

## **Bramble Group Supplementary Terms COVID-19 Client**

**25/02/2022**

Due to the continuing threat of COVID-19 Crisis, the Bramble Ski Group (Bramble Ski, Haute Montagne and Lagom) have decided to add the following supplementary terms to their normal Booking Conditions (Supplementary Terms) for Clients.

These Supplementary Terms will only apply to specific Properties where the individual Owners of those Properties have agreed to these Supplementary terms.

Where applicable, these Supplementary Terms as set out below will remain in place for any booking where the booking commences after the point at which the Owner has agreed to the Supplementary Terms through to bookings commencing before the 30th April 2023.

For Clients booking through a 3rd Party Sales Agent these Supplementary Terms only apply if their Sales Agent has also agreed to the Agent Supplementary Terms. Their Sales Agent can inform them if they have done so.

These Supplementary Terms as set out in this document are supplementary to the existing Bramble Group Client Booking Conditions and where contradictory these Supplementary Terms will prevail for the set period. They apply to the specific Property where they have been agreed by the Owner of the Property.

### **Definitions**

**Property** - An apartment or Chalet within the Bramble Ski Groups portfolio of rental properties.

**Bramble Group** - This includes the group of companies Dentdelion Sarl, Haute Montagne Sarl, Bramble GmbH, Bramble Ski EURL who rent out Properties using the brands Bramble Ski, Haute Montagne and Lagom.

**Sales Agent** - This refers to any 3rd party company contracted to work on a commission basis to market and rent out the Bramble Group Properties to their Clients.

**Client** - This refers to the Client who contracts with the Bramble Group or through an Agent to rent a Property within the Bramble Group portfolio.

**Owner** - This refers to an Owner of a Property within the Bramble Group portfolio.

**COVID-19** - This refers to the infectious disease commonly referred to as COVID-19 caused by a strain of the Coronavirus which has been labelled as a Global Pandemic by the World Health Organisation (WHO).

**Government** - This refers to the Government in the country in which the Property is located or the Government of the country in which the Client resides.

### **COVID19 CLOSURES**

The Supplementary Terms as set out in this document apply to any of the following COVID-19 CLOSURE(S) arising directly as a consequence of Government intervention related directly to COVID19:

- **1. Resort COVID-19 CLOSURE** - The ski resort (all lift infrastructure) that the Property is located in is closed for all or part of the duration of the Client booking due to Government Intervention due to a COVID-19 related issue. The requirement to produce a negative Covid-19 PCR test, or equivalent negative test or provide proof of applicable vaccination in order to enter the Resort/Access the Ski lifts or other Resort Infrastructure (including bars, restaurants, public transport) does not permit a client or any of the group to cancel their booking according to the Covid-19 closure terms and the normal Booking Conditions will apply.
- **2. Property COVID-19 CLOSURE** - The Property the Client had booked to stay in is closed for all or part of the duration of the Client booking due to Government Intervention due to a COVID-19 related issue. The requirement to produce a negative Covid-19 PCR test or equivalent negative test or provide proof of applicable vaccination in order to enter/stay at the Property does not permit a client or any of the group to cancel their booking according to the Covid-19 closure terms and the normal Booking Conditions will apply.
- **3. Access COVID-19 CLOSURE** - Where the country the Property is located in (Austria, France or Switzerland) is closed to touristic travel due to Government Intervention due to a COVID-19 related issue. This does not apply to the country the guest is travelling from. The requirement to produce a negative Covid-19 PCR test, or equivalent negative test or provide proof of applicable vaccination in order to travel to the Country where the Property is located in does not permit a client or any of the group to cancel their booking according to the Covid-19 closure terms and the normal Booking Conditions will apply.

Any Government imposed quarantine measures at either country of residence or destination, or Government advice against all but essential travel does not permit a client or any of the group to cancel their booking according to the Covid-19 closure terms and the normal Booking Conditions will apply.

In the event that the Client needs to cancel their booking with us due to any of the above COVID-19 CLOSURE(S) the client must write to us via email and set out the reason for their request to cancel. We will then establish if this reason meets the criteria for a COVID-19 CLOSURE and if this is the case the client will be offered compensation as set out below. If the reason does not meet the criteria for a COVID-19 CLOSURE, the normal Booking Conditions as set out in the Clients Booking Confirmation will apply.

## Insurance

We advise all clients to take out the necessary personal travel insurance to cover them for any Covid-19 related issue they may encounter.

## COVID-19 Client Supplementary Terms

### 1. Payment Terms

- a) The client will pay 25% deposit (for Haute Montagne bookings the deposit is set at 35%) at the time of booking.
- b) The balance is due 8 weeks prior to arrival.
- c) The Bramble group reserve the right to cancel any booking where deposit payment has not been received.
- d) A cancellation request due to the above COVID-19 CLOSURE(S) will not be considered until the day of travel unless otherwise agreed in writing by the Bramble Group and the Property Owner.

Special terms may apply to long term rentals (seasonal, annual or multi week). In this case we will agree individual bookings conditions for that specific reservation in discussions with the Client and the Owner of the Property which will form part of the long-term contract that the Client will sign.

### 2. Cancellations

From the 1st May 2022 onwards if the Client must cancel their booking with us due to COVID-19 CLOSURE the Clients will have the following options:

- a) If the Property is available the following season the Clients can postpone their reservation to the same Property for the following season at the same service level, for the same period or equivalent period at no additional charge.
- b) If the Property is available the following season, receive a credit to the value of their original booking to stay at the same Property at any point over the next 18 months where the credit can be used against that stay (no refund will be provided if the credit is not used in full and it can only be used against the accommodation and services costs) e.g. if the value of the original booking was 10,000 for a March week and the Clients wish to book the Christmas week which is 20,000 the Clients would be required to pay the balance.
- c) If the Property is no longer available, the Clients can then take the option to receive a credit for the value of their booking to stay with us at any other Property in our portfolio over the next 18 months (no refund will be provided if the credit is not used in full and it can only be used against the accommodation and services and excludes any 3rd party services).
- d) The client can also decide to receive a cash refund for their booking if the balance payment has been received. They would receive the full amount paid minus 25%.

#### Partial Impact of booking

If a COVID-19 CLOSURE falls part way through a client booking where they have to leave the Property part way through their booking, then the client can chose either a credit for next season or a cash refund as set out above where a pro-rata calculation based on the number of nights impacted would be applied e.g. if the client had booked a week for 14,000 and they had to leave the property after 3 nights then they would receive either a 8000 (4/7th of 14000) non-property specific credit for next season as per the COVID-19 Client Supplementary Terms Point 2b or receive cash back of 6000 (4/7th of 14000 X 75%) as per the COVID-19 Client Supplementary Terms Point 2d.

### 3. Roll forward / Credit from 201920, 202120 and 202122

For any client bookings impacted in previous years by a COVID-19 CLOSURE where Clients have either transferred their booking to or are using a credit, these bookings will be rolled forward again to 2022/23 season if the property is available otherwise the clients can receive a credit.

For any Clients holding credits from 201920, 202120 and 202122 that they are not able to use in 2022/23 due to all resorts and properties being closed due to a COVID-19 CLOSURE we would allow these credits to be extended for a further 12 months.