

# THE BOUTIQUE CHALET COMPANY

## TERMS & CONDITIONS

These Booking Conditions, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with The Boutique Chalet Company Ltd, Registered Office: 31 Bathwick Street, Bath, BA2 6NZ ("The Boutique Chalet Company", "we" or "us"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "the client", "guest", "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- he/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- he/she consents to our use of information in accordance with our Privacy Policy;
- he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

We offer accommodation and other services such that are available to be purchased separately in resort. In other words, you may decide to just purchase accommodation from us or you may decide to purchase accommodation and a transfer, equipment etc. Whatever you decide, we will treat each element as a separate booking so that the price charged in total for the booking of more than one element will always equal the prices charged separately for each individual element. To help you to identify which element you would like to book, prices on our website are listed by element and each element of the booking is available to buy separately at the same price as it would be if more than one element is booked. This means that any multiple bookings do not constitute a package as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992.

Please Note: Our obligations to you will vary depending upon whether we act as a Principal (in the sale of accommodation) or as an Agent (to help you to arrange transfers or ski-guides for example). Where we are acting only as an agent our liability to you will be reduced, as set out below.

## **1. BOOKING A HOLIDAY**

A holiday booking is made when you:

- complete and sign our Booking Form - be that in ink or electronically - and return it, or;
- where you accept to enter into contract with us through our online platform, and in either case once;
- we receive cleared funds for the full value of your deposit as stated on your booking information.

On receipt of this we will forward a booking confirmation to you or you will have access to a booking summary if you are using our online platform. The deposit payment is non-refundable..

On receipt of your booking confirmation please check it carefully and report any incorrect or incomplete information to us immediately. Please ensure that all names detailed are exactly as stated in the relevant passport.

If you have paid a deposit, you must pay the full balance by the balance due date notified to you (typically eight weeks before your holiday). If full payment is not received by the balance due date we reserve the right to cancel your booking in accordance with the relevant clause below.

All correspondence to The Boutique Chalet Company is to be addressed to: The Boutique Chalet Company, 31 Bathwick Street, Bath, BA2 6NZ, UK.

## **2. ACCURACY OF DESCRIPTION**

We endeavour to ensure that all of the information and prices displayed on our website are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

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. PRICING**

The price of your holiday will be confirmed on booking. When you have booked and paid your deposit (or the full amount if you book within eight weeks of departure), the price of your booking as shown on your confirmation invoice is guaranteed unless you elect to change the confirmed booking, and also in situations as defined in 'Surcharges'..

## **4. SURCHARGES**

In rare circumstances, we reserve the right to levy a surcharge after the confirmation of your booking in accordance with industry standard guidelines. However, we guarantee that no such surcharge would be applied within 30 days of your Departure Date.

A surcharge would only occur as a result of cost changes arising from government action such as changes in VAT or any other government imposed changes; and to changes in the currency exchange used to calculate your arrangements any or all of which may result in a variation of the price of your arrangements.

In the event that we require to levy such a surcharge, we will absorb and you will not be charged for any increase equivalent to 2% of the price of your holiday, which excludes insurance premiums, additional service and any administration charges. You would, however, be charged for increases over and above that amount. If this means that you have to pay an increase of more than 10% of the price of your holiday, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid (with the exception on monies taken on behalf of third parties where their own terms apply).

Should you decide to cancel your holiday pursuant to the above condition, you must exercise your right to do so within 14 days from the date printed on the written notice of surcharge that we send.

## 5. TOURIST TAX

Tourist Taxes will be payable by the client within resort at the end of their stay. The tax is mandated by the local resort and is typically based on the number of adults, children, the rating of the property and the governing resort. Typically this is a nominal sum that is between 2.50 and 3.50 EUR per person per night though further discounts are sometimes available for family groups.

## 6. PAYMENT TERMS

All booking agreements are made in EUR. A 20% deposit is due at the time of booking to confirm a reservation. The balance is due eight weeks prior to arrival. Booking Costs / Accommodation balances are payable by Bank Transfer, Debit or Credit Card. Remittance details for Bank Transfers are available on request. Expenses / Additional Services balances are payable in EUR by Cash or Card.

There are no processing charges for customers based / using cards registered in the UK or EU, however, we reserve the right to levy a surcharge for card payments made from cards registered in other international destinations. In this case, we promise that the surcharge will be no more than the actual increased cost of processing the payment method as is charged to us by our bank or merchant. Whilst we reserve the right to vary this amount accordingly, this is typically 1.5%.

Notes:

1. *For all payments by bank transfer the customer is liable for all bank charges arising from the transfer, this includes charges levied by our bank if you make payment in a foreign currency. Only the credited amount will be credited to your account.*

## 7. STERLING PAYMENTS

If clients wish to pay a balance in GBP then we are able to offer two options:

One Time Payment - if you wish to make a one time payment then we will advise you of an exchange rate which shall be applicable for 72 hours only. Payment must be received by us within 72 hours otherwise we reserve the right to re-value the rate. In this instance, the payment amount may be worth less than initially indicated if the rate moves against you.

Fixed Contract - if you wish to fix the entirety of the Accommodation / Booking Cost in GBP then we can offer this service at a 1.5% surcharge of the total balance. If you choose this option the exchange rate will be set at the time of confirmation by us and will remain valid for the duration of the booking period. All Accommodation / Booking Cost payments shall then be made in GBP.

Notes:

1. *All other Expenses / Additional Services associated with your booking - for example but not limited to ski instruction, lift passes and transfers - can only be paid for in EUR and are payable in EUR by Cash or Card - no processing charges apply.*

## 8. SECURITY DEPOSIT

A security deposit is required upon check-in which shall not be less than the amount shown below (and may be up to 20% of the accommodation cost) plus any outstanding amount owing for additional resort services (for example lift passes or equipment hire). This amount shall be blocked as a card pre-authorisation, no funds will be taken at this time. Blocked funds will be released within 48 hours of check-out less any outstanding amounts owed - this period may be extended in the event of any damage which requires further investigation or repair.

2000 EUR for properties with 4 or less bedrooms on a Self-Catered package  
4000 EUR for Exclusive Use Bookings  
5000 EUR for Corporate or Single-Sex Groups  
1000 EUR per room for Room-by-Room Reservations

## 9. CHALET CAPACITY

The nominal capacity is considered the normal recommended occupancy of the chalet. This is made up of a primary capacity - which is typically no more than two people per room in regular fixed beds - plus a secondary capacity - which is still a fixed bed but often in a space or room configuration more suited to children. The prices quoted are for an occupancy up to the nominal capacity - further additional beds may be possible but a surcharge will apply. In all cases the maximum capacity of a chalet will always be determined by the relevant health and safety law - for most chalets this shall limit the capacity to 14 persons.

## 10. ADDITIONAL BEDS (over nominal capacity)

Additional beds are subject to the suitability of the request being approved by the operator - limits and room restrictions shall apply on a chalet-by-chalet basis for safety reasons. Where an additional bed is possible it shall be charged at a fixed rate of 500 EUR per week during a catered stay or 200 EUR per week during a self-catered stay.

## 11. COTS

Where the stated nominal capacity is exceeded a cot charge will apply if a cot is required. This shall be charged at a flat rate of 150 EUR per week and includes a cot, bedding and infant room facilities (changing mat, baby bath, nappy bin, bottle sterilizer, bottle warmer). Cots are only available for children under the age of 3 - older children will be required to pay the additional bed rate.

If the total number of guests (including the infant) is within the stated nominal capacity then no charge will apply.

## 12. ADDITIONAL DAY GUESTS

For guests staying on Catered packages additional guest charges will apply where a guest not staying in the chalet is invited for any food or beverage service. The following charges shall apply regardless of the actual duration or consumption.

	<i>Adults</i>	<i>Children (&lt;16yrs)</i>
Breakfast	15 EUR per adult	10 EUR per child
Afternoon Tea	10 EUR per adult	10 EUR per child
Canapes & Pre Dinner Drinks	20 EUR per adult	5 EUR per child
Dinner (inc. Canapes & Drinks)	60 EUR per person	20 EUR per child
Special Events and Celebrations	Priced on Request	

## 13. LINEN, TOWEL, ROOM AND CHALET CHANGES

Where additional linen, towel or room changes are requested the following tariff shall apply. As standard, linen is changed weekly in all our properties. Towels are changed twice weekly with our Catered or Luxury Self Catered packages and weekly with our standard Self Catered package.

Linen Only	60 EUR per room
Towel Change Only	30 EUR per room
Bathroom Product Replenishment <i>(Soap, Body Wash, Body Lotion, Shampoo, Conditioner)</i>	15 EUR per room

Please note that if a room is to be changed over for different guests then the full room change charge will apply to cover additional cleaning and restocking costs. In addition, if more than 3 rooms are changed then the chalet changeover surcharge will also apply so that the chalet can be suitably presented for the new guests.

Room Change <i>(includes linen, towels and products)</i>	135 EUR per room
Chalet Changeover Surcharge <i>(applicable when 3 or more rooms are being changed)</i>	500 EUR per property

#### **14. LAUNDRY**

A laundry service is available to guests staying on Catered or Luxury Self Catered packages. Laundry bags are provided and the costs quoted are for these only. Unfortunately we are not able to offer a laundry service for guests staying on standard self catered packages.

Wash & Tumble Dry	10 EUR per bag
Press	15 EUR per bag laundered
Dry Cleaning	10 EUR plus actual cost

#### **15. SELF-CATERED SERVICES**

For guests staying on a self catered package the following charges may apply where additional service is requested.

Grocery Shop	35 EUR or 10% bill whichever is greater
Breakfast delivery of fresh breads and pastries	5 EUR per person per day (min 25 EUR per day)
Additional Concierge	55 EUR per hour (billed in 15 min increments)
Additional Housekeeping	27 EUR per hour (billed hourly)

## **16. AMENDMENTS BY YOU**

If you wish to make alterations to your booking after the contract is formed we will seek to accommodate your request, where it is reasonable to do so. Such changes are at the sole discretion of The Boutique Chalet Company. Amendments must be confirmed in writing, signed by you or any authorised member of your group. They will come into effect on the day they are confirmed by The Boutique Chalet Company. You agree to indemnify The Boutique Chalet Company for any reasonable expenses incurred in making an amendment whether or not The Boutique Chalet Company succeeds in confirming your request.

Subject to availability and our standard booking periods, any change of dates within the same season more than 70 days prior to departure will be accepted by The Boutique Chalet Company. If the period chosen is set at a higher tariff, a surcharge may be required. No refund will be payable for changes to a lower tariff period. A change of dates to a future season or within 70 days of departure will be deemed a full cancellation. Please see the relevant clause for details.

## **17. AMENDMENTS BY THE BOUTIQUE CHALET COMPANY**

We reserve the right to advise you of a change to your holiday both before and after you make a reservation. An amendment made prior to departure which is deemed to be significant by The Boutique Chalet Company (for example a change of dates or a change in accommodation standards) gives you the right to cancel the holiday if you choose. Should you cancel in such circumstances you will receive a full refund (excluding insurance premiums). In all significant cases we will pay you compensation as follows:

Days before departure	Compensation per person
More than 70 days	10 EUR
69-37 days	20 EUR
36-0 days	40 EUR

Once your holiday has started, The Boutique Chalet Company will pay you a pro-rata refund for any part of your holiday which, due to an amendment made by The Boutique Chalet Company, cannot be taken.

Please note that The Boutique Chalet Company cannot pay expenses, costs or losses incurred by you as a result of any change or cancellation and shall not be liable for any refund should The Boutique Chalet Company be forced to cancel or change your holiday due to circumstances amounting to Force Majeure (see the relevant clause below). We recommend that all guests have a comprehensive insurance policy in place to cover such events as is required and set out in 'Travel Insurance'.

## **18. CANCELLATION BY YOU**

If you choose to cancel your booking you must do so in writing. Any cancellation will come into effect the day written notice is received by The Boutique Chalet Company and will be refunded as shown in the table below. Recorded delivery is strongly recommended.

Dates before arrival	% of booking price refunded
70 days before arrival	75%
69-37 days before arrival	25%
36 -0 days before arrival	0%

Upon cancellation we will attempt to re-sell the property, if we are able to do so we will deduct such amounts from your cancellation charges, less any additional administrative costs incurred which shall also include additional sales costs such as third party commissions.

The date of arrival is the date of your arrival in the destination resort. In the case of a multiple week stay the date of arrival is the start date specified on the booking agreement. The amount refunded will be calculated on each week booked individually. In the case of a multiple week stay the refund will only be calculated on the value of the week(s) cancelled, not on the total value of the booking. Depending on the reason for your cancellation, you may be able to reclaim these charges under the terms of your insurance policy.

Please also note that where you wish to cancel services booked with a third party on your behalf, their terms will apply which may affect any refund that is available.

## **19. CANCELLATION BY THE BOUTIQUE CHALET COMPANY**

If you fail to pay the balance of the booking price or other sums owing before the due dates, we reserve the right to cancel your reservation with no refund to you.

## 20. OUR LIABILITY

We have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- the act(s) and/or omission(s) of the person(s) affected;
- the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

We limit the amount of compensation we may have to pay you if we are found liable under this clause in the following ways:

- Loss of and/or damage to any luggage or personal possessions and money. The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the applicable excess on your travel insurance policy because you are assumed to have adequate insurance in place to cover any losses of this kind.
- Claims not falling under the above or involving injury, illness or death. The maximum amount we will have to pay you in respect of these claims is the price paid by or on behalf of the person(s) affected in total.

It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves strictly in accordance with the complaints procedure set out in these conditions.

Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

Please note we cannot accept any liability for:

- Any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
- Any business losses.

We will not accept responsibility for services which do not form part of our agreement or where they are not advertised on our website. For example any excursion you book whilst away, or any service or facility which any supplier agrees to provide for you.

In cases of compensation or damage arising from non-performance or improper performance of the services involved in any of the company's contracts, compensation for personal, including psychiatric injury and non-personal injury is limited by all relevant international conventions including but not limited to the Geneva Convention, the Montreal Convention and the Athens Convention.

No employee, representative, agent or officer of The Boutique Chalet Company Limited shall be authorised to commit The Boutique Chalet Company Limited to any admission of liability whatsoever and The Boutique Chalet Company Limited shall not be bound by any such admission unless it is explicitly stated in writing and executed on behalf of The Boutique Chalet Company Limited.



## **21. YOUR RESPONSIBILITIES**

As part of this contract you hereby agree to guarantee payment for any chargeable services requested by any member of your group before, during or after your holiday.

We do not specialise in providing holidays for persons with a disability, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any allergies, medical conditions or disabilities which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. 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.

All children under the age of 18 years old are the responsibility of their parents or authorised adult. Children (all people under the age of 18) are not permitted to be in the property alone without the supervision of an adult. None of our regular team is trained or qualified in child care. Should you require a nanny we can arrange this through our Concierge service. Childcare service will only be booked with professional qualified third-parties or individuals. The parents / guardians must satisfy themselves of the suitability of the services offered and fully indemnify The Boutique Chalet Company from any responsibility for the provision of such child care services.

All guests are responsible for securing / locking property doors on exit. If this requires any special actions, guests will be notified of this procedure on arrival at the property. Any guest not following this procedure will be liable for any uninsured losses arising from this negligence.

Please note that in catered chalets the kitchens are classified as a technical area and for your own safety should not be entered unless accompanied by a member of staff.

In the interest of your safety, guests are not permitted to tend the fires or woodburners in the properties – these will be maintained by a trained member of staff.

Ski, snowboard or mountaineering boots must not be worn in the chalet at any time other than in a designated boot room. In addition, guests are advised to be considerate of damage that could be caused by their footwear, for instance, the client shall be liable for any damage to flooring caused by footwear such as high heel stilettos.

Where pet dogs are allowed, with prior confirmation and agreement by The Boutique Chalet Company, a signed pet waiver is required before The Boutique Chalet Company will allow the pet dog into a specified property.

For self-drive guests, please check when booking regarding the parking available at the property. The Boutique Chalet Company accepts no responsibility for your vehicle and it is parked at your own risk. For self-drive guests, it is their own responsibility to ensure their vehicle is suitably equipped for travel including but not limited to suitable tyres, snow-chains and other European safety equipment. The Boutique Chalet Company accepts no responsibility for self-drive journeys, nor any liability in the event that your vehicle becomes immobile due to inadequate equipment.

## **22. TRAVEL INSURANCE**

It is a condition of your contract with us that you and your party obtain suitable Winter sports Insurance, from a reputable provider, which must at least include the following:

- Emergency Medical Expenses including, amongst other costs; mountain rescue, ambulance charges and repatriation
- Cancellation of your trip or Curtailment (cutting short your trip)
- Personal Liability to include, amongst other liabilities; damage caused by your negligence to the property in which you are staying and may not include a clause which restricts actions being taken against a travelling companion other than family
- Travel and transfer delays which must include amongst other costs; additional costs incurred in the event of a delay beyond your or our control
- The policy must include the activities you are likely to do and in particular off piste skiing with or without a guide (it is possible to ski off piste inadvertently)

In the event that you fail to obtain suitable Winter sports Insurance we shall not be liable for any costs incurred or claims made against us due to your failure to comply with this term.

### **23. PASSPORTS, VISAS 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.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit [www.passport.gov.uk](http://www.passport.gov.uk).

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 as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

For the latest travel advice from the Foreign & Commonwealth Office including security and local laws, plus passport and visa information, visit [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice). Note that this advice can change and you should continue to check the FCO website until your travel departure.

### **24. BEHAVIOUR**

All guests staying with us are expected to conduct themselves in an orderly and acceptable manner. If in our opinion or in the opinion of any chalet manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any third party or damage to property we reserve the right to terminate your booking arrangements with us immediately.

In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation will be made and we will not pay any expenses or costs incurred as a result of termination.

You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the chalet manager or other supplier prior to departure from the chalet. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

The Boutique Chalet Company reserves the right to charge the card details which you provided on check in / deduct from any security deposit held in accordance with its rights under this clause.

Please note that smoking is strictly prohibited inside The Boutique Chalet Company properties and is limited within the grounds of our properties. You will be informed of the designated smoking location when you check in - smoking in any other location is prohibited. Ashtrays are provided and must be used. We reserve the right to levy an additional cleaning charge for cigarette / cigar butts / ash that has not be disposed of correctly.

## **25. OUR STAFF**

Many of our properties are staffed. The staff that work in our properties all have very specific tasks and duties, which have been carefully selected and designed to ensure that the property is fully operational and to ensure that you obtain as much enjoyment as possible from your stay.

Because the staff have such carefully selected duties they will not be able to assist with all tasks that you may ask of them. For instance, chalet staff should not be asked to wash or pack guests personal clothes or otherwise handle any personal property. In the event that such a request is made of chalet staff and the staff agree to perform such tasks, acting reasonably at all times, The Boutique Chalet Company accepts no liability for any loss or damage that may be caused to such items.

It is also essential that our staff are spoken to politely and treated with due respect and courtesy at all times. We will take very seriously any reports of discrimination or sexist behaviour, and we reserve all rights as set out in 'Behaviour'.

## **26. SERVICE TIMES**

In order for our staff to complete their duties professionally and to good standards in a reasonable amount of time in-line with their employment, service time limitations apply. Whilst we will always endeavour to be as flexible as possible to meet the needs of our guests during a stay, in some instances we may need to restrict services that fall outside of these 'regular' service hours:

- Our full breakfast menu is served for one hour - please inform your host of your preferred seating time which can be between 7:30am and 9:00am.
- Afternoon Tea: 16:30 to 17:30
- Childrens Supper (seating time): 17:30 to 18:30
- Dinner (seating time): 19:30 to 20:30

On changeover days these service times will govern the level of service provided for guests. For example, guests arriving late who will not be ready to sit for dinner until 22:00 would be offered an alternative to a regular dinner service such as a buffet or platter.

Housekeeping of rooms typically takes place between 9:30 and 16:00 each day. The housekeeping team will work on a daily rota and it is not possible to set a specific time that housekeeping will take place for a given room in a given chalet. As such, if on arrival of the housekeeping team they are unable to service a room as it is occupied and cannot be vacated, then we may not be able to service your room on that day.

## **27. SERVICE CHARGES, TIPS, GRATUITIES AND COVER CHARGES**

We are committed to the Code of Best Practice on Service Charges, Tips, Gratuities and Cover Charges. We do not add a service charge to your bill, however, gratuities are greatly appreciated by our staff. Should you wish to leave a tip our suggested gratuity for a fully catered stay is 20 EUR per adult guest per night stayed and 10 EUR per child guest per night stayed. You are able to leave gratuity by cash or card payment. Regardless of method, 100% of the tips you leave are distributed evenly amongst the staff - no percentage is withheld by the business for any purpose.

## **28. FACILITIES**

Guests staying in chalets and villas with swimming pools, hot tubs or other spa facilities, use them at their own risk and The Boutique Chalet Company can accept no responsibility for accidents/ injuries whilst using these facilities. In the interest of hygiene all guests are asked to shower before using these facilities. Guests are advised not to use these facilities if you:

- Suffer from heart disease or circulatory problems.
- Suffer from an infectious skin disease, sores or wounds.
- Are pregnant (or seek medical advice before using the facilities).
- Are taking anticoagulants, antihistamines, vasodilators, vasoconstrictors, stimulants, hypnotics, narcotics or tranquilisers or any other medications.

Children must be supervised whilst using chalet facilities including, but not limited to, swimming pools, jacuzzis, steam rooms, saunas and gyms. The Boutique Chalet Company do not provide lifeguards and no members of the chalet team are trained nor qualified to act as such.

Typically, water in hot tubs / spas is changed on a weekly basis and therefore please be aware that it may still be heating to temperature on the first night of your stay.

The consumption of beverages in or around spa facilities must only be from a plastic vessel to avoid the risk of injury. The use of glass containers of any kind is prohibited. In addition it is advised that the intake of alcoholic beverages whilst using spa equipment should be limited in line to government consumption recommendations.

## 29. DRIVING SERVICE

During the Winter Season certain properties are provided with a driving service which is typically operated between 08:30 and 22:30 each day (your confirmation will detail if this service is included). The level of driving service varies throughout the day. Typically, one dedicated driver / vehicle (8 seats) is available to each property between the hours of 08:30 and 10:30 each morning and then from 16:00 to 19:30 in the afternoon / evening. From 10:30 to 16:00 each day a shared service is operated, meaning that an on-call driver will be available should you wish to return to the property or be transferred within the resort.

During this time one driver / vehicle will serve no more than 3 properties (subject to availability during busy periods we will aim to have more drivers available). To ensure you never have to wait too long we ask that you give the driver at least 20 minutes notice (all our drivers are issued with mobile phones so are easy to contact throughout the day). Our chalet teams can also help you plan an agreed pick up time / location at the start of the day.

We operate a fleet of high quality minibuses that have been selected for your comfort and safety. Most of our vehicles have 8 passenger seats. Seatbelts must be worn by all passengers when in the vehicle. Please be aware that we can only transport passengers in designated vehicle seats – for instance, it is not possible for children to travel sitting on the laps of adults. As such it may be necessary for the driver to complete two journeys to transport your whole group.

Children must use the appropriate seating aids as specified in French law. This means that all children aged 12 years and younger, or children shorter than 1.35m may be required to use a booster or child seat. The interpretation of this requirement rests with our driving team and we ask that parents be supportive of this. Please note that children cannot be transported in our vehicles unless they are accompanied by an adult. In turn, this means our drivers are not able to collect children from lessons unless an adult is present.

In the interest of your safety, drivers can only drop-off and pick-up from designated areas. Please be aware that our ski resorts are busy towns with numerous traffic regulations designed to ensure the safety of road users and pedestrians. To abide by these it may sometimes be necessary for clients to walk a short distance to meet the driver at a suitable location.

Please note that drivers are only able to wait at a specified location for a maximum of 10 mins. In the event a client is late for a scheduled pick-up we ask that the driver is contacted – please note that in extreme circumstances this may require the driver to return at a later time in order to complete other scheduled commitments.

Please be aware that drivers are not based in our properties as they also have other responsibilities within the company. Whilst drivers are always available 'on-call' we ask for at least 20 mins notice of your transport requirements to allow the driver enough time to meet you at your location. Please note that without specific prior arrangement we're unable to offer a dedicated 'on-demand / chauffeur' service where a driver is located specifically with your group / in your property throughout the day.

The Driving Service operates 'in-resort' which includes locations within the commune that the property is located in which are accessible by open public roads. We reserve the right to refuse transport to a location if we consider it to be dangerous or outside the normal fair usage of this service.

Outside of the Driving Service hours any provision of this service will be at the discretion of the local management.

The driving service is subject to fair usage. We ask that guests be organised with regards their transport requirements to prevent unnecessary trips taking place. In the event of excessive usage (upwards of 80km per day including 'empty' journeys) we reserve the right to withdraw the availability of the service or make an additional charge at €1.50 per km.

Additional driving services may be available at additional cost.

The Boutique Chalet Company reserves the right to withdraw this service at any time or impose scheduling and / or route restrictions. Please note that the driving service is only available to guests staying with The Boutique Chalet Company. We are not able to transport any persons staying in any other property.

### **30. WHERE WE ACT AS AN AGENT – ALL SERVICES BOOKED THROUGH OUR CONCIERGE**

This section applies to bookings we make for you when acting as agent. Our Concierge team (which may include the chalet manager) will act as an agent to help you to arrange such individual holiday products as you require. This may include but is not limited to:

- Transfers
- Equipment Hire
- Lift Passes
- Instruction
- Childcare
- Massage & Beauty Treatments
- Restaurant Bookings
- any other reservations or purchases made on your request

For all such arrangements, your contract will be with the supplier of the arrangements in question (the 'Supplier(s)'). We will arrange for you to enter into a contract with the Supplier(s) of the arrangements. Your booking with us is subject to these terms and conditions and the specific booking conditions of the relevant supplier(s) you contract with and you are advised to read both carefully prior to booking. The supplier's terms and conditions may limit and/or exclude the supplier's liability to you. Copies of applicable conditions are available on request from the supplier.

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. We accept no responsibility for any information about the arrangements that we pass on to you 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).

In many instances we will require you to pay in advance for services we book on your behalf or, for you to pre-authorise the payment of a suitable amount (typically by debit or credit card). In all instances, all services must be paid for prior to the end of your holiday and we reserve the right to deduct any outstanding amounts from your security deposit.

### **31. TRANSFERS**

It is your responsibility to make your group's travel arrangements to an airport from where The Boutique Chalet Company can arrange a resort transfer for you. Please inform The Boutique Chalet Company of your own flight arrangements at least four weeks prior to departure, requesting any transfers.

The Boutique Chalet Company cannot accept responsibility for guests missing flights for any reason or mislaying or destroying travel documents, and no credit or refund will be given if you fail to take up a component of your holiday as a result. The Boutique Chalet Company is not responsible for any flight delays but wherever possible in such circumstances will contact the supplier of the transfers in an effort to ensure that any previously booked resort transfers are provided.

When departing the resort, if you have booked a return transfer with us our transfer partner will have advised a recommended time to depart your chalet which will typically include a 10 minute allowance for loading time. This is based on both their experience of travel and road conditions as well as official notices from transit and airport authorities on the date of travel.

Please be aware that during busy periods or at times of heightened security, this may result in an earlier recommend departure time in order for you to be sure of facing no delays or issues in boarding your flight. If you choose to request a later transfer time than advised, please be aware that you do so at your own risk and discretion - no liability for a missed flight will be accepted by either The Boutique Chalet Company or our transfer partners.

### **32. SKIING & SKI GUIDES**

It is the responsibility of you and your group to judge the suitability of each area in which you ski. If you or any member of your group ski in a location on the recommendation of or are accompanied by any Ski Guide, The Boutique Chalet Company will not be liable for any injuries howsoever caused.

Unless specified by you pre-arrival, lift passes bought on your behalf will include a carré neige (where available) to ensure rapid response in the event of an accident whilst skiing.

Please note that this does not replace the need for a full winter sports insurance policy.

### **33. ANY PROBLEMS**

If you are ever unhappy with any aspect of your holiday, you must address your complaint immediately to both the chalet manager and the local service provider. Failure to contact the chalet manager, or local service supplier whilst in resort, may affect your rights under this contract.

In the unlikely event that your problem cannot be resolved locally, you must inform The Boutique Chalet Company in writing of your complaint within 28 days of your return so that any rights to compensation can be examined.

### **34. FORCE MAJEURE**

Except where otherwise expressly stated in these booking conditions, we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster, adverse weather conditions and all similar events outside of our own or the relevant supplier(s) control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

### **35. GENERAL**

Headings within these booking conditions are for reference purposes only.

Please note that check in time for all chalets is 4pm and check out is 10am. This allows for the chalet to be fully prepared for your arrival. Earlier access will only be allowed if the chalet is not occupied the previous week.

These booking conditions and any matters arising from them are exclusive governed in all respects by English Law. We both agree that any dispute, claim or other matter which arises between us out of or in connections with your contract or booking will be subject to the exclusive jurisdiction of the Courts of England and Wales.