

## **BOOKING CONDITIONS – PLEASE READ CAREFULLY**

### **1. CONTRACT**

Your contract is with Snowtravel.

### **2. BOOKING**

When you make your booking you must complete a booking form, accepting on behalf of all your party the terms of these booking conditions.

### **3. DEPOSIT**

A deposit of £150 per person is required if you book more than 10 weeks prior to departure. A booking exists once a confirmation invoice is dispatched, detailing what you have booked. Please check it carefully, as items not on your confirmation will not be supplied. Once confirmation is dispatched your contract is made with Snowtravel and the deposit is non-refundable.

### **4. FINAL PAYMENT**

Is due 10 weeks prior to departure date. If the balance is not paid in time we reserve the right to cancel your holiday, retain your deposit, and recoup any additional charges from the client.

### **5. AMENDMENTS**

to a booking involve an administration charge of £25 per person if more than 10 weeks prior to departure. Within 10 weeks of departure the amendment fee will be £30 per person plus any additional costs incurred from other suppliers. The party leader must make any amendment in writing.

### **6. CANCELLATION**

must be advised in writing by the person who signed the booking form. The following cancellation charges will apply: up to 2 weeks prior to departure 100% of holiday price; up to 4 weeks 75%; up to 6 weeks 50%; up to 10 weeks loss of deposit only.

### **7. COMPLAINTS**

must be made immediately to our resort representative. If the problem cannot be rectified, you must submit your complaint in writing to our Chatel office within 28 days of your return. If claims are received after 28 days they are likely to affect the consumer's rights under the conditions. It is unlikely that you will have a complaint that cannot be settled amicably between us.

### **8. ALTERATIONS**

It is unlikely that we will have to make any changes to your holiday, but we do plan the arrangements many months in advance. Occasionally changes may be made, which we reserve the right to do so at any times. Most of these changes are minor, and we will advise you at the earliest possible date. If a major change becomes necessary, we will inform you as soon as reasonably possible if there is time before departure. When a major change occurs (such as changes of resort or reduction in the standard of accommodation) provided it does not arise from circumstances amounting to force majeure (see below), you will have the choice of either accepting the change of arrangements, taking another holiday from us, or cancelling your holiday and receiving a full refund. In all cases we will pay compensation as detailed below. More than 56 days before departure £nil; 56-14 days £5pp; 13-0 days £10pp. We shall be under no further liability to you, nor shall we be liable for any costs or expenses outside the holiday cost. Important Note: Compensation will not be payable if we are forced to cancel or in any way change your holiday due to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other circumstances amounting to force majeure.

### **9. CANCELLATION BY US**

We reserve the right in any circumstances to cancel your holiday and all holidays operate subject to a minimum number of participants. However, in no case will we cancel your holiday less than 10 weeks before the scheduled departure date except for reasons of force majeure or failure on your part to pay the final balance. In circumstances where we are unable to provide the holiday booked, we will return to you all monies paid, or offer an alternative holiday of comparable standard and if a cancellation occurs within 10 weeks of departure, compensation on a similar scale to that shown in Paragraph 8.

10. We accept responsibility for ensuring the holiday which you book with us is supplied as described in this brochure and the services offered reach a reasonable standard. If any part is not provided as promised, we will pay you appropriate compensation if this has affected the enjoyment of your holiday. We accept responsibility for the acts and/or omissions of our employees, agents

and suppliers except where they lead to death, injury or illness. Our liability in all cases shall be limited to a maximum of twice the holiday price (excluding changes) of the person(s) affected in total.

11. We accept responsibility for death, injury, or illness caused by the negligent acts and/or omissions of our employees or agents together with our suppliers and sub-contractors, servants and/or agents of the same whilst acting within the scope of, or in the course of their employment in the provision of the holiday, except where the failure to perform was due to (i) your own acts and/or omissions or (ii) those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or (iii) an event which either ourselves or the supplier of the service(s) in question could not have been foreseen even with all due care.

12. If any client suffers death, illness or injury whilst overseas arising out of an activity which does not form part of the foreign inclusive holiday arrangement or excursion arranged through us, we shall, at our discretion offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided we are advised of the incident within 90 days of the occurrence. Where legal action is contemplated our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to ourselves. Our costs in respect of the above on behalf of you and your party shall not exceed £5000 in total.

### 13. INVENTORY DEPOSIT

You are fully responsible for loss or damage caused to property. For self-catering holidays a damage deposit of at least £300 will be payable upon arrival. Your liability is not limited to this amount, Snowtravel shall be entitled to recover full costs from you before homebound transfer. It is your responsibility to check inventories upon arrival and advise our representative immediately should there be an apparent shortage.

14. We will make every effort to ensure that your accommodation is available from 4.00pm on the day of your arrival. Your accommodation must be vacated by 10.00am on the day of departure, regardless of the time of your return transfer.

15. Snowtravel or our authorised representatives shall have the right to terminate without compensation your holiday if it is deemed that your behaviour is unacceptable, unreasonable, likely to cause major offence to other clients or damage the reputation of Snowtravel.

### 16. VISAS, PASSPORTS & BAGGAGE.

Correct passports/visas are your responsibility. You are responsible at all times for your own personal documents, baggage and ski equipment, whether hired or not.

17. No refunds are given for unused portions of the holiday e.g. empty accommodation; unused ski packs; uneaten meals. Where Snowtravel supplies additional equipment or services in respect for your use no refunds will be made in the event of equipment or service not being available due to breakdown, illness, injury or other circumstances beyond our control.

18. It is your responsibility to ensure that you do not ski in areas beyond your capability either with or without a guide. Also note that your insurance policy may not cover emergency rescue service in areas away from marked and open pistes.

19. All descriptions on this website, or made orally or in writing, are given in good faith based on information believed to be correct at the time.

20. This contract is made on the terms of these booking conditions which are governed by English law and both parties shall submit to the jurisdiction of English courts at all times.