

## TERMS & CONDITIONS

These terms and conditions together with your Booking Form comprise the agreement between The Boutique Chalet Company and all Guests listed on the Booking Form, on whose behalf the Group Leader has signed. The contract is deemed to have been made as soon as the signed Booking Form is received by The Boutique Chalet Company.

### 1 Agreement

- 1.0 The Group Leader is responsible, on behalf of all members of The Group, for all matters concerning the booking. Thus, he or she will be personally liable for all monies outstanding on the booking.
- 1.1 'The Group' refers to all Guests listed on the Booking Form, including any authorised changes of names – these must be notified in advance of arrival.
- 1.2 If at any time there is a change of Group Leader, The Boutique Chalet Company must be notified in writing by the original Group Leader. A new Booking Form must be signed by the new Group Leader prior to arrival.
- 1.3 By making a booking, the Group Leader agrees on behalf of all listed members of The Group that
  - 1.3.1 He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
  - 1.3.2 He/she consents to our use of information in concordance with our Privacy Policy;
  - 1.3.3 He/she is over 18 years of age;
  - 1.3.4 All information provided by the Group Leader is accurate to the best of his/her knowledge.

### 2 Booking

- 2.0 In order to confirm a booking the Group Leader must complete and sign the Booking Form overleaf and sign the terms and conditions.
- 2.1 Your booking will be confirmed when a deposit of 20% of the total holiday value has been received to secure the booking. The Boutique Chalet Company will issue the Group Leader with a booking confirmation and a receipt for deposit, along with notification of the balance amount and due date.
- 2.2 For winter holidays the balance will be due 8 weeks prior to departure on the date notified to you. If full payment is not made by this date, The Boutique Chalet Company reserves the right to consider the booking as cancelled by you. In which case the charges laid out in 4.2 - Charges & Cancellations will apply. The Boutique Chalet Company will make every effort to contact the client to remind them of payment dates.
- 2.3 For winter holidays bookings made within 8 weeks of departure the full amount will be required to secure the booking.
- 2.4 The Group Leader is responsible for ensuring that all information provided on the Booking Form is accurate. Any incorrect information or changes to information, including special requests such as dietary requirements, should be notified to The Boutique Chalet Company immediately and at all times prior to arrival. Names should be stated exactly as written in the corresponding passport.

### 3 Prices & Payment

- 3.0 Unless otherwise stated the prices quoted for winter holidays are inclusive of the following services: exclusive use of the property and all facilities, breakfast & afternoon tea on 7 days, gourmet dinner on 6 evenings, children's supper 6 evenings (if under 16s notified on Booking Form), carefully selected house wines and champagne reception, complimentary bar (mixers, soft drinks, beer & wine), linen, towels and dressing gowns for use in the property, luxury bathroom products for use in the property, in-resort driving service (subject to additional terms: see 8.0 Driving Service).
- 3.1 Exclusive use bookings are made for the whole property, therefore the price of the holiday will remain the same regardless of number of group members (up to the maximum capacity of the property).
- 3.2 We reserve the right to make additional charges for changes to The Group during a holiday. These include but are not limited to:
  - 3.2.1 Additional room changeover (i.e. for a mid-week guest change): £150 per room
  - 3.2.2 Additional check-in or check-out outside the hours of 08:30 to 10:30 and 16:00 to 22:00 on a day other than the nominated changeover day: £220
  - 3.2.3 Additional evening guests for a drinks reception: from £25 per person
  - 3.2.4 Additional evening guests for an evening meal: from £60 per person
- 3.3 Unless otherwise stated the prices quoted for summer holidays are for bed & breakfast – additional services are available but will be charged at the end of your stay.
- 3.4 Prices do not include additional services not listed in 3.1, such as flights, insurance or those services identified in 10.0 Concierge Services.
- 3.5 All prices stated are in pound sterling and all deposit and balance payments must be made in sterling unless agreed otherwise in advance by The Boutique Chalet Company and the Group Leader.
- 3.6 The Boutique Chalet Company guarantees the price of a holiday as quoted at the time of booking. The right is reserved to increase or decrease the price of unsold holidays at any time. A holiday is only considered sold once a booking deposit is received. In the event of any changes in price to that quoted or stated, you will be notified prior to accepting your booking.
- 3.7 A tourist tax at the relevant rate will be applied to all bookings.
- 3.8 In the case of all catered and self-catered bookings, you may also be asked to pay a security deposit to cover any damage caused to the property. Unless otherwise stated the amount will be £1,000. This will be authorised from a credit card 1 week prior to arrival and cancelled at the latest 1 month after your stay with us, minus any costs incurred. Cancellation may be delayed if the costs of any repair have to be determined.
- 3.9 Payment of deposit and balance may be made by cash, cheque (made payable to The Boutique Chalet Company), bank transfer or by credit card – payments made by credit card will be subject to a 3% transaction charge.
- 3.10 Any additional services purchased from or via The Boutique Chalet Company during the holiday will be invoiced to the Group Leader prior to departure from the property. This will also include any damages incurred – as detailed in clause 5.0. These monies must be paid in full prior to departure.

#### 4 Charges & Cancellations

- 4.0** Any booking may be cancelled at any time but this cancellation may only be made by the Group Leader in writing. The Boutique Chalet Company takes no responsibility for non-receipt of cancellation notifications.
- 4.1** Cancellation charges will be calculated from the date of receipt of the written cancellation notification. The following cancellation fees will become immediately payable to The Boutique Chalet Company upon such cancellation:

Notification given prior to departure date:	Cancellation charge due:
At least 8 weeks	Deposit forfeited
6-8 weeks	40% total booking
4-6 weeks	60% total booking
Less than 4 weeks	100% total booking

- 4.2** Cancellation due to events beyond your control, such as cancelled flights, are subject to the same cancellation charges in 4.2 above. In this instance you would be required to claim against your holiday insurance.
- 4.3** Non-payment of balance by the notified date will constitute cancellation of the booking by you. In which case the charges in 4.2 will apply.
- 4.4** The Boutique Chalet Company may occasionally have to make changes to your booked holiday and in extreme circumstances may have to cancel your holiday. Whilst we make every attempt to avoid this, we reserve the right to do so at any time. If we do make any changes to your holiday we will inform the Group Leader of the alteration as soon as possible. In the event of a holiday cancelled by us, or where there has been a major change that The Group does not accept we will refund all monies paid in full. This clause does not cover events amounting to force majeure – see 4.6 below.
- 4.5** Circumstances beyond our control amounting to force majeure include: war or threat of war, political unrest, adverse weather, Acts of God, epidemics, riots or civil strife, industrial disputes, natural or technical disasters.

#### 5 Damages, Responsibilities & Behaviour

- 5.0** All Guests should behave in such a manner as to not affect or disrupt the enjoyment of other members of The Group, other Guests, the local residents, or have a negative effect on the reputation of The Boutique Chalet Company. This includes excessive noise inside or in the grounds of the property.
- 5.1** Each property has a maximum Guest capacity which must not be exceeded (the maximum capacity of each property is stated on our website). Only those persons listed on the Booking Form are permitted in the property. The Boutique Chalet Company reserves the right to request that any unauthorised persons leave the property and its grounds immediately.
- 5.2** All losses, damages or breakages, wheresoever or howsoever caused, accidental or deliberate will be charged to you and must be paid for in full before departure from the property. This includes removal of items from the property provided for Guest use during the holiday.
- 5.3** Where the amount arising from 5.3 is greater than any security deposit taken, the additional sum must be paid for in full before departure from the property.
- 5.4** Guests are responsible for following the procedure to secure property doors on exit. Guests will be notified of this procedure on arrival at the property. Any Guest not following this procedure will be liable for any property stolen as a result of this negligence.
- 5.5** A safe is available for use by Guests to store valuable items. We accept no responsibility for loss or theft of items not placed in the safe.
- 5.6** Outdoor shoes are not permitted to be worn inside the property at any time. Therefore The Boutique Chalet Company suggests that Guests bring slippers. Damage to flooring as a result of outdoor shoes will be considered as damage.
- 5.7** For health and safety reasons smoking is strictly prohibited inside our properties and the company vehicles. Guests who wish to smoke are requested to do so outside of these areas.
- 5.8** Children are made very welcome at The Boutique Chalet Company, however our properties are not 'child-proof'. Children are required to be supervised at all times whilst in the property and in company vehicles.
- 5.9** Children (all people under the age of 18) are not permitted to be in the property alone without the supervision of an adult.
- 5.10** In the interest of your safety, guests are not permitted to tend the fire's in the properties – the fire's will be maintained by a trained member of staff.
- 5.11** Jacuzzis, Steam Rooms and Saunas – in the interest of hygiene all guests are asked to shower before using these facilities. Children must be supervised at all times when using these facilities. Please do not use these facilities if you:
- 5.11.1** Suffer from heart disease or circulatory problems.
  - 5.11.2** Suffer from an infectious skin disease, sores or wounds.
  - 5.11.3** Are pregnant (or seek medical advice before using the facilities).
  - 5.11.4** Are taking anticoagulants, antihistamines, vasodilators, vasoconstrictors, stimulants, hypnotics, narcotics or tranquilisers or any other medications.
- 5.12** Pets are not allowed in any of our properties, unless previously agreed. Please be aware that most properties will not allow pets.
- 5.13** The Boutique Chalet Company reserve the right to terminate the holiday of any person or group immediately and without compensation or further contractual obligation where there is a breach of Clause 5.

#### 6 Limitation of Liability

- 6.0** The Boutique Chalet Company does not accept any liability wheresoever or howsoever arising, or pay compensation for:
- 6.0.1** Any event which The Boutique Chalet Company could not foresee and amounting to Force Majeure (including: war or threat of war, political unrest, adverse weather, Acts of God, epidemics, riots or civil strife, industrial disputes, natural or technical disasters.)
  - 6.0.2** Any cancellation, loss, delay or costs connected with adverse weather conditions, avalanche, mud slips, snow conditions and the effect any of these may have on travel arrangements, accommodation and activities.
  - 6.0.3** Limitations imposed by resort authorities, ski-lift operators, ski-tuition companies, ski equipment hire operators.
  - 6.0.4** Travel arrangements made by The Group outside of the holiday booking.
  - 6.0.5** Any personal injury or death, wheresoever and howsoever arising caused to any visitor or member of group for the duration of their stay, except in cases resulting from our negligence.
- 6.1** The holiday booking price does not include travel insurance. It is the responsibility of the Group Leader to ensure that all persons in The Group has adequate travel and medical insurance, including winter sports or other specialist cover where necessary. The Boutique Chalet Company reserve the right to request proof that adequate insurance is in place in advance of arrival – failure to provide proof will constitute cancellation of the booking by you. In which case the charges in 4.2 will apply.
- 6.2** The Boutique Chalet Company accept no liability or responsibility for the availability of local services during your stay. It is your responsibility to ensure that local attractions and amenities will be open during your holiday. This includes but is not limited to the opening of the ski area, lifts (in summer and winter), restaurants, pools and other facilities.
- 6.3** The Boutique Chalet Company accepts no responsibility for activities or services arranged on your behalf with a third party operator.

## **7 Transfers/Arrivals & Departures**

- 7.0** On the day of arrival the property will be available for check-in from 4pm. All rooms must be vacated by 10am on the day of departure. For additional check-in's / check-out's during the week please see section 3.2.
- 7.1** For self-drive Guests, there is limited parking available at the property. The Boutique Chalet Company accepts no responsibility for your vehicle and it is parked at your own risk.
- 7.2** For self-drive Guests, it is their own responsibility to ensure their vehicle is suitably equipped for travel including but not limited to suitable tyres, snow-chains and other European safety equipment. The Boutique Chalet Company accepts no responsibility for self-drive journeys, nor any liability in the event that your vehicle becomes immobile due to inadequate equipment.

## **8 Driving Service**

- 8.0** During the Winter Season all of our properties are provided with a driving service operating between 08:30 and 19:30 each day. The level of driving service varies throughout the day. Typically, a dedicated driver is available to each property between the hours of 08:30 and 10:30 each morning and then from 16:00 to 19:30 in the afternoon / evening. From 10:30 to 16:00 each day a shared service is operated, meaning that an on-call driver will be available should you wish to return to the property or be transferred within the resort. During this time one driver / vehicle will serve no more than 3 properties (subject to availability during busy periods we will aim to have more drivers available). To ensure you never have to wait too long we ask that you give the driver at least 20 mins notice (all our drivers are issued with mobile phones so are easy to get hold of throughout the day). Our chalet teams can also help you plan an agreed pick up time / location at the start of the day.
- 8.1** We operate a fleet of high quality minibuses that have been selected for your comfort and safety. Most of our vehicles have 8 passenger seats. Seatbelts must be worn by all passengers when in the vehicle. Please be aware that we can only transport passengers in designated vehicle seats – for instance, it is not possible for children to travel sitting on the laps of adults. As such it may be necessary for the driver to complete two journeys to transport your whole group.
- 8.2** Children must use the appropriate seating aids as specified in French law. This means that all children shorter than aged 12 years and younger, or children shorter than 1.35m may be required to use a booster or child seat. The interpretation of this requirement rests with our driving team and we ask that parents be supportive of this.
- 8.3** Please note that children cannot be transported in our vehicles unless they are accompanied by an adult. In turn, this means our drivers are not able to collect children from lessons unless an adult is present.
- 8.4** In the interest of your safety, drivers can only drop-off and pick-up from designated areas. Please be aware that the main resorts of the Portes du Soleil are busy towns with numerous traffic regulations designed to ensure the safety of road users and pedestrians. To abide by these it may sometimes be necessary for clients to walk a short distance to meet the driver at a suitable location.
- 8.5** Please note that drivers are only able to wait at a specified location for a maximum of 10 mins. In the event a client is late for a scheduled pick-up we ask that the driver is contacted – please note that in extreme circumstances this may require the driver to return at a later time in order to complete other scheduled commitments.
- 8.6** Please be aware that drivers are not based in our properties as they also have other responsibilities within the company. Whilst drivers are always available 'on-call' we ask for at least 20 mins notice of your transport requirements to allow the driver enough time to meet you at your location.
- 8.7** Please note that without specific prior arrangement we're unable to offer a dedicated 'on-demand / chauffeur' service where a driver is located specifically with your group / in your property throughout the day.
- 8.8** The Driving Service operates 'in-resort' which includes locations within the commune that the property is located in which are accessible by open public roads.
- 8.9** Outside of the Driving Service hours any provision of this service will be at the discretion of the local management.
- 8.10** The driving service is subject to fair usage. We ask that guests be organised with regards their transport requirements to prevent unnecessary trips taking place. In the event of excessive usage (upwards of 80km per day including 'empty' journeys) we reserve the right to withdraw the availability of the service or make an additional charge at €1.50 per km.
- 8.11** Additional driving services may be available at additional cost.
- 8.12** The Boutique Chalet Company reserves the right to withdraw this service at any time.

## **9 Complaints**

- 9.0** In the unlikely event that you have a complaint regarding any part of your holiday, please notify chalet staff immediately in order that we can attempt to rectify the problem immediately. If you do not inform us of the issue as soon as is practically possible we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in the property and this may affect your rights under the contract.

## **10 Concierge Services/Third Party Activities**

- 10.0** The Boutique Chalet Company does not accept any liability arising from bookings for extra services provided by third parties. This includes, but is not limited to; equipment rental, lift passes, restaurants and taxis.
- 10.1** Any bookings that The Boutique Chalet Company assist you with for provision of services by third parties are subject to the terms and conditions laid down by the service provider. The Boutique Chalet Company cannot guarantee the quality or standard of any additional services and The Group should address any complaints directly to the provider of that service.

## **11 Passport and Visa**

- 11.0** It is the responsibility of the Group Leader to ensure that all members of The Group have valid passport and visa documentation for the countries you will be visiting. Please be aware that Geneva airport is located in Switzerland, which is not a member of the EEC.
- 11.1** Please also be aware that the Portes du Soleil ski area crosses the borders of France and Switzerland. It is The Group's responsibility to ensure they have suitable documentation when required.

## **12 Law & Jurisdiction**

- 12.0** The contract between us and any matters arising from it will be governed by and construed in accordance with the non-exclusive law and jurisdiction of the courts of England and Wales.