

BOOKING TERMS & CONDITIONS

All reservations must be made on the official Booking Form, and this form, subject to these Booking Conditions and the descriptions of the accommodation and services given on this website, shall constitute the basis of the contract between you (the Client) and us (Fresh Coaching & Chalets Limited). The contract shall exist when the Booking Form has been received by us (along with the relevant payment) and a Confirmation has been sent to you by us. This contract is subject to English law and the exclusive jurisdiction of the English courts.

Please check your Confirmation very carefully to see that all details are correct. Please contact us immediately should any information be incorrect as it may not be possible to make changes later. We cannot accept liability should you fail to notify us more than ten days after receipt of the Confirmation and you will be liable for any costs then incurred in rectifying these errors.

THE BOOKING FORM

Any person signing the Booking Form on behalf of others guarantees payment of the full cost of the holidays of all those mentioned on the Booking Form and of any others whom the Party Leader may later add, as well as damage deposits where applicable. We cannot accept a booking where the Party Leader is under 21 years of age.

PRICES

The prices are in sterling. Self-catered prices are priced for the whole chalet apartment for the week for the most basic starter pack, additional costs will be incurred for optional extras. VAT has been included in the price of all holidays. Telephone quotes are subject to written confirmation.

PRICE GUARANTEE

Once your holiday has been booked its price will not change. However, we reserve the right to amend our prices before you book and to notify you of the new prices when you book.

PAYMENTS

A deposit of 20% is payable at the time of booking, and the full holiday cost is due eight weeks before departure. You must ensure that all members of your party are adequately insured (see below). Payment may be made by cheque (made payable to 'Fresh Coaching & Chalets Limited'), bank transfer (CHAPS, FPC or Bacs) or by credit/debit card. Please note that credit card balance payments are subject to a 3.4% + 20pence fee. Payments by bank transfer or cheque do not incur a surcharge.

However, we do ask that when making a bank transfer from overseas you ensure that the net amount arrives in our account and that all charges are paid by you. We do not accept American Express cards.

The Party Leader must handle all aspects of the booking and make one single payment. If we are required to debit more than one credit or debit card in respect of a group booking, we may charge an administration fee of £25 per booking.

Should the deposit and/or full payment not be paid by the due dates, we reserve the right to cancel the booking and levy cancellation charges as laid out below.

INSURANCE

It is a condition of booking that all Clients have their own insurance to cover all aspects of holiday travel, belongings and health.

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.

You are advised to obtain an EHIC (European Health Insurance Card) for all members of your party. If you take the recommended insurance any excess may be reduced or even waived completely if you can produce an EHIC. The EHIC is not an alternative to taking out an insurance policy.

TRAVEL AGENTS

Any money paid by you to a travel agent in respect of a booking with us is held by the agent on our behalf. Should you book your holiday via a Travel Agent, all contact with us should go through the Travel Agent. Any advice given by a Travel Agent which is not based on written advice given by us is the responsibility of the Travel Agent. We do not accept liability if incorrect advice is given in these circumstances.

TRAVEL & TRANSFERS

No travel or transfer arrangements are included in your holiday booking and payment, even if this is stated on any website or by any third party.

All travel (flights, ferry crossings, trains), transfers and parking must be booked and paid for separately to your holiday with Fresh Coaching & Chalets Ltd. We can provide advice and assistance but accept no liability for the service provided by outside companies>

LESSONS, HOSTING & GUIDING

No lessons, ski hosting or guiding is included in your holiday booking and payment, even if this is stated on any website or by any third party.

Any lessons or guiding that you would like to book can be done at an additional cost to your holiday with Fresh Chalets.

IF WE ALTER YOUR BOOKING

It is most unlikely that we will have to make changes to your holiday but, having made arrangements many months in advance of your travelling, we reserve the right to do so. If we do have to alter your holiday in any way, we will inform you of the alteration as soon as possible. In the case of a major alteration we will offer you the choice of a holiday of at least comparable standard or a full refund.

Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where the change is made as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. For significant changes, any liability we have is limited to offering the above choices. We cannot be responsible for any costs or expenses you may incur as a result of any change. No compensation is payable for minor changes. Minor changes do not entitle you to cancel or change to another holiday without paying the normal charges.

IF YOU ALTER YOUR BOOKING

Should you wish to make any alteration to your booking after it has been confirmed by us, we will comply with your request where possible. If you increase the value of the booking we will not charge an amendment fee; otherwise we will charge a fee of £25 per person per amendment. Simple name changes made more than four weeks prior to departure will not lead to amendment fees. Other amendments may result in cancellation charges as laid out below.

IF YOU CANCEL YOUR BOOKING

Should you or any member of your party need to cancel a booking, cancellation charges will be made. All cancellations must be notified to us in writing by the person who signed the Booking Form. The deposit paid will be forfeited in all cases and, depending when notification is sent to us, the following charges (expressed as a percentage of the total holiday cost) will be made:

Notification Given	Cancellation Charge
More than 8 weeks before departure	Deposit
Within 8 weeks	50%

Within 6 weeks	100%
Arrival date or after	100%

If no written notice of cancellation is received and you do not travel, cancellation will be deemed to have been effected on the day of arrival. We reserve the right to re-sell any part of a cancelled holiday and this does not affect our right to levy cancellation fees. Please note that if you make a claim against your insurers the cancellation charges must be paid to us and then the cost reclaimed by you from the insurance company. A Cancellation Invoice can be sent only to the person who signed the Booking Form.

If you ask us to book any service from a third party (taxi, scheduled flight etc) please note that you will be subject to their cancellation charges and not the charges above.

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. We cannot be held liable for any problems that may occur with the scheduled opening of the ski area.

CHILDREN

You must inform us at the time of booking if there are children (aged 18 or under) in your party, and tell us the age they will be on the final day of your holiday..

SPECIAL REQUESTS

We will do our utmost to help with all aspects of your booking and to incorporate any special requests you may make. These may involve an extra cost and we will let you know if this is the case. Only requests confirmed by us in writing are guaranteed.

HEALTH REQUIREMENTS

At the time of publication, there were no specific vaccinations for travelling to France or Switzerland. For up-to-date UK Government Health & Safety advice, please visit www.fco.gov.uk, www.hpa.org.uk and www.nathnac.org or contact your own GP.

OUR LIABILITY

In all the arrangements we have made for your holiday we have taken reasonable steps to ensure that the suppliers of the services used are of an acceptable standard.

If you suffer personal injury or death from any activity which is not part of your holiday booked with us but occurs during the holiday, we will not be liable for any compensation but will give assistance in resolving a claim against a third party, if required.

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.

COMPLAINTS

In the event that you have reason to complain whilst on holiday with us, you should immediately notify a member of staff. By raising complaints early, they can often be dealt with quickly so the rest of the holiday can continue to your satisfaction. If you are still unhappy after your initial complaint, please ask to see the Resort Director. It is in your best interests to follow this procedure, but if you choose not to, or 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. For all complaints and claims which do not involve personal injury, illness or death, we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

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.

YOUR BEHAVIOUR & RESPONSIBILITY

You undertake to behave in such a manner as not to disrupt the enjoyment of others, both on the journeys to and from Val d'Isère and in the resort itself, and undertake not to prejudice our reputation with our customers, our suppliers or the residents of Val d'Isère. The holiday of any Client or Party in breach of this clause may be terminated immediately and we will have no further contractual obligations towards him or them. In addition we reserve the right to recover in the resort the cost (or estimated cost if an actual cost is not yet known) of any loss, damage or breakage caused by you. We cannot accept responsibility for the actions of any Clients or be held liable for any claims made against them.

- a) It is your responsibility that visas, passports, vaccinations, certificates and other health documents are in order and within the necessary validity period. It is also your responsibility to arrange comprehensive insurance cover for your holiday.
- b) The accommodation provided is for the use of those persons named on the Confirmation Invoice, and subletting, sharing or assignment is prohibited. Any damage or breakages in accommodation which are your responsibility must be paid for by you before you vacate the accommodation.

Any costs or fines incurred due to a Client's failure to comply with any regulations will be passed on to the person who signed the relevant Booking Form.

- c) We take the issue of chalet security very seriously. However, owing to the nature of chalet holidays, the buildings may not be locked at all times. Please be aware that there will also be shared use with other guests and staff of the entrance door. You must take reasonable precautions for your own safety while on holiday. Keep all your valuable belongings with you and supervised at all times. We cannot accept responsibility for the lost of personal possessions during your stay with us.
- d) You accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be made at the time to ourselves or the third party concerned. If you fail to do so, you must indemnify us against any claims (including legal costs) subsequently made against us as a result of your actions. We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority you or any member of your party behave in such a way as to cause or to be likely to cause distress, danger or annoyance to any third party (including other clients and staff) or damage to property, we reserve the right to terminate the holiday of the person concerned without notice. In this situation, our responsibilities towards that person (including any return transport arrangements) 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 involved or to members of his/her party or associates wishing to curtail their holiday as a result.