



## **Alps in Style Booking Terms and Conditions**

These booking conditions, in conjunction with the information contained on our website, form the basis of your contract with Alps in Style. Please read them carefully as they set out our respective rights and obligations. In these booking conditions 'you' refers to the first named person on the booking form, who must be at least 18 years of age. 'We' means Alps in Style. A binding contract exists between Alps in Style and the first named person on the booking form when we have received your booking form, and relevant payment. This contract is governed by English Law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday will be dealt with by the courts of England and Wales.

### **Making your Booking**

For all bookings, including those made by telephone, you must complete and sign our booking form. This must be sent to us at the time of booking. You must be authorized to make the booking and to accept our booking conditions by all persons named on the booking form, and those added subsequently. You will be responsible for making all payments due to us. If you and all members of your party are aged under 18, we will need your parents or guardian's signature on the booking form on your behalf along with a letter of consent. Subject to availability, we will confirm your holiday by issuing you written confirmation, this can be by email. You must check your confirmation invoice, and all other documentation we send you carefully and as soon as you receive them. You must also let us know straight away if anything appears to be incorrect as it may not be possible to make changes at a later stage. We regret we cannot accept liability if we are not notified of any inaccuracies within 10 days of sending the document in question to you.

### **Payment**

In order to confirm your chosen holiday, a deposit of £200 is required for Self Catered holidays and £100 for Catered holidays, or euro equivalent at the time of booking, or the full holiday cost if booking within 10 weeks of departure must be paid at the time of booking. If you wish to purchase the insurance policy we offer, the appropriate premium must be paid at the time of booking. If you do not purchase our policy, you must arrange or have existing cover for your holiday, confirmation of which must be given on the booking form. The balance of the holiday must be received by us no later than 10 weeks prior to departure. If payment is not received in full and on time, we reserve the right to treat the booking as cancelled by you. In this case, the cancellation charges as set out in the paragraph 'Cancellation by You' will be payable. You may pay in either GBP or EUROS by cheque, cash, bank transfer or online transfer or in EUROS by Credit Card. Lift passes must be paid for in EUROS by either cash, cheque or Credit Card. If any cheque is dishonoured, we reserve the right to charge £15, or euro equivalent, to cover our administration costs. Please check your confirmation carefully as soon as you receive it and raise any queries immediately.

## Travel Insurance

It is a condition of booking that you take out the travel insurance we offer, details of which are set out in our website, or arrange a policy yourself which provides equal or greater cover. We are not responsible for any losses you may suffer that are not covered by such insurance. This alternative cover must provide a 24-hour emergency telephone number and repatriation service. Unless you confirm details of your alternative insurance policy on the booking form, we will automatically add to your invoice the appropriate premiums for the insurance policy we offer. These premiums must be paid on receipt of our confirmation invoice. Please note, however, that insurance cover will not be effective until all appropriate premiums have been paid to ourselves or your travel agent. In the event of an emergency, should you not have adequate insurance cover, we will offer all reasonable assistance, but it must be understood that you will be responsible for any costs involved. Please read your policy details carefully. It is your responsibility to ensure that the insurance cover you purchase is adequate for the particular needs of you and your party and that it provides equal or greater cover to that which we offer. We do not check alternative insurance policies. For claims or any other information regarding our insurance policy please contact Fogg Travel Insurance Services Ltd.

## The Price of Your Holiday

We reserve the right to increase or decrease the prices of unsold arrangements at any time before your booking is confirmed. You will be given the correct current price and/or exchange rate of your chosen arrangements at the time of booking. Once your booking has been confirmed, we will guarantee not to surcharge any existing booking arrangements. Costs charged by suppliers with whom you have a separate contract, even if arranged by us, may be subject to surcharges. Our prices are available both in GBP or EUROS and we have a right to change our exchange rate at any time. We do not charge for use of a Credit Card, however, we unfortunately cannot accept American Express or Maestro cards.

## Resort Prices

Any prices given for activities, equipment hire, instruction and ski passes were as accurate as possible at the time of going to press. We cannot, however, accept responsibility for any variation between that time and the date of payment or your holiday.

## Changes by You

If you wish to make any changes to your confirmed holiday, you must notify us in writing or by telephone as soon as possible. Whilst we will endeavour to assist, we cannot guarantee that we will be able to meet any such requests. Where we can meet a request, an amendment fee of £15 per booking form may be payable providing that we receive the request at least 56 days before departure. Request to change all names on a booking received at any time and request to make any other change received less than 56 days before departure (except as set out below) will be treated as a cancellation of the booking. The cancellation charges set out in the paragraph 'Cancellation by You' will then be payable. If you or any member of your party are prevented from travelling, that person may transfer their place on the booking to someone else (introduced by you) provided we are notified not less than 14 days before departure and paid all costs we incur and/or our suppliers incur as a result.

## **Cancellation by You**

Should you, or any other member of your party, need to cancel their holiday, we must be notified in writing or by telephone by the person who signed the booking form. Your notice of cancellation will only be effective when it is received by us at Alps in Style. We recommend that you use recorded delivery to guarantee receipt. We do not accept e-mail messages as instructions to amend or cancel bookings. As we incur costs from the time we confirm your booking and may be unable to re-sell your holiday, the following cancellation charges will be payable:

## **Notification Prior to Departure Cancellation Charge**

More than 10 weeks = Deposit  
Within 10 weeks = 50%  
Within 4 weeks = 75%  
2 weeks or less = 100%

Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling, excluding insurance premiums. Depending on the reason for cancelling, you may be able to reclaim these cancellation charges (less any applicable excess) from your insurance company. You must, however, pay the cancellation charges due to us first. We reserve the right to re-sell any part of a cancelled holiday and this does not affect our right to levy cancellation fees.

## **Changes and Cancellation by Alps in Style**

We reserve the right to make minor alterations to brochure, website and holiday details before and after bookings have been confirmed. In the case of a minor or insignificant alteration being made we will advise you at the earliest possible date. In the event of a significant alteration, you may accept it or cancel your holiday and receive a full refund. Alps in Style will pay no compensation. Very occasionally, 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. Very rarely, we may be forced to curtail your holiday after the date of departure where circumstances amounting to 'Force Majeure' occur as described below. In this very unusual situation, we regret we cannot make any refunds (except where refunds are available from a supplier), meet any costs or expenses you may incur as a result or pay any compensation.

## **Force Majeure**

We regret we cannot accept any liability or pay any compensation 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 and all similar events outside our control.

## **Our Liability**

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: 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. In the event of any liability being accepted, we shall not be liable for more than the cost of the accommodation component booked through Alps in Style.

## **Client Liability**

When you book a holiday with us, you accept responsibility for any loss or damage caused by you or any member of your party. Full payment of any such loss or damage 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) made against us as a result of your actions. We expect all clients to have respect for other people. If in our reasonable opinion 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 locals, other clients and staff) or damage to property, we reserve the right to speak to this person or 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.

## **Complaints**

If you have any complaint, or any suggestion as to how we might improve our service, please raise it during your stay or contact us in writing afterwards.

## **Children**

You must inform us if there are children (aged 15 or under) in your party and give us their dates of birth. You are responsible for their behaviour and conduct at all times. If you agree to any of our childcare services, you do so at your own risk and take full responsibility for your children, we will always do our utmost to care and look after your child to our best ability, however we cannot accept any responsibility for them. If your child becomes unwell they cannot be accepted for childcare.

## **Behaviour**

You undertake to behave in such a manner as not to disrupt the enjoyment of others, and undertake not to prejudice our reputation with our customers, the owners of our accommodation or our suppliers. The holiday of any person in breach of the clause may be terminated immediately and we will have no further contractual obligations towards him/her or them. In

addition, we reserve the right to recover in the resort the cost (or estimated cost) of any loss, damage or breakage caused by you. In the case of groups, the party leader will be held responsible for the behaviour of all members of his/her party, and any costs incurred by them in the event of loss, damage or breakage. We cannot accept responsibility for the actions of any clients or be held liable for any claims made against them.

### **Minibus Service**

For an extra charge we offer a private minibus transfer service for Geneva airport for our apartment guests. This is at our discretion and we reserve the right to withdraw this service at any time. This has been designed to assist with transfers to and from Geneva airport (Saturdays or Sundays, 9.30am to 4.30pm - outside these hours we cannot guarantee to meet you ourselves and therefore another transfer company may be used and additional costs may be incurred).

### **Conditions of Suppliers**

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. Copies of the conditions, which affect you, are available from the supplier in question.

### **Passport, Visa and Health Requirements**

We cannot accept any liability if you are refused entry onto a flight or into any country due to failure on your part to carry the correct passport, visa or other documents required by any airline or authority. Requirements may change and you should check the up-to-date position with the Passport Office and your doctor in good time before departure. Before traveling you are required to check with your doctor for your own medical requirements and carefully read through your insurance policy. As with most insurances, you are only insured for an event which occurs after you have purchased the cover. Please therefore carefully read the paragraph headed Pre-Existing Health Conditions of the policy. If you choose not to or do not declare a medical condition this will be automatically excluded by the policy terms, and do not forget this includes any other person on whom the travel plans depend.

### **Pre-Existing Health Conditions**

If you, or any other person on whom the travel plans depend, have ever had treatment for any heart or circulatory condition, a stroke or high blood pressure, any breathing condition (including asthma), any type of cancer, any type of diabetes, any psychological condition, any existing injury or other serious or re-occurring medical condition, any condition requiring long term prescribed medication or if you are receiving or awaiting investigation for any medical condition you must advise the Medical Referral Helpline to see if additional cover is available. Insurers reserve the right to impose terms. You will receive confirmation in writing of their decision. It is essential that you read the insurance certificate in full. If for any reason it is not suitable for you, you may contact Fogg Travel for a full refund, provided you return it within 14 days of receipt and you have not traveled or have made a claim. (Fogg Travel Insurance Services Ltd, Crow Hill Drive, Mansfield, Notts NG19 7AE. Tel: +44 (0)1623 631331 Fax: +44 (0)1623 420450 Email: sales@fogginsure.co.uk).