

# Smitten By Snow

## BOOKING CONDITIONS

### Group Leader Responsibilities

- The Guest making the initial booking takes on the responsibility of Party Leader. All booking and subsequent correspondence will take place between *SMITTEN BY SNOW LIMITED* (hereafter known as *SBS*) and the Party Leader. The Party Leader shall be responsible for:
  - Communication of Terms and Conditions to all party members.
  - Ensuring all payments for the whole party are made (however, any individual within the group can make any of the payments).
  - the co-ordination of, booking of, and ensuring payment for any Services (Lift Passes etc.).

### Accommodation Booking Process

- Once notified of a group's intention to book a particular date, *SBS* will check availability, and confirm within (normally) 24 hours. If available, the requested accommodation will be reserved for a further 72hrs to allow the party leader to arrange the required payment to secure the accommodation.
- The holiday is confirmed as booked when *SBS* issues confirmation in writing that the deposit payment has been received.
- The Group Details for each member of the party have to be completed before the balance can be paid or Services can be booked (to allow allocation of discounts, etc).
- The final balance on accommodation must be paid at least 10 weeks before arrival date otherwise *SBS* reserves the right to cancel the booking and cancellation charges will apply (see below).
- In the case of a booking being made within 10 weeks of the arrival date, *SBS* requires the deposit paid, and 7 calendar days are then allowed to pay the balance.
- In the case of bookings made within 2 weeks of arrival, the full balance to be paid immediately, including any Tourist Tax due.
- Payment must be made in full; any bank charges (including those for international transactions) will be the responsibility of the guest.
- Tourist Tax is applied to all guests over the age of 18. Rate is approx 1-3 Euros pp per day, depending on classification of the accommodation. This will be added to the individual's balance and settled in Euros or at the GBP/EUR FX rate at the time of payment.

### Price Guarantee

- *SBS* advertises through several third-party websites; the editing of which it has limited control over, these prices are not contractual. Thus, the definitive price for and availability of accommodation is always as confirmed by *SBS*, irrespective of prices/ offers and availability advertised on third-party websites.
- Once the holiday has been booked, the price is fully guaranteed and will not be subject to any surcharges. However, we do reserve the right to amend our prices at any time before a booking is made. This applies to Accommodation and also individual Services items (Lift Passes etc.).

### Exchange Rates

- Self-Catered Accommodation and Services Items (Lift Passes etc.) are priced in Euros.
- For those paying in £GBP, any Euro figure is converted to £GBPs at the applicable exchange rate at time of payment.
- Thus, guests within the same party booking the same Self-Catering Accommodation - or Services - but on different days with different exchange rates - may pay a different amount in £GBPs, but always the same Euro figure.
- The balance on the accommodation is to be paid in the same currency as the deposit currency.
- The Foreign Exchange website *Travelex* is used as the basis for FX rates. Booking with *SBS* confirms acceptance of these rates for any FX calculations.

### Cancellation / Alteration by Guests

- Cancellation by a guest will only be effective when written notification has been received by *SBS*.
- Any cancellation will be subject to a charge as defined in the table below. These charges are in place to protect *SBS* from any loss in revenue if a cancellation occurs, and to cover the effort of re-selling any accommodation.
- Where a group has booked accommodation, our system splits the balance of the accommodation between all party members. If the number of guests in the party reduces, the total balance still has to be settled, and the balance allocated to the guest cancelling has to be paid by the remainder of the group.
- If any alterations are made to an accommodation booking that results in additional administration by *SBS* - including cancellation - a charge of £10 per guest change will be levied.

Cancellation charges will apply as follows.

Number of weeks before departure	Cancellation charge
10 weeks or more	loss of deposit
10-5 weeks	50% of total cost
5-2 weeks	75% of total cost
2 weeks or less	100% of total cost

### Insurance

It is a condition of booking that all guests must take out an insurance policy to ensure they are covered for the above costs. All policies should cover the entire period of the holiday and take effect at the time of booking to ensure that guests are covered for all cancellation eventualities.

### Changes by SBS

Once booked, it is unlikely that we shall have to make any changes to your holiday but we reserve the right to amend or cancel accommodation or Services bookings. Where we have to make a cancellation, we will reimburse all payments made, and there shall be no further claim against us.

### Catering Services

Depending on availability, *SBS* can arrange catering Services from a number of third-party providers. This ranges from organising third-party catering providers to prepare meals in the accommodation booked, reserving places in a restaurant for a menu service, and the delivery of freshly-prepared or fresh-frozen dishes.

Notwithstanding the **Liability** statement below:

If it is not possible to provide the Catering Service requested, a refund will be made (this may be pro-rata, as required).

It may be that one of the alternatives is available. If so, this may be booked and a separate invoice generated. If it is not possible to book an alternative, *SBS* accepts no liability for the lack of Catering Service beyond the refund of the payment made for the Service.

### In-Accommodation Third-Party Catering

Where this in-accommodation Service has been arranged for the guests, the guests agree to the following:

- Catering Service to include a hot and continental breakfast, an afternoon cake or similar, a evening 2-course meal for children and a 3-course meal for adults. Drinks with the meals are not included.
- Guests provide access to the accommodation by a key or entry code, so that the staff can come in early to prepare breakfast and stay late to clear up after dinner.
- Guests to provide and allow access for the storage of equipment and provisions at the venue.
- Guests will not use any equipment or provisions stored at the venue. Any damage to equipment or loss of provisions will need to be paid for by the guests.

### Self-Catered Chalet-Apartment Accommodation (Chardon Style or Biniou Style)

- Accommodation is of a Chalet-Apartment style, within a larger development of similar accommodation. Access is guaranteed to be available on day of arrival from 17:00, and will be required to be vacated by 10:00 on day of departure.
- On arrival, a deposit (or pre-Authorisation of a bank card) of 500EUR per Chalet-Apartment will be necessary; returned (or cancelled) 10 days after departure if no charges are applied.
- The inventory to be checked. Any concerns to be notified within 24 hrs, else any differences may not be considered as being in place on arrival.

### Departure, Chardon Style

Apartment must be left clean and tidy - to include all dishes washed; all surfaces/ appliances cleaned; floors swept; carpets hoovered; bathrooms cleaned; all food and rubbish removed. It may be possible to arrange end of stay cleaning - this to be booked and charges confirmed at reception on arrival.

### Departure, Biniou Style

- Apartment to be left tidy - to include all dishes washed; all kitchen surfaces cleaned; all food and rubbish removed. It is not necessary to clean the other areas of the Biniou Chalet-Apartments.
- In either case, any accommodation not cleaned to a suitable standard as requested (or where damage or losses have occurred) will result in a charge - against the deposit held if necessary.

### Special Requests

Whilst every effort will be made to satisfy any special requirements and requests (ie specific room or apartment requests, parking places, cots and highchairs, specialist diets etc.) these cannot be guaranteed. Please confirm all requirements at time of booking; we will try our best to meet them.

### Wi-Fi

Any wi-fi system provided is not managed or controlled by *SBS*. There is no optical fibre connection in the village, or indeed, in the valley. The connections are all limited by normal telephone connection lines, and routers are often shared with other units of accommodation. The number of guests accommodated in the village and the peak demand of wifi services outside of skiing time, means that the demand on wifi services is higher than would normally be the case. This means that during periods of high use access to internet may be limited. We will not be liable for any limited access to wifi. If you require a fully accessible internet connection during your stay we advise that you make suitable arrangements with your mobile phone network.

### **Services (Airport Transfers, Lift Passes, Ski Hire, Lessons etc.)**

- Services have to be paid for in a separate transaction from Accommodation payments.
- Availability can be checked - and places held for a short period if necessary - but can only be confirmed once payment has been made.
- Any Services requested, paid for, and subsequently found to be unavailable, will be refunded in full, and there shall be no further claim against us.
- Where a guest becomes injured or unable to ski and there have been any Services paid for that cannot then be used; these will not be refunded, but should be claimed for as part of any insurance claim. Details of any payment made that is required for a claim will be included in the Payments Record section of the online booking.
- For any changes to any Services booked, we reserve the right to charge 10Euros per person to arrange the change.

### **Airport/ Train Station Transfer, Transport Bookings**

- It is essential that we be notified immediately of any disruption to flights, else transfers cannot be guaranteed, and no refund will be possible. Where there is a passenger delay of more than 1 hour, resulting in an extended waiting period, we reserve the right to apply a 60Euros per hour waiting charge.
- Supermarket Stops may be possible, depending on driver schedules. Charges approx €60 per hour, pro-rata.
- Minibuses up to 8 pax have seatbelts and it is possible to attach Baby & Child seats. For larger groups, coaches may be used; there may not be seatbelts fitted (as is sometimes the case in the UK), so it may not be possible to attach Baby & Child seats.
- Where a Transfer has been booked and subsequently cancelled, a cancellation charge will be applied. This may be the full rate of the Service.
- In exceptional cases (ie flight delays, exceptional weather or traffic conditions) it may not be possible to reach the pick-up point, or the destination booked. This may mean an overnight stay in a hotel until the situation changes, and perhaps further transport costs. If this is the case, any additional charges will be the subject of an insurance claim, and there shall be no further claim against us or our Transport Partners.

### **Ski School Bookings**

- Any ski school bookings are not guaranteed until written confirmation is received; and, once confirmed, are non-refundable.
- For peak school holiday periods, Private lessons may have to be booked up to 6 months or more in advance, Group Lessons 3 months or more.
- Ski School bookings do not include equipment hire.
- We aim to accompany guests to the meeting point for lessons on Day1. Due to operational reasons, this may not be possible in every case.
- Tickets for the lessons - and Lift Passes booked as part of a package - will be made available on arrival. In certain cases, they will be issued by the instructor at the meeting point on Day1 of lessons.

### **Lift Pass Bookings**

- All passes booked will be made available for guests on arrival in resort.

### **Equipment Hire Bookings – Price Match Guarantee**

- With our ski-shop partner we offer 30% discount on the in-resort price. Also, a discount of 10% on all purchases (over €10) for those having hired equipment – except in the case of ski boots due to the effort involved in the fitting process.
- In addition, a price match guarantee (for hire) against any other quote you may obtain is offered. This is only available up until equipment is booked and paid for. Any claim for a price match after this point cannot be made, even if offered to other guests within the same party.

### **Communication**

SBS uses various means of communication including email, mobile phones, text and letters.  
The group leader must notify SBS of any changes to any contact details. SBS will not be held responsible for any communication sent to details provided by guests' that are then diverted by guests' Spam Filters or otherwise not received.

### **Quotations and Invoice Errors**

In the unlikely event that there is an error identified in any invoice, you may (or we may) request the difference to be refunded at any time up until one month after departure from the accommodation. This applies to both Accommodation and Services payments.

### **Website Detail**

To keep maintain the accuracy of information, the details on the website will be continually reviewed. It is the guest's responsibility to ensure they check the content of the website on a regular basis to keep up to date with any changes.

### **Comments & Feedback**

When a guest has made comments in our guest books or via email they agree that these comments can be quoted on our website, including limited details of guest name and place of residence. The content of the message may be amended to highlight key points.

### **Liability**

SBS liability lies with the value of the Accommodation or Services provided only. Where there is any reimbursement to be made, (due to cancellation etc.) it shall be to a maximum of the value of the payments received towards the Accommodation or Service at that point in time, and there shall be no further claim against us.

In addition, *SBS accepts* no responsibility for delays, alterations or non-delivery of Services caused by war, riot, civil strife, industrial dispute, terrorism, closure or congestion of airports, ports, train stations or roads, technical problems with transportation, natural and nuclear disaster, fire, adverse weather conditions or similar events beyond the control of SBS. Any additional costs associated with these events cannot be our responsibility, and would need to be the subject of an insurance claim.

### **Conduct**

*SBS accepts* no responsibility for the actions of any guest. SBS shall not be held liable for any claims made against it by a third party as a result of any guest's actions. Guests are expected to behave in a manner that in no way causes damage, distress, danger or annoyance to other guests, any property or any third party. Should any guest fail to do so, SBS reserves the right to cancel the Accommodation or Services provided immediately, without refund. All expenses incurred will be the liability of the guest. Any damages must be paid for in full prior to departure.

### **ACCEPTANCE OF CONDITIONS:**

-- Any Payment made immediately confirms acceptance of these Conditions. The Conditions may be updated between the deposit being paid and the holiday being taken. It is the guest's responsibility to check the conditions at each stage to ensure they accept any changes made.

- By ticking the Acceptance Box online, or making any payment, I am confirming that:

*- I have read the SBS Booking Conditions, and I am familiar with the content of the SBS website and all correspondence describing the Accommodation booked and the Services provided.*

*- I accept the information contained on behalf of myself, all the named group members detailed on the Party Details, and any further persons that I may subsequently include in the group.*

The booking is subject to English law and the exclusive jurisdiction of the English courts.

### **CONTACT DETAILS**

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