



## **TERMS & CONDITIONS OF TENANCY: Chalet Planina – 126 Polje, Bohinj, Slovenia** [www.chaletinslovenia.com](http://www.chaletinslovenia.com)

### **SCOPE & DEFINITIONS**

This document defines the terms and conditions under which Chalet Planina – 126 Polje, hereafter referred to as the property, may be booked for periods of tenancy. Bookings are accepted by Sarah Dobby, hereafter referred to as the Owner, and who will usually, but not exclusively, be represented by Think Slovenia. The booking is made by the person, hereafter referred to as the Tenant, who provides credit card details or makes a payment in order to confirm a booking at the property thereby accepting these terms and conditions. The definition of the tenant encompasses everybody who may stay at or visit the property during the period of tenancy (hereafter known as the party). It is the responsibility of the tenant to make these terms and conditions known to all members of the party prior to giving his / her acceptance on the party's behalf.

### **PRICES**

Prices are in given Euros and Sterling and payable in Euros or Sterling except where otherwise agreed in writing.

### **BOOKING AND PAYMENT**

The Owner will confirm the availability of the property by letter, fax or email. To make a booking, unless otherwise agreed in writing, the tenant must pay a 40% holding deposit on line via the Chalet website. The remaining payment of the rental amount plus tourist tax must be paid 6 weeks prior to the booking. In all cases the tenant is responsible for paying any applicable bank charges, in addition to the total cost of tenancy for the property. Payment made directly to the Owner's bank account should bear the tenant's reference.

If any of the payment referred to above is more than 7 days late, without the written authorisation of the Owner, the Owner may, at their sole discretion, determine that the tenant has cancelled their booking. If the Owner makes such a determination, by reason of late or non-payment, the cancellation charges/refund procedures set out below (Cancellation by the tenant) shall apply. A security deposit in respect of breakages is payable to the Owner upon booking or in cash on arrival as directed by the Owner and refunded as appropriate after the stay.

Directions to the Property together with other relevant instructions and information will be sent by email fax or post on receipt of full payment.

### **MINIMUM PERIOD OF HIRE, ARRIVAL AND DEPARTURE TIMES**

Except with the written consent of the Owner to the contrary, the minimum period of hire of the Property is one week, which starts and ends on a Saturday. Rental starts at 6 p.m. on the day of arrival and ends at 10 a.m. on the day of departure. The tenant is kindly asked to arrive after 6 p.m. on the day of arrival, and to leave before 10 a.m. on the day of departure in order to allow the Property to be prepared for the next guests. Different arrival and departure times can be considered on a case by case basis.

### **ACCOMMODATION**

The Property is let fully furnished and fully equipped, including crockery, cutlery, cooking equipment, bed and bath linen. Fuel / electricity for lighting, cooking, refrigeration and hot water is included in the total cost of tenancy. Bath and bed linen is laundered and the property cleaned each Saturday for stays of more than one week unless otherwise agreed between the Owner and the tenant.

### **TIDINESS AND CLEANLINESS**

The property will be provided clean and in good order and should be left in a similar condition upon departure with the exception of the cleaning of bed linen and towels which will be the responsibility of the Owner. In circumstances where the property is left in a poor level of cleanliness by the tenant there will be a compulsory cleaning fee of 30 Euros levied at the sole discretion of the Owner so the property can be properly prepared for the next tenants.

No liability can be accepted by the Owner in the event that cleaning prior to the tenant's stay has not excluded traces of foods, liquids or other substances that may give rise to allergic reactions or other medical conditions in the tenant.

## **ANTISOCIAL BEHAVIOUR**

The tenant will not cause any annoyance or become a nuisance to occupants of adjoining or nearby premises. In the event that reports of such behaviour are received by the Owner, the Owner may terminate the tenant and his / her party's occupancy of the property with immediate effect. The Owner accepts no liability for lost tenancy and will make no refund to the tenant in this event.

## **LOST ITEMS**

Any articles left by the tenant can be forwarded by the Owner. Any unclaimed articles will be disposed of after 28 days. The cost of sending such items will be met by the tenant in the form of a deduction from the security deposit or otherwise by other means.

## **ACCURACY OF PUBLISHED / SUPPLIED INFORMATION**

All details of the property published on internet pages and elsewhere are provided by the Owner / in good faith and every effort will be made to ensure the items listed in descriptions of the property are available and in full working order. No liability in respect of the accuracy of published descriptions of the property will be accepted by the Owner especially in the event of breakdown of machines or equipment in the property or changes to decorations or furnishings.

## **BREAKAGES AND DAMAGE**

The property is a private residence and the tenant is asked to respect the trust afforded to them and to look after the property as if it were their own home. Any damage, breakage or anything giving cause for concern noticed on taking occupancy of the property, must be noted to the Owner, otherwise it will be assumed that any damage or breakage is the responsibility of the tenant.

Any damage or breakages made by the tenant during the course of his tenancy must be reported to the Owner immediately so that the Owner may effect repairs or replacement. The cost of any such damage or breakages and / or additional cleaning charges will be deducted from the security deposit. The Owner will have sole discretion as to the value of charges made.

In the event of damage or breakages made by the tenant in excess of the value of the security deposit, the tenant commits to pay for appropriate repairs / replacements to be effected such as to return the property to the condition under which it was received by the tenant at the start of his tenancy. The tenant recognises that if he / she fails to pay for such repairs / replacements then legal action may be taken by the Owner.

The Owner will provide the tenant invoices for repairs / replacements where they are available.

## **BREAKDOWN OF EQUIPMENT**

In the event of breakdown of mechanical equipment such as pumps, boilers etc. the Owner will make all reasonable endeavours to correct the fault as soon as possible; however, mechanical equipment can and does break down occasionally and the Owner / cannot accept liability in respect of any such breakdowns. Neither can the Owner be held responsible for the failure of utilities such as the gas, water and electricity services.

## **COMPLAINTS**

As with any property, problems may occur during the course of the tenant's stay at the property. The tenant is asked to report problems as soon as they occur so that appropriate action can be taken as soon as possible. Whilst a proper effort will be made to address such problems, the tenant must appreciate that repairs cannot always be effected immediately - especially if they are dependent on local conditions such as availability of parts, labour or public / private holidays. The Owner must therefore be given the ample time to address any problems or grievances that the tenant may have. If the tenant feels that a problem has not been resolved to their satisfaction, then a complaint can be lodged in writing to the Owner within 14 days of the end of the period of tenancy. Failure to follow this procedure will make it impossible for the Owner to consider and respond to any concerns and no liability will be accepted.

## **PETS**

No pets of any sort are allowed at the property without our prior written permission.

## **ALTERATIONS TO BOOKINGS**

The Owner will try to accommodate any changes to the booking desired by the tenant, for example changing dates of tenancy. Changes to bookings can be considered only when written notification is received from the tenant. Any changes to the original booking are accepted at the sole discretion of the Owner. In the event that they are not accepted, any changes to the booking will be deemed as a cancellation by the tenant and subject to the terms below.

If the event that the tenant wishes to transfer the booking to another person, reasonable notice must be given in writing to the Owner with details of the transferee and his party. Such transfers are accepted at the sole discretion of the Owner and the transferee by proceeding with the tenancy is deemed to have read and accepted these terms and conditions. Both transferor and transferee shall be jointly and severally liable to the Owner for payment of the total cost of tenancy, the security deposit and any damages or breakages that may occur.

## **CANCELLATION BY THE TENANT**

Except in the case of alterations to bookings that are accepted by the Owner (see above) cancellation by the tenant takes effect only when we receive written notification from the tenant that he / she wishes to cancel. Reasons for cancellation should also be provided. A cancellation notice should be sent to the Owner / by recorded delivery or by email, but in the case of email will only be valid once the Owner has confirmed to the tenant by return that the notice has been received. Cancellation applies from the date of receipt of the cancellation notice.

Monies paid to date at the time of cancellation by the tenant are refundable at the sole discretion of the Owner. Usually, but not exclusively, refunds less any bank transfer charges will be given if the Owner can find a replacement tenant for the period of tenancy. If the Owner finds a tenant for a portion of the period of tenancy usually the refund will be pro-rated accordingly. If the tenant cancels the booking at any time and the Owner does not find another tenant for the same or any part of the same period, he / she will not be entitled to a refund of any monies paid to the Owner to date.

## **CANCELLATION OR ALTERATION BY THE OWNER**

It is unlikely that the Owner will have to make any changes to confirmed arrangements once a booking has been confirmed. However, if any changes to the booking should prove necessary, the tenant will be advised at the earliest possible date. For certain changes, the tenant the Owner will give the tenant the choice of accepting the changed arrangements as notified, or of cancelling the booking and having payments reimbursed in full. In no cases will the Owner accept liability for any cost, loss or damage other than the cost of tenancy, security deposit and tourist tax.

## **INSURANCE**

Personal travel / holiday insurance must be taken by the tenant and his / her party giving appropriate cover for the nature and period of tenancy, including cancellation protection.

## **LIABILITY**

The property has been prepared for use by tenants with a great deal of care and attention for the tenant's enjoyment and safety and the Owner / agrees to exercise reasonable care to ensure that the booking and stay at the property is in accordance with these Terms and Conditions. The use of the property and all of its facilities, inside and outside the building and including common areas is entirely at the risk of the tenant and each member of his / her party. The Owner / hereby excludes, in the case of the tenant and each member of the tenant's party, all and any liability or responsibility in respect of injury, death or illness before, during or after the period of tenancy. The Owner further excludes any liability or responsibility for loss or damage to the tenant's personal belongings in any part of the property or its grounds, including those stored in a car or other vehicle before, during or after the period of tenancy.

By proceeding with the booking and thereby accepting these Terms and Conditions the tenant confirms that the Owner / is not liable for any accidents, mishaps or misadventures that occur by reason of the tenant, the tenant's friends, acquaintances, guests or family members using the property or any of its features and facilities.

If, in breach of the condition above about travel / holiday insurance, the tenant and each member of his / her party are not covered by adequate travel / holiday insurance for the period of tenancy at the Property, the Owner / shall not be held liable for any incident which causes the tenant or any member of his / her party loss or damage, if the tenant or a member of his / her party would have had a claim in respect of such incident had they been covered by an appropriate travel / holiday insurance policy.

## **FORCE MAJEURE**

The Owner / accepts no liability whatsoever in respect of any alteration, delay or cancellation or any other loss or damage of any kind caused by wars, revolutions, terrorist activities, riots, civil commotions, strikes, industrial disputes, natural disasters, fire, floods, storms, failure of public utilities, mechanical breakdown, actions of any government or public authority, changes imposed by rescheduling or cancellation of ferries, railways or airlines which are beyond their control or any other circumstances or even amounting to 'force majeure'.

## **WHOLE AGREEMENT**

These Terms and Conditions and booking form comprise the whole agreement between the tenant and each member of his / her party and the Owner. No variation of these Terms and Conditions shall be effective unless in writing by the tenant and the Owner.

## **INVALIDITY**

If any part of this agreement shall be held to be invalid or unenforceable by reason of any law or regulation, including changes in the common law or statute, such provision shall be void and of no effect without affecting any other part of the remainder of this agreement, which shall remain in full force and effect.

## **GOVERNING LAW AND JURISDICTION**

This agreement is governed by Slovenian law and the Slovenian courts shall have exclusive jurisdiction to deal with any dispute between the parties. Should a dispute arise, the parties shall use best endeavours to seek to resolve any differences amicably and by a process of negotiation. If the dispute cannot be resolved by negotiation, the parties may, by agreement, refer the matter to mediation.