



## **TERMS AND CONDITIONS**

### **1. GENERAL**

0962211 BC Limited (the “**Operator**”) are the operators of Bighorn, located in Revelstoke, British Columbia, Canada (the “**Property**”).

The Operators are offering the Property as vacation rental accommodation to you (“**you**”, or the “**Client**”) according to the terms and conditions as set out in the quotation in respect of the Property that you have executed (the “**Quotation**”) and these following terms and conditions (the Quotation and the following terms and conditions collectively, the “**Rental Agreement**”).

### **2. RESTRICTIONS**

You agree to abide by the terms of the Rental Agreement, and to ensure that that all persons accompanying you at the Property abide by the terms of use applicable to the Property as set forth in the Rental Agreement.

### **3. PAYMENT**

- (a) You will pay the Operators the full rental fee set out in the Quotation (the “**Rental Fee**”) for the use of the Property in respect of the fixed period set out in the Quotation (the “**Rental Period**”), as may be amended or adjusted in accordance with the Rental Agreement.
- (b) The Operators will confirm bookings in writing with you (the “**Operators’ Confirmation**”) upon the occurrence of both (i) the Operators’ receipt and approval of the Quotation (which shall be in the Operators’ sole discretion) and (ii) the receipt by the Payee (as defined below) of the Rental Fee deposit described in the Quotation (the “**Deposit**”). You will pay the balance of the Rental Fee (the “**Rental Fee Balance**”) not more than 70 days prior to the first day of the Rental Period. You shall make all payments to 0962211 BC Limited (the “**Payee**”). A binding contract, consisting of the Rental Agreement, between yourself and the Operators shall be formed upon the Operators’ issuance to you of the Operators’ Confirmation.
- (c) Upon request by you, the Operators or their employees, consultants and/or agents (collectively, “**Operators’ Representatives**”) may make purchases on your behalf both before and during the Rental Period. If you request any such purchases, you will first provide the Operators or Operators’ Representatives with credit card details as a guarantee, or provide an agreed prepayment amount, and will repay the Operators and Operators’ Representatives in full for any such purchases prior to the end of the Rental Period. You will be charged a supplemental credit charge of 3% for any purchases made on your behalf by credit card. Payments by the Operators or Operators’ Representatives on your behalf to third parties do not make the Operators or Operators’ Representatives your agent,

or make such third parties the sub-contractor of the Operators or Operators' Representatives. The operators retains the absolute discretion to request a deposit payment in advance of the Rental Period if it deems it appropriate.

#### **4. CHANGE OF RENTAL PERIOD BY YOU**

- (a) If you wish to change the Rental Period to another period, you must provide the Operators with prior written notice describing the details of the proposed change (a **"Rental Period Amendment Request"**). Any change to the Rental Period shall require the Operators' prior written consent, and the Operators shall have no obligation to consider or consent to any requested change to the Rental Period. If the Operators receive a Rental Period Amendment Request less than 70 days prior to the commencement of the existing Rental Period, or a Rental Period Amendment Request proposes an amended Rental Period that is in a season other than the season of the existing Rental Period, you will be deemed to have cancelled your reservation of the Property, and the terms of clause 5 below shall apply.
- (b) You agree to indemnify the Operators for all reasonable expenses that the Operators incur in attempting to accommodate a Rental Period Amendment Request, whether or not the Operators agree to such Rental Period Amendment Request.

#### **5. CANCELLATION OF RENTAL BY YOU**

If you wish to cancel your reservation of the Property, you must provide the Operators with prior written notice confirming such cancellation (the **"Cancellation Notice"**), which notice shall be deemed effective upon receipt by the Operators. In the event that you cancel your rental of the Property, the Operators will refund to you that portion of the Rental Fee described in the table below, and the balance of the Rental Fee shall constitute a cancellation fee (the **"Cancellation Fee"**) payable by you to the Operators immediately upon receipt of the Cancellation Notice by the Operators:

<b>Days Before Start of Rental Period</b>	<b>% of Rental Fee Refunded</b>
More than 70 days	75%
69-36 days	30%
Less than 35 days	0%

#### **6. CHANGE OF RENTAL PERIOD BY THE OPERATORS**

- (a) The Operators may in the case of Force Majeure be required to unilaterally change the Rental Period to another period, or to shorten the Rental Period, at any time (a **"Rental Period Change"**). The Operators shall use reasonable commercial efforts to notify you of any Rental Period Change.
- (b) If the Operators determine (in their sole discretion, acting reasonably) that a Rental Period Change will have a significantly adverse impact on you, you shall have the right to cancel your rental of the Property by providing the Operators with

written notice prior to the commencement of the original Rental Period, and in the event of such cancellation (a) the Operators will provide you with a full refund of the Rental Fee (excluding any insurance premiums already paid by the Operators) and (b) the Operators will pay you additional compensation as follows:

**Days before start of original Rental Period that Operators provide you with notice of Rental Period Change Compensation per booking**

More than 70 days	CAD200
69-28 days	CAD400
Less than 28 days	CAD1000

- (c) If a Rental Period Change results in a shortening of the Rental Period, and you do not elect to cancel your rental of the Property as provided in section 6(b) above, the Operators will provide you with a partial refund of the Rental Fee equal to the number of days by which the Rental Period has been shorted divided by the total amount of the Rental Fee.

**7. CANCELLATION OF RENTAL BY OPERATORS**

- (a) In the event that you breach any of your obligations under this Agreement, the Operators may unilaterally cancel your rental of the Property for cause by notice to you, and the Rental Fee shall constitute a cancellation fee payable by you to the Operators immediately upon delivery of the notice of termination.

**8. YOUR RESPONSIBILITIES**

- (a) You agree to guarantee payment of any chargeable services that is at any time requested of the Operators or any Operators' Representative by any member of your group.
- (b) You and the Client's Guests (as hereinafter defined) will treat the Property with care and respect, and will follow all policies and guidelines set by the Operators and the Operators' Representatives with respect to occupation and use of the Property. Behaviour deemed unacceptable by the Operators, or any of the Operators' Representatives (acting reasonably) including vandalism or damage to the Property, aggression towards any member of staff, be it verbal or otherwise, use of any illegal substances in the Property, will result in the immediate termination of your rental of the Property and, notwithstanding any other provision of the Rental Agreement, you shall have no right to a refund of any of the Rental Fee, or compensation for any losses or expenses that you or any member of your group may have incurred as a result of such termination.

- (c) It is your responsibility to:
- (1) ensure that each member of your group carries adequate personal insurance. This insurance should include, amongst others, the loss, damage or theft of personal possession, damage to the Property and medical and adequate repatriation coverage. For your safety and convenience please provide the Operators with policy details before you travel;
  - (2) ensure that documents of all members of your party are in proper order before you travel. You acknowledge that the Operators and their representatives accept no liability for any loss or inconvenience caused as a result of your failure to take reasonable care in this respect;
  - (3) make your group's travel arrangements to an airport from where the Operators can reasonably arrange a resort transfer for you. Please inform the Operators of your own flight arrangements at least four weeks prior to departure, requesting any transfers; and
  - (4) provide the Operators with written details of any specific requirements in particular dietary requirements no later than 4 weeks prior to the Rental Period by full completion of allergies suffered by any member of your group.
  - (5) Complete in full and accurately the manifest (the "Manifest"), provided by the Operators no later than 4 weeks prior to the Rental Period. The Operator may not be able to provide for your specific requests unless notified in the Manifest.
- (d) You acknowledge that the Operators and the Operators' Representatives have no responsibility for you or any member of your group missing flights for any reason or mislaying or destroying travel documents, and no credit or refund will be given if you fail to take up any component of your permitted use of the Property as a result.
- (e) You acknowledge that the Operators and the Operators' Representatives are not responsible for any flight or travel delays experienced by you or any member of your group. The Operators will, where reasonably possible, endeavour to provide any previously booked resort transfers.

## **9. OPERATORS' RESPONSIBILITIES**

- (a) The information contained in the Operators' promotional material concerning the Property, including the information contained at the website "[www.bighornrevelstoke.com](http://www.bighornrevelstoke.com)", is believed by the Operators to be accurate at the time of publication, and all images, floor plans and services descriptions are intended to give a general impression only. The Operators reserve the right to make any changes to their promotional material that they deem necessary to more accurately reflect the Property.
- (b) During the period in which you are residing at the Property during the Rental Period, in the event of death, illness or personal injury to you or any member of

your group during an activity that does not form part of your holiday arrangements booked with the Operators, the Operators will, in their sole discretion, offer assistance in helping resolve any claims made against third parties in relation to such death, illness or personal injury, provided that the Operators must be informed in writing within 90 days of your misadventure, and the Operators' assistance will be limited to an aggregate amount of CAD5,000. Should you or any member of your group receive any payment from any third party in respect of your misadventure, you agree to apply such payment to indemnify the Operators for all costs that the Operators and Operators' Representatives incurred in rendering assistance to you under this clause 9(b).

#### **10. LIABILITY AND INDEMNITY**

- (a) You will indemnify and hold the Operators and the Operators' Representatives (collectively, the **"Operators' Indemnitees"**) harmless against any and all claims, causes of action, demands and/or costs and expenses made by third persons against any or all of the Operators' Indemnitees for:

- (i) personal injury, including death, or
- (ii) property damage, including, in the case of third persons, their economic loss arising therefrom,

if, and in the case of contributing causes, to the extent, caused by, or arising from, any wilful misconduct, or negligent act or omission of you or any member of your group in the course of, or in connection with, the use of the Property by you or any member of your group, or any services provided to you or any member of your group by the Operators or any Operators' Representative. You will ensure that you and the members of your group carry insurance policies that cover accidental damage to the Property and its contents during the Rental Period.

- (b) The Operators will not be liable for any consequential damages, loss or expenses arising out of or in connection with the use of the Property or an inability to use the Property for any purpose whatsoever, or any services provided by the Operators or any Operators' Representative. The Operators' maximum aggregate liability for all damages, losses and causes of action, whether in contract, tort or otherwise, shall not in any case exceed the aggregate Rental Fee plus any additional compensation expressly described in the Rental Agreement.
- (c) Operators will not be liable for any loss or personal injury to you or any member of your party for activities undertaken with third-party providers, whether or not the Operators or any of the Operators' Representatives assisted or recommended such providers. The terms and conditions governing the activities of such providers will always apply.

#### **11. ANY PROBLEMS**

If you are ever unhappy with any aspect of your holiday, you must address your complaint immediately to the Operators or the Operators Representative who is resident at the Property. In the unlikely event that your problem cannot be resolved locally, you must

inform the Operators in writing of your complaint within 28 days of the end of the Rental Period.

**12. SKIING**

- (a) It is the responsibility of you and your group to judge the suitability of each area in which you ski. If you or any member of your group ski in a location on the recommendation of or are accompanied by any Operators' Representatives, neither the Operators nor any of the Operators' Representatives will be liable for any injuries howsoever caused.
- (b) Unless specified by you pre-arrival, lift passes bought on behalf of you and your group will include ski hill insurance (where available) to ensure rapid response in the event of an accident whilst skiing.

**13. FACILITIES**

- (a) Check in time for the Property is 16.00h and check out is 11.00h PST. Earlier access may be allowed if the Property is not occupied the previous week.
- (b) Use of the Property facilities by you, the Client's Guests and members of your party are at your own risk and the Operators accept no responsibility for any accidents/injuries whilst using these facilities.
- (c) You assume all responsibility for ensuring, and shall ensure, that children are properly supervised whilst using all facilities at the Property, including, but not limited to, swimming pools, jacuzzis, saunas and gyms. Please note that the spa and outside pool facilities are unsupervised by our staff and will be closed between the hours of 22.00 and 7.00. Equally the Operator reserves the right to close the spa area to conduct cleaning and safety and chemical checks. Should you wish to use the facilities you do so at your own risk and the Operators reserve the right to refuse access at any time at their discretion
- (d) Please note that the Property operates a non-smoking policy.

**13. SERVICE AND ITEMS INCLUDED IN YOUR STAY**

- (a) You will have exclusive use of the Property and staff during your Rental Period. Staff will arrive at the Property to prepare breakfast and will leave the property following completion of evening service. There may be periods during the day when staff are completely absent from the Property.
- (b) The chef will not present in the Property for one period of 24 hour during the Rental Period. A continental breakfast and limited hot option will be provided during his absence and there will be no dinner service on this day. For the avoidance of doubt the Client and his party are expected to eat in a restaurant during the Chef's absence.
- (c) Subject to clause 13(b), breakfast is served from 7am to 10am, afternoon tea from 16.00 to 17.00 and dinner from 19.00 to 22.00. The Operators cannot provide

catering outside of these times. For the avoidance of doubt Lunch and Room Service are not provided by the Operators

- (d) Subject to the terms of the Operator's alcohol license, a selection of wines, spirits and soft drinks are available on a complimentary basis in certain parts of the Property. The Operators reserve the right to refuse the service of alcohol to the Client, his party or the Client's Guests at its absolute discretion. It is the Client's responsibility to ensure that children or anyone underage does not consume alcohol at the Property.
- (e) A transport service will be available to the Client during the Rental Period between the hours of 9am and 18.00 daily and only within the Revelstoke City boundaries. This service should not be construed as a taxi and the Operator reserves the right to revoke provision of this service at any time at its absolute discretion. Outside of these times, taxis can be arranged at the Client's expense.
- (f) Bedroom linen is changed once per week.

#### **14. "CLIENT'S GUESTS"**

- (a). The Operator reserves the right to refuse access to any individual the Client wishes to invite into the Property, who is not clearly named on the Manifest as being included within the Client's party (the "Client's Guest").
- (b). The Client acknowledges that he is responsible for the actions of any Client Guest and agrees to indemnify and hold harmless the Operator for any actions performed by, or injuries caused to the Client's Guest whilst in the Property.
- (c) Subject to the terms of the booking the Operators reserve the right to charge a fee for any hospitality services provided to any of the Client's Guests, including but not limited to the provision of accommodation and catering.

#### **15. FORCE MAJEURE**

The Operators will not be in breach or default as to any obligation under the Rental Agreement if the Operators are unable to perform such obligation due to an event or circumstance of Force Majeure. The Operators will notify you in writing as soon as practical of any such anticipated breach in its obligations due to an event or circumstance of Force Majeure, and the nature and details thereof. "**Force Majeure**" means any event or circumstance not within the control of the Operators and, to the extent not within Operators control, includes: (i) acts of God, including wind, ice and other storms, lightning, floods, earthquakes, volcanic eruptions, landslides and avalanches; (ii) epidemics, war (whether or not declared), blockades, acts of public enemies, acts of sabotage, civil insurrection, riots and civil disobedience; (iii) explosions and fires; and (iv) compliance with all orders of all governmental authorities, courts or tribunals or public authorities

**16. GENERAL**

- (a) All notices or correspondence to Operators must be in writing and sent to the address listed below, unless the Operators notify you of a different address:

0962211 BC Limited  
c/o Simon Tinley  
St Fillans  
Hansford Lane  
St Helier Jersey

Channel Islands

***sales@bighornrevelstoke.com***

00 44 203 432 0726

- (b) Headings within the Rental Agreement are for convenience of reference only and shall not affect the meaning hereof, and words in the singular include the plural and vice versa.
- (c) For greater certainty, the Operators may set-off any fees or other amounts owing to them by you that arise under the Rental Agreement against any Deposit or Rental Fee held by the Operators on your behalf.
- (d) The Rental Agreement will be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein without regard for principles of conflicts of laws. The parties hereby submit to the non-exclusive jurisdiction of the courts of British Columbia in respect of any legal action commenced in respect of the Rental Agreement.
- (e) The terms and provisions contained in the Rental Agreement constitute the entire agreement among the parties with respect to the transactions contemplated herein, and supersede any previous oral or written communications among the parties, or any of them, with respect to the subject matter of this agreement.



