



STANDARD TERMS & CONDITIONS 2010/2011

Booking a holiday

A holiday booking is made between Jean-Pierre Conrad trading under the name “AmberPeaks.com” (“AP”) and the signatory of your booking form (“you”). All correspondence to AP is to be addressed to Caroline Weder Carrarini, AmberPeaks.com, Staldenweg 6, CH – 3920 Zermatt (email: info@amberpeaks.com).

The agreement between you and AP which is constituted by the executed Rental Agreement is subject to the terms and conditions stated forth herein.

Important information

We will ask you to pay a 50% non-refundable deposit to secure your booking within 10 calendar days of receiving our acceptance form as defined herein with the full balance payable 8 weeks before your arrival. In addition you will be liable for any damage to the property and we will ask you for a Swiss Franc 1'000 (CHF 1'000) refundable deposit by way of security.

Reservations are accepted in written form, generally in the form of an email with a Rental Agreement executed by AP as an attachment. Upon receipt of such acceptance notice, you agree to be bound by our Standard Terms and Conditions and enter into the Rental Agreement. If payment of the deposit is not received within 10 calendar days of receiving our acceptance notice then we will consider you are in breach of our Standard Terms and Conditions and we will rent out the property to a third party.

Prices

All prices published are in Swiss Francs and are for 7 nights (starting a Saturday or a Sunday) for the period during the reserved period. These prices include the following services only: cleaning and towel change mid-week, firewood, local taxes and cleaning on departure.

Booking cancellation conditions

Any cancellation will come into effect on the day on which written or email notice (the “Cancellation Notice”) is received by AP. Following any cancellation you will remain liable to AP for the Cancellation Amount (as defined below by reference to the date on which the Cancellation Notice is received by AP). To the extent that you have paid a deposit or the full balance, you will be refunded the difference between the amount paid by you to AP and the Cancellation Amount (as defined below), with the provision that AP will use its reasonable endeavors to find a replacement booking and if AP succeeds in doing so, then you will be refunded in full less a CHF 500.-cancellation fee.

For the above purposes, the Cancellation Amount shall be :

- Cancellation Notice received by AP on a date falling more than 12 weeks before arrival: no Cancellation Amount due but the cancellation fee remains due;
- Cancellation Notice received by AP on a date falling more than 8 weeks but less than 12 weeks before arrival: 25% of the full booking cost;
- Cancellation Notice received by AP between the date falling 8 weeks and the date falling 6 weeks before arrival: 50% of the full booking cost;
- Cancellation Notice received by AP between the date falling 6 weeks and the date falling 4 weeks before arrival: 75% of the full booking cost; and
- Cancellation Notice received by AP between the date falling less than 4 weeks before arrival: 100% of the full booking cost.

Depending on the reason for your cancellation, you may be able to reclaim these charges under the terms of your insurance policy.

Please note that any additional services that may have been booked by AP at your request (such as transfer arrangements, ski instructors, etc.) are not covered by these conditions and are subject to cancellation terms of each individual service supplier. You hereby agree to indemnify AP of any cost or expenses incurred by it in relation to the cancellation of any such services on your behalf, whether or not such services are cancelled in conjunction with your booking or independently of such booking.

We cannot be held responsible for weather and snow conditions, consequently, any cancellation made by you for lack of snow will be subject to our standard refund conditions set out above.

Arrival and departure

Rental periods are for a minimum of a multiple of 7 nights. Arrival times are between 16:00 hours to 19:00 hours with the possibility upon earlier arrival to leave luggage in the chalet. Should you arrive later than 19:00 hours, AP should be informed as soon as possible so we can notify you of the address of the key holder. If you are unable to take the property over on time because of transportation, weather or personal reasons, you will still be liable for the complete rental costs. If you must depart earlier than expected, you are expected to pay the full rental costs. If you wish to extend your stay, please inform us as early as possible and we will attempt to accommodate you. Departures are to be made before 10:00 hours on the day of departure.

Cancellation by AP

AP reserves the right to cancel your holiday for the dates reserved for good reasons. Although extremely unlikely, should this event occur, you will be fully refunded except if cancellation is due to force majeure such as but not limited to fire, natural disasters, governmental action and/or similar events beyond our control.

If you fail to pay the balance of the booking price or other costs before the due dates, and unless agreed otherwise with you, we reserve our rights to cancel your booking. This cancellation shall be treated as a cancellation by you.

Your responsibilities

You hereby agree to guarantee payment for any chargeable service and/or goods requested by any member of your group before and during your holiday.

The property is to be inhabited by the agreed amount of tenants, small children and babies included and you undertake to treat the property, the neighbors and the communal areas with due care. The cleaning of the kitchen facilities, crockery and cutlery rest within your responsibility and is not included in the daily and final cleaning. Should damage on the property or its inventory occur, please do inform us immediately so that all appropriate remedial steps can be implemented. AP will be entitled to recover the cost of any damage caused or additional cleaning caused by a member of your group. If the property is not in a state to be handed over to the following tenants as a result of your actions, you will be responsible for any costs involved by such delay.

Behavior deemed unacceptable by AP will result in an early termination and you shall have no right to any refund, compensation, costs or expenses incurred as a result of such termination

All buildings are smoke free and no pets are allowed on the premises.

Security and damage deposit

A CHF 1'000.- security deposit is required from you and will be entirely refunded unless AP suffers a loss and/or expense in providing the services and/or goods you require and such loss and/or expense has not been paid to AP by you on departure.

Other

These Standard Terms and Conditions and the Rental Agreement are subject to the laws of Switzerland and the parties agree to the exclusive jurisdiction of the courts of the Canton of Valais.