranted in view of a factor in the tenant's particular interest.

If there are no damages to life, body or health, claims by the customer are subject to a limitation period of 1 year according to §§651 c to f BGB (German Civil Code) as far as neither INTER CHALET nor a legal representative nor an agent of INTER CHALET is charged with deliberate or negligent breach of duty. The limitation period begins on the day succeeding the day on which, according to contract, the journey ends.

Statutory provisions regarding the suspension of the period of limitations (§§ 203 ff. BGB) apply in this case also without any restriction.

The limitation period for claims by the customer regarding damage to life, body or health, deliberate or negligent breach of duty on the part of INTER CHALET, a legal representative or an agent of INTER CHALET as well as from other statutory provisions than §§ 651 c to f BGB (e.g. according to §§ 241 section 2, 311, 832 ff. BGB) is subject to the respective statutory provisions.

INTER CHALET does not take part in out-of-court dispute resolutions before consumer advice committees.

Insurances

Apart from statutory insolvency insurance note (Risk Coverage Certificate), insurance is not included in the service we have agreed to provide. We advise you to take out INTER CHALET basic travel cancellation insurance cover when making your booking. Any insurance premiums are due in full together with a down payment of 20% of the total price. As a rule, personal liability insurance covers also damages in holiday cottages and apartments which are caused by you as customer. We recommend checking if your insurance company covers such damages also abroad.

Passport, Visa and Health Requirements, Customs and Exchange Control Regulations

To enter the countries Denmark, Finland, France, Germany, Ireland, Italy, Croatia, The Netherlands, Norway, Austria, Portugal, Sweden, Switzerland, Spain, Czech Republic and Hungary, citizens of the European Union need a valid passport or identity card. Children younger than 16 need their own identity card or passport.

For entering into the Czech Republic, children younger than 16 need their own identity card with photo. To enter the USA, citizens of the European Union need a biometric e-Passport which must be valid at least until the departure date, child identity cards and entries in parent's passports, in order to enter the country without visa, are not accepted anymore. Please note, that the US government prescribes an Electronic System for Travel Authorization - ESTA - by law for travelers to the USA from countries without a general visa requirement. Please view <https://travel.state.gov/content/visas/en/visit.html> for entry requirements (e.g. a visa may be required). There are currently no vaccination or health requirements.

You are responsible for complying with any regulations necessary for the performance of the holiday (travel documents, vaccinations, exchange control regulations, customs regulations and possible import requirements for your pet). Any costs incurred as a result of failure to comply with these regulations, particularly the payment of cancellation charges, will be your responsibility unless they were due to culpable provision of incorrect information of a failure to provided information by INTER CHALET. **Citizens of other countries** will receive adequate information from their consulate.

Court of Jurisdiction, Choice of Law and Other Provisions

Applicable law to the contractual relationship between customer and INTER CHALET is exclusively governed by German law. This also applies to the entire legal relationship. For any customer complaints from abroad against INTER CHALET, where INTER CHALET's liability may not be applied on the merits of German law, German law will be exclusively applied with respect to any legal consequences, particularly in terms of type, scope and level of customer claims.

Court of Jurisdiction is the customer's domicile situated in Germany, the respective Court of Jurisdiction for customer claims against INTER CHALET as well as INTER CHALET claims against the customer is subject to statutory regulations. If the customer or the contractual partner are either merchant, legal entity under public or private law, or a person whose domicile or habitual residence is abroad or whose domicile or habitual residence at the time of action is not known, the Court of Jurisdiction shall be the INTER CHALET's place of business; the rules regarding enforcement of payment according to §§688ff.ZPO (Code of Criminal Procedure) remain unaffected.

Other provisions: Above regulations do not apply

– when and if, according to compulsive regulations of international agreements which can be applied to the holiday contract between the customer and INTER CHALET, other regulations are in favour of the customer; or

– when and if compulsive regulations of the customer's European Union member state which can be applied to the holiday contract between the customer and INTER CHALET are more in favour of the customer than the above specified regulations or the relative German regulations.

The nullity of single agreements of the holiday contract does not cause the nullity of the whole contract.

Operator

INTER CHALET Ferienhausgesellschaft mbH

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SOME IMPORTANT INFORMATION

You will have received your **booking confirmation** together with this information leaflet. Please carefully check that all information in the confirmation is complete and correct as this is a very important document. If you think there are any discrepancies with your booking or booking request, please contact INTER CHALET immediately.

The payment is made by credit card/debit card (fee), by direct debit or by PayPal. Payment by credit card/debit card or PayPal is mandatory for customers living outside of Germany and Austria. Customers with residence in Germany can also pay on receipt of invoice. The down payment is 20 % of the travel price. The amount is due immediately after receipt of the booking confirmation. The final payment will be deducted 30 days prior to the travel date. For bookings within 30 days prior to the travel date the total amount has to be paid immediately. The travel documents will be sent on time, either by post or by e-mail.

Additional costs are included if they are fixed and agreed on beforehand. Any flat rate **local service charges** which are fixed at the outset are included in the total price. Variable costs, which, for example, depend on the number of people travelling and the composition of the party (e.g. visitor's tax, electricity, gas, water), are published on our website and are also listed on the voucher that you will receive with the other travel documents. Local service charges must be paid directly to the landlord or caretaker on arrival at the holiday destination. Charges which vary according to consumption (e.g. electricity) are paid to the landlord or caretaker upon departure. If extra costs are mentioned in the property description, these must also be paid for children and babies. The payment is usually cash.

Landlords or caretakers have the right to request an appropriate **deposit** when they hand over the keys. The deposit is usually paid cash in EUR. Credit cards are not accepted unless otherwise stated in the property description. The deposit will be refunded when the rented property is returned in proper condition. In some cases the deposit will only be refunded by bank transfer after the departure of the customer.

Insurance Our service does not include insurance cover. We advise you to take out an INTER CHALET travel cancellation or curtailment insurance. You will find the important information on our website www.interchalet.co.uk and can arrange your insurance with INTER CHALET, preferably when you are booking your holiday.

Pets Please note the conditions of travel on the attached separate sheet concerning the matter. As a rule, such permission applies only for **one** pet unless otherwise stated in the property description. Dogs and cats can only be taken into any of the countries of our programme with an **EU pet passport** with a registered rabies vaccination. The (re-) vaccination must occur at least one month before entering the country, whereas according to the vaccine, there can be different intervals from 1 to 3 years (dogs and cats). For identification, the animals must either have an identification tattoo or a microchip under the skin. For animals which get their first identification after July 3, 2011, the microchip is mandatory. If you should have booked a holiday at the seaside or at a lake, please consider that dogs are usually not allowed on the beach. Dogs are often tolerated on beaches, due to lacking of official supervision, but one can not rely on this circumstance. There can also be restrictions in holiday complexes, even if the dogs are allowed in the apartments or houses, they are often not allowed in collective areas such as the swimming pool, restaurants and on the lawn for sunbathing or children's playgrounds.

In some countries such as France, Italy, Norway, Sweden, Florida, Ireland and Austria there are strict rules and regulations. You will get more information from your veterinarian or on the internet.

Ski passes The most important prices for ski passes are mentioned in the property description. They usually apply according to the current season prices calculated for 6 days. Please pay attention if the information provided in the description applies to the previous or to the ongoing season. Ski passes are normally bought on site. But you also may have the possibility to book ski passes in advance on the internet.

Ski- and snowboard rental, if you have booked a holiday home in Austria, France, Italy or Switzerland, you will receive a voucher with your travel documents for a reduction on renting skiing- and snowboard equipment. You can hand in this voucher in all the **SKISSET** stores of the particular country. You can also book your equipment in advance at favourable terms on the internet at www.skiset.com/interchalet.

The **equipment** of your rented property will be in keeping with the customs and standards of the respective country. Please note in particular:

You will need an **adapter** for any electrical appliances you bring with you to Italy, Ireland, Portugal, France, Spain and the Czech Republic (hairdryer, radio, TV), if they are not fitted with a flat plug (euro plug). The voltage in Florida is 110 V. Adapters are available in electrical appliance shops.

In France, Italy, Portugal, Spain and the Czech Republic blankets or duvets are not common. If it is required to bring your own linen, you need 2 normal sheets per bed (the upper sheet can be wrapped around the top of the blanket).