

Terms & Conditions (United Kingdom)



1. General matters

Your booking and contract is with the firm of HHD AG, Switzerland of Sägereistrasse 20, CH-8152 Glattbrugg (hereinafter only «HHD»).

By making a booking, each customer acknowledges and accepts:

1. these conditions as being binding on them and for the persons also registered by them;
2. our use of personal data in accordance with our Privacy Policy and he/she is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
3. he/she is over 18 years of age;
4. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

2. Conclusion of the contract

The booking can be made in writing in your travel agency or in writing, by phone or by e-mail with HHD or via the internet. With your booking, you bindingly offer HHD conclusion of the contract. The electronic confirmation of receipt by HHD is not yet a confirmation of acceptance of the booking order.

For the scope and nature of the services to be rendered by HHD within the framework of the contract, the descriptions, illustrations and price statements in the catalogue or on the internet sites of HHD valid for the period of the booking shall apply.

The contract between you and HHD shall come into existence once HHD issues a booking confirmation dispatched by HHD on a permanent data medium which is done without undue delay, albeit within than 7 days.

If the booking confirmation deviates from the brochure description, you acknowledge the conclusion of the contract on the basis of the booking confirmation with your advance payment.

We point out that no right of revocation for the services offered exists according to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU). The regulations stated in these travel conditions under «Withdrawal» apply.

Correction of obvious errors, e.g. due to printing or calculation errors or allocation errors in the internet, remains reserved.

Further renting of HHD's holiday houses and holiday flats is not allowed, likewise marketing as an organiser with own pricing.

You can advise us of any special requests you have at the time of the booking. However, please remember that HHD cannot assume any guarantee for their fulfilment. Special requests as well as bookings under a condition and oral side-agreements are only valid if they are confirmed by HHD in writing.

3. Payments/travel documents

The advance payment is 20% of the price of the booking. It is due for pay-

ment without delay following receipt of the booking confirmation. The remaining price is paid 4 weeks before the start date of the services. In the event of bookings within 4 weeks of the start date of the services, the entire price of the booking shall be due for payment. The complete travel documents are ready for collection with your travel agent or are sent to you by post or e-mail in good time. If the advance and/or residual payment is/are not available according to the agreed maturities, we shall be entitled to withdrawal from the travel agreement following a reminder with setting of a period within which to make payment and to charge you the costs of withdrawal according to these terms and conditions.

4. Special conditions and references

4.1. The services offered by us are not suitable for persons with limited mobility as a matter of principle. But we will be pleased to advise you in the individual case.

4.2. Subsidiary costs on site

Fixed costs (obligatory subsidiary costs) which have to be paid in any case have been included in the confirmed price of your booking. Variable costs, which depend on the number of travellers, the composition of the travelling group or on consumption (e.g. visitor's tax, electricity, gas, heating, firewood, water, laundry) are partly paid to the house owner or the key-holder, depending on use at the property. As a rule, payment is in cash. You are liable to make this payment directly to the house owner.

If subsidiary costs have been stated in the text, they are also charged to the amount indicated for **children from 2 years**.

4.3. The house owner/key holder is entitled to demand a suitable deposit when handing over the key. As a rule, the deposit is paid cash in Euros. If credit cards are accepted, this has been stated in the description. The deposit is reimbursed on site following a proper return of the object of rental. In individual cases, it is possible that the deposit is only reimbursed by bank transfer after the customers have left. Any claims to damages by the house owner shall not be affected by the repayment. HHD reserves the right to forward the customer's address data to the house owner in this context on the basis of Art. 6 (1) f GDPR. The mobile number stated in the booking, the e-mail address and the postal address which have been stated can be forwarded to the house owner for communication on the day of arrival in accordance with Art. 6 (1) b GDPR. The deposit, handling of the deposit and settlement of the subsidiary costs on site are not contents of the travel agreement with HHD.

4.4. No statements are made in the descriptions in the catalogues on the amount of the **visitor's tax** in the individual locations, as the precise amounts are not yet known at stop press as a rule. Depending on the location, costs between about £0.50 and £7.- per person/day (children less) can be expected.

4.5. **Basic cleaning is done by you as the customer in each case, indepen-**

dent of the final cleaning by the house owner.

Basic cleaning includes the cleaning of the kitchen or similar, washing up and clearing away the crockery, disposal of remaining food and all waste, stripping the beds and sweeping or vacuuming all the rooms.

Final cleaning additionally includes thorough cleaning of the kitchen/cooking area, bathroom/shower/WC and wiping the floors, amongst others. In some objects, you have the alternative of cleaning the holiday flat/home yourself or leaving the cleaning up to the house owner/key-holder at a suitable charge. You will find information about this in the description of the object in question.

4.6. In the property descriptions, reference is made as to whether **bed linen and towels** are available or have to be taken with you, or possibly have to be rented on site. The standard width of French beds and double bed mattresses is 1.40 m. If bed linen and/or towels can be rented on site and you wish to make use of this service, please state this wish when you make the booking. In some cases, tea towels are provided by the house owner, although we generally recommend taking your own with you. Always take your own pool and beach towels. Likewise, toilet paper and washing-up and cleaning products are to be taken with you as a rule.

4.7. If **additional beds and/or cots** are available, you will find a reference in the property description in question. As a rule, you have to bring bed linen for cots. Please pay attention as to whether a cot is only provided within the maximum number of guests stated or whether a further person may effectively be accommodated in the object as a result. As a rule, cots are suitable for children up to 2 years of age. In any case, additional beds and cots have to be ordered and partly also confirmed in the booking, and the voucher must have a matching endorsement. As a rule, only **one** additional bed or **one** cot is possible.

4.8. You can also see from the property description in question whether a **pet** (as a matter of principle, only dog or cat) is allowed or not. In any case, a pet must be registered in the booking with a statement of species and size, even if it is allowed according to the description. **As a matter of principle, the permission only applies to one pet to the extent not stated to the contrary in the description.**

If pets are not allowed, this does not automatically mean that you cannot expect pets in the house, in the holiday complex etc. or that pets are not kept some of the time in the object booked by you. This may be due to the structure of the holiday complex with partly private owners, to whom no instructions can be given in this regard, or to the fact that the owner of a rural object owns a dog himself and wants to avoid conflicts with guests' dogs.

But if pets are allowed as a matter of principle, this does not automatically mean that they can move around freely everywhere. For example, in practically all the holiday complexes, the pool and green areas are not accessible to dogs, this applying all the more so to restau-

rants and similar. Often, having dogs on a lead is obligatory. Naturally, the pools of single houses are a taboo zone for pets. Pets may not be left alone in the object of rental.

For dogs and cats, the EU pet passport with an entry of the rabies inoculation is prescribed or is recognised in almost all countries. The animals must be identifiable with a microchip. For certain species of dogs, mainly so-called combat dogs, strict directives apply in many countries or they are generally not allowed. So get information at an early stage, best of all from your vet or on the internet.

If pets are taken without permission, the key-holder is entitled to reject handover of the key or to immediate withdrawal of the key during the holiday.

4.9. As a rule, **crockery and cutlery** are complete in the holiday homes and flats and available for the number of people booked. Technical household appliances such as oven, microwave, dishwasher, coffee machine or washing machine are only available if they are expressly mentioned in the description.

4.10. **Heating/possibility of heating** In holiday homes and flats in summer travel areas, above all in the south, there is not always heating. Operation of central heating or gas, electric, kerosene or wood/pellet fires is done by the customer as a rule. References on the mode of function can be obtained from the house owner/key-holder if needed.

4.11. **TV/TV reception** TV in the description means a colour television. If reception is possible via satellite or cable, this is stated in the text with sat TV or cable TV. But this does not necessarily guarantee that programmes can also be received in all languages.

4.12. **Internet/WiFi** is only available if expressly mentioned in the description. We assume no guarantee for permanent availability, speed, compatibility and security. You must therefore ensure adequate protection of your terminal devices. Consumption may be limited. Internet/WiFi is regularly intended for holiday purposes, i.e. not suited for the business area or similar. Use of Internet/WiFi is purely at your risk. Valid law is to be complied with when using Internet/WiFi. You are in particular obliged not to upload any files which contain material (e.g. films, music) which have been protected by copyright, but which could be propagated on the internet illegally through file-sharing sites or similar. You are further obliged also to inform fellow travellers (including travellers who are not of age) about compliance with valid law and to carry out matching controls. In the event of a culpable breach of your duties in accordance with this «Internet/WiFi» text, you indemnify us against any claims made on this basis by third parties.

4.13. If **garden/patio furniture** (furnishings) have been stated in the description, there is not necessarily a garden chair available for **each** person. This also applies to sun loungers, which often have a limited quantity. Cushions for sun loungers are not provided by a number of house owners for hygienic reasons. Sun loungers and sunshades are also only available if

they have been mentioned in the description of the object.

4.14. In the property descriptions, reference is also made to whether a swimming pool is available in a holiday home or holiday complex, as a rule with information about the seasonal opening period. However, please consider that the dates stated in the text for the start and the end of the season can be changed due to the weather. For **pools in holiday complexes** etc., please observe the opening hours stated by the management and, if applicable, specific rules for bathing. These may for example contain directives/bans on wearing bathing shorts in the pools, bringing your own balls, airbeds and similar to the pool or the duty to wear a bathing cap (often in Italy).

4.15. As the tenant, you have the right to use the entire object of rental including furnishings and everyday objects. You undertake to treat the object of rental and its inventory as well as possible jointly used amenities with the greatest possible care. You are obliged to reimburse any damage occurring during the rental period through your fault or that of your fellow travellers and guests. Damage can be offset against the deposit.

4.16. Taking and connecting objects which consume a lot of resources such as air-conditioners, mini-pools, electric cars etc. is not permitted.

4.17. In some large holiday complexes, you must expect the duty to wear a wristband. For organisational reasons and for reasons of controls in the sense of the guests in the complex, this ought to be acceptable.

4.18. The object of rental may not be occupied with and used by more people than stated in the catalogue or on the internet sites and confirmed on the voucher. **The maximum number of persons stated also includes children and infants**, if not agreed differently with HHD and confirmed on the voucher.

4.19. Excess occupancy entitles the key-holder to reject handover of the key or to immediate withdrawal of the key during the holidays or to charge the pro rata rental price plus possible subsidiary costs. The **infrastructure operations** stated in the brochure, in the travel confirmation and in the documents (means of transport, shops, restaurants, sports amenities, public beaches and their amenities etc.) are not an integral part of our duty to perform. These operations decide in their own responsibility on operating hours etc.. The same also applies to the public and private provisions companies (such as water and electricity). Information about the climatic condition is also not an assurance. Any duties to information, references and care which may be incumbent on us remain unaffected.

4.20. **Special offers** With special offers, e.g. 3=2 or 7=5, with percentage reductions of the rental price, actions such as early bookers' discounts or special offers for families and the elderly, possible variable subsidiary costs are to be paid for the full duration of the stay.

4.21. As a rule, the **arrival time** is between 4 and 7 p.m. on the planned **arrival day**. If you will probably be delayed, please inform the key-holder as soon

as possible. He will then endeavour to ensure that you are welcomed then (possibly at an extra charge). However, this cannot be guaranteed. If applicable, you can see alternative arrival times on your travel documents.

4.22. Please hand your travel documents to the key-holder when you arrive. The place of the key hand-over on arrival and the place of return when you leave is not necessarily at the holiday residence or location.

4.23. **Arrival days deviating** from the booking confirmation are not possible in a number of cases for organisational reasons. In any case, such a deviation must be inquired at HHD. If the deviation is possible, it will be confirmed in writing by HHD.

4.24. If you cannot take the object over as planned, e.g. due to large amounts of traffic, strikes etc. or for personal reasons, the entire rental price shall remain owed. The same applies if you leave the object prematurely. If you would like to extend your stay, discuss this at an early stage with the booking office. During the season, there may be waiting times at the key hand-over points.

4.25. On the **date of departure** according to the booking confirmation, the rented property must be left by 10 a.m. at the latest and handed over to the renter or his authorised representative cleaned and in the same condition as in take-over. Deviating departure times can be seen from your travel documents.

5. Changes to the contents of contracts before the start of the journey

HHD can change the nature of the booking before the start of the booking to the extent that these deviations are slight and do not impair the overall pattern of the booking and are not brought about in breach of good faith. The customer shall be informed about this without delay on a permanent data medium after knowledge of the reason for the change.

In the event of a considerable change to the contract, you are entitled to accept the change or to withdraw from the contract free of charge within the period set by us simultaneously with this notification or to participate in a replacement journey if this is offered by us. **If you have not made a declaration within the period set by us, the offer to change the contents of the contract shall be deemed accepted.** Possible claims from warranty shall remain unaffected.

6. Withdrawal

You can withdraw from the booking at any time before it starts. Receipt of the declaration of withdrawal by HHD shall be decisive. If the booking has been made via a travel agent, withdrawal can also be declared to them. In your interest, the declaration of withdrawal should be in writing. If you withdraw from the booking before it starts, or in the case of a no-show, you will be liable to pay HHD the withdrawal fees outlined below. If unavoidable, out-of-the-ordinary circumstances occur at the destination or in its direct vicinity considerably impairing performance of the services or transport of persons to the destination, HHD cannot demand any withdrawal fees.

Circumstances are unavoidable and out-of-the-ordinary if they are not subject to HHD's control and their consequences would also not have been avoided if all reasonable precautions had been taken.

HHD has set the following lump-sum withdrawal fees, taking the period between the declaration of withdrawal and the start of the journey and also the savings of expenditure and the expected acquisition through other kinds of use of the services into due account.

As a rule, our **withdrawal fees** are:

- 10% of the rental price up to 43 days before the start of the services,
- 50% of the rental price from the 42nd to the 29th day before the start of the services,
- 80% of the rental price from the 28th to the 2nd day before the start of the services,
- The entire booking price is charged if withdrawal is later than the 2nd day or you are a no-show.

You as the tenant are free to prove to HHD as the principal that no or considerably less damage was incurred than the lump-sum demanded. If you so request, we are obliged to substantiate the amount of the withdrawal fee.

If we are obliged to reimburse the price of the booking as the result of a withdrawal, we pay immediately, albeit in any case no later than 14 days after the withdrawal.

HHD can withdraw from the contract before the start of the services if performance of the contract is not possible due to unavoidable, out-of-the-ordinary circumstances. In such a case, HHD shall lose the claim to the price for the booking.

The procedure differs from the regulations stated under **Withdrawal** if you make use of your right to provide a replacement tenant. However, the precondition is that HHD as the principal is provided with a binding notification in good time before the start of the services so that the necessary re-planning can take place. A further precondition is that the replacement tenant fulfils the specific requirements of the booking and statutory directives or official orders do not contradict. With the confirmation of the change of name by the supplier, the new participant accedes to the rights and duties from the contract.

The costs incurred by HHD as a result of this change are charged to you at £20,- per process.

7. Termination for conduct-induced reasons

HHD can terminate the contract without notice if the traveller lastingly disturbs the implementation of the services despite a caution or endangers others by his conduct or otherwise behaves in breach of contract. In such a case, the price for the booking is forfeited, although saved expenditure or benefits through other use are offset if applicable, including amounts possibly credited by the service renderer.

8. Liability/limitation of liability

We have a duty to select the suppliers providing the services which form your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we

have breached that duty and damage to you has been caused. Therefore, providing we have selected the service providers with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

HHD's liability for damages from a breach of contractual duties which do not involve injury, illness or death and have not been caused culpably has been limited to three times the price for the journey. Any claims possibly exceeding this according to international agreements or statutory directives based thereon shall remain unaffected by these limitations.

HHD shall not be liable if the defect in the journey is to be ascribed to the following causes:

- culpable actions or omissions on your part or on the part of a person also using the services;
- unforeseeable or unavoidable omissions by third parties not involved in the rendering of the contractual services;
- unavoidable, out-of-the-ordinary circumstances.

9. Cooperation duties, making claims (addressee, barring by limitation, settlement of consumers' disputes)

You as the customer must inform HHD or your travel agent if you have not received the necessary travel documents within a period notified by us. Within the framework of the statutory directives, you are obliged to do everything which can be reasonably expected in the event of disturbances occurring in the service in order to contribute to a remedying of the disturbance and to keep damage which might occur as low as possible. This in particular results in the **duty to notify complaints without delay**. If you culpably fail to comply with this duty, claims shall not accrue to you to this extent.

External circumstances and regional peculiarities such as insects, stray dogs, unfavourable weather conditions or the condition of public roads shall not entitle to a claim to damages.

If the booking is not performed contractually or if you find defects in the object of rent, you can demand a remedy.

In this case, get in touch without delay, if applicable via your travel agent, best of all by phone, otherwise by e-mail with:

HHD AG
Sägereistrasse 20, CH-8152 Glattbrugg
+ 44 (0)1483 863 510
info@interchalet.com

House and service address, e.g. for express letters:

Sägereistrasse 20, CH-8152 Glattbrugg so that suitable measures can be taken to examine the complaint and if applicable to remedy the disturbance of the service or to provide an equivalent replacement.

The service providers (house owners, key-holders, agency etc.) have neither the function of tour guides nor are they representatives of HHD nor do they have the authorisation to acknowledge claims and to make and/or to accept legally binding declarations.

Claims on account of non-contractual rendering of services can be made against HHD following the planned end

of the services, in which context we urgently recommend written form. Your travel organiser (travel agent, online travel portal etc.) is authorised to accept the application for warranty and damage claims and to forward them to HHD.

The precondition is that the services or the replacement services accepted by you were not rendered contractually, that you notify the defect without delay and that no adequate remedy was provided. If the booking is quite considerably impaired by defects, you can terminate the contract. As a rule, the precondition is that you have demanded a remedy from HHD setting a suitable period and that this period has expired fruitlessly. Setting of a period shall not be necessary if remedies are rejected by HHD or if an immediate remedy is necessary.

As a general rule of thumb, under English law, you have six years in which to bring an action against HHD for breach of contract claims, and three years in which to bring an action against HHD for personal injury, illness or death claims. In both cases, the period begins to run from the date on which the cause of action accrued. Exceptions do apply and you are advised to obtain legal advice.

Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 15 for further details. You can also access the European Commission's Online Dispute Resolution Platform, which is available at <http://ec.europa.eu/odr>.

10. Securing customers' money

In the event of insolvency of HHD AG, the following security for customers' money ensures that the price of the booking paid is reimbursed to the customer to the extent that

1. services do not take place or
2. the traveller complies with payment requests by service providers with a view to services which have been rendered, the claims to payment for which have not been fulfilled by HHD AG.

In the event of insolvency of HHD AG. Opening of insolvency proceedings against the assets of HHD AG and rejection of an application for opening due to insufficiency of funds shall be equated to insolvency of HHD AG.

The aforementioned liability of the security for customers' money has been limited. It shall only be liable for all amounts to be reimbursed in total in one year up to an amount of 45 million CHF. If this amount is not sufficient for all the customers, the reimbursement shall be reduced in the ratio of its total amount to the maximum amount. Due amounts shall only be reimbursed after the end of the year (01.01. to 31.12.) in which the insured incident has occurred.

The security for customers' money is provided by AXA Versicherungen AG, Kredit & Kaution, Postfach 357, CH-8401 Winterthur, a company based in Switzerland, which is subject to Swiss financial monitoring.

11. Data Protection

For our processing of personal data in connection with these General Terms and Conditions, our privacy policy

applies, which can be found at <https://www.interchalet.co.uk/data-protection>

12. Travel cancellation insurance

Our services contain a travel cancellation insurance with the **Europäische Reiseversicherung AG**. It has been included in the price of the booking. All participants in the booking automatically accede to this group insurance contract as insured parties by making the booking. With your booking confirmation, you receive the insurance policy, from which you can see the insurance terms and further details. We also recommend conclusion of an additional travel protection.

Recommendation on private liability insurance

As a rule, private liability insurance also regulates damage in holiday homes/holiday flats which has been caused by you as a customer. We recommend that you examine whether your insurance covers such damage, also abroad.

13. Passport, visa, health, customs and foreign currency directives

You as the customer are responsible for complying with valid domestic and foreign immigration and emigration directives, health directives, passport and visa directives and provisions for taking pets into a country yourself. Travel and security directives, immigration directives, visa and health directives are available to you on the website of the Passport Office, <https://www.gov.uk/browse/citizenship/passports>. The embassies/consulates responsible for you can also give information.

All the disadvantages, in particular payment of withdrawal costs, which result from failure to comply with these directives, shall be charged to you except for where they have been caused by culpably wrong or non-information by HHD.

14. Choice of law, place of jurisdiction, miscellaneous provisions

Applicable law

To the extent that a choice of law is possible, the parties agree application of English law and the exclusive jurisdiction of the English courts.

Miscellaneous provisions

The aforementioned conditions do not apply

- if and insofar as something to the contrary in the customer's favour results from provisions of international treaties which cannot be dispensed with contractually and which are to be applied to the travel contract between the customer and HHD, or
- if and insofar as provisions in the member state of the EU to which the customer belongs which are applicable to the travel contract and cannot be dispensed with are more favourable for the customer than the aforementioned conditions or the matching English directives.

The ineffectivity of individual provisions of the travel contract shall not result in invalidity of the entire travel contract.

15. ABTA

We are a Member of ABTA. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's

scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com

Contract Principal

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