

## **Travel and Booking Conditions Chalet Beyond**

### **1. Chalet Beyond**

Chalet Beyond established in Amersfoort at the Arnhemseweg 2, offices spaces on the 3<sup>rd</sup> floor, 3817 CH Amersfoort. Chalet Beyond is a sole proprietorship and the chamber of commerce nr is 34226298.

### **2. Applicability**

2.1 These terms are applicable to all agreements with Chalet Beyond agreed and explicitly also on complementary and subsequent agreements.

2.2 In case of change of these conditions by Chalet Beyond, the amended terms from the date of publication in <http://www.chaletbeyond.nl> apply for all new contracts.

### **3. Definitions**

A. Accommodation rental and Catered Chalet / Chalet-Hotel (incl. ½ board)

B. Arrangements (complete program with accommodation, half board and sports supervision)

C. Additional Options

Chalet Beyond offers booking possibilities:

#### **A. Accommodation rentals and Catered Chalet / Chalet-Hotel (incl. ½ board)**

Vacation rentals include bed linen but exclude service as towels and final cleaning and local tax unless otherwise stated in the invoice.

Rental accommodation, breakfast and service (bed and breakfast)

Vacation rentals, including breakfast, bed linen and towels and final cleaning, plus tax

Rental Accommodation and Catering (Catered Chalet / Chalet-Hotel)

Vacation rentals including half board (breakfast and dinner), bed linen and towels and final cleaning excluding tourist tax

#### **B. Arrangements (complete program with accommodation, half board and sports supervision)**

Vacation rentals including half board (breakfast and dinner) and sports program, bed linen and towels and final cleaning, plus tax

#### **C. Additional Options**

Optional extras to choose, these are not a permanent part of the trip, but a service offered separately by Chalet Beyond, examples are: ski passes, ski equipment rental, taxi transfer from airport to accommodation etc.

### **4. The booker and the participant**

4.1 The (main) party leader is the one who reserves Chalet Beyond offered accommodation or arrangement, whether or not with additional options for themselves or (also) reserves on behalf of or for another.

4.2 The participant is the person on behalf of or for whom the booker reserved a Chalet Beyond accommodation or arrangement, whether or not with additional options.

## **5. Accommodation on request**

5.1 When a property is on request, it is a holiday rental that Chalet Beyond offers but does not have this rental directly in own management.

5.2 Upon receipt of the application/request Chalet Beyond checks the availability of the holiday rental.

5.3 If the property is available for the requested period, the booker on the application is bound by Chalet Beyond and the reservation (in accordance with the definition in Article 8) are considered. Chalet Beyond informs the booker by email as soon as possible but at the most within 48 hours of receipt of the application.

## **6. Non-binding option**

6.1 A free option is possible only if expressly agreed with Chalet Beyond.

6.2 The booker clearly indicates at the inquiry /contact Chalet Beyond that it is a free option.

6.3 As soon as possible but within 48 hours of receipt of the inquiry Chalet Beyond will contact by e-mail whether the property at that time is available and, if possible, the booker maintains a free option to take it is valid for 48 hour. After the expiry of that period of 48 hours Chalet Beyond is free to lease the accommodation from the offer to a third party.

6.4 In case it is not possible to give a free option, the booker is free to make a direct reservation or to leave it.

## **7. Personal proposal**

7.1 A package (accommodation rental with service) can only be booked exclusively by one group. In that case there will be a customized quote established and the general rights of the original arrangement cancelled. The specifications are listed on the program in the offer Chalet Beyond sends by email to the booker.

7.2 Prices as stated in a quotation made by Chalet Beyond, valid from its date of issue up to 10 days, after that the previously proposed prices are expired automatically and a new offer must be requested for actual prices.

## **8. Reservation and conclusion of agreement**

8.1 A reservation for accommodation or accommodation service - with or without additional options - can only be done digitally, namely either by email or by using the Chalet Beyond application / reservation form.

8.2 A telephone reservation must be confirmed by email by the booker. Without this confirmation email, Chalet Beyond is not considered bound.

8.3 A reservation is the most optimal by using the application / reservation form which can be found on the website of Chalet Beyond, <http://www.chaletbeyond.nl>. Chalet Beyond seeking a response within 24 to 48 hours.

8.4 Reservations are only confirmed by email by Chalet Beyond.

8.5 It is possible that by the booker booked accommodation is no longer available. In that case, Chalet Beyond will try to present a suitable alternative. Naturally, the booker is not bound.

8.6 If what the booker reserved is available, the agreement has already been concluded at the time the booking Chalet Beyond is received. The same applies to acceptance by e-mail made by the booker of Chalet Beyond presented by a quote. In both cases, the full amount is payable from that point directly by the booker.

8.7 The booker is jointly and severally liable from that time for all (financial) obligations arising from the reservation, even if it is (also) made on behalf of or for another.

## **9. Costs accommodation rental, accommodation rental with service**

9.1 Costs related to property rental and property lease with service mentioned on the website of Chalet Beyond, as well as some including or excluding.

9.2 Usually, a package (accommodation rental with service) all inclusive, ie including accommodation, catering, activities, guiding, bed linen and towels and final cleaning.

9.3 The accommodation price is given per person or per chalet. If the price per person is included then all persons (maximum accommodation capacity) are to be paid, unless otherwise stated.

9.4 Chalet Beyond reserves the right to change the website of Chalet Beyond for published travel prices.

9.5 The right to carry on any interim changes is not possible for previously confirmed bookings.

9.6 Only the booker receives the invoice for the total amount. If the booker wants an account per participant or per couple / family, Chalet Beyond charges € 10, - extra fee per invoice sent.

## **10. Terms of payment and deposit**

A. Accommodation rental and Catered Chalet / Chalet-Hotel (incl. ½ board)

10.1 After confirming the reservation by Chalet Beyond, Chalet Beyond will send an invoice to the booker within 14 days. The Bill only contains the accommodation and catering.

10.2 A deposit of 25% of the total amount must be paid within the period stated on the invoice.

10.3 The remainder of the payment is due 8 weeks before the start of the journey to be credited to the account of Chalet Beyond.

10.4 If booking within 8 weeks before the commencement of travel, the full amount upon receipt of the invoice is to be paid at once by return . Upon registration within 2 weeks before the trip, you must transfer the full amount at once by bank transfer.

10.5 For some accommodations a deposit is demanded. The deposit required in advance by bank transfers or cash to be paid upon arrival. The deposit is intended as a deposit for accommodation defects arising during stay guest. At the final inspection the deposit returned or proof of refund issued unless a defect is discovered, it will be clearly stated.

10.6 All payments must state the invoice number is as it appears to be indicated on the invoice.

## B. Arrangements (called Package, ie complete range of accommodation, half board and sports coaching)

10.7 For our arrangements or package tours Chalet Beyond is affiliated with STO and makes use of the travel guarantee arrangement which assures travellers that the paid amounts for the booking are safe in case of financial insolvency of Chalet Beyond. Via a safe third party arrangement the traveller pays the amount for the booking to an Escrow account from „Stichting Certo Escrow” and not to a Chalet Beyond bank account.

„Stichting Certo Escrow” is DNB authorized (DNB, De Nederlandsche Bank is the Dutch National Central bank). This method guarantees the traveller that his payment is safe. The amount will only be transferred to the Chalet Beyond bank account one day after the service has been delivered. In case Chalet Beyond is not capable of meeting her obligations the amount will be transferred by „ Stichting Certo Escrow” to STO. STO will depending on the phase of the tour use that amount to arrange an alternative, or arranges return trip or repay the amount to traveller. You can find all details on the benefits of participating in STO and „Stichting Certo Escrow” on the websites [www.sto-reisgarantie.nl](http://www.sto-reisgarantie.nl) and [www.certoescrow.com](http://www.certoescrow.com).

10.8 The STO-travel guarantee is applicable on PACKAGE TOURS, not on NON-PACKAGE TOURS By using this arrangement Chalet Beyond meets the requirements from Dutch law.

10.9 After booking Chalet Beyond sends the traveller a booking confirmation by email. In case of booking a PACKAGE TOUR (always covered by STO travel guarantee) the traveller will receive a mail from CERTO ESCROW with the details for payment through Ideal or for a payment by a bank transaction.

10.10 Our travel conditions are the same as our other journeys. For companies, this regulation does not apply, they immediately receive an invoice of Chalet Beyond as described in Article 10.A

10.11 Some examples of our all-inclusive packages: NMLK skiing, climbing Clinic Experience Stelvio climb Alpe d'Huez

## C. Additional Options

These will be billed separately and serve up to 2 weeks before the trip to be credited to the account of Chalet Beyond. It is also possible that payment is made directly to the supplier. Example of an option is to book ski lessons.

## **11. Payment Default**

11.1 If the booker has not paid within the payment period stated on the invoice, all in accordance with article 10 of these conditions, the booker / participant is in default, unless otherwise agreed in writing with Chalet Beyond.

11.2 If the booker is in default Chalet Beyond may charge for that omission 1% interest per (part of) a month from the due date of invoice booker with a minimum of € 20, - administration costs, notwithstanding the right of Chalet Beyond to charge extrajudicial bringing collection costs.

11.3 In the event of late payment Chalet Beyond is entitled to cancel the booked journey. If such payments are not refundable the booker / participant is liable for any damage thereby suffered. The cancellation provisions as stated in Article 14 of these terms are used in this case.

## **12. Transferability of the booking**

If the booker or the person on behalf of or for whom is reserved unable to participate, it may be replaced with a third party. This can be free up to 7 days before the trip, then this is no longer possible. The third is then subject to all conditions of the agreement, including any options booked. The original booker (s) remains / remain, in addition to the third alternative, jointly and severally liable for payment.

## **13. Travel Documents**

If the fare is paid in full, the booker can expect the travel documents no later than one week before departure, but usually begins 10 days before the trip. The travel documents and directions are sent via email. In case of vouchers for accommodation, ski et cetera, you must bring this voucher to the destination.

## **14. Cancel**

14.1 A reservation can be cancelled only by registered mail. The date of postmark is the cancellation date.

14.2 If a trip is cancelled, per booking the following amounts due to Chalet Beyond:

### Accommodation rental

- Entire amount of accommodation

### Rental accommodation, breakfast and service (bed and breakfast)

- Until 8 weeks before the departure date: 70% of the fare
- Cancellations between 8 weeks and 2 weeks before the day of departure: 80% of the fare
- Within 2 weeks before the day of departure the entire sum

### Accommodation rental with catering, possibly in combination with sports coaching (Catered Chalet / Chalet-Hotel with sport package / arrangements)

- Until 8 weeks before the departure date: 70% of the fare
- Cancellations between 8 weeks and 2 weeks before the day of departure: 80% of the fare
- Within 2 weeks before the day of departure the entire sum

14.3 Chalet Beyond advises the booker to book cancellation insurance to cover them against the above cancellation in the event that the booked should be cancelled unexpectedly. Cancellation insurance cannot be closed at Chalet Beyond; This can optionally be provided by an insurance company or broker.

## **15. Liability Chalet Beyond**

15.1 Chalet Beyond is responsible for the proper implementation of the Agreement in accordance with the reasonable expectations that the booker may have under the provisions of the contract to Chalet Beyond, and for the obligations arising from the contract, irrespective of whether such obligations are out to run by itself or by other service providers, without prejudice to the right of Chalet Beyond to address these other service providers.

15.2 Chalet Beyond accepts no liability for damage for which the booker / participant can rely on travel and / or cancellation.

15.3 Chalet Beyond is not liable for damage or injury caused to the booker / participant regardless of what caused the damage or injury was sustained, unless there is intent or gross negligence on the part of Chalet Beyond. Nor is Chalet Beyond liable for loss, theft or damage to property. Chalet Beyond advises the booker / participant to take out travel insurance.

15.4 The compensation of damages to booker / participant where Chalet Beyond will be liable for it, is always limited to the amount of the fully principal booker paid at Chalet Beyond. In case of a group that amount apportioned proportionately per participant.

15.5 All claims and other powers of the booker towards Chalet Beyond associated with Chalet Beyond expire services has elapsed once a period of three months from the date the booker became known or reasonably could be with the facts on which his claim is based on.

15.6 These conditions are stipulated for the benefit and also on behalf of Chalet Beyond employees. They can never be held liable by the booker, unless intent or deliberate recklessness. In those exceptional cases in Article 15.5 expiry clause contained in favour of these people directly.

15.7 In addition, subject to the limitation of liability contained in these conditions and exclusions, and their maturity also apply to all non-contractual claims against the booker Chalet Beyond, to the extent they are related to the execution of an agreement by Chalet Beyond.

15.8 Chalet Beyond is not liable for any damage suffered during or resulting from by performing third parts of the reservation. In that case, it is necessary to apply directly to the third party.

## **16. Cycling and Ski clinics and other activities carried out Chalet Beyond**

16.1 Participation by Chalet Beyond carried out activities, including in particular but not exclusively the cycle and ski clinics, is expressly at the risk of the participant. Chalet Beyond accepts no liability for unexpected by the participant during the activity organized by Chalet Beyond possible to suffer damage, in the broadest sense of the word.

16.2 The participant is required to attend the general instructions prior to the activity and to obey them. In addition, the participant is obliged to provide further during the activity through the Chalet Beyond supervisor to follow instructions.

16.3 If applicable, the participant is obliged to adhere to the local traffic rules.

16.4 Relevant medical and / or physical discomfort should be reported immediately to the instructor so that this can be taken into account. The instructor reserves the right to issue a negative opinion, which means that the participant is not under the supervision of Chalet Beyond the activity can participate.

## **17. Reservation costs and changes**

17.1 Chalet Beyond calculates booking fees for winter. Up to 8 weeks before departure, any additional options (in accordance with the definition in Article 3 of these conditions) cancelled free of charge and subject to change, unless the relevant options are booked by a third party possible costs due to change and / or cancellation will be charged.

17.2 From 8 weeks before departure change and cancellation free of charge is not possible anymore. For cancellation the above conditions of Article 14 are valid. Any amendments will be € 10, - will be charged per change component administration.

## **18. Changes or cancellation of booking by Chalet Beyond**

18.1 In the event that Chalet Beyond is forced to make significant changes to the reservation contract or to cancel the booking itself, Chalet Beyond will notify the participant of this fact as soon as possible, but no later than 5 days before the trip. At Chalet Beyond lays the obligation to offer an alternative of at least the same level. If no equivalent alternative is available, then Chalet Beyond gives the participant the right to cancel free of charge. The amount already paid will then be refunded as soon as possible.

18.2 Chalet Beyond expressly reserves the right to cancel a reservation if it is forced to do so by circumstances beyond it's control, including war, strike, riot, bankruptcy cooperating parties and other force majeure.

## **19. Arrival and departure**

19.1 In winter the changeover is standard on Saturday. Exemptions to our offer are stated in the confirmation.

19.2 On the arrival day it is usually possible, to occupy the accommodation from 17:00h onwards. In principle, the departure of the accommodation should be for 9:30h.

19.3 In the summer Chalet Beyond applies generally no standard arrival time except in the Mont Ventoux region. In that region we use in the months of June, July and August are generally a week from Saturday to Saturday. In the summer we use the same times as above on arrival and departure.

## **20. Children**

For most properties Chalet Beyond promotes Children discounts or free stay in the case of children up to 2 years. In winter, this also applies to the ski pass. The discounts are listed on the pricing page. Children over 1 year should also be counted towards the maximum accommodation capacity. Cots can be reserved in advance, limited availability. Sheets and blankets are to be included by the traveller (s) itself.

## **21. Dogs**

Dogs are welcome in the by Chalet Beyond managed chalets. Chalet Beyond charges a dog tax of € 50, - per dog for a week (4 -7 nights) € 30, - for a stay up to three nights. For request accommodations Chalet Beyond uses the rules of the relevant manager.

Restriction for this scheme is the height / size of dog. Dogs that are larger than 40cm. long are not allowed.

## **22. Wishes and agreements**

Chalet Beyond tries to satisfy the needs of the booker as much as possible. When a desire resulted in an appointment with Chalet Beyond and forms part of the agreement, the advance agreement must be listed on the bill and later on the voucher in order to make a claim and receive the desired.

No rights can be derived to the needs indicated by the booker,

That Chalet Beyond can not meet and who are not on the invoice, booking confirmation or mail correspondence mentioned,.

### **23. Complaints**

23.1 Despite Chalet Beyond is doing its utmost best to satisfy the booker / participant, it can always happen that the booker / participant is not satisfied about something. The booker must report the complaint directly to the Chalet Beyond staff on the spot or organization so that they can take appropriate action to remedy the complaint. If the complaint is not satisfactorily resolved or where the booker for other reasons wish to file a complaint, no later than within 14 days of return to be submitted in writing to Chalet Beyond.

23.2 Chalet Beyond aims to settle the complaint within 4 weeks after receipt appropriately.

23.3 Complaints that are not reported locally at Chalet Beyond or a cooperating party will not be considered.

### **24. Governing law and jurisdiction**

All agreements entered with Chalet Beyond are applied to Dutch law. The competent court in Amsterdam shall have exclusive jurisdiction over any disputes that may arise between Chalet Beyond and the booker / participant.

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