

Chalet Brames – Terms and Conditions 2018/2019

1. Definitions

In this document:-

“the Chalet” means Chalet les Brames, Meribel, France;

“the Contract” means the contract between You and Us as set out in (a) these terms and conditions and (b) the Chalet Brames Rental Agreement;

“the Party” means all persons named on the Chalet booking form (including You) and all persons added at a later date;

“We”, “Us” and “Our” mean Dream Ski Ltd;

“You” and “Your” means the person booking a holiday at the Chalet on behalf of the Party.

2. Making a Booking

- 2.1. To make a booking, please first contact Us (telephone number +44 7799 061 921) to check available dates.
- 2.2. If the Chalet is available on the date(s) You require and if you confirm that You wish to book it, We will send You a Deposit Invoice and Rental Agreement.
- 2.3. We will then hold the chosen date(s) for You for seven days, pending receipt from You of the Deposit payment and a signed and dated copy of the Rental Agreement.
- 2.4. We are under no obligation to You or to any member of the Party if we do not receive Your Deposit payment and signed and dated copy of the Rental Agreement within the seven day period referred to above.
- 2.5. In returning a signed and dated copy of the Rental Agreement You will be agreeing to these Terms and Conditions.
- 2.6. To make a booking You must be at least 18 years old.

3. Prices and Payment

- 3.1. Rates (including levels of non-refundable deposits) are set out in our Website, and will be confirmed within the Rental Agreement.
- 3.2. Once Your holiday booking has been confirmed its price will not be affected by any currency fluctuations.
- 3.3. The final balance payment is due no later than 70 days before the start of Your holiday (or at the same time as your deposit payment if booking 70 or fewer days prior to departure). If payment of the final balance has not been received by then, You will be deemed to have cancelled and we will be free to use or offer the use of the Chalet to others without notice to You.
- 3.4. A small visitors' tax is levied by the tourist office on a daily per head basis. This will be charged to You at cost at the end of your stay.
- 3.5. We regret that we are not able to accept payment by credit/debit card (whether for holiday booking payments themselves or for any “extras” during your holiday).

4. Amendments by You

- 4.1. At any time prior to the due date of the final balance payment, You may alter Your dates of stay (within the same Winter season) and/or the names and/or numbers of people in the Party, provided there is availability. If the resultant total cost of Your stay is higher than originally booked (whether because of a change of dates or an increase in the size of the Party) You will be required to pay the difference: if lower, we will reduce the due final balance payment accordingly.
- 4.2. After the due date of the final balance payment You may not alter dates and may not increase the size of the Party, but you may change the names of, or reduce the numbers of members of the Party. No refunds will be given.
- 4.3. We will make all reasonable effort promptly to accommodate any amended arrangements requested by You in writing. Any amendment will only come into effect once accepted by Us in writing and will then be governed by these Terms and Conditions.
- 4.4. You agree to indemnify Us for any reasonable costs incurred in seeking to accommodate your requested amendment, even if We do not succeed in doing so.
- 4.5. Any amendments made by You not specifically referred to at 4.1 or 4.2 above will be considered a total cancellation of Your booking – see 5 below.

5. Cancellation by You

- 5.1. If You cancel Your holiday, for whatever reason and whether or not it is a reason outside Your control, the following cancellation charges will apply:-

<i>Days before departure</i>	<i>% of total booking price refunded</i>	
	<i>Peak weeks</i>	<i>Off-peak weeks</i>
More than 70	60	75
69 – 36	40	50
35 – 15	20	20
14 – 0	0	0

- 5.2. You are strongly advised to take out holiday cancellation insurance.

6. Alteration or Cancellation by Us

- 6.1. In the unlikely event We need to alter the dates of, or cancel, Your holiday for reasons not classed as “force majeure” We will offer You the choice between a full refund of all monies paid or an alternative holiday offered by Us. The refund of all monies paid is the full limit of Our liability and We accept no liability for any other consequential or incidental costs incurred by You, including charges for cancellation of Your travel and/or other services for example ski hire, ski lessons, lift passes and childcare.
- 6.2. If We have to cancel Your booking for a *force majeure* reason (that is, for reason outside Our control such as (but not limited to) war, threat of war, terrorist action or threatened terrorist action, riots, industrial action, natural or nuclear disasters, fire, flooding or adverse weather conditions, no refund or alternative arrangements will apply.

7. Your responsibilities

- 7.1. In making a booking, You personally guarantee all payments due to Us under the Contract, and You personally confirm that You and all persons in the Party agree to be bound by and to comply with these Terms and Conditions.
- 7.2. It is Your responsibility to ensure that all members of the Party have adequate liability (including liability for accidental damage to the Chalet and Our or others' property), medical and cancellation insurance. You are advised to let us have details of Your insurer(s) and policy number(s) in case of emergencies.
- 7.3. Please treat the Chalet and its contents with care and respect. We reserve the right to charge You for any damage to Our property (including the Chalet) and for any unusual cleaning required, and to require payment of any such charge before Your departure from the Chalet.
- 7.4. Any behaviour deemed by Us to be unacceptable may result in the immediate termination of the Contract and the cessation of all services to You. In such circumstances We will be under no further obligation to any member of the Party, regardless of whether they were party to, or innocent of, such behaviour.
- 7.5. Smoking is not permitted inside the Chalet.
- 7.6. We will not be liable in respect of any allergies suffered by any member of the Party unless You have previously provided Us with written details.

8. Our Responsibilities

- 8.1. We accept responsibility for any loss, death, injury or illness caused by the negligent acts or omissions of Our employees or Our agents whilst acting within the scope of their employment by Us or as directed by Us, except where any such failure to perform or improper or inadequate performance was due to any act or omission by any member of the Party, or due to circumstances which were unforeseeable or unavoidable even when exercising all reasonable care.
- 8.2. We accept no responsibility for the actions or omissions of Our employees or agents when not acting within the scope of their employment by Us or as directed by Us, including but not limited to voluntarily skiing with or socialising with members of the Party. Other than in the case of agents acting as directed by Us, we take no responsibility for the actions or omissions of any third parties.
- 8.3. Save in respect of death or personal injury, our liability will under no circumstances exceed the full monies paid for Your holiday.
- 8.4. We will not make purchases on Your behalf either before or during Your holiday.

9. Passports, Visas etc.

It is Your responsibility to ensure that all necessary documents for all members of the Party are complete and up-to-date before You travel. We accept no liability for any delay, loss or inconvenience resulting from Your failure in this regard.

10. Transport

We accept no responsibility for any delay, loss or inconvenience caused to any member of the Party as a result of delayed, rescheduled, diverted or missed flights or any other problems associated with travel (by whatever method) to and from the Chalet. No credit or refund will be given for any missed or foreshortened holiday directly or indirectly caused by any such problems.

11. Skiing

- 11.1. It is the responsibility of each member of the Group personally to judge the suitability of the skiing terrain (whether a recognised ski slope or “off piste”), based on that person’s own assessment of the conditions, the weather and his/her own skills and experience.
- 11.2. Children under the age of 18 must be supervised by a responsible adult within the Party who can make such safety-related decisions for them.
- 11.3. Our staff are not ski instructors: although they may mention particular ski runs or locations which they find enjoyable, such remarks do not constitute recommendations and are not made in the course of their employment by Us – see 8.2 above.

12. Children

- 12.1. Parents should be aware that the Chalet may be significantly different from a normal home environment, and that extra care in the supervision of children is required at all times. In particular (but without limitation) close supervision is required of children using the hot tub, sauna, gym etc.

13. Problems

- 13.1. If at any time You have any cause to complain about any aspect of Your holiday You should address Your concerns to the Chalet manager as soon as possible – the sooner We are made aware of any issue, the more likely it is that it can be promptly and satisfactorily resolved.
- 13.2. In the unlikely event that Your problem cannot be resolved locally, You should provide Us with written details (see 14.3 below within 28 days of your return).

14. General

- 14.1. Clause headings are for reference purposes only and do not form part of this Contract.
- 14.2. This Contract is governed by and shall be construed in accordance with the Laws of England and the parties submit to the exclusive jurisdiction of the English Courts.
- 14.3. All correspondence to us should be addressed to:-
20 Edge Street, London, W8 7PN.
- 14.4. Dream Ski Ltd is registered in England: Reg. No. 07060535.