



Address

Dear \_\_\_\_\_

Date \_\_\_\_\_

**CHALET BOOKING**

Thank you for your interest in booking Chalet \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_, the cost of the chalet is £\_\_\_\_\_.

We enclose a copy of our terms and conditions of let. We would be grateful if you would read these carefully and, if you are happy with them, confirm your acceptance of such terms and conditions by signing below and returning a copy of this letter to us at the above address.

Once we have received all of the same from you along with the deposit in the sum of £\_\_\_\_\_ we will consider the chalet to have been booked by you between the above dates. When we receive payment from you of the balance due for the rental of the chalet £\_\_\_\_\_ we will send you a booking confirmation. Please note that all deposits paid by our customers are non refundable. Should you have any questions please telephone us on +44 (0)131556 3296

Payment is required in sterling by bank transfer into the following account:

Account Name: Cragganmore Ltd.  
Account Number: 70162416  
Sort code: 82-62-31  
IBAN: GB10CLYD82623170162416  
BIC: CLYDGB21231

Many thanks and we hope you have a very enjoyable stay in the chalet.

Yours faithfully

**for and on behalf of Cragganmore limited**

**Enc**

I / We \_\_\_\_\_ acknowledge receipt of the foregoing letter from Cragganmore Limited dated \_\_\_\_\_ enclosing terms and conditions of let and hereby confirm our agreement to the terms of that letter as well as such terms and conditions.

We confirm that the services we require for the duration of the let of the chalet are a catered service.

Signed..... Print name.....

# TERMS AND CONDITIONS OF LET OF CRAGGANMORE LIMITED (THE "CONDITIONS")

## 1. DEFINITIONS

In these Conditions, the following definitions apply:-

the "**Cancellation Fee**" has the meaning ascribed to it in clause 9;

the "**Contract**" means the contract between the Company and the Client for the rental of the Property and the supply of the Services during the Rental Period comprising a letter from the Company to the Client headed "Chalet Booking" ("the Letter") and these Conditions;

the "**Client**" means \_\_\_\_\_

the "**Company**" means Cragganmore Limited, a company incorporated in Scotland under the Companies Acts (registered number SC425401) and having its registered office at 5 Carlton Terrace, Edinburgh, EH7 5DD;

the "**Cost**" means £ \_\_\_\_\_;

the "**Deposit**" means 25 % of the Cost;

the "**Final Payment**" means the Cost less the Deposit;

the "**Property**" means Chalet Cragganmore 355 Chemin des Glières, 74400 Chamonix-Mont-Blanc, France;

the "**Rental Period**" means \_\_\_\_\_ and \_\_\_\_\_; and

the "**Services**" means the services to be supplied by the Company to the Client during the Rental Period, being one of the 3 options set out in clause 10.

## 2. FORMATION OF THE CONTRACT

The Contract shall be deemed to be formed upon receipt by the Company from the Client of the Letter duly signed by the Client along with the Deposit in cleared funds.

## 3. FINAL PAYMENT

3.1 The Final Payment shall be made by the Client to the Company in full no later than 8 weeks before the start of the Rental Period.

3.2 In the event that the Final Payment is not made by the Client to the Company in full no later than 8 weeks before the start of the Rental Period the Company shall be entitled to terminate the Contract forthwith by notice in writing to the Client and in such circumstances the Deposit shall not be refunded to the Client and the Company shall have no liability whatsoever to the Client as a result of such termination.

3.3 Reservations made of the Property within 8 weeks of the start of the Rental Period require full payment of the Cost by the Client at the time of booking.

## 4. FLIGHTS AND AIRPORT TRANSFERS

The cost of travel (including, without limitation, flights and airport transfers) to and from the Property is not included in the Cost unless otherwise agreed with the Company in writing.

## **5. INSURANCE**

The provision of appropriate travel and/or medical insurance for the Client and members of the Client's party is not included in the Contract or the Cost. The Company strongly advises the Client and members of its party to take out and maintain appropriate policy(ies) of insurance throughout the Rental Period and that such insurance is in place before any travel to the Property is embarked upon.

## **6. LIMITATION OF LIABILITY**

6.1 Nothing in these Conditions shall limit or exclude the Company's liability for:-

6.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or

6.1.2 fraud or fraudulent misrepresentation.

6.2 Subject to clause 6.1:-

6.2.1 the Company shall under no circumstances whatever be liable to the Client, and/or any member of the Client's party whether in contract, delict, breach of statutory duty, or otherwise, for any injury, loss or damage to persons or property or indirect or consequential loss arising under or in connection with the Contract; and

6.2.2 the Company's total liability to the Client under or in connection with the Contract shall in no circumstances exceed the Cost.

## **7. CHANGING YOUR BOOKING**

Any reasonable amendment(s) to the terms of the Contract proposed by the Client shall be considered by the Company but shall only be accepted by the Company in its sole discretion. The terms of the Contract may only be varied by the written agreement of the Company.

## **8. CANCELLATION**

8.1 The Company shall be entitled at any time by notice in writing to the Client to terminate the Contract and provide the Client with a full refund of the Cost (or the Deposit if only the Deposit has been paid by the Client at the relevant date of termination). It is anticipated that this right of termination by the Company will only be utilised in exceptional circumstances.

8.2 The Client shall be entitled to terminate the Contract by notice in writing to the Company but subject to the payment by the Client to the Company of the relevant cancellation fee determined in accordance with clause 9 below. The date of cancellation shall be the date that the notice of cancellation is received by the Company from the Client.

## **9. CANCELLATION FEES**

Upon any termination of the Contract by the Client in accordance with clause 8.2 above, the Client shall be liable to pay to the Company forthwith on demand a cancellation fee (the "Cancellation Fee"), calculated as follows:-

Period before Rental Period  
commences that written notice  
of cancellation is received by  
the Company from the Client

Cancellation Fee  
Over 8 weeks 25%

6 – 8 weeks 50%

4 – 6 weeks 75%

4 weeks – date of commencement of Rental Period 100%

## 10. THE SERVICES

The Services comprise :-

10.1.1 a catered service for the Property; OR

10.1.2 a self catered service for the Property during summer months; OR

10.1.3 a self catered service for the Property during winter months.

More specifically these 3 different service options comprise the following services:-

10.1.1 Catered Chalet Service :-

- Exclusive use of the chalet
- Concierge service prior to arrival and during your stay
- Fresh flowers and daily newspapers
- Daily housekeeping - towel change when requested
- Champagne reception
- Agreed menu with your private chef - 6 nights
- Tea or coffee in bed each morning
- A cooked and continental breakfast
- Champagne breakfast once a week
- Daily afternoon tea with homemade cake
- Canapes and gourmet four course supper - 6 nights
- Carefully selected house wines with dinner
- Traditional local spirits after dinner
- Complimentary beers and soft drinks
- L'occitane bath products
- Driving service 8am - 10pm
- Luxury taxi service 10pm until 2pm
- Ski pass delivery
- Assistance with ski and boot hire
- Assistance booking ski lessons and guides;

10.1.2 Self Catered Service (Winter)

- Exclusive use of the chalet
- Concierge service prior to arrival
- Daily Housekeeping
- All bed linen, towels and robes with midweek towel change
- L'occitane bath products
- Fresh Flowers
- Stocking of fridge
- Ordering of wine and other beverages
- Costs for all items (ie fridge stocking and wine and beverages ordered) billed separately;

10.1.3 Self Catered Service (Summer)

- Exclusive use of the chalet
- Concierge service prior to arrival
- Housekeeping every second day
- All bed linen, towels and robes with midweek towel change
- L'occitane bath products
- Fresh Flowers
- Stocking of fridge
- Ordering of wine and other beverages
- Costs for all items (ie fridge stocking and wine and beverages ordered) billed separately.

## **11. MISCELLANEOUS**

11.1 The Company shall not be liable to the Client for any loss or claim whatsoever if for reasons of "Force Majeure" (being events beyond the control of the Company, including, without limitation, acts of god, strikes, avalanches or floods) the Company is unable to fulfil all or any of its obligations under the Contract. In addition the Company shall not be in breach of its obligations under the Contract for failure to fulfil any of its obligations under the Contract due to any such Force Majeure event.

11.2 Prior to the commencement of the Rental Period the Client shall provide the Company with a valid credit card number to cover any damage and/or breakages whatsoever in or to the Property which may occur during the Rental Period. At the end of the Rental Period the Company shall then be entitled to debit the said credit card to the extent required to cover the cost of any such damage and/or breakages which may have occurred.

11.3 The Client shall have access to the Property from 4pm onwards on the start date of the Rental Period and shall leave the Property by 10am on the last day of the Rental Period.

## **12. GOVERNING LAW**

These terms and conditions shall be governed by and construed in accordance with the laws of Scotland. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Scottish courts.