

Terms and conditions

Here listed are the terms and conditions (T & Cs) for Self Catered Holidays booked with Snow and Trek Limited.

"Booking Form" means booking form incorporating these T&C that the Group Leader and each person in the Group agree to.

"Group Leader" means person as set out in the booking form

"Group" refers to all persons booked to stay in the self-catered property listed on the Booking Form and also includes any subsequent changes of names to the original booking.

1.0 – AGREEMENT

The terms and conditions of this document together with your Booking Form comprise the agreement between Snow and Trek Limited and all those listed on the booking form, on whose Behalf the group leader has signed. The contract is deemed to have been made as soon as Snow and Trek Limited receive the signed booking confirmation form

- 1.1 The group leader is responsible, on behalf of all other members of the group, for all matters relating to the booking, thus HE/SHE WILL BE PERSONALLY LIABLE FOR ALL MONIES OUTSTANDING FROM THE REMAINDER OF THE GUESTS.
- 1.2 "The Group" refers to all persons booked to stay in the accommodation listed on the booking form and also includes any subsequent changes of names to the original booking.
- 1.3 If at any time, prior to the start of the holiday, there is a change of group leader Snow and Trek Limited must be notified, either by email or telephone, by the original group leader and a new booking confirmation and terms and conditions form must be signed by the new group leader and returned to Snow and Trek Limited before embarking on the holiday.

- 1.4 Under no circumstances are additional guests allowed to stay in the Self Catered Property other than those specified on the Booking Form or can bookings be made for a group larger than the maximum capacity of the property. Failure to comply with this may result in your booking being terminated immediately in resort and you and your party may be asked to vacate the relevant Self Catered Property immediately. No compensation will be paid for this.

2.0 – BOOKING

- 2.1 Once availability has been confirmed, by Snow and Trek Limited, a booking enquiry will be held for 7 working days, pending receipt of the appropriate deposit and completed booking form.
- 2.2 Thereafter the booking will be deemed cancelled and Snow and Trek Limited reserves the right to re-book the week without notification.
- 2.3 The total amount outstanding on your holiday must be paid within 10 weeks of departure. For bookings made within this period the full cost of the holiday will be payable at the time of booking.
- 2.4 If the final balance is not received 10 weeks prior to the day the holiday commences Snow and Trek Limited reserve the right to cancel the booking and any deposits paid will be forfeited (every effort will be made to contact the client to remind them of payment dates). Snow and Trek Limited then reserves the right to re-book the chalet without further notice.

3.0 – PAYMENT

- 3.1 Acceptable payment types are Bank Transfer, Cheque or Pay Pal (for which there is a 5% charge levied).
- 3.2 Snow and Trek Limited will not be responsible for charges

imposed on you, by your bank or credit card issuer. This also includes payment discrepancies caused by variations in exchange rates used by your bank / credit card issuer.

- 3.3 In the event of dis-honored payment the group leader will be contacted to make immediate payment by other means. Failure to do this will mean automatic cancellation of the booking.
- 3.4 Details of a valid credit card will be taken on arrival at the property in resort as security against damage, loss, breakages and additional cleaning charges as more specifically detailed in section 9. These details will be kept for the duration of your stay and by you agreeing to these T & Cs, you are agreeing to allow Snow and Trek Ltd to charge that card in Euros in the event of any damages, losses, breakages or additional cleaning charges.

4.0 – CANCELLATION

- 4.1 BY SNOW AND TREK LIMITED -Due to circumstances beyond Snow and Trek Limited control it may be necessary to make alterations to a confirmed booking or to cancel the booking completely. Whilst Snow and Trek Limited will make every effort to ensure this does not happen, if it is unavoidable, Snow and Trek Limited will contact the group leader as soon as possible. In this instance Snow and Trek Limited will endeavor to make alternative arrangements for accommodation (of the same value or higher) if available, or offer a full refund of any monies paid. No other compensation will be offered. This compensation does not include events amounting to Force Majeure (Force Majeure meaning war, political unrest, weather, strikes, acts of God, epidemics, riots, civil strife, industrial disputes, terrorist activity, natural or technical disasters, nuclear war) or if the client defaults in the payment of the final balance

- 4.2 BY THE CLIENT You, or any member of your party, may cancel your holiday at any time providing that the group leader makes the cancellation in writing/email. Snow and Trek Limited take no responsibility for non-delivery or non-receipt of such written cancellation. IF YOU CANCEL - YOUR DEPOSIT WILL BE RETAINED for administration costs and cancellation charges will be levied as follows:

4- 6 WEEKS BEFORE COMMENCEMENT OF HOLIDAY: 50% OF TOTAL HOLIDAY COST
LESS THAN 4 WEEKS BEFORE COMMENCEMENT OF HOLIDAY: 100% OF TOTAL HOLIDAY COST

- 4.3 Non receipt of the balance of the cost of the holiday will not be taken as notification of cancellation; clients will still be liable for cancellation charges as shown above if they subsequently cancel the holiday.

5.0 – LIMITATION OF LIABILITY

- 5.1 Snow and Trek Limited does not accept any liability wheresoever or howsoever arising, or pay compensation for:
 1. Any event, which Snow and Trek Limited could not foresee or avoid, amounting to Force Majeure (Force Majeure meaning war, political unrest, weather, strikes, acts of God, epidemics, riots, civil strife, industrial disputes, terrorist activity, natural or technical disasters, nuclear war)
 2. Any cancellation, loss, delay or costs wheresoever or howsoever arising or connected with adverse weather or traffic conditions, avalanche, mud slips, slides and snow conditions and the effect any of these may have on travel arrangements, accommodation and activities.
 3. Limitations imposed by resort authorities, ski lifts, ski school or ski hire operators.
 4. Travel arrangements made by the group or on behalf of the group.
 5. Any personal injury or death wheresoever or howsoever arising caused to any visitor and/or any member of the group for their duration of stay. This is not intended to

exclude any statutory rights the group and/or visitor may have. This agreement and any proceedings there under are to be governed by English Jurisdiction.

- 5.2 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract provided always this does not affect any right or remedy of a third party which exists or is available apart from this Act.

6.0 - **ARRIVAL/DEPARTURE TIMES**

- 6.1 The Self Catered Property is available for access from 4 pm on the day of your arrival. Effort will be made to allow early access, however, this must be discussed with Snow and Trek Limited prior to arrival. Snow and Trek Limited cannot guarantee the Self Catered Property will be ready before 4pm.

- 6.2 For departure, the Self Catered Property must be vacated by 10 am. For clients on our transfers a luggage storage facility is available. For those driving all cars must be removed from designated parking spaces. Effort will be made to allow late checkout under special circumstances only. However, this must be discussed with Snow and Trek Limited at the time of booking and cannot be guaranteed.

7.0 - **RESPONSIBILITIES, BEHAVIOUR**

- 7.1 All guests should act and behave in such a manner so as to not affect or disrupt the enjoyment of other guests, local residents or have a negative effect on the reputation of Snow and Trek Limited. Excessive noise inside, outside or within the Self Catered Property, grounds or communal areas after 10pm also comes under this section, and will not be tolerated. Snow and Trek Limited reserve the right to refuse to further accommodate your party if you are in breach of

this clause and contractual obligations will be terminated immediately. No compensation will be payable.

- 7.2 Any loss or damage, where so ever or howsoever caused; or arising by the Group Leader, or members of the Group; to vehicles, property, grounds and outbuildings owned by or managed by Snow and Trek Limited must be paid for in full. This is payable by the Group Leader, on behalf of the group, irrespective of which person was responsible. This is to be paid to Snow and Trek Limited by the credit card payment details supplied at time of booking before guest departure as detailed in section 3.4

- 7.3 Any client not properly securing the exits or windows of the Self Catered Property will be liable for any Snow and Trek Limited property stolen as a result of that negligence. Snow and Trek Limited will not be held responsible for any theft or loss of personal possessions from our premises / vehicles.

8.0 - **DAMAGES, ADDITIONAL CLEANING AND BREAKAGES**

- 8.1 As mentioned in section 3.4, details of a valid credit card will be taken on arrival at any Snow and Trek Limited Self Catered Property as security against damage, loss, breakage or additional cleaning charges to the property.

- 8.2 Additional cleaning charges are levied as follows:

Snow and Trek Limited reserve the right to charge up to €150 Euros for additional cleaning if the following has not been adhered to before departure of a property:

All rubbish & recycling removed; Dishwasher on or emptied; Bed linen stripped; Dirty towels to be left in one bathroom; Kitchen and all appliances to be left clean; All communal areas must be hoovered and/or swept.

- 8.3 DO NOT use abrasive cloths or cleaning products in the apartment. Any damage caused to polished or metal surfaces will be charged.

- 9.4 DO NOT dry dark or coloured clothing on radiators, fireplaces or heated towel rails. Any damage caused will be charged for.
- 9.5 DO NOT wash shoes or trainers or inappropriate clothing in any of the washing machines, and ensure all pockets are emptied. You are liable to pay for any repairs, replacement parts or full replacement of washing machines and tumble driers on a like for like basis.
- 9.6 All keys to Self Catered Properties are security keys. Should you lose a key to your Self Catered Property, you will be charged up to €250 for a replacement. This charge will be made immediately using the credit / debit card provided at the start of your holiday.

10.0 - **HOT TUBS and FIRE PLACES**

- 10.1 Snow and Trek Limited take hot tub care, cleanliness and maintenance very seriously. Every week, prior to new guests arriving, hot tubs are thoroughly cleaned, maintained and filters and water replaced.
- 10.2 Guests use hot tubs at their own risk and special care should be taken at all times when getting into and out of the hot tub. Extra care should be taken during cold and icy conditions as the areas surrounding the hot tubs cannot be salted to remove ice. Snow and Trek Ltd presume that all guests, before using the hot tub, have read and understood the Hot Tub Safety notices posted within the Self Catered Property
- 10.3 Children under the age of 12 years must be supervised and accompanied by an adult at all times to avoid the risk of drowning and/or overheating.
- 10.4 Snow and Trek Limited reserve the right to close hot tubs for reasons related to, but not limited to, damage, chemical imbalance, breakdown, vandalism or unsafe conditions. Prior

notice is not necessary and in such cases compensation will not be payable to guests.

11.0 - **FIREPLACES, STOVES AND CHIMNEYS**

- 11.1 Care must be taken when using fireplaces, stoves and chimneys. Naked flames, fires, fireplaces and chimneys are hot and can cause serious damage to property, belongings and people. Therefore, fireplaces should never be overloaded with wood, allowed to burn out of control. They should never be left unattended. Clothes or other items should never be dried directly in front of or on top of them.
- 11.2 Snow and Trek Limited accepts no responsibility for damage to guests, guest clothing or other property belonging to guests as a result of using a fire place, stove or chimney. If a guest damages a piece of Snow and Trek Limited property as a result of using a fireplace, stove or chimney, they will be charged accordingly.

12.0 - **LOST AND STOLEN PROPERTY**

- 12.1 Any client not properly securing the exits or windows of the Self Catered Property will be liable for any Snow and Trek Limited property stolen as a result of that negligence. Snow and Trek Limited will not be held responsible for any theft or loss of personal possessions from our premises / vehicles. Whilst Snow and Trek Limited will endeavour to ensure the security of guests' personal possessions, Snow and Trek Limited cannot guarantee it.
- 12.2 It is up to the Group Leader to ensure that each member of the Group is responsible for the safety of all their own personal possessions, documents and equipment. No responsibility or liability is or will be accepted by Snow and Trek Limited in respect of such items as it is a condition of your booking (and therefore reasonably assumed by Snow and Trek Limited) that all guests have taken out appropriate insurance to cover such loss and/or damage.

For the avoidance of doubt, please note that this also applies to Mountain Bikes, Road Bikes, Ski/Snowboard Equipment and any other "high value" items that guests have brought with them on holiday.

13.0 - CHILDREN

13.1 No matter how much care is taken, our Self Catered Properties are not childproof. Snow and Trek Limited will not be held responsible for any accidents occurring within the properties, it is the parent's responsibility to ensure their children are supervised at all times. Particular care must be taken with hot tubs, fireplaces, chimneys and staircases as fireguards and stair gates are not provided.

13.2 Snow and Trek Limited can provide high chairs, travel cots and car seats for infants and babies. However, Snow and Trek Limited except no responsibility should an accident or injury occur as a result of the use of such items. Parents assume full responsibility for the safety and wellbeing of their children at all times.

14.0 - OUTDOORS SHOES & EQUIPMENT

14.1 It is important that, for your comfort, a pair of slippers or indoor shoes are included in your packing as ALL outdoor shoes, which include ski and snowboard boots, mountain biking shoes and cycling shoes are strictly forbidden anywhere inside the Self Catered Property and the internal communal areas.

14.2 All outdoor equipment, which includes but is not limited to mountain bikes, skis and snowboards, dirty, soiled or extremely wet clothing, must be stored in the designated area as provided by Snow and Trek Limited

14.3 Under no circumstance is the repair or maintenance and cleaning of such outdoor equipment, as stated above, allowed within the internal space of the property including

terraces, balconies and garden areas. This also includes waxing of skis or snowboards in winter.

15.0 - SMOKING & ILLEGAL SUBSTANCES

15.1 For health and safety reasons, smoking is strictly prohibited within our Self Catered Properties and Snow and Trek Limited vehicles. If guests wish to smoke they must do so outside of these areas or within the designated smoking spaces.

15.2 Anyone smoking or taking illegal substances in or around any of Snow and Trek Limited properties will not be tolerated. Any guest involved in such activity will be asked to immediately vacate the Self Catered Property. Snow and Trek Ltd reserve the right to refuse to further accommodate your party if you are in breach of this clause and contractual obligations will be terminated immediately. No compensation will be payable.

16.0 - COMPLAINTS

16.1 In the unlikely event of you having a complaint with any part of your holiday you should notify the RESORT OFFICE immediately.

16.2 Any complaints made after departure will not be considered. Complaints cannot be accepted for snow conditions, childcare, weather, lessons and closures of ski – lifts.

17.0 - PASSPORT AND VISA

17.1 It is your responsibility to be in possession of a valid passport and/or any visa necessary. If you do not have a British or EC passport, please be sure to check visa requirements for the countries you will be visiting. Remember, most flights are to Geneva in Switzerland, which

is not an EC member.

18.0 – INSURANCE

- 18.1 Skiing and snowboarding can be a dangerous pursuit both on and off piste, Snow and Trek Limited will endeavor to make your trip as safe as possible, but not all risks, dangers and hazards can be anticipated or avoided. Therefore you **MUST** be insured before partaking in a winter holiday.
- 18.2 It is up to the group leader to ensure that each member of the group has all their own necessary medical and travel insurance documents to cover themselves fully before embarking on the holiday and Snow and Trek Limited **MAY ASK FOR EVIDENCE OF THIS DURING YOUR STAY.**

9.0 – TERMS OF CONTRACT

- 9.1 All descriptions on this website are given in good faith and are believed to be correct. This is in relation to all aspects including activity pricing and information.
- 9.2 For the avoidance of doubt in the event of any conflict the provisions of the Ts and Cs prevail.
- 9.3 The contract is made on the terms of these booking conditions and governed by English Law. Both parties shall submit to the jurisdiction of English Courts at all times.

TERMS AND CONDITIONS AS OF 01/11/2013