





## BOOKING CONDITIONS

The following booking conditions form the basis of your Holiday Contract with Sunski Properties Ltd trading as Chalet Gueret. They set out our respective rights and obligations and you should therefore read them carefully.

**1. Making your booking.** To make your booking, you must complete our booking form. This must be signed by the party leader (who must be at least 18 years of age) on behalf of all persons named on the booking form confirming your acceptance of these booking conditions. The party leader will be responsible for all payments due in respect of the arrangements purchased. The booking form must then be forwarded to us together with a payment of £150 per person. If booking 9 weeks or less before departure the full payment must be made at the time of booking. In addition, it is essential you take out appropriate insurance cover at the time of booking. Once we have received your booking form and all appropriate payments, we will, subject to availability, confirm your holiday by issuing a booking confirmation letter and invoice. This confirmation letter and invoice will be sent to you. The confirmation letter will include any special arrangements we have agreed to provide and forms part of your Holiday Contract. Please check the confirmation letter and invoice carefully as soon as you receive it and raise any queries immediately.

**2. Your contract.** A binding contract between us comes into existence when we dispatch our confirmation letter and invoice to you. This contract and all matters arising out of it are governed by English law. In the unlikely event of any dispute between us, we both agree this will be dealt with by the courts of England and Wales.

**3. Payment.** As mentioned above, a payment of £150 per person must be made before we can confirm your holiday. For bookings made 9 weeks or less before departure, full payment is required at the time of booking. The balance of the holiday price must be received by us not less than 8 weeks prior to departure. After we have dispatched your confirmation/invoice, no further reminders will be sent. If payment is not received in full and on time, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 7 below will be payable. You may pay by cheque (UK bank or building society), sterling bankers draft, or by most credit/charge/debit cards. If any cheque is dishonoured, we reserve the right to charge £15 to cover our administration costs.

**4. Insurance.** You must be adequately insured for your holiday. It is a condition of booking that all clients have insurance which provides comparable or greater cover under all sections to that recommended by us.

**5. The cost of your holiday arrangements.** We reserve the right to increase or decrease the prices of unsold arrangements at any time before your booking is confirmed. You will be given the correct current price of your chosen arrangements at the time of booking. Once your booking has been confirmed, we will guarantee not to surcharge any existing booked arrangements. This guarantee does not cover changes by you which may add to the facilities or services you receive and which may involve additional costs. Costs charged by carriers with whom you have a separate contract - even if arranged by us - may be subject to surcharges.

**6. Changes by you.** Should you wish to make any changes to your arrangements after they have been confirmed, you must advise us in writing. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, the following administration charges will apply:-

Change of outward and/or return date of holiday *Treated as cancellation and re-booking - cancellation charges apply as set out in Clause 7.*

All other changes *£10 per amendment plus any charges imposed by any supplier.*

You may transfer your booking to someone else introduced by you providing you notify us not less than two weeks before departure. However to ensure we treat past clients fairly, we often keep a waiting list for places. If a waiting list exists for the week covered by your booking, you will not be able to transfer it to a person of your choice. Instead, the places will be offered to the next person on the list. Where you are able to transfer your booking to a person of your choice, the above charges must be paid, plus any supplements charged by carriers for alterations to travel arrangements before the transfer can be effected. Please note that many flights may not be transferable, or may attract large charges for changes.

**7. Cancellation by you.** Should you or any member of your party need to cancel your chosen holiday once it has been confirmed, the person who signed the booking form must immediately advise us in writing. Cancellation charges will then be payable as set out below to compensate us for the cost of making your booking and the risk that we may be unable to re-sell your cancelled

arrangements. These charges are calculated from the date written notice of the cancellation is received by us as a percentage of the total price payable excluding insurance premiums and any amendment charges which are non refundable in the event of your cancellation.

Period before departure within which written notification of cancellation is received by us	Cancellation charge
More than 56 days	Deposit
56-42 days	30%
41-28 days	50%
27-14 days	80%
Less than 14 days	100%

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy.

**8. Cancellation by us.** We must reserve the right to cancel your holiday. In the unlikely event of this happening - other than the failure on your part to pay us the final balance on the due date detailed on your confirmation invoice - we will offer you a prompt and full refund.

**9. Force Majeure.** We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by 'force majeure'. In these booking conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

**10. Limitation of Liability.** Where you do not suffer personal injury or death, our liability is limited to the invoiced holiday cost and under no circumstances extends to additional costs incurred in the taking of the holiday such as travel costs or pre-booked ski packs.

**11. Special requests.** If you have a special request, please clearly note it on your booking form or if after booking, make it in writing. A special request will only be binding if we have confirmed in writing that it will be complied with. Therefore, unless we have agreed in writing to provide such a service or facility, failure to meet any special request will not be a breach of contract on our part. If we undertake to pass on requests to suppliers or other service providers (for instance ski schools) we cannot guarantee such requests will be met even if we have confirmed that they have been passed on. If you have any medical problem or disability which may affect your holiday, you must advise us in writing at the time of booking giving full details. If we reasonably feel unable to properly accommodate your particular needs, we must reserve the right to decline your booking, or cancel it when we find out the full details if you fail to provide these at the time of booking.

**12. Services Provided by Third Parties.** Bookings for extra services, such as taxis and ski lessons, made on your behalf by us, are subject to the terms and conditions laid down by the provider of the service and additional terms which may be laid down by us as well as these terms and conditions or similar being applied. We do not warrant the standard or performance of any extra services. You take full responsibility for satisfying yourself as to the quality and the provider's ability to execute services in advance, and will address any grievance about the extra services by approaching the respective provider(s) directly.

**13. Delay.** We regret we are not in a position to assist you in the event of delay at your outward or homeward point of departure. Any airline concerned, may, however, provide refreshments etc.

**14. Behaviour.** When you book a holiday 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 must be made at the time to ourselves or the third party concerned. If you fail to do so, you must indemnify us against any claims (including legal costs) subsequently made against us as a result of your actions. 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 behave in such a way as to cause or to be likely to cause distress, danger or annoyance to any third party (including other clients and staff) or damage to property, we reserve the right to terminate the holiday of the person concerned without notice. In this situation, our responsibilities towards that person (including any return transport arrangements) will immediately cease and we will not be responsible for meeting any costs or expenses they may incur as a result. We will not make any refunds or pay any compensation to the individual involved or to members of his/her party or associates wishing to curtail their holiday as a result.

**15. Passport, visa and health requirements.** Details of passport, visa and health requirements for our holidays applicable to British citizens holding a full British passport are shown under 'Useful Information'. Non British citizens and British citizens not holding a full British passport must consult the relevant Embassy or Consulate. Requirements may change and you should check the up-to-date position with the Passport Office and your doctor in good time before departure. We cannot accept any liability if you are refused entry onto a flight or into any country due to failure on your part to carry the correct passport, visa or other documents required by any airline or authority.