

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

The following booking conditions form the basis of your contract with Ski Magic Limited, 264 High St, Beckenham, Kent, BR3 1DZ, 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 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 you 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 or ski lift passes as required using your ‘mychaletbooking’ account login.

### **2. Payment**

In order to confirm your chosen arrangements, a deposit of 25% of the value of the booking (or full payment if booking within 10 weeks of departure) must be paid at the time of booking.

In addition, for all self-catered chalet bookings, a pre-authorised damage deposit of €1000.00 is required. You will be asked to give authority for this amount at the time of booking, but it will not be charged to your debit or credit card at that time. This will be used as security against any breakages, damage to the property and its contents, and/or any excessive cleaning required at the end of your stay as a result of the chalet being left in an unreasonable and unsatisfactory condition. After inspection of the chalet, the pre-authorisation will be cancelled upon satisfactory checkout or appropriate deduction made.

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.

Once the price of your chosen arrangements has been confirmed at the time of booking, we will only increase the confirmed price where our costs increase as a result of circumstances outside our control, for example an increase in applicable tourist taxes.

If any surcharge is greater than 10% of the total booking cost, clause 8 will apply on the basis the surcharge is a material change. You will be notified of any price increase applied in accordance with this clause together with the justification for and calculation of this not less than 20 days before departure. Any surcharge must be paid with the balance of the booking 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 booking due to contractual and other protection in place.

## **5. Special requests and medical conditions / disabilities / reduced mobility / allergies and special dietary requirements**

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 (where applicable), 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.

The arrangements we offer may not be suitable for people with certain disabilities, medical conditions or significantly reduced mobility. Before you make your booking, please give us full details in writing if you suffer from any medical condition, disability, significant reduction in mobility or significant allergy which may affect your booking (including any which affect the booking process) or have any special requirements as a result. We will assist you in considering the suitability of the arrangements and/or making the booking. We will need to notify our staff and suppliers to ensure that they can meet your needs. You must inform us in writing if there is a material change in your condition, disability, mobility or allergy or if one develops after your booking has been confirmed. If we or our suppliers are unable to properly accommodate the needs of the person(s) concerned, we will unfortunately not be able to confirm your booking or if we did not know at the time and we cannot assist you, we must reserve the right to cancel your booking and apply cancellation charges.

We will advise our staff and suppliers of any allergy information you provide us with. However, you must take appropriate precautions to protect yourself whilst on holiday. Without limitation, it is your responsibility to ensure that any food you are intending to consume does not include anything to which you are allergic at the time you order or purchase this.

## **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 want to 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 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.

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 any amendment charges (which are not refundable in the event of cancellation).

<b>Period before departure within which written notification of cancellation is received by us</b>	<b>Cancellation charge</b>
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.

You and your party should obtain travel insurance for this cancellation risk - see clause 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. If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change.

If we have to make a material change or we have to cancel your original booking, we will, if possible and as soon as reasonably practical, offer you alternative accommodation of similar type and standard in a similar location for the same or similar time of year (although we reserve the right to charge you any difference in price if the alternative is more expensive). If the material change or the alternative accommodation is acceptable you must inform us within 48 hours of being advised of the change/cancellation or proposed alternative accommodation (if later). Otherwise, we are entitled to assume that you wish to accept the change and proceed with your booking or, in the case of cancellation by us, agree to accept a full refund of all monies paid to us. We will not be responsible for any other expenses including without limitation, the cost of flights or any other form of transport.

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 are likely to include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural disaster, adverse weather conditions, fire, flood, outbreak of serious illness, epidemics, pandemics, the effect of the United Kingdom's decision to leave the EU, and all events of a similar nature.

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

- (1) In order to provide your arrangements, we operate catered and self-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 we facilitate the purchase of additional services such as ski hire, ski lift passes, ski lessons, or childcare 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, ski lift providers or childcare 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 of your return 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 acceptance of 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 arrangements 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 direct to the supplier or to us 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 our employees / our supplier's employees 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 cease all use of the services in question including leaving any accommodation. 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, services and general area information**

We may provide you with information (before departure and/or when you are away) about activities, excursions or services which are available in the area you are visiting. We have no involvement in any such activities, excursions or services 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, excursions or services in any way. We cannot accept any liability on any basis in relation to such activities, excursions or services. 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, excursions or services or about the area you are visiting generally or that any particular excursion, activity or service which does not form part of our contract will take place or be available as it is not under our control. If you feel that any of the activities, excursions or services 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, excursions or services 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**

It is your responsibility to meet all applicable entry and other requirements of your destination country (ies) as well as those applicable on your return home. You must ensure that all your travel documents (physical and electronic), including your passport, visas / visa waivers and evidence of any other health related requirement are in order, meet all applicable requirements and are valid for travel. All costs incurred in meeting all requirements applicable to your arrangements must be paid by you. If you attempt to travel without fully complying with all requirements, you are likely to be refused boarding

on your flight or other transport or entry into your destination country. We cannot accept any liability and cancellation charges will apply (as set out in clause 7) if you are refused entry onto any transport or into any country, or decide not to travel, due to failure (or inability) on your part to obtain and carry all required documentation or to otherwise comply with all applicable requirements.

You must check entry and other official requirements for all countries to or through which you are travelling as well as any requirements applicable on your return to your home country, at the time of booking, and in good time before, and close to departure. Requirements may change and travel restrictions may be imposed (which could be at no or very short notice prior to departure). You must also keep up to date with this information while you are away.

British citizens currently require a passport which is issued less than 10 years before the date you enter and which is valid for at least 3 months after the day you plan to leave. 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 can take 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.

During 2025, it is expected that the European Travel Information and Authorisation System (ETIAS) will become effective. In order to travel to or within the Schengen Zone (which includes 25 EU member states), all non-EU passport holders will require an electronic travel authorisation unless you need a visa. An ETIAS travel authorisation is a visa waiver and, once granted, is valid for 3 years or until your passport expires. It can only be applied for online and a fee will be payable unless an exemption applies. An ETIAS travel authorisation will be required regardless of the length of your visit. If you are unable to travel because you have not obtained an ETIAS travel authorisation, cancellation charges will apply. For more information, see [www.etiasvisa.com](http://www.etiasvisa.com)

It is your responsibility to ensure you obtain details and comply with all recommended and required vaccinations, health precautions and other health related measures in good time before departure. Details are available from your GP surgery, local travel clinic and the National Travel Health Network and Centre <http://travelhealthpro.org.uk/>. Vaccination and other health requirements/recommendations are subject to change at any time for any destination, including at short or no notice. Please therefore check with a doctor or clinic or other reliable source of information not less than 6 weeks prior to departure and also closer to departure to ensure that you are aware of and can meet the necessary requirements and have the latest information.

Existing issued EHIC (European Health Insurance Cards) remain valid until they expire even though the UK has left the EU. When your EHIC expires, or if you have not had an EHIC, you can apply for a GHIC (Global Health Insurance Card) providing you are eligible for one. A GHIC provides the same cover as an EHIC. Certain individuals may also be able to apply for a UK issued EHIC. EHIC and GHIC are free to apply for. However, both EHIC and GHIC provide only limited access to healthcare whilst you are outside the UK which also varies from country to country. They also provide no cover in the event that you require medical repatriation to the UK. Neither an EHIC nor a GHIC offer comparable protection to travel insurance and are not a substitute for travel insurance. Accordingly, you must purchase appropriate travel insurance. For more information, visit <https://www.nhs.uk/using-the-nhs/healthcare-abroad/apply-for-a-free-uk-global-health-insurance-card-ghic/>



In the event that you have not received any compulsory vaccination, you may be unable to enter your destination country(ies) or to access certain services and may encounter other difficulties. You will not be entitled to cancel (without payment of cancellation charges) or receive any refund and we will not have any responsibility for any costs or expenses you suffer as a result in any such situation.

It is the responsibility of the person who makes the booking to ensure that all persons travelling are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to obtain and carry all required documentation or to otherwise comply with all applicable requirements. If failure to have any necessary travel or other documents results in fines, surcharges, other financial penalty, costs or expenses being incurred by us, you will be responsible for reimbursing us accordingly. 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, France.

#### **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 to be correct to the best of our knowledge at the time of printing or publication. Every effort is made to ensure the accuracy of the website, other advertising material, quotations and prices at the time of publication/printing or when they are given to you. 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 under 5 years are not allowed in the hot tubs. Children 5 and over must be accompanied by an adult and supervised at all times.

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.