

# HOST SAVOIE LIMITED

## CONDITIONS OF BOOKING (Effective 16<sup>th</sup> May 2023)

The following booking conditions form the basis of your holiday contract with Host Savoie. They set out our respective rights and obligations and you should therefore read them carefully. No contract exists between Host Savoie and you the customer until deposits are received and successfully processed. At this point a binding contract exists between us and all matters arising are governed by English law. In the unlikely event of any dispute between us, we both agree that this will be dealt with by the courts of England and Wales.

Host Savoie Ltd is registered in England and Wales at 38 Brickfield Street, Machynlleth, Powys, SY208BS, United Kingdom. The company was incorporated on 22<sup>nd</sup> May 2005 as Private Limited Company 05459524. 'The Ski Gathering' is a trading name of Host Savoie Ltd and guests on holidays marketed under the banner of 'The Ski Gathering' must also agree to these same booking conditions.

The holiday 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. Our obligations to you will vary depending upon whether we act as a "Principal" (for example in the sale of our own accommodation) or as an "Agent" (when booking you in to third party accommodation or helping you to arrange airport transfers for example). Where we are acting as an agent our liability to you will be reduced, as set out in section 12 of this document. Should you be in any doubt as to the distinction between principal and agent bookings it is imperative that you contact us prior to submitting your booking form and paying your deposit.

### 1. GENERAL CONDITIONS

The cost of your accommodation does not include airport transfers, lift passes, ski hire, ski lessons, ski insurance, or lunch on catered / half board holidays, unless specifically stated as part of a promotional price. Your accommodation will be available by 4pm on your arrival date and must be vacated by 10am on your departure date. We will, however, do our best to accommodate your wishes in terms of providing facilities for baggage storage on the day of departure.

### 2. ACCURACY OF INFORMATION AND PRICES

We reserve the right to increase or decrease the prices published on the internet or in brochures at any time. We do however guarantee that once we have confirmed your booking the price is fixed unless you wish to amend the booking. We strive to ensure accuracy of descriptions shown however we are not always able to control all the components of the holiday arrangements and it is possible that an advertised facility may be withdrawn or changed.

### 3. DEPOSITS AND CONFIRMATION

Bookings can only be made by a party leader over the age of 18 and in signing the booking form he/she confirms that they have the authority to act on behalf of the group. A signature on our booking form or the submission of a digital booking form signifies an acceptance of these terms and conditions by all group members. Having made a provisional booking via e-mail or telephone we will issue a booking form and a copy of these booking conditions. The accommodation will be held for 7 days, within which time we must receive the signed form with a deposit of £150 for each member of the party for catered chalet or hotel bookings (or 25% of the total for self-catered bookings). **Please note that this deposit is non-refundable.** If the holiday is booked less than 8 weeks from the arrival date, then the full cost of the holiday is required when booking. Please read all correspondence carefully as it is your responsibility to inform us as soon as possible of any discrepancies.

### 4. BALANCE PAYMENTS

Accommodation balances are to be paid at least 8 weeks prior to your arrival and an invoice will be issued by us in advance of the payment date. For bookings within the 8 week period an invoice will be issued for the full amount at the time of booking. The last date for payment will be shown on your invoice. If the balance remains unpaid after the quoted date, we reserve the right to cancel your booking and levy the cancellation charges as shown in section 6 below.

### 5. HOLIDAY EXTRAS

Once your booking is confirmed you will be issued with login details to our booking management portal. On this system you will be able to reserve any holiday extras that are bookable through us. Bookings will be made on your behalf on the basis of the information you supply (e.g flight times for airport transfers) and if the information supplied is incorrect you will be billed for any charges incurred by Host Savoie Ltd. Holiday extras that are booked through us (e.g. airport transfers, ski passes) are priced in Sterling and you will be billed for these prior to your departure. Payment for holiday extras is required prior to your arrival in resort and as of 2021 we no longer accept cash for these.

### 6. CANCELLATION / AMMENDMENTS BY YOU

If you wish to change your booking we will do our best to accommodate you, but we cannot guarantee we will be able to do so. If you or a member of your party is unable to come on holiday then it may be possible for you to transfer the booking to another person as long as you give us advance notice and that the booking remains exactly the same. If you decide to cancel your holiday, the party leader must let us know immediately in writing. The date of cancellation will be deemed to be the date on which we receive the cancellation letter or email. 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 arrangement.

<i>Number of weeks before arrival</i>	<i>Cancellation charge</i>
8 or more	Deposit only
8 – 6	50%
6 – 4	75%
4 or less	100%

## **7. CANCELLATION / AMMENDMENTS BY US**

In exceptional circumstances it may be necessary for us to cancel a confirmed holiday. We must reserve the right to do so. If we do so you will receive a full refund of all the monies paid. We accept no legal liability and will pay no compensation. We may occasionally have to make minor amendments to our advertised holidays and reserve the right to do so. If we have to significantly change your holiday as booked we will let you know as soon as possible. We will make every effort to provide you with a similar holiday, however if this change does not suit you, we will refund all amounts you have paid to us. No compensation will be paid.

## **8. FORCE MAJEURE**

Very rarely our performance of our contractual obligations (or that of any third party suppliers with whom we have acted as your agent) may be prevented or affected by events that could not, even with all due care, have been foreseen or avoided. In this very unusual situation we regret we cannot pay any refunds, meet any cost or expenses you may incur as a result, or pay any compensation. For clarity the term 'Force Majeure' is used in such situations and refers to (but is not limited to) acts of war or threat of war, political unrest, terrorist activities, adverse weather conditions, volcanic ash clouds, strikes, acts of God, epidemics, pandemics, riots, civil strife, industrial disputes, terrorist activity, natural or technical disasters, nuclear war and/or similar events or extraordinary circumstances out of our control (or that of the relevant supplier).

As of the July 2021 revision to our booking conditions we specifically no longer class Covid-19 as an act of force majeure. It is a known issue, and we are not legally obliged to accept liability or issue refunds / credit notes should you be unable to travel as a result of Covid-19 and we remain open for business. The Peace of Mind Pledge that was in force for winter 2021/22 expired in April 2022. See sections 23 - 25 of these terms for the details of our current Covid-19 specific policy.

## **9. INSURANCE**

We hold buildings and contents insurance through MMA France for our chalets as well as Tour Operators Combined Liability underwritten by First Underwriting. You may request to see a copy of these insurance certificates at any time.

It is a condition of your contract with us that you and your party obtain suitable Travel and Winter Sports Insurance, from a reputable provider, which must at least include cover for emergency medical expenses including, amongst other costs; mountain rescue, ambulance charges and repatriation. Your insurance must also provide cover for the cancellation or curtailment of your trip, personal liability (to include, amongst other liabilities, damage caused by your negligence to your holiday property), travel delays, and cover for the relevant activities in which you wish to participate (paying particular attention to off-piste skiing with or without a guide).

The party leader must ensure that, in the event of forced closure of the accommodation and/or resort, each member of the group has travel insurance to cover loss of holiday costs due to unforeseen circumstances described in section '8. Force Majeure'. You should also pay particular attention to conditions relating specifically to COVID-19 and ensure that your insurance will cover you for losses relating to any member of the party being unable to travel due to Covid-19 illness / self-isolation, or in fact requiring medical attention and/or additional accommodation whilst on holiday as a result of a positive Covid-19 diagnosis. You should also ensure that your insurance policy covers you for travelling against government advice where our ability to fulfil the contract is unaffected. In the event that you fail to obtain suitable insurance we shall not be liable for any costs incurred or claims made against us due to your failure to comply with this term.

## **10. OUR LIABILITY TO YOU**

We accept responsibility for ensuring that all parts of our contract with you are properly performed except where any failure to perform or improper performance was due to: (i) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or (ii) those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or (iii) an event which either ourselves or the supplier of the services in question could not have foreseen or forestalled even with all due care. We specifically do not accept liability or pay refunds for (a) financial loss or damage to your property unless directly caused by the negligence of our company, (b) flights missed in the event of unforeseen circumstances such as adverse weather or traffic congestion, (c) any temporary defect or stoppage in the supply of public services to the holiday property, (d) loss, damage, injury or death where so ever or however arising, (e) limitations imposed by resort authorities (including but not limited to the closure of the ski lifts and slopes) and (f) events classed as Force Majeure as previously described. Our liability to you or any member of your group will under no circumstances exceed the total amount paid for the individual holiday and no employee, representative, agent or officer of Host Savoie shall be authorised to commit the company to any admission of liability whatsoever. Admissions of liability and offers of financial recompense shall only be valid if made in writing by one of the directors of Host Savoie.

## **11. SPECIFIC TERMS FOR SELF-CATERED ACCOMMODATION**

Details of a valid credit card may be taken as security against damage, loss, breakage or additional cleaning charges to the property. These details will be kept for the duration of your stay and for 7 days following your departure. By agreeing to these booking conditions you are agreeing to allow Host Savoie Ltd to charge that card in Euros or Sterling if required and an itemised receipt for all additional charges will be provided. Although a light final clean is included in our prices, we reserve the right to take additional payments of up to €250 from the aforementioned card to cover extra cleaning costs if you leave the property in an unacceptable condition. Prior to your departure we would expect that you remove all rubbish and recycling, remove all leftover food from cupboards and fridge, strip the beds and leave all dirty linen and towels in one place, the dishwasher should be either on or empty and communal areas should be swept or vacuumed. Please ensure that you do not use abrasive cloths or cleaning products on polished or metal surfaces. If you lose any keys to the property the cost of replacements will be charged to your card along with an administration fee of €25.

## **12. AGENCY BOOKINGS AND THIRD PARTY SUPPLIERS**

Host Savoie acts as a 'Principal' in the sale of holiday chalets and apartments in Morzine that are directly controlled and operated by Host Savoie and members of our staff. Any additional services which make up your holiday are provided by independent third-party suppliers, and for these services it is understood that Host Savoie acts as an agent in order to place your booking with the supplier. In doing so we enter you in to a contract with the relevant supplier to provide services in accordance with their own terms and conditions (which will subsequently form part of your contract with us). Some of these conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant terms and conditions are available on request from ourselves or the supplier concerned, and we strongly suggest that you read these prior to confirming your booking.

Examples of bookings made in the capacity of an 'Agent' include (but are not limited to) airport transfers, equipment hire, lift passes, instruction / guiding, childcare, massage or beauty treatments, restaurant bookings and any other reservations made at your request. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions and providing information about the arrangements in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to the amount paid for the booking

(or the appropriate proportion of this if not everyone on the booking is affected).

Please note that, as well as acting as principal for holidays to our own Morzine accommodation (specifically Chalet Chery des Meuniers, Chalet Clovis, Chalet Le Vionnet and Chez Claude), Host Savoie also acts as an agent for other accommodation providers (including, but not limited to, hotels in Les Houches, Zell am See and Zermatt and additional Morzine properties not specifically named above). These are advertised on our website for ad-hoc bookings and some are used for tours operated under the banner of 'The Ski Gathering'. We will take all reasonable care in making arrangements for holidays to these properties but accept liability only for the provision of services required for the performance of the contract and that such services shall fairly reflect the advertised holiday. In the event of any problems or disputes relating to a holiday or service for which we have acted as an agent you agree to make every effort to resolve any problems directly with the supplier.

### **13. FINANCIAL PROTECTION**

The holiday 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. Our previous financial failure insurance scheme was in place for the convenience of our customers rather than in compliance with the aforementioned regulations. All bookings made before 30<sup>th</sup> September 2021 were covered by a scheme arranged by Towergate Travel and underwritten by Zurich Insurance PLC. In the event of a claim you can contact Towergate Travel on +44(0)1932334140 or tcs@towergate.co.uk .

During the Covid-19 pandemic many insurers dropped out of the market for travel operator financial failure insurance, to the point where a renewal or replacement of our policy became impossible. For new bookings from 1<sup>st</sup> October 2021 onwards we therefore do not provide this form of insurance.

### **14. YOUR LIABILITY**

Whilst on holiday we require that you behave in a manner that does not threaten the condition of the accommodation or disturb the enjoyment of the other guests. We reserve the right to recover from our customers the cost of breakages and damage to accommodation caused with or without intent by that customer. Full payment for any such damage or loss must be made at the time to ourselves or any third party concerned. If you fail to do so, you must indemnify us against any claims (including legal costs) made against us as a result of your actions. If your behaviour or that of any member of your party seriously impairs the enjoyment of the other guests, or behave in a manner that damages the reputation of Host Savoie Ltd, we reserve the right to refuse to further accommodate any guilty party. In this situation, our contractual responsibilities 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(s) involved or to members of his/her party wishing to curtail their holiday as a result.

### **15. COMPLAINTS**

In the event that you have a complaint then this should be reported to the directors of Host Savoie Ltd immediately and we will endeavour to resolve the problem at once. Our staff in resort are not authorised to promise any refund with respect to a client's complaint. If you are not satisfied with the way your complaint has been handled, you have 28 days from the end of the holiday in which to write to us with full details. We cannot accept any liability in respect of any complaint which is not notified entirely in accordance with this clause.

### **16. GIFT VOUCHERS**

Where gift vouchers are purchased they will clearly state their date of validity (normally a minimum of 24 months from purchase) and for what they can be redeemed. Upon deciding to redeem a gift voucher we still require a booking form to be completed and for all party members to agree to these conditions of booking. Gift vouchers may be transferred, and their date of validity can be extended in some circumstances and with written agreement. They cannot be refunded under any circumstances or converted to a monetary value to be used against any other purchases. Gift vouchers must not be sold for profit and in such an event they will become null and void. We reserve the right to cancel a gift voucher and issue a refund of the amount paid in exceptional circumstances.

### **17. DISABILITY**

We welcome all customers including those with disabilities and we will endeavour to meet individual needs. However, in order to assist, we must be advised at time of booking of any disability and special requirements. Special facilities can be requested but may not be guaranteed. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

### **18. PASSPORT, VISA AND ESSENTIAL TRAVEL ADVICE**

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your holiday. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up-to-date position in good time before departure. We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur because of your failure to comply with any passport, visa, immigration requirements or health formalities.

### **19. TRANSPORT**

Unless specifically stated our holidays are sold without provision of transport in resort. Airport transfers booked through Host Savoie Ltd are subject to the conditions of section 12 above in that they will be provided by third party suppliers. Due to the strict cancellation and amendment conditions operated by our suppliers we will have to pass on all costs incurred when changes or cancellations are requested with fewer than 7 days' notice.

### **20. ACCOMPANIED SKIING**

We have had to withdraw this service in order to comply with regulations. At such time as it becomes legal to offer a free accompanied skiing service we will endeavour to do so. Host Savoie Ltd personnel are not qualified ski guides and cannot be held responsible for any accidents or injury however caused. At all times you must assess your own abilities and understand that you ski / board at your own risk.

### **21. DATA PROTECTION**

In agreeing to these booking conditions, you acknowledge that we will collect personal information which is relevant to your holiday, including items related to diet or health. These may be passed on to third party suppliers to enable them to deliver the service required. We will not pass on this information for any purpose other than in the provision of your holiday. We have a separate privacy policy that can be viewed at any time via our website.

## **22. TAXES**

The price of your accommodation includes local tourist taxes that are levied on a 'per adult, per night' basis unless specifically stated. Our VAT liability is calculated at the end of the financial year on a flat-rate scheme and it is therefore not possible to show VAT totals on individual invoices.

## **23. COVID-19 PEACE OF MIND PLEDGE – WINTER 2021/22**

This policy is not applicable to any bookings with a start date from 1<sup>st</sup> May 2022 onwards. Our payment dates and cancellation terms have reverted to normal, as per sections 4 and 6 of these terms. However, in order to reassure guests we make the following specific commitments in relation to the Covid-19 pandemic:

- If any member(s) of a booking are unable to attend the booked holiday for Covid-19 related reasons we will allow replacement guests to take their place(s) without any administration charges.
- If we or our accommodation partners are prevented by law from operating (i.e. we are unable to fulfil the holiday contract) we commit to refunding you in full (including your deposit) within 7 days of the planned start date of the holiday.
- If you are forced to cancel your holiday but we are able to re-sell it we will never seek to profit from such circumstances and you will be refunded the full amount that we have managed to recover (up to the total paid for your original booking).
- When acting as an agent we will refund all monies recovered from the supplier(s) in question without administration fees.

For the avoidance of doubt, we no longer offer refunds or credit notes when resort facilities such as ski lifts are closed but our accommodation is legally allowed to remain open for business. Likewise, any FCDO advice against non-essential travel is also understood to have no impact on our ability to fulfil the terms of your holiday contract. There are several insurance policies on the market now that cover various Covid-19 related cancellation scenarios, and you should purchase insurance on the same day as booking your holiday to benefit from the cancellation cover of your chosen policy. Please refer to section 9 of these terms for the insurance required for all bookings.

In any situation whereby guests fail (or choose not to) comply with travel requirements for entry to host countries (including countries accessed for the purpose of cross border transfers) or their home countries it is understood that the ability of Host Savoie to fulfil the holiday contract is unaffected.

We accept no liability to provide accommodation beyond the contracted dates of your holiday, and if we are able to do so you acknowledge that additional accommodation will be payable. In the unfortunate event that a holiday is cut short by Covid-19 we will be unable to offer partial refunds or compensation.

## **24. COVID-19 HYGIENE POLICY**

All guests will be expected to read and comply with any separate Covid-19 policy prior to travelling should such a policy be in place at the time of the holiday. Any such policy is intended to ensure the safety of guests and staff, maximise your enjoyment of your holiday and minimise the risks associated with the Covid-19 pandemic. All special measures implemented will be proportional, reasonable and in-line with government and local authority laws and guidance. All parties acknowledge that any changes to service and facilities implemented under the Covid-19 policy will be classed as minor amendments to your holiday under section 7 of these terms and that such changes do not warrant the option of a refund.

## **25. COVID-19 HEALTH PASS**

All Host Savoie staff will comply with any sanitary / health pass rules that are in place at all times. At the time of your holiday if staff are required to hold a valid health pass, obtained through vaccination or regular testing, they will do so and Host Savoie recognises its legal obligation to ensure this. Where your holiday is operated by a third party accommodation provider and for all ancillary services booked with third party suppliers it is the responsibility of said suppliers to ensure staff compliance. We require all guests to adhere to any health pass laws that are in place at the time of their holiday and will monitor documentation and keep records as requested by the authorities. Again, all third party suppliers will be responsible for their own collection and storage of health pass data. The decision of any individual guest to not comply with any prevailing health pass laws is understood to be a voluntary one and under no circumstances can such a decision be the basis of a request for a refund.

## **26. FIND MY PERFECT SKI HOLIDAY SERVICE**

Since May 2023 we have advertised the above service and to fulfil requests we will be acting as the disclosed agent of Snow Broker Limited (Registered in England & Wales, Company Number 14302545). Snow Broker acts as the Principal, complies with Package Travel Regulations, and a current Agency Agreement is in place. Anyone booking a holiday via this service (party leaders and their group members) understands that the liability of Host Savoie is limited as per paragraph 12 "Agency Bookings and Third-Party Suppliers". In addition to this you understand that quotes will include non-refundable deposit, balance and cancellation terms that may differ from paragraphs 3, 4 and 6 above due to the disparity between different providers. These will be clearly outlined on any holiday options presented to you and should you wish to see the booking conditions of Snow Broker they are available at any time upon request. For the avoidance of doubt this paragraph is not applicable to regular bookings through the Host Savoie or The Ski Gathering websites, and only to customers for whom we have offered to source an alternative holiday through Snow Broker.