# SNOWBIGDEAL Siret no. 514 002 377 00018 La Plane, Montgaillard, 81630, FRANCE

### 1. Booking your Holiday

a) To secure your booking, you should pay a deposit of 50% of the total for your holiday into the Snowbigdeal account provided on booking, or alternatively a cheque sent to the office.

b) Your booking is accepted by the Company and becomes definite when the Company issues a Confirmation Invoice. If for any reason the Company does not accept your booking, your deposit will be returned. Please check the confirmation letter and invoice carefully as soon as you receive it and raise any queries immediately. A binding contract between us comes into existence when we dispatch our confirmation letter and invoice to you.

### 2. Payment

For bookings made 10 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 10 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. You may pay by bank transfer or cheque.

#### 3. Insurance

It is your responsibility to take out appropriate and adequate insurance. Winter sports holidays carry an element of danger and clients must be covered by an appropriate insurance policy. Details of suitable insurance schemes are available on request. Please ensure you read your insurance policy document as soon as you receive it and take it on holiday. It is your responsibility to ensure the insurance cover you purchase is suitable and adequate for your particular requirements.

### 4. Changes and Cancellation

#### CHANGING THE DATE OF YOUR HOLIDAY

If you wish to change the date of your holiday we will do our best to help, by transferring to another available date. A request to change the date must be made in writing. If we cannot accommodate the proposed change cancellation terms apply.

#### CANCELLATION OF YOUR HOLIDAY

If you cancel your holiday more than 56 days before the arrival date only the deposit will be forfeited. Otherwise the scale of charges applies: Between 30 and 56 Days 50%, Between 15 and 29 Days 75%, less than 15 days 100%.

If a partial cancellation of a group is made we at our sole discretion reserve the right to charge the remaining party up to  $\pm 100$  per person for under occupancy.

# ALL CANCELLATIONS MUST BE MADE IN WRITING AND MUST BE SIGNED BY THE PARTY LEADER

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### 5. 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.

#### 6. Our Responsibilities

We accept responsibility for ensuring that all parts of our contract with you are properly performed subject to the following exceptions. We cannot accept liability where any failure to perform or improper performance was due to:

1. the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or

**2.** those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or

**3.** an event which either ourselves or the supplier of the services in question could not have foreseen or forestalled even with all due care.

**4.** ACTIVITIES WITH SNOWBIGDEAL- if you carry out any activities with a member of Snowbigdeal, the Company cannot take any responsibility for injuries howsoever caused. At all times clients must use their own judgements based on their abilities, and all activities are at their own risk.

In all cases except where personal injury, illness, death, loss and/or damage to and/or of luggage or personal possessions (including money) results or a lower limitation applies, our maximum liability is however limited to twice the price (excluding insurance premiums and amendments charges) paid by or on behalf of the person(s) affected in total. In the case of loss and/or damage to and/or of luggage or personal possessions (including money), our liability is limited to £25 per person as you are assumed to have taken out adequate insurance at the time of booking. Where any claim or part of a claim concerns or is based on any travel arrangements made by us which are provided by any air, sea, rail or road carrier, or any stay in a hotel, the maximum we will have to pay you in respect of that claim or part of the claim if we are found liable to you on any basis, is the maximum which would be payable by the carrier or the hotel keeper concerned under the applicable international convention (eg Warsaw Convention or Athens Convention) in that situation. You must give credit for all payments due or received from any carrier or hotel keeper which in any way relate to the claim in question.

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## 7. Complaints

We will make every effort to ensure you are satisfied with your stay in Chalet Ia Cognee. However we recognise that problems do sometimes arise. If you have a complaint please tell your host immediately. If the complaint cannot be resolved to your satisfaction in resort, please put any outstanding issues to us in writing which we will endeavour to respond to after proper consideration.

### 8. Third Party Services

Please note that all services are provided subject to the conditions of the relevant supplier. Some of these conditions may limit or exclude the supplier's liability to you, usually in accordance with the appropriate international conventions. Copies of the conditions which affect you are available on request.

# 9. Conduct

We reserve the right to refuse accommodation or end your occupancy earlier than your departure date if you or your group's conduct is adversely affecting our other guests or in our view is in any way inappropriate. We will incur no liability or accept any responsibility for any extra costs incurred by such persons as a result of their exclusion from our premises.

## 10. Accommodation

Numbers of people in the accommodation are limited to those on the booking form. Subletting, sharing, or assignment is prohibited. We reserve the right to take a damage deposit in the chalet. This will be held against damage or theft and will be returned at the end of the holiday less any sums claimed with respect to damage or other loss incurred by us as the accommodation owner.