

CONDITIONS OF BOOKING (Updated 26 July 2019)

The following booking conditions form the basis of your holiday contract with Host Savoie Ltd. They set out our respective rights and obligations and you should therefore read them carefully. No contract exists between Host Savoie Ltd 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 22nd 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.

1. GENERAL CONDITIONS

All holidays sold by Host Savoie Ltd are on a catered basis unless otherwise stated on your invoice. The cost of the accommodation does not include lift passes, ski hire, ski lessons, ski insurance or lunch, 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. PRICES

We reserve the right to increase or decrease the accommodation 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.

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 (including digital signature) on our 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 (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 euros and you will be billed for these prior to your departure. Payment for holiday extras

can be made in euros or in sterling at a rate of conversion as published on our website at the time of billing.

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.

Number of weeks before arrival

8 or more

8 - 6

6 - 4

4 or less

Cancellation charge

Deposit only

50%

75%

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, we may be forced to curtail your holiday after the date of departure where circumstances amounting to 'force majeure' occur. In this very unusual situation, we regret we cannot make any refunds, meet any cost or expenses you may incur as a result, or pay any compensation.

9. INSURANCE

We hold buildings and contents insurance through AXA France for our chalets as well as Tour Operators Combined Liability underwritten by Vantage Insurance Services in the UK. You may request to see a copy of these insurance certificates at any time.

It is a condition of booking that all guests must have adequate personal travel insurance for their holiday, to include winter sports cover when appropriate. This should include an appropriate amount to cover loss of winter sports equipment unless you are certain of booking this through your chosen rental supplier.

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 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 or injury caused by matters beyond our control. Our liability to you or any member of your group will under no circumstances exceed the total amount paid for the individual holiday.

11. SPECIFIC TERMS FOR SELF-CATERED ACCOMMODATION

Details of a valid credit card will be taken on arrival 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 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. THIRD PARTY SUPPLIERS

Some of the services which make up your holiday are provided by independent suppliers. They 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.

Examples of third party suppliers include (but are not limited to) airport transfer operators and the hotels used for tours operated under the banner of 'The Ski Gathering'. We will take all reasonable care in making arrangements for such services, 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.

We accept liability for acts or omissions of the employees of these suppliers only in so far as such liability arises from its contractual obligations, and on the clear understanding that the guest will make every effort to resolve any problems during the course of the holiday.

13. FINANCIAL PROTECTION

Whilst the 2018 Package Travel and Linked Travel Regulations do not require us to protect monies received for single component bookings we have opted to provide financial protection to all guests who book directly with us. You are protected for the initial deposit and subsequently the balance of monies paid to us in the unlikely event of the insolvency of Host Savoie Ltd.

Your booking is insured by Affirma - a trading name of MGA Cover Services. This insurance is only valid for passengers who book and pay directly with Host Savoie Ltd. If you have booked and/ or paid direct to a Travel Agent for a holiday with Host Savoie Ltd please request proof of how the booking is secured as this will not be covered by Affirma in this instance. A copy of the full policy wording can be supplied by email or by post on request. Affirma are authorized and regulated by the Financial Conduct Authority (registration number 678541).

14. YOUR LIABILITY

Whilst on holiday with us, 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, 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. 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.

17. TRANSPORT

Unless specifically stated our holidays are sold without provision of transport in resort. Our staff may in exceptional circumstances offer to help with transport in resort but do so on an ad-hoc voluntary basis and at no extra charge. This does not form part of your holiday contract.

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.

18. ACCOMPANIED SKIING

We have had to withdraw this service in order to comply with French 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.

19. 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.

20. TAXES

The price of your accommodation includes local tourist taxes that are levied on a 'per adult, per night' basis. Prices also include an element of Value Added Tax, for which we are registered in France due to place of supply rules. Our TVA number in France is FR60 507 833 234. 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.