

## **Ski Magic Booking Terms and Conditions**

The following booking conditions form the basis of your contract with Ski Magic Limited, 264 High Street, Beckenham, Kent. BR3 1DZ, UK, company number 04823873. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions only apply to arrangements which you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to:

- “booking”, “contract”, or “arrangements” mean such arrangements unless otherwise stated.
- “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as the context requires.
- “We”, “us” and “our” means Ski Magic Limited.

Please note, the holiday arrangements we offer and make for you do not constitute a “package” and accordingly, the Package Travel and Linked Travel Arrangements Regulations 2018 do not apply to them.

### **1. Making your booking**

To make a booking the first named person on your booking, the “party leader” must complete and submit a request for reservation. This will hold the accommodation for a period of 48 hours. During this time you must then pay the applicable deposit. The party leader must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By making a request for reservation, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us. The party leader must be at least 18 when the booking is made.

It is a condition of our accepting your booking that you are covered by appropriate and adequate personal travel insurance which should be in effect when you make the booking. See clause 12 on the subject of insurance.

Subject to the availability of your chosen arrangements, we will confirm your booking by issuing a confirmation invoice. This invoice will be sent to the party leader. Where you book through our website, any electronic acknowledgement of your booking is not a confirmation of it. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

Once your accommodation is confirmed you may add transfers, ski hire, ski lift passes, or childcare as required using your ‘mychaletbooking’ account login.

## **2. Payment**

In order to confirm your chosen arrangements, a deposit of £300.00 per person (or full payment if booking within 10 weeks of departure) must be paid at the time of booking.

The balance of the booking cost must be received by us not less than 10 weeks prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 7 depending on the date we reasonably treat your booking as cancelled.

## **3. Your contract**

A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader.

We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below.

We both also agree that any claim must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

## **4. The cost of your arrangements**

Please note, changes and errors occasionally occur. You must check the price of your chosen arrangements at the time of booking.

We reserve the right to increase or decrease and to correct errors in advertised prices at any time before your booking is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. Coronavirus and the measures taken by governments, public authorities and businesses to manage its effects (such as social distancing) is likely to have a significant effect on the price of tour arrangements for a considerable period of time. Such measures may be introduced or changed with little or no prior notice.

Once the price of your chosen arrangements has been confirmed at the time of booking, we will only increase or decrease the price in the following circumstances. A surcharge will be payable, subject to the conditions set out in this clause, if our costs increase as a direct consequence of a change in (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources or (ii) the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the arrangements including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or (iii) the exchange rates relevant to the arrangements.

You will also be entitled to a price reduction where there is a decrease in our costs as a result of a decrease in the costs referred to in this paragraph which occurs between confirmation of your booking and the start of your holiday.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your holiday arrangements, which excludes insurance premiums and any amendment charges. You will be charged for any increase in our costs over and above that. If any surcharge is greater than 10% of the total holiday cost, clause 9 will apply on the basis the surcharge is a significant change. You will be notified of any price increase or reduction applied in accordance with this clause together with the justification for and calculation of this not less than 20 days before departure. Where a reduction is applicable, we are entitled to deduct our administrative expenses from the refund. Any surcharge must be paid with the balance of the holiday cost or within 14 days of the issue date printed on the invoice, whichever is the later.

Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

We promise not to levy a surcharge within 20 days of your arrival. No refund will be payable during this period either.

#### **5. Special requests and medical conditions / disabilities / reduced mobility**

If you have any special request, you should advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied with (where it is possible to give this) if it is important to you. Any special request which we have accepted will be specifically confirmed as accepted on your confirmation invoice.

Some accommodation and/or holidays may not be suitable for people with certain disabilities, medical conditions or significantly reduced mobility. Before you make your booking, we will advise you as to whether the proposed arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.

Should you suffer from any medical condition, disability or significant reduction in mobility which may affect your booking (including any which affect the booking process) or have any special requirements as a result, please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any material change in your condition, disability or mobility occurs. You must also promptly advise us if any medical condition, disability or reduced mobility which may affect your booking develops after your booking has been confirmed.

## **6. Changes by you**

Should you wish to make any changes to your confirmed booking, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of £50.00 per amendment will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. A change of booking dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the booking cost where, for example, the basis on which the price of the original booking was calculated has changed.

You may transfer your booking or your place on the booking to someone else (introduced by you) without payment of our cancellation charges providing the request for the transfer is made in writing not less than 28 days before departure. The person(s) to whom you wish to make the transfer must also satisfy all conditions which form part of your contract with us. Requests for transfer must be accompanied by the name and other applicable details of the replacement person(s). Where a transfer to a person of your choice can be made, all costs and charges incurred or imposed by any of our suppliers, together with an amendment fee, which will be confirmed at the time, must be paid before the transfer can be effected.

## **7. Cancellation by you**

You may cancel your confirmed booking at any time before departure. You may also transfer your booking as referred to in clause 6 above. If you cancel your booking after it has been confirmed, you must do so by email or by posting or hand delivering written notice of cancellation to us. Your notice of cancellation will only be effective when it is received in writing by us at our offices. We will ask you to pay the cancellation charges on the scale shown below based on your original booking departure date.

If you are unwilling to travel for any reason, or you are unable to travel due to medical reasons cancellation charges will apply.

We cannot accept any guest who:

- Has tested positive for coronavirus in the 14 days prior to travel
- Is awaiting the results of a coronavirus test
- Has had sustained contact with anyone who has either, tested positive in the 14 days prior to travel, or is awaiting the results of a coronavirus test
- Has a high temperature, a new continuous cough or a loss of, or change in, their normal sense of taste or smell (anosmia) or has been in sustained contact with anyone who experiencing such symptoms

For the safety of everyone please do not travel if any of the above applies to you. You should have travel insurance to cover you if you are unable to travel in these circumstances. We are unable to offer any form of refund if you cannot travel for any of the above reasons.

In calculating these cancellation charges, we have taken account of possible cost savings, and the generation of income from other bookings which may be able to utilise cancelled services to the extent this is likely to be achievable. Cancellation charges are calculated on the basis of the total cost payable, excluding insurance premiums and any amendment charges (which are not refundable in the event of cancellation).

**Period before departure within which written notification of cancellation is received by us**

**Cancellation charge**

71 days or more	Loss of deposit
42 to 70 days	40%
28 to 41 days	60%
Less than 28 days	100%

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) from your travel insurer. Claims must be made directly to the insurance company concerned.

Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/ or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

You and your party should obtain travel insurance for this cancellation risk - see section 12 Insurance.

**8. Changes and cancellation by us**

We start planning the arrangements we offer many months in advance. Occasionally, we have to make changes to and correct errors in advertising and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

Please bear in mind that coronavirus, and the measures and other action being taken by governments, public authorities and businesses to manage its effects (including implementation of social distancing), as well as the implications of Brexit, are likely to have an impact on holiday arrangements for a considerable period of time.

We may, for example, be unable to provide certain advertised services or facilities as a result. Such measures / action may be introduced or changed with little or no prior notice. Greater flexibility is therefore likely to be required for the foreseeable future which we would ask you to bear in mind at all times, both before and after departure.

Any impact which such measures / action has on your holiday will not constitute a significant alteration to your contracted arrangements and will not entitle you to cancel without payment of the applicable cancellation charges as a result.

In the event that your holiday cannot proceed because your accommodation is not available for any reason (except as set out below in this clause) and we are unable to provide a reasonable alternative, we will refund the payments you have made to us for your booking.

If prior to the start of your arrangements your booking cannot proceed due to any of the following reasons linked to the coronavirus pandemic, you will be entitled to choose between a refund of all payments made to us (less £100 per person on the booking to cover administrative and operational costs already incurred by Ski Magic) or to transfer the deposit payment of £300 per person to another reservation for winter 2022-2023. This £300 per person credit will be valid to use until 30 April 2023. In this case, if you had already paid the balance for your stay, this will be fully refunded.

- The French authorities impose regional or national restrictions which result in the closure of the French border.
- The authorities of your home country advise against all but essential travel to France.\*

We will not be responsible for any other expenses including without limitation, the cost of flights or any other form of transport.

\*If the authorities or your home country advise against all but essential travel to France but you still wish to proceed with your accommodation booking you must read and understand the relevant travel advice and all requirements which we have provided you with (see clause 18) and you must comply with the restrictions in place (for example if you are required to quarantine). We will have no liability to you arising out of your decision not to follow travel advice.

Please note, a refund will only be provided where we are unable to provide your contracted accommodation in the circumstances referred to above. You will not be entitled to a refund and cancellation charges are likely to apply where you are unable to travel on holiday for any reason, including without limitation, an unwillingness to travel for any reason or inability to travel for medical reasons.

Very rarely, we may be forced by "force majeure" (see clause 9) to change or terminate your arrangements after they have commenced but before the scheduled end of such arrangements. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

## **9. Force Majeure**

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation or expenses where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any situation within our reasonable contemplation, which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations may include, whether actual or threatened, riot, civil strife, terrorist activity, industrial dispute, natural disaster, exceptional adverse weather conditions, fire, the effect of the United Kingdom's decision to leave the EU, and all events of a similar nature.

Force majeure includes the coronavirus pandemic and its impact such as travel restrictions and the measures and other action being taken by governments, public authorities and businesses to control and manage its effects (such as the implementation of social distancing).

## **10. Our Liability to you**

(1) In order to provide your holiday arrangements, we operate catered accommodation on a seasonal basis which we contract from the chalet owners. We also arrange for the provision of airport transfers and other services. We do not ourselves own the accommodation. We undertake to use our reasonable skill and care in the provision of the accommodation services where these services are provided by our employees. For all services (which includes transfers) which are provided by any person or entity other than our employees, we undertake to use our reasonable skill and care in the selection of those suppliers but, providing we have done so, are not responsible for their acts and omissions or for the actual performance of those services.

(2) We operate a booking service for additional services. We are not recommending or endorsing a particular provider and we can offer you alternative provider information if required. Where you book childcare this is usually provided by our employees and we undertake to use reasonable skill and care in the provision of this service by our employees. Where we facilitate the purchase of additional services such as ski hire, ski lift passes, or ski lessons we are not liable for the acts and defaults of the third parties who provide those services, including, without limitation, transfer companies, ski hire providers or ski lift providers. Therefore, providing we have selected the agent or supplier with reasonable skill and care, we will have no liability to you for anything that happens during the provision of such arrangements or any acts or omissions of the agent or supplier or others.

(3) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or loss of possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

the act(s) and/or omission(s) of the person(s) affected or

the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable or

'force majeure' as defined in clause 9 above

(4) We do not make any representation or commitment that the services which we have contracted to provide, or facilitated the booking of, will comply with applicable local laws and standards and failure to comply does not automatically mean we have breached any of our obligations to you.

(5) Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) on any basis, the maximum amount we will have to pay you is £250.00 per person affected. Any payment is subject to your producing appropriate proof of the contents and value of the luggage or personal possessions concerned and demonstrating that you have taken proper care of your property.

(6) For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.

## **11. Complaints and problems**

In the unlikely event that you have any reason to complain or experience any problems with your booking whilst away, you must immediately inform us and the supplier of the service(s) in question. The issue can then be promptly investigated and, where appropriate, steps taken to resolve the situation. Any verbal notification must be put in writing and given to our representative/agent and the supplier as soon as possible. If we do not have or you cannot contact our local representative or agent and/or the situation is not resolved to your satisfaction within a reasonable time, you must contact us in the UK as soon as possible. You will be provided with contact details to enable you to do so before you go on holiday. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly.

If you remain dissatisfied, however, you must write to us within 28 days giving your booking reference and full details of your complaint. Only the party leader should write to us.

For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

## **12. Insurance**

We consider comprehensive travel insurance to be essential. It is a condition of our accepting your booking that all members of your party are covered by appropriate travel insurance which must be purchased at the time of booking. This insurance must include cover for (i) cancellation or curtailment of your holiday as a result of circumstances outside your control (including accident or illness and inability to travel for other reasons), (ii) personal accident, (iii) personal liability, (iv) medical expenses and repatriation in the event of medical need, (v) personal effects and money. If all party members have not purchased appropriate travel insurance prior to any claim, liability or loss arising which we could reasonably expect to be covered by travel insurance, we cannot accept any liability for that claim, liability or loss. Please read your policy details carefully and take them with you. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. You must give details in writing of your policy (insurer and policy number) when requested to do so.

## **13. Behaviour and damage**

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure that you have appropriate travel insurance to protect you if this situation arises.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the booking of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the services in question. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

## **14. Conditions of suppliers**

Many of the services which make up your booking are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

## **15. Excursions, activities and general area information**

We may provide you with information (before departure and/or when you are away) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised, controlled nor endorsed in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities or excursions referred to in our brochure, on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your booking, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities or excursions which can reasonably be expected to affect your decision to book with us, we will pass on this information at the time of booking.

## **16. Passports, visas and health requirements**

British citizens currently require a passport valid for the period of their stay when visiting France. A visa is not required. Requirements may change and you must check the up to date position in good time before departure for France. A full British passport usually takes approximately 3 to 6 weeks to obtain but is currently (September 2020) taking much longer. If you or any member of your party is 16 or over and hasn't got, or previously held, a passport, even more time needs to be allowed as the UK Passport Service has to confirm your identity before issuing your first passport.

If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the embassy or consulate of the country (ies) to or through which you are intending to travel.

Details of any compulsory health requirements applicable to your holiday will be provided at the time of booking. It is your responsibility to ensure you are aware of all recommended vaccinations, health precautions and health related measures (including those which are introduced to deal with Coronavirus) in good time before departure.

Details are available from your GP surgery and for British Citizens from the National Travel Health Network and Centre <http://travelhealthpro.org.uk/>. Information on health abroad is also available on [www.nhs.uk/Live-well/healthy-body/before-you-travel](http://www.nhs.uk/Live-well/healthy-body/before-you-travel). For travel in the EU / EEA while the UK remains in transition, you should obtain an EHIC (European Health Insurance Card) prior to departure from [www.ehic.org.uk](http://www.ehic.org.uk). An EHIC is not a substitute for travel insurance.

If you or any member of your party lives outside the UK, you must check what vaccinations, health precautions and other health related measures are recommended or required in your country of residence for travel to France and to any countries through which you may transit or stop off.

Vaccination and other health requirements/recommendations are subject to change at any time for any destination. If you are unable to travel as a result of failure or inability to comply with any health related or other requirements, cancellation charges will apply as referred to in clause 7.

#### **17. Delay**

We regret we are not in a position to offer you any assistance in the event of any delays in relation to your arrival to or departure from your holiday destination.

#### **18. UK and French Government Advice**

The UK Foreign and Commonwealth Office publishes regularly updated travel information on its website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) and <https://travelaware.campaign.gov.uk>.

The French Ministere de L'Europe et de Affaires Etrangeres also publishes updated travel information on its website (in English) [www.diplomatie.gouv.fr/en/coming-to-france/coronavirus-advice-for-foreign-nationals-in-france/](http://www.diplomatie.gouv.fr/en/coming-to-france/coronavirus-advice-for-foreign-nationals-in-france/).

You are recommended to consult travel advice before booking and in good time before departure.

#### **19. Website / advertising material accuracy**

The information contained on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen arrangements (including the price) with us at the time of booking.

#### **20. Hot tub, swimming pool, steam room, sauna**

Whilst we maintain these facilities, you must assume responsibility for your own safety. These facilities can be dangerous if used without due care and attention. There will be times when these facilities may not be available due to maintenance and cleaning. Occasionally things go wrong with these facilities. We will use our best endeavours to fix any problems but we are not liable if these facilities are out of use. These facilities will be open strictly for Ski Magic guests, ordinarily between 08h00-20h00.

Hot tub: Children 5 and over must be accompanied by an adult and supervised at all times. Children under 5 years are not allowed in the hot tubs.

Swimming pool: Children under 12 must be accompanied by an adult at all times.

Sauna, steam room: Children under 12 are not permitted to use these facilities.

Instructions for the use of these facilities will be displayed in each chalet, and we cannot stress strongly enough the importance of being aware of and abiding by these instructions.