

# Ski Bonjour

## Introduction

Ski Bonjour, Ski Tignes les Brev, SkiTlb and Ski Tignes les Brevieres are the trading names of Ski Bonjour Limited a registered company No. 6292400 in England & Wales, whose registered office address is 46 Rectory Road, Newcastle upon Tyne, NE3 1XP, England. The following **Terms and Conditions** together with the **Booking Form/ Booking Details** make up the **Agreement** between Ski Bonjour Ltd (“Us”) and you. **Please read this information carefully** as it is legally binding.

## 1. Making a Booking

You must be 21 years or older to make a booking. When you enter into the booking process and pay a deposit, you are accepting these Terms and Conditions and also any specific terms and conditions notified to you.

We will only send correspondence about the booking to the person who booked, or in the case of groups, the Group Leader unless we agree otherwise.

If we complete the booking details on your behalf, or the booking is completed online via our database or website, we will send you a copy of the details of the booking. It is your responsibility to check the details are correct and to notify us of any errors or alterations needed to the booking as soon as you are aware and in any case within 10 days of receipt.

You must supply all names of the party to us. If you are booking early and/or the names of your party are as yet unconfirmed you must supply them at least 2 weeks prior to the date that you travel.

We may refuse to accept a booking if we deem it to be inappropriate.

We do not accept bookings for stag or hen parties under any circumstances and you must tell us if this is the purpose of the holiday. Please also see clause 19(v).

## 2. What is Included in Our Price

The price quoted for your holiday includes:

- Accommodation at the chalet named on your invoice/booking form;
- Food on a catered chalet board basis as described in your booking form and on our website;
- Complimentary wine is included with your dinner up to the end of dessert
- Local resort tourist tax (taxe de séjour);
- VAT at the current rate
- Bath towels and bed linen

## 3. Deposits

We require a deposit of £100 per person in order to secure a booking. Your booking is not secured until we have received the deposit and we cannot be held liable for lost reservations due to unpaid deposits. Payment of a deposit indicates acceptance of these Terms and Conditions.

In cases of cancellation prior to the issue of a Booking Confirmation or payment of deposit we accept no liability for any costs incurred by you, including travel arrangements made prior to this.

#### 4. Confirmation

Once we acknowledge a booking and/or issue a Booking Confirmation a contract will exist between you, members of your party and us.

#### 5. Balance and Payment

The person making the booking (referred to as 'You' or the 'Group Leader') remains liable for payment of the total amount due. The total amount due is payable 12 weeks prior to your arrival date as stated in your booking documentation. If you are booking within 12 weeks of your arrival date at your accommodation then the full balance is payable at the time of booking.

If you fail to make any payment due to us under this contract by the due date for payment, then You shall pay interest on the overdue amount at the rate of 4% above base rate per annum. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

#### 6. Credit or Debit Card Payments

Credit card payments are subject to a 3% surcharge except for initial deposit payments. Card surcharges will be added to your invoice. Debit cards will not incur charges by us however your card provider may levy an extra charge for foreign currency transactions and this would be in addition to our amount due or any surcharge levied by us.

#### 7. Foreign Currency Prices and Payments

Payments for accommodation are quoted and accepted in GBP Sterling. We may, at our discretion, accept payment in other currencies, however any extra costs incurred by us in accepting payment in other currencies will be passed on to you. If we agree to accept payment in Euro currency the amount due will be calculated using the exchange rate that we will notify to you at the time of the transaction, prior to accepting payment in Euros.

Local services such as lift passes arranged by us on your behalf will be payable in local currency by card or cash. We will not charge for card transactions in these cases however your card issuer may levy a foreign transaction charge. We are not liable for any bank or card charges that you incur in these circumstances.

#### 8. Prices and Pricing Policy

Prices advertised by us are subject to change at our discretion. However, once a Booking Confirmation is issued, the cost of your accommodation will not change (unless the rate of VAT in the UK or TVA in France alters). We cannot guarantee the price of any third party services that you may require. Should the charges of third party services change and alter the cost of your booking, we will notify you in writing (subject to, and as soon as practicable after, receiving notification of the same from any third party), however we cannot accept liability for any financial loss you may incur.

Our prices are inclusive of VAT and calculated at the current rate applicable to your booking. Any change in the rate of VAT will be notified to you and your final invoice will be adjusted accordingly.

Our prices include Local Taxes and Tourist Tax applicable to the types of accommodation we offer.

If children take a separate room the adult price will be payable and no child discount will be applicable.

Group discounts and child discounts cannot be used together.

**Special offer prices** are limited in time, number and location and subject to availability and cannot be used in conjunction with any other offer.

See also Children and Groups section at clause 29

## 9(a) Booking Alterations by You

Any alterations requested to be made by you to your booking after the Booking Confirmation has been issued, which are not due to an error by us, and which we are able to make, will attract a £25 administration charge per alteration requested. You may make alterations without charge, within 10 days of issue of the Booking Confirmation.

You will not be charged an alteration fee for adding any additional services or options to your booking, or for providing the names of your party to us, which were not known at the time of your booking (subject to clause 1 above). All other changes will constitute alterations and be subject to an administration charge as set out above.

## 9(b) Booking Alterations by Us

On occasion, we may need to alter your booking; we will only make alterations where absolutely necessary and will notify you of any such changes. No compensation, refund or cancellation will be payable by us for any Minor Alterations made. Minor alterations can be, but are not limited to, room changes, unavailability of services (such as television or WiFi or hot-tubs or saunas) changes in meal times or staff rest days.

If we make Major Alteration to your booking we will notify you and you can choose to accept the change or cancel the booking. If you choose to cancel, a full refund of any payments will be made plus any payment due under Clause 11. Major alterations limited to those alterations that significantly alter the substance of the accommodation or service we were going to provide and can be, but are not limited to, accommodation of an inferior standard or cancellation of your holiday.

## 10. Cancellation by You

The Group Leader of any group booking must send us written notification of cancellation. The cancellation date will be the date we receive the written notification. If the cancellation is received from a member of the party other than you or the Group Leader, in group bookings, we may contact you if possible to confirm the cancellation. If we are unable to contact you for any reason, the cancellation will be accepted. The following cancellation charges apply:

- (i) in cases of cancellation 85 days or more prior to the date of arrival we will refund in total any monies received from you **excluding the deposit**, which is non-refundable;
- (ii) in cases of cancellation by you at least 29 days but not more than 84 days prior to the date of arrival, a cancellation charge of 50% of the total cost of the booking will be charged;
- (iii) in cases of cancellation by you at least 15 days but not more than 28 days prior to the date of arrival, a cancellation charge of 75% of the total cost of the booking applies; and
- (iv) in cases of cancellation less than 15 days prior to the date of arrival, a cancellation charge of 100% of the total cost of the booking applies.

As well as the above charges, room under occupancy charge (see clause 28) or loss of group discounts may apply to any remaining group members if the cancellation/alteration changes the group's qualifications to such discounts or charges.

**NOTE:** We may, at our discretion, decide to transfer the monies or a percentage of monies paid in cases of cancellation more than 85 days prior to the date of arrival to another new booking with us, provided that you are a member of that new booking, or upon production of evidence showing extenuating or extremely special circumstances. Our decision is final and no correspondence will be entered into. Depending on the reason for your cancellation the charges may be claimable under the terms of your holiday insurance. We will provide documentation required to assist any insurance claim so long as the request is reasonable.

Any refunds due from us will be confirmed by email along with confirmation of method of payment.

## 11. Cancellation by Us

**11 (a) Non-payment** - We reserve the right to terminate your booking without refund to you, if the balance of the booking remains unpaid at the date falling 8 weeks prior to the date of your arrival.

**11 (b) Behaviour** - We reserve the right to decline to accept or terminate midway the holiday (contract between guest and us) of any guest if their conduct is disruptive, inappropriate or unacceptable towards staff or other guests. We will be under no liability for any extra costs incurred by such a person or group, as a result of us reserving this right. Nor will any refund be payable. At any time when the group comprises more than one person the group leader acknowledges and agrees on behalf of all of the members of the group that all members of the group shall be jointly and severally liable for their respective obligations and liabilities arising from this agreement and in particular for any damage to the chalet and/or its contents caused by any members of his or her group.

For cancellations made by us except those at 11(a) or (b) above, you may choose:

- (i) to accept an alternative option provided by us; or
- (ii) to purchase another holiday from us; or
- (iii) a full refund based on the scale of compensation below.

In the unlikely event that we should cancel your booking for any reason other than at Clauses 11(a) or 11(b) and we are unable to offer accommodation of equal or higher standard to you, the following refund will be made:

- (i) for cancellation by us more than 70 days prior to the date of arrival – deposit refunded;
- (ii) for cancellation by us between 69 and 30 days prior the date of arrival – 100% plus £20 per person
- (iii) for cancellation by us between 29 and 14 days prior to the date of arrival – 100% plus £30 per person
- (iv) for cancellation by us between 13 and 9 days prior to the date of arrival – 100% plus £40 per person
- (v) for cancellation by us 8 days or less, prior to the date of arrival – 100% plus £50 per person.

Any free places as part of the cancelled booking are not included in the scale of compensation above and are not eligible for financial repayment.

## **12. Force Majeure**

We shall not be in breach of this Agreement nor liable for, delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond the parties' reasonable control. We will notify you of such instance and take what steps we can reasonably to mitigate its effect. Whilst 'force majeure' is operating we may suspend, terminate or suspend and terminate our Agreement whichever is most appropriate.

## **13. New Build Projects and Refurbishments**

At times a number of our chalets may be new-build or subject to substantial refurbishment in a season, we take every possible care with the owners to ensure that each such property is completed on schedule, however, matters outside of our direct control, such as local authorities, planning regulations, building controls or adverse weather at critical times for example, may cause delays and there may be changes to the designer's or architect's plans that we based our property description upon. In the event that either eventuality occurs, we will notify you and if your holiday is significantly altered (a Major Alteration), we will offer you alternative accommodation where possible. You may accept the alternative accommodation or cancel the holiday with us and receive a full refund of payments plus the compensation as detailed at Clause 11.

## **14. Insurance**

It is a condition of booking that you and all members of your party have sufficient and appropriate insurance, which must include medical, personal and travel cover. It is also recommended that your insurance include an element of winter sports cover. Should you fail to be adequately insured, you agree to pay for damage caused to the premises or anything therein by you or your party. You agree to provide details of your insurers when reasonably requested by us. No liability will be accepted by us for the consequences of your travelling without

adequate insurance.

## **15. Travel Documentation - Passports, Visas and Insurance**

Travel documents such as passports, visas or health requirements remain the responsibility of you and the members of your party. If we incur any cost due to incorrect or missing travel documentation, we reserve the right to recover any or all of this cost from you.

In addition to your insurance provision for European Member State Citizens we recommend the European Health Insurance Card (EHIC). This is available to eligible citizens of the European Economic Area (EEA) and Switzerland and will allow you to receive reciprocal health benefits in France at a reduced cost or sometimes free. For UK citizens the EHIC card is available online at <https://www.gov.uk/european-health-insurance-card>.

In the event of accident or illness during your holiday all associated expenses or charges are your responsibility and we will not be liable for any expenses or charges caused or suffered as a result of accident or illness. Additionally we will not be responsible for any special travel requirements as a result of injury or accident.

We will provide you with all reasonable documentation necessary to assist an insurance claim when necessary and when reasonably requested.

## **16. Complaints & Complaints Resolution**

All or any complaints regarding your booking with us must be sent to us in writing (and not by email) FAO The Director, Ski Bonjour Ltd. 46 Rectory Road, Newcastle upon Tyne, NE3 1XP, United Kingdom and are subject to the following conditions:

- (i) any complaint arising whilst at the accommodation provided by us must, where practicable, be communicated to us at the time or shortly after the cause of complaint to allow us, if appropriate, to remedy the complaint;
- (ii) any complaint arising whilst at the accommodation provided by us, not communicated to us during your stay must be made in writing within 14 days of leaving the accommodation. Any or all evidence supporting your claim must be included with your written complaint; and
- (iii) failure to comply with any or all terms of this Clause 16 may hinder your complaint and could result in your complaint not being dealt with.

All written complaints received will be dealt with according to the substance of the claim and in any case a written response will be sent to you within 28 days of receipt of your complaint.

## **17. Liabilities & Limitations**

Nothing in this Agreement shall limit or exclude our liability for:

- i. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- ii. fraud or fraudulent misrepresentation; or
- iii. breach of the terms implied by sections 13-15 of the Supply of Goods and Services Act 1982 or any other liability which cannot be limited or excluded by applicable law.

Subject to the above clauses 17 i - iii, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for loss of agreements or contracts or loss of anticipated savings or any consequential or indirect losses or costs, including without limitation costs or losses arising out of or connected to your travel arrangements or any cancellations or changes to your travel arrangements.

Subject to clauses 17 i - iii above, we do not accept liability for loss or damage, including personal injury or death, caused or suffered where the injury results from your intoxication through drink or drugs, or by your negligent act(s) or omission(s) whilst on the premises including the interior and exterior of the premises.

We do not accept liability for travel delays, cancellations or route changes under any circumstances.

We do not accept liability for loss or damage, including personal injury or death, caused or suffered: (1) by your negligent acts or omissions, or your unauthorised use of the interior and/or exterior of the Premises; and/or (2) whilst engaged in outdoor sports, activities or pursuits of any kind, howsoever caused.

Our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement shall be limited to total cost of your booking plus 50%.

This clause 17 shall survive termination of this Agreement.

## **18. Obligations**

**(i)** We will have in place sufficient and appropriate insurance to meet our obligations and responsibilities under this Agreement.

**(ii)** We will provide to you the services as described in your booking except when subject to cancellation as per Clauses 10, 11 or 12.

**(iii)** For your safety and convenience you must adhere to all or any signs or notices clearly posted in or on the premises.

**(iv)** You must have an adequate and appropriate insurance policy to include a sufficient element of medical, travel and personal cover.

**(v)** You must properly control, care for and supervise your children whilst in or on the premises and this includes at meal times.

**(vi)** It is a condition of booking with us that you notify us in writing of any known food allergies or special dietary requirements at the time of booking and in any case prior to arrival at the premises. Whilst we comply with notified food allergies and special dietary requirements, it remains your responsibility to ascertain that the food served is appropriate. These special dietary requirements should also be repeated to the chalet chef on arrival.

**(vii)** You must notify us in writing of any medical condition or disability suffered by you or any member of your party that may affect their stay in the premises or requires any special facilities or treatment whilst staying at the premises prior to booking. We reserve the right to refuse any booking we deem to be inappropriate for medical or health reasons.

**(viii)** To limit risk of loss or injury you must exercise reasonable care whilst in or on the premises.

**(ix)** It is a condition of booking with us that you have in place for the duration of your stay adequate insurance for the period. Should you fail to be adequately insured, you agree to pay for damage caused to the premises or anything therein by you or your party. You agree to provide details of your insurers when reasonably requested by us.

**(x)** If you are making this booking on behalf of any person other than (or including) yourself, you are expected to draw to the attention of all members of your party the content of this Agreement.

## **19. Restrictions**

**(i)** You are not authorised to use the kitchen or any item in the kitchen including items for the preparation of food unless you have received express permission from us.

**(ii)** All our properties, chalets and apartments are strictly non-smoking. With the exception of the balconies you are not permitted to smoke in or on the premises and e-cigarettes are also prohibited.

**(iii)** We do not accept any dogs, cats or other pets in our properties. However we may accept working dogs for the visually or hearing impaired by prior express agreement.

**(iv)** Only the named guests and the number of guests as detailed on the booking documentation are permitted in the accommodation. Sub-letting, sharing or assignment is strictly prohibited.

(v) We do not accept bookings for 'stag' or 'hen' parties. Any group which has booked a holiday with ski bonjour and we find is a 'stag' or 'hen' party will be asked to leave the chalet. No refund will be given under these circumstances.

Failure to comply with any or all of the terms of this Clause 19 will render you liable for any loss or damage caused or suffered and may invalidate any claim you consider you may have against us.

## **20. Website Description and Literature Accuracy**

Although every effort is made to ensure that all or any descriptions contained in our website, brochures, adverts, emails or flyers are accurate, we publish information as available to us, which from time to time may change. We endeavour to correct any inaccuracy as soon as we learn of it, however you may have seen the information prior to our correction. In cases such as these, we accept no liability for any disappointment or loss caused. We will provide to you the accommodation, services and food as described on your Booking Confirmation and indicate to you any errors or omissions in publicised media known to us at the time of booking.

The information held on our website in relation to accommodation is solely for descriptive purposes. The photographs used serve to give a general impression of the accommodation and are not meant to be contractual or representative in any way. Furniture, bedding and other fittings may have been changed, altered or removed and unless the change, alteration or removal significantly affects the enjoyment of the accommodation we will not accept any liability for any claim you may consider you have against us.

The accommodation we advertise is subject to availability.

Please refer to [www.SkiBonjour.com](http://www.SkiBonjour.com) for detailed descriptions of your accommodation.

## **21. Special Requests**

Whilst we welcome the opportunity to make your holiday with us even more special, there may be some special requests that we are unable to provide and we cannot be liable for any disappointment or loss suffered as a result of special requests we have not had prior notification of and expressly agreed to.

Special requests must be indicated at the time of booking and in any case on the booking information. We reserve the right to refuse any booking we feel we may not be able to undertake due to particularly onerous or unreasonable special requests or dietary requirements.

## **22. Suitability of Accommodation**

Accommodation in the Alps often has steps, steep terrain or other features you may not be accustomed to. We will highlight on our advertising or during the reservation process any features we feel may need to be notified to you or any accommodation that is suitable or unsuitable for disabled access. It is the responsibility of you and any members of your party to exercise reasonable care when in the accommodation and to suitably supervise any or all children in your party at all times. We will install safety features or signage where possible, but due to the nature of Alpine chalets we cannot eradicate all risks. We only accept liability for loss or damage caused or suffered, including personal injury, when we are directly responsible as a result of our negligence.

## **23. Internet Access, Television and Mobile Telephones**

Internet - Our properties advertising Internet access or WiFi offer a complimentary service. We do not guarantee the availability, continuity or speed of this service and do not provide any equipment for you to access the Internet. We do not accept any liability for any loss you may suffer due to the unavailability, discontinuity, interruption of or speed of the service. We do not authorise use of our Internet or WiFi service for any inappropriate or unlawful purpose.

Television - The televisions in our properties receive a satellite signal, we do not guarantee availability of the service which at times of heavy snowfall or extreme weather or temperatures may be rendered temporarily unavailable. In cases of mechanical breakdown we will endeavor to repair as soon as practicable but we do not consider unavailability of Internet, WiFi or television as a basis of any claim per se.

For the comfort of all guests and staff, the use of mobile telephones is not allowed in the dining rooms. If you

do receive or wish to make a call while in these areas you may be requested to move to another area of the chalet. The use of computers, tablets, handhelds or other devices is permitted in communal areas so long as they are switched to silent mode or used unobtrusively so to avoid disruption to other guests and staff.

#### **24. Hot tubs, Jacuzzis, Steam Rooms, Spas, Saunas and Swimming Pools, Games Rooms**

Whilst we exercise due care in the maintenance and service of any equipment and provide the necessary signage and/or instructions, you must use these services responsibly. You must exercise all reasonable care and take sensible precautions when using hot tubs, Jacuzzis, steam rooms, spas, saunas or swimming pools and games rooms and supervise any or all children. It is your responsibility to ensure that any medical condition you suffer, which by its very nature would render use of the equipment or service inappropriate, ill-advised or reckless, or medical advice you have received is properly followed. We do not accept liability for injury or accidents sustained as a result of use of any facilities or equipment except when it is as a direct result of our negligence.

Please note that to comply with local laws or for the consideration of other people, hot tubs cannot be used after dinner and certain other facilities may be subjected to time restrictions. We do not accept any liability for loss or damage, including (to the extent permitted by law) personal injury or death, caused or suffered by your improper, irresponsible, unreasonable or ill advised use of any hot-tub, hydro-pool, sauna, spa or swimming pool.

#### **25. Breakdowns**

In the event of breakdown of all or any items mentioned in clauses 23 and 24 (such as hot tubs, saunas, televisions and Internet) we will take reasonable steps to redeem service and or use of as soon as possible however it must be noted that breakdown service in the Alps in winter can be a slow process due to adverse weather, unavailability of parts or suitable tradesmen for instance and therefore we do not guarantee that these services or facilities will be resumed during your holiday. We will not compensate you for breakdown of any items unless we have not taken reasonable steps to secure repair.

#### **26. Lost Property**

You must notify us of lost property as soon as you become aware of it. We will take reasonable steps to locate lost property; we cannot however guarantee to find it. If we do locate lost property and we agree to arrange for its return, all costs, including administration charges of so doing, will be borne out by you and must be paid for in advance. We make a reasonable administration charge for this arrangement (in addition to transit/courier costs) of £10. We do not accept liability for lost property whilst in transit to or from the UK howsoever this is arranged.

#### **27. Groups and Group Discounts**

**Group Leader** - The person who makes a booking on behalf of a group is called the Group Leader. He/she agrees to pay for the holiday on behalf of all other guests in the group. The Group Leader confirms, when booking on behalf of a group, that all those travelling accept the booking conditions and these Terms and Conditions. The Group Leader remains responsible for the full cost of the holiday, including any cancellations or amendment charges. The Group Leader is responsible for collecting all deposits and balances by the due date and dealing directly with group members regarding all aspects of the holiday. We will direct all communication to the Group Leader. We are able to offer group discounts/free places due to the lower administration costs associated with group bookings.

**Group Discounts** - The group discount table in the advertised prices section of the website shows the free place allowance and is subject to qualification of the group by reaching a defined number of persons. Our group discounts may change without written notice and are only available subject to availability. Group discounts are applicable to the full adult price only. Child discounts are not included when calculating group discounts. However children can be counted as adults and allocated full adult price in order to qualify for group discounts.

If a group size reduces after booking the number of free places will also be reduced accordingly and may be completely removed if the group no longer qualifies.

When receiving group free places these will, when possible, be used in higher occupancy rooms (e.g. triple or quad rooms). If your group does not suit this room arrangement then the free place ratio may be reduced.



## 28. Single Supplements

Room under occupancy will attract a single supplement. If we waive or alter a single supplement this will not set a precedent. Neither will it indicate that we no longer charge single supplements in any circumstances. The discretion to apply, alter or waive such supplement remains solely with us.

## 29. Children and Child Discounts

**Children** - Children are welcome in our chalets as part of a group. Children must be accompanied by an adult (of 21 years or over). Children are accepted on condition that they remain the responsibility of the parent or guardian, or in his or her absence, the Group Leader.

Children's ages (under the age of 18) must be provided at the time of booking and if not known at the time of booking no later than four weeks prior to the date of arrival at the accommodation.

Unless booked into a chalet for sole occupancy during non-peak weeks, children under the age of 14 will have their evening meal served earlier and separate to the scheduled evening meals. The earlier child sitting will be at 6:00 pm. Weeks during the season we define as peak are advertised on our website <http://www.skibonjour.com/tignes-chalet-prices/>

For the convenience and comfort of all guests we ask that you properly supervise and control children at all times. If the children in your group are in the communal areas of the chalet after dinner, they are expected to be under control and to behave in a considerate manner - it is your responsibility to ensure that this is observed.

**Child Discounts** - Discounts for children aged 13 and under may be applicable when certain booking conditions are met. The qualifying age of a child is the age they will be at the beginning and during the holiday. A child becoming 14 during the holiday will be charged adult rate for the duration of the holiday. A child taking a separate room (i.e. not sharing with parents) will attract the full adult price. Child discounts cannot be used in conjunction with group discounts.

Children aged 2 and under are charged a nominal rate and are not provided with food or milk.

## 30. Sole Occupancy or Exclusive Use of Chalets

Sole occupancy / exclusive use of chalets is only available upon payment of the full price of places available at the accommodation or the amount we have quoted for sole occupancy / exclusive use of the chalet(s). No refund will be due for any unused sections of accommodation.

We reserve the right to book out empty rooms if you have not paid the full amount due for sole use of the accommodation.

Families booking chalets for sole occupancy / exclusive use can choose to dine with children in the group or in separate sittings for adults and children. You must notify us of this choice in advance of the date of arrival.

## 31. Check In and Check Out

Check in: Rooms are available after 14.00

Check out: Rooms are to be vacated 09.15

The check-in and check-out times are irrespective of your time of arrival or departure. We will only facilitate arrivals and departures outside of these times by prior express agreement and there may be a charge if we deem it necessary. You will be notified if this is the case.

Early arrivals or late departures: if possible a room will be made available on change-over days for guests who wish to change before or after skiing, however we cannot guarantee this. The chalets do not have 24 hour service and we can only accommodate arrivals between 14:00 and 22:00 hours on change-over days. Any arrivals outside this period must be pre-agreed prior to holiday arrival.

## 32. Staff Days Off

Staff in chalets have one day off per week. On this day, breakfast and afternoon tea will be available for you and no evening meal will be provided. We will notify you of the staff day off.

### **33. Safety**

In many resorts it is now compulsory for ALL children aged 15 and under to wear a helmet whilst skiing. In France it is a requirement for children to wear a helmet whilst receiving lessons. Safety equipment, such as helmets, is available to rent at the resort. Safety clothing, equipment and helmets are your responsibility. We advise that you check the conditions of any winter sport insurance you have for their statement on helmets. We recommend that all children wear a helmet.

It is your responsibility to judge the suitability of the area(s) in which you ski and also to assess the suitability of taking part in any or all activities with regard to your health, fitness and ability. We advise compliance with piste signage throughout the domain and to make note of avalanche risk notifications. We only advise skiing off-piste with a guide and with suitable insurance.

### **34. Availability of Lifts and Third Party Services or Facilities**

The lift system and other facilities or activities are operated by third parties who make decisions with regard to availability, maintenance, breakdown, weather and capacity without notification or consultation with us. We are not always aware of these decisions and are not always informed. In cases when we are aware or notified we will pass the information on to you if we deem it to have substantial impact on your holiday. We cannot be held liable for disappointment or loss incurred as a result of such facilities or activities being out of service, temporarily suspended or removed.

If you book a local activity or excursion your contract for this is with the provider of the activity or excursion and not with us.

When you book services from a supplier other than us, such as airport transfers, the contract for those services is with the provider and not with us and we accept no liability for terms and conditions arising from that contract.

### **35. Data Protection, Privacy Policy & Cookies**

Ski Bonjour Ltd complies with the Data Protection Act 1998 and treats your personal details with the highest degree of confidentiality and security. We use your details to enable us to answer enquiries by telephone, email or post. We may send out mail shots or special offers by email to those who have subscribed to this service. You may unsubscribe and request your details be removed from our database at any time. We will comply with your request. Our website uses cookies for better navigation and to improve the website. You can change your cookie settings at any time. You can view our Cookie and Privacy Policy here: <http://www.skibonjour.com/privacy-policy/>

We will never sell your details nor pass them on without your express permission to any third parties except when properly required to do so by UK/European government or security services.

### **36. Assignment**

You shall not, without the prior written consent of us, assign, transfer, subcontract, declare a trust over or deal in any other manner with any or all of your rights or obligations under this Contract.

### **37. Jurisdiction**

**Governing law.** This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

**Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

**38.** These Terms and Conditions do not create any third party rights or remedies other than those expressly permitted by this Contract and a person who is not party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

**39. Entire agreement.**

- (a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

**40. Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- (c) waive that or any other right or remedy; nor
- (d) prevent or restrict the further exercise of that or any other right or remedy.

**41. Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**42. Definitions**

'You' 'Your' 'Yours' 'Client' - the person making the booking and any person in your party

'Us' 'We' 'Our' - Ski Bonjour Ltd and any employees or agents thereof.

'Accommodation' 'Premises' 'Property' - the dwelling or structure you will be staying at for the duration of your booking.

Minor alterations = anything that is not a "Major Alteration", including but not limited to, room changes, unavailability of services (such as television, WiFi, hot-tubs, saunas), changes in meal times or staff rest days.

Major alterations – alterations that significantly alter the substance of the accommodation or service we were going to provide and can be, but are not limited to, accommodation of an inferior standard *or cancellation of your holiday*.

'Non-payment' - the final balance remains outstanding two weeks after the due date and we have not expressly agreed to this.

'Force Majeure' - any unforeseen event outside of our control and shall include, but is not limited to, flood, fire, riot, war, threat of war, strike, extreme weather or extreme economic difficulties.

'Group Leader' - the person who makes a booking on behalf of a group and whose contact details are

supplied to us as Group Leader and used as such.

In this Agreement the singular includes the plural the masculine includes the feminine and vice versa.