

Chalet Terms & Conditions

ANY BOOKING MADE THROUGH BAITALKHAIRAN IS A DECLARATION BY YOU THAT YOU FULLY ACCEPT THE BELOW TERMS AND CONDITIONS.

IF YOU DO NOT ACCEPT THESE TERMS YOU MUST NOT PROCEED WITH ANY BOOKING WITH BAITALKHAIRAN.

1. The terms and conditions set out in this section together with the confirmation invoice and Booking Form comprise the contract between Baitalkhairan Beach House Chalet and the person who signs the Booking form.
2. The contract is governed by Kuwait law and any dispute resulting in proceedings will be dealt with in the Kuwait jurisdiction.
3. Cancellations can only be accepted in writing, by e-mail and take effect from the day of receipt. The cancellation charges are detailed below.

Period within Scheduled departure date	Amount of cancellation charge expressed as a % of rental price
Less than 1 week	100%
More than 1 week	25%

4. Changes or cancellations by Baitalkhairan: It is unlikely that changes (or cancellation) will have to be made to your holiday, but because arrangements are planned many months in advance, we reserve the right to make changes to the holiday details both before and after you have booked your holiday. We will notify you of such changes as soon as possible. Where a significant change to an essential item of the contract becomes necessary, we will inform you as soon as is reasonably possible if there is time before your departure. A significant change is one that we make to your holiday arrangements that can include a

change of accommodation as advertised and described (except in the case of curtailment as dealt with in the section on force majeure). You will be informed in writing of the reasons for the change and what alternative offer, if any, can be made. We will also contact you by telephone to discuss the circumstances.

You will have the choice of either:

1. accept the changed arrangements as notified to you, or,
 2. purchasing another holiday from us and paying or receiving a refund in respect of any price difference, or,
 3. cancelling your holiday and receiving a full refund of all monies paid.
5. Rented accommodation must be treated as if it is your own. Sub-letting is prohibited. When leaving the property it is your responsibility to secure the doors to the actual property and any additional external doors if part of a complex.
6. Behaviour. We reserve the right in our absolute discretion to terminate without notice and liability the holiday arrangements of any person whose behaviour is such that it is likely, in a reasonable opinion of Baitalkhairan employee or officer, or accommodation owner, or neighbour to cause distress, danger, damage or annoyance to other customers, employees, property or to any third party. In all cases NO cancellation charges apply and we shall be under no obligation whatsoever for any cost incurred.
7. If you have a complaint or problem with your accommodation, it is expected that you raise any alleged problem to the Operations representative of Baitalkhairan. If you fail to raise the issue in the Chalet with the relevant person it will inevitably hinder our ability to investigate the matter, and if need be, rectify the problem.
8. If you lose or depart Chalet with your keys a charge of KD.5 per key is levied and will be deducted from your damage deposit. We will contact you by e-mail or telephone to collect the balance due. The loss must be reported to Baitalkhairan as soon as possible.

- 9.** No Pets are accepted in any of our properties without prior permission. Should a client turn up with a Pet without prior permission, we reserve the right to cancel the booking with immediate effect.
- 10.** The Chalet is sold for up to a maximum number of people that is listed in the details of the Chalet. Exceeding the maximum number is not permitted and any additional guests will be required to leave with immediate effect or failure to do so will result in a cancellation of the booking. Overloading any property is strictly prohibited and monitored.
- 11.** We will contact you prior to your arrival to confirm the details of your holiday, such as final numbers, bed linen requirements, and estimated time off arrival in the Chalet.
- 12.** Smoking is not permitted in the rented Chalet accommodation. Any smoke damage will be deducted from the damage deposit. The stench of cigarette smoke is hard to shift so any time and money spent doing this will be deducted from your deposit.
- 13.** Damage or disappearance of bed linen, bath towels, bath mats and tea towels supplied will be charged to the client. This will be deducted from the damage deposit supplied.
- 14.** Your holiday has been sold to you in good faith using the pictures and descriptions supplied on the internet. These are sold accurately and honestly but we cannot be held responsible for any difference of opinion you may have on arrival. We use our best endeavours to give an honest appraisal of the accommodation.
- 15.** All clients are kindly requested to leave the chalet in a reasonable state of cleanliness. In the event of the Chalet being found in a poor state, the incurred expenses for cleaning and reconditioning will be charged either by reduction from any deposit held or invoiced directly to the departing tenant. We ask you to empty bins on departure, put the dishwasher on and leave the property in a reasonable state of cleanliness as detailed above.
- 16.** Damaged or broken furniture will be replaced by items of equal value. The price of the replacement must be paid by the tenant. If any damage is caused by negligence of the tenant, the reconditioning costs will be charged to the tenant.
- 17.** The rental takes effect from 4.00pm on the day of the arrival and ends at 6.00pm on the day of departure. Properties must be vacated by 6.00pm on the agreed day of departure.

Prior arrangement for returning the keys must be made with the Baitalkhairan Chalet representative.

18. Any interruption to the general services to the building (heating, hot and cold water, or electricity) or the public services of water, electricity, and telephone (if applicable) or access does not justify a reduction in rent. Unless any interruption is due to the negligence of the proprietor, Baitalkhairan Chalet cannot be held responsible in case of deprivation or reduction in use. Any interruption of internet & television service due to the weather conditions or Kuwait Telecom or satellite connections is out of our control. An interruption of service may happen and cannot be grounds for compensation. **19.** Baitalkhairan Chalet do not accept any responsibility in the event of theft or for burglary in the rented accommodation. Any theft from the accommodation must be reported immediately to both Baitalkhairan Chalet and the local police.

20. Baitalkhairan Chalet cannot be held liable or accept responsibility for death, bodily injury or illness caused to any of the clients. Our liability in an action (excluding that for personal injury or death) is limited to the value of the invoiced holiday cost. Any assistance given at such time is an act of goodwill to the injured party or client on the part of Baitalkhairan but is not a contractual obligation. Please note, it is the responsibility of every individual to obtain their own travel insurance when staying in Baitalkhairan Chalet accommodation. We cannot be responsible for any injury sustained while staying in our accommodation.

21. A damage deposit of KD.50.00 per rental is required. This deposit will be returned immediately of the conclusion of your holiday, unless there are any deductions the damage caused by any of your party. Baitalkhairan Chalet will notify you of the reasons for any deduction and provide evidence of the reasons for such deduction. If the damage caused is in excess of the total deposit paid, Baitalkhairan Chalet reserve the right to obtain financial compensation either by agreement or by legal proceedings.

22. Force Majeure. Compensation payments do not apply to changes, cancellations or curtailment caused by reason of war of threat of war, riots, and civil strife, terrorist activity, industrial disputes, natural and nuclear disaster, fire, World Health Organisation or Foreign Office advice, adverse weather conditions, closure or congestion at airports or ports or roads, cancellation or changes by scheduled airlines and all similar events beyond our control. Further, we cannot accept responsibility where the performance or prompt performance of our contract with you is prevented or affected as a result of such circumstances beyond our control.

23. Amendments. If you would like to amend your booking you must confirm your changes in writing. We will do our very best to make the changes and if they are possible. This includes a date change (if the property is available) or name changes.