

## **BOOKING TERMS AND CONDITIONS**

Please read the booking terms and conditions set out below carefully before booking your holiday with GeeSki Ltd ('We' or 'Us') references to '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:-

- 1. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- 2. He/she is over 18 years of age;
- 3. He/she is authorised to make the booking on behalf of all persons in the party.

These conditions form the sole basis of Your contract with Us and set out the respective rights and obligations of both parties.

## 1. BOOKINGS AND DEPOSITS

To confirm a booking, We require a of payment 25% of the booking value as a non-refundable deposit (or full payment if the booking is made within 12 weeks of arrival). We will then send a confirmation email with an invoice confirming receipt of the deposit. No contract shall exist until that time. Please check the confirmation email and invoice carefully as We cannot be held responsible for any inaccuracies not notified to Us in writing within 7 days of issue. The first named person on the booking guarantees payment of the full cost of the entire booking.

# 2. PAYMENTS

Balance of payment on all bookings must be made no later than 12 weeks prior to arrival. Once the balance payment is made We will send a confirmation email with an invoice confirming the payment of the balance and guest information packs in advance of Your holiday. If payment is not received, We reserve the right the cancel the booking without further notice or reference to You. Deposits will be forfeited and the cancellation charges, laid out in paragraph 5, will apply.

# 3. PRICES

All prices are quoted in £'s sterling (GBP). The prices quoted, shown on the GeeSki website and in supplementary promotional material, are subject to change without notice. Once Your booking is accepted, We guarantee that the price will not change,

and no surcharges will be added unless You amend Your booking in any way. We are not able to make reductions in prices once a booking is made and confirmed, even if special offers become available. Special offers are for new bookings only. You may not 'amend' to take advantage of any discounts or special offers released after You have already booked. Please see the GeeSki website for a full breakdown of what is/isn't included in Your booking.

# 4. AMENDMENTS BY THE CLIENT

If You wish to change any details of Your booking, please let Us know in writing as soon as possible. If We are able to accommodate Your request, at our sole discretion, We will inform You in writing of the new arrangements. Changes involving the reduction in the number of people on the booking or a reduction in the amount payable on the booking will be treated as a cancellation by those persons if made within 12 weeks of Your planned arrival at the chalet. Changes to the outward or return dates of a holiday will be treated as a cancellation, with the charges, laid out in paragraph 5, applying.

# 5. CANCELLATION BY THE CLIENT

If You choose to cancel Your holiday, the first named person on the booking should notify Us immediately in writing by email. Verbal cancellations cannot be accepted. Upon receipt of a cancellation, the following charges will apply. Our cancellation charges increase the closer to Your confirmed departure date that Your written cancellation is received by Us. The cancellation charge is a percentage of total price(s) of the element(s) of the booking cancelled. If written cancellation is received by Us 84+ days before departure We will retain Your deposit for the element(s) cancelled; if written cancellation is received 29-83 days before departure 50% will be retained by Us; if cancellation is received 15-28 days before Your departure 70% will be retained by Us; if written cancellation is received less than 15 days before Your departure 100% will be retained by Us. It is not possible to make refunds after departure from the UK for any services not used. Please note that depending on the circumstances of Your cancellation, You may be able to claim under Your insurance policy.

## 6. CANCELLATION BY US

On occasion it may be necessary to amend certain arrangements or cancel them, which We reserve the right to do at any time. If a major change occurs We will inform You as soon as possible. If We have to make a major change to an element of Your booking or cancel one element or more, We will tell You as soon as possible. If there is time to do so before departure, We will offer You the choice of: (for major changes) Accepting the changed arrangements; having a refund of all monies paid in respect of the changed or cancelled element; or accepting an offer of alternative arrangements of a standard comparable to the element(s) affected from Us, if available, or paying the price difference for alternative higher value arrangements of Your choosing (We will refund any price difference if the alternative is of a lower value). You must notify Us of Your choice within 7 days of the offer. If You fail to do so We will assume that You have

chosen to accept the change or alternative arrangements. The above sets out the maximum extent of liability We accept for changes and cancellations and We regret We cannot meet any expenses or losses that You may incur as a result of change or cancellation. The above options will not be available if We make a minor change or cancel as a result of Your failure to make full payment on time or where the change(s) or cancellation by Us arises out of alterations to the confirmed booking requested by You. Very rarely, We may be forced by "force majeure" (see section 8. below) to change or terminate all or some of Your booking. If this situation does occur, We regret We will be unable to make any refunds, pay You compensation or meet any costs or expenses You incur as a result.

## 7. CORONOVIRUS

In the event that We have cancel some or all of Your booking for any reason caused by or arising directly or indirectly from, or in any case associated with, coronavirus or COVID-19 and its sequel; We will offer You a voucher for the full amount (or % cancelled) that You have paid for Your booking to be used towards an alternative holiday with Us of a standard comparable to the element(s) affected from Us, if available, or paying the price difference for alternative higher value arrangements of Your choosing (We will refund any price difference if the alternative is of a lower value), or a full refund for the total cost of Your booking excluding Your deposit. You must notify Us of Your choice within 7 days of receiving the notification of the offer. If You fail to do so We will retain all monies paid to Us.

# 8. FORCE MAJEURE

We regret that We cannot accept liability or pay You any refund, compensation or meet any costs or expenses You incur where the 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, significant risks to human health such as the outbreak of serious disease at the travel destination or home country and all events outside of our control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

#### 9. INSURANCE

It is a condition of booking that You must have purchased at the time of booking Your own insurance which provides You with adequate cover for the duration of Your holiday, including off-piste skiing, where required. We can not be held responsible for any liability, expenses or losses You may incur as a result of having inadequate insurance.

We do not accept liability of any act or default or omission on the part of any suppliers of any service that We offer or recommend and over whom We have no direct control. You will be bound by the operating conditions of all suppliers of the other services that make up Your holiday. This includes all travel arrangements which should be made through a reputable provider. Any advice given by Us shall be accepted entirely at Your own risk.

- (1) 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.
- (2) 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:
  - a) The act(s) and/or omission(s) of the person(s) affected;
- b) 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
- c) 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
- d) An event which either suppliers or ourselves could not, even with all due care, have foreseen or forestalled.
- (3) We limit the amount of compensation We may have to pay You if We are found liable under this clause in the following ways:
- a) 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.
- b) Claims not falling under (a) above or involving injury, illness or death The maximum amount We will have to pay You in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total.
- (4) It is a condition of our acceptance of liability under this clause that You notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) 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.
- (6) Please note We cannot accept any liability for:
- (a) 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
  - (b) Any business losses.
- (7) We will not accept responsibility for services or facilities 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 other supplier agrees to provide for You.

#### 11. LIMITATIONS OF LIABILITY

In no event shall We be liable to You for any loss or damage exceeding the price paid for the relevant booking.

# 12. ACCURACY OF INFORMATION PROVIDED

The description of the chalets in our marketing literature is made in good faith and is materially accurate, in our opinion. Opinions and artist impressions are invariably subjective, so We would encourage You to check with Us in advance regarding any aspect of Your holiday that is of particular importance to Your enjoyment. We will do our best to accommodate You. Information about the Grand Massif and the Evasion Mont Blanc Ski Areas and its services are accurate to the best of our knowledge. We will not be held responsible for changes to those services, as they are beyond our control.

## 13. SECURITY

We take the issue of security in our chalets very seriously. You should be aware, that the chalet may not be locked at all times. There will also be shared access with other guests. All personal items, including baggage and skis are at all times and circumstances at Your risk and We are at no time responsible for any loss, damage or delay to such items.

## 14. DAMAGE AND BEHAVIOUR BY CLIENTS

We shall be entitled to recover from You for repairs and/or replacements as well as loss and/or damage caused by Your actions. 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 such damage or loss must be made prior to departing from the chalet to either the third party concerned or Us. If You fail to do so, You will indemnify Us against claims (including legal costs) subsequently made against Us as a result of Your actions. We reserve the right to apply such claims via Your credit card. We also reserve the right to terminate, without compensation or further obligation, Your holiday if it is deemed that Your behaviour is unsociable, abusive or in any way unacceptable to Us or any other guest.

# 15. COMPLAINTS AND CLAIMS

As the enjoyment of Your holiday is of utmost importance to Us, We will do our best to resolve immediately any complaint that is reported to Us or any of our staff in the chalets. Any complaints made after departure will not be considered. Any complaint

that cannot be resolved during the period of Your holiday, should be detailed in writing to Us within 28 days from the end of Your holiday by You. Full contact details are listed on our website and further information will be given to You upon arrival.

## 16. GENERAL INFORMATION AND YOUR RESPONSIBILITIES

We reserve the right to have other guests staying at the chalet during Your holiday unless You specify at the time of booking that You want to book the chalet(s) with sole occupancy. It is Your responsibility to ensure that You are in possession of a valid passport with all the necessary visas to allow entry to all of the countries that You will pass through as part of Your holiday. At this time, people holding full British or EU passport do not require a visa to visit France. Please note that children must hold their own passports. Please note that any passengers who are denied entry as a result of incomplete documentation will not be eligible for a refund. Families must accept responsibility for the behaviour and welfare of any children in their party. Every effort is made to ensure safety in our chalet; however if You are taking children on holiday You do so at Your own risk. Please note that for the comfort and benefit of our guests, We operate a 'no-smoking' policy in all the chalets. No refunds will be made for any unused travel, accommodation or meals.

# 17. ARRIVALS, DEPARTURES AND DELAYS

Our check-in time is between 16:00 and 19:00. Departure time is 10:00. If You have a late afternoon departure and wish to leave luggage at the chalet, We will provide space for You to do so. Morning arrivals are subject strictly to prior arrangement and We reserve the right to make an additional charge. We appreciate that options on flights may mean You will arrive at the chalet(s) later than 19:00. For arrivals after 21:00, We cannot guarantee a full dinner service, but will endeavour to provide You with a meal. We regret that We are not in a position to assist clients in the event of a delay at their outward or homeward point of departure.

#### 18. JURISDICTION

These Booking Terms and Conditions and any agreement to which they apply are exclusively governed in all respects by English law. Both parties agree that any dispute, claim or other matter which arises between the parties out of or in connection with Your contract or booking will be subject to the exclusive jurisdiction of the Courts of England and Wales.