

## **Booking Terms & Conditions**

### **Winter Season 2022/23**

In these Booking Terms & Conditions, 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, you agree on behalf of all persons detailed on the booking that: they have read these Booking Terms & Conditions and have the authority to and do agree to be bound by them; and you accept financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

- **1. Payments and Confirmation of Your Chalet or Apartment Accommodation.**

To make a booking with Première Neige, or any of our subsidiary brands (Première Summer & Première Vélo, Première Escapes) you should send the appropriate non-refundable deposit payment, as detailed in the booking quotation within 3 days. You will then be notified by confirmation email of your booking & the balance owing, which is due 9 weeks before your arrival. For bookings made within 9 weeks of arrival, the full amount of the holiday is payable to confirm your booking. The party lead shall be liable for full payment for all those party members included in the booking and for any other person subsequently added to the booking.

Our accommodation is priced in Euros. Payments can be made by Uk or French BACS transfers, credit card or debit card. We do not accept AMEX. We cannot be held responsible for additional charges made by your bank for any international bank charges. The full amount must arrive in our account.

A contract between you and Première Neige will exist once Première Neige has confirmed your booking via email and after your deposit payment or for bookings made within 9 weeks of arrival- the full payment, has been cleared into our bank account.

The full balance must arrive in our account by the 9 week deadline. Should the balance not be paid on time we will assume you wish to cancel your booking and we have the right to cancel the booking and levy cancellation charges as laid out below. (See clause 7) We will make every effort to contact you before hand but if payment is not made, Première Neige Ltd reserves the right to re-book the accommodation without further notice.

- **2. Deposits**

For bookings made more than 9 weeks before your arrival, a non-refundable deposit of 20% of the total accommodation price is required on self-catered and catered chalets (minimum 300E/week) to reserve your booking. The deposit is payable at the time of booking and is not refundable.

A damage deposit in the form of pre-authorisation on your Credit card maybe required pre-arrival for your chalet or apartment. It shall be returned in full provided the property is left in a good order, with no damage or missing or broken items on departure.

- **3. Insurance**

**It is a condition of our booking contract that you have appropriate and full insurance cover. This is an essential requirement to your booking.** It is your responsibility to be satisfied that your insurance fully covers all your personal requirements including travel arrangements & delays & cancellation, pre-existing medical conditions, cancellation charges, medical expenses, repatriation in the event of accident or illness, cover for skiing, off-piste and any other sports and activities you wish to partake in, personal liability for any damage caused by you or your party to the property and to the extent such insurance is commercially available for Covid-19 or any disease caused by a new strain of coronavirus. You may also want cover for loss or damage to your personal belongings, luggage and ski equipment. If you choose to travel without adequate insurance cover, we will not be liable for any losses or claims howsoever arising, in respect of which insurance cover would otherwise have been available.

- **4. Alteration of a Booking by You**

If you wish to make any amendment or alteration to a booking, you must make such request in writing via email to Première Neige or the relevant agent, from the person who signed the booking form originally. We will advise you if the changes are possible and of any changes in costs that might occur as a result. Your whole party must agree to the changes and charges.

- **5. Alteration of a Booking by Première Neige**

Should any significant alteration to any confirmed booking become necessary, we shall inform you promptly. You shall be offered the choice of accepting the alteration, or a full refund of monies paid or a credit note provided you have not yet arrived in resort. N.B This does not include any new procedures and/ or measures which may be put in place to comply with any public health & safety requirements advised by Government or Health advisory bodies or any Circumstances Outside of Our Control.

Première Neige will endeavour to keep their website accurate and up to date at all times, however, should such alteration be required as a result of a technical error, online pricing error or similar, you shall be offered the choice of refund or acceptance of the alteration to the booking.

- **6. Amendment or Cancellation due to Circumstances Outside of Our Control**

If we have to cancel or amend your holiday due to Circumstances outside of Our Control (details listed below) we will, as soon as reasonably practicable after the start of the Circumstance(s) Outside of Our Control, notify you of the event and the effect on our ability to perform any of our obligations under these Booking Terms & Conditions.

Circumstances Outside of Our Control means any circumstance not within our reasonable control including, without limitation: (i) acts of God, flood, drought, earthquake, avalanche or other natural disaster; (ii) epidemic or pandemic; Covid-19 or any disease caused by a new strain of coronavirus; significant risks to human health such as the outbreak of serious disease; (iii) terrorist attack, civil war, civil commotion or riots; war; threat of or preparation

for war; armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any act, law or action taken by, or any guidance issued by, a government or other national or local public authority, public health authority or other national or local authority including port or river authorities; and (vi) collapse of buildings, fire, explosion or accident.

This is also applicable to the cancellation of Ski Safaris or transfers where the roads have been damaged, closed or deemed unsafe by local authorities; or vehicles unavailable or unsafe.

Première Neige will not be liable to pay any compensation or refund if the failure to perform any of its obligations under these terms and conditions results from the above mentioned circumstances. Please ensure your travel insurance is comprehensive and includes such circumstances.

- **7. Cancellation of a Booking by You.**

If you wish to cancel all or part of your booking, you must notify us in writing at [snow@premiere-neige.com](mailto:snow@premiere-neige.com)

- If some or all of your party wish to cancel their booking we will levy a cancellation charge on the scale shown in the table set out below.
- If the reason for your cancellation falls within your insurance cover, you may be able to claim a refund of your cancellation charges from the insurance company less any applicable excess.
- If you or anyone included within your holiday booking is unable to come on holiday for any reason or decides that he/she does not want to travel, you may transfer the whole holiday or the place on the holiday of the person(s) concerned to someone else/other people suggested by you and acceptable to us subject to the following:
  - You must write to us with full details of who cannot or does not want to travel and who you would like to go instead. We must receive this information at least 7 days before departure; If the change can be made, you will have to pay any extra costs due. If any person on the holiday booking no longer wishes to travel and you cannot fill that person's place, the full cost of the accommodation will still be payable (to the extent not already paid) and you will not be entitled to any reimbursement. If you do cancel, you must still pay any amendment charges, which arose before the cancellation.

A cancellation request by you will only be confirmed once notification has been received in writing at [snow@premiere-neige.com](mailto:snow@premiere-neige.com) and acknowledged by Première Neige.

<b>Period before departure in which you notify us</b>	<b>Cancellation Charge</b>
More than 64 days	Deposit only (20%)
More than 50 days	35% of holiday cost
More than 40 days	60% of holiday cost
More than 30 days	75% of holiday cost
More than 15 days	90% of holiday cost
Less than 15 days	100% of holiday cost

These charges are based on the estimated cost of cancelling your holiday and the expenses and losses we are likely to suffer if we cannot resell the accommodation.

If the balance of the holiday is not paid by you on or before the due date, Première Neige reserves the right to treat this **as a cancellation of the booking by you** and the cancellation charges outlined in this Condition 7 shall apply. **We recommend that you ensure that your insurance policy covers you against irrecoverable cancellation costs.**

The above applies only to the booking of chalet accommodation and not to additional services or in-resort activities which may be booked via Première Neige as an Agent and which will be subject to the terms & conditions of the third party provider only.

- **8. Personal Injury**

Première Neige accepts responsibility for negligence of its employees causing direct physical injury to you only to the extent that it is obliged to do so by law.

- **9. Your Liability**

You, on behalf of yourself and each member of your party undertake to behave with propriety and in such a manner as to cause no damage, distress, danger or annoyance to other guests, property and/or any third party. If you breach of this condition 9, your contract with Première Neige shall terminate immediately and Première Neige shall have no further contractual obligations.

We reserve the right to recover from you the cost of any repairs or replacements following any unreasonable damage caused by you. Credit card details will be required on check-in for this purpose and to cover the cost of any services booked during your stay. In circumstances reasonably deemed by Première Neige to be extreme, including significant damage, significant antisocial behaviour or illegal activities; Première Neige reserves the right to terminate your contract forthwith and eject you from our properties without compensation. Our staff are providing a service, and have the right to work without fear or threat of violence or intimidation – in such cases, we will not hesitate to impose these same sanctions.

- **10. Liability of Première Neige**

Première Neige accepts no responsibility for your actions and shall not be held liable for any claims made against you (or as a result of your actions) either by other guests or third parties.

Where you do not suffer personal injury or death, Première Neige's liability is limited to the invoiced costs and in no circumstances extends to additional costs incurred such as travel costs, ski hire or ski school/guides.

N.B We are not an "organiser" as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992 ("the Package Holiday Regulations") and do not accept liability under the Package Holiday Regulations or otherwise for the provision of services provided by third parties whether or not booked by us on behalf of any member of the chalet party.

*Première Neige cannot be held responsible for any other mishap to yourself or to your property and in particular for the consequences of the effects of strikes, wars, acts of terrorism, riots, robbery, sickness, quarantine, government intervention or other such*

*happenings. We strongly advise that you take out appropriate insurance at the time of booking.*

- **11. Services provided by Third Parties**

Bookings for extra services, such as taxis, ski lessons, massages, ski hire and childcare made as agent on your behalf by Première Neige are subject to the terms and conditions of the provider of the service and additional terms which may be laid down by Première Neige. Première Neige does not warrant or have any responsibility for the standard or performance of any extra services, which are the responsibility of the third party provider. You take full responsibility for satisfying yourself as to the quality and the provider's ability to execute the services in advance and will address any grievance about the extra services by approaching the respective provider(s) directly. Première Neige is not liable for any third party services and your contract is directly with the external supplier.

- **12. Complaints**

If difficulty arises during your stay you should advise a resort manager of the Première Neige staff who will endeavour to resolve the difficulty. Should this not be possible, complaints should be addressed to The Directors, Première Neige Ltd, 5/5 Harrismith Place, Edinburgh, EH7 5PA, not later than 14 days from the end of your stay. No liability can be accepted for any complaint not advised timeously in writing to Première Neige Ltd.

- **13. Jurisdiction**

These terms and conditions and the contract to which they apply shall be governed by UK Law and shall be subject to the non-exclusive jurisdiction of the British Courts.

- **14. Severance**

If any provision or part-provision of these Booking Terms & Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Booking Terms & Conditions.

**15. ENTRY, PASSPORTS, VISA AND HEALTH REQUIREMENTS**

Compliance with France and Switzerland's entry requirements is your responsibility. Similarly it is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your booking. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

You acknowledge that in resort at your destination and at your accommodation will need to comply with national and/or local guidance and requirements relating to Covid-19, and as a result certain measures have been implemented. This will likely include specific

requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability. We do not expect these measures to have a significant impact on your enjoyment of your stay at our accommodation and all measures will be taken with the purpose of securing your safety and those around you

- **17. Use of Première Neige WiFi & Satellite Television**

- 17.1 Our Obligations

- In accommodation where WiFi and/or satellite freeview Television are available, we will make all reasonable endeavours to ensure that this free service is available 24 hours a day; however we will not be liable if for any reason the service is not available at any time or for any period. Broadband coverage in the Alps can be, and often is unreliable. Access to the service may be suspended at any time.

- 17.2 Your Obligations

- You will keep confidential any access codes or passwords provided to you in order to access the service, and will not disclose them to any other person for any reason. You will be responsible for any loss that arises from you losing, misusing or otherwise disclosing any such access codes or passwords. If you lose any such access codes or passwords, you should contact Concierge immediately.

- 17.3 Fair Usage

- The service is intended to allow you to access the internet in order to use, amongst other things, the worldwide web, e-mail, Skype, messaging services and chatrooms. You undertake to us that your behaviour while using the service will be lawful, honest and proper. Without prejudice to any other provision of these Terms & Conditions, we may terminate your use of the service at any time without notice if we become aware of any behaviour that has a negative impact on our equipment or network or the use by other customers of our equipment or network or the internet in general, or which damages, or has the potential to damage, our reputation or standing.

- 17.4 Additional Exclusions

- Without prejudice to the generality of Condition 17.3 above, you may not:

- use the service for any illegal purpose;
    - access or attempt to access the service provided to any other customer;
    - use the service in such a manner as to host a web or other server, send or facilitate the sending of bulk e-mail or collect third party personal data without appropriate consent;
    - resell, or attempt to resell, the service to any third party;
    - use the phone line to make telephone calls; or
    - access or attempt to access the internet via connecting directly to the phone line – connection should only be made via the router provided.

- 17.5 Breach of these Terms & Conditions

- We shall investigate any suspected breach of this Condition 15 by you, and reserve the right to take such action as we, in our sole discretion deem appropriate, including suspension or withdrawal of the service with immediate effect and without notice to you.

- 17.6 Disclaimer

You acknowledge that your use of the service is at your own risk. The service is provided on an “as available” basis, and to the fullest extent permitted by law, we hereby exclude all and any warranties or conditions of any kind, whether express or implied, in respect of the service and any content or data obtained or downloaded from it. Without prejudice to the foregoing generality:

- we do not warrant that the service will be uninterrupted, timely, secure or error-free at all times or will meet your requirements; and
- we are not responsible for the security, integrity, accuracy or completeness of any information that you transmit or receive while using the service.
- The disclaimer under this Condition 17.6 is without prejudice to your statutory and other rights as a consumer.

BY USING THE WIFI FACILITY AND/OR SATELLITE TELEVISION IN YOUR ACCOMMODATION YOU WILL BE DEEMED TO HAVE READ, UNDERSTOOD, ACCEPTED AND AGREED TO BEING BOUND BY THE FOREGOING CONDITIONS.

- **18. Pets**

Pets shall **not** be permitted in any Première Neige property, with the exception of those properties which are specifically identified as ‘Dog-Friendly’. In such cases, it is your responsibility to inform Première Neige of any intention to travel with a pet, and have this agreed in writing prior to arrival.

You shall accept full responsibility for your pet whilst in Première Neige accommodation, and accept that you will be liable for any damage to the property or its contents, any extra cleaning required, as a result of the behaviour of your pet during your stay. Pets must not be left alone in the property for any extended period.

- **19. Taxe de Sejour**

Taxe de Séjour – is a local tourism tax charged across France by the local commune. It is payable by you and is not the responsibility of Première Neige to pay.

At present this is charged at the rate of 1€ per person per night and applies only to adults over the age of 18 years. It is up to the guests to inform us of any persons in their group under the age of 18.

Première Neige are legally obliged to collect this on behalf of the Mayor’s office for all guests of qualifying age that are staying in Sainte Foy. It must be paid on or before arrival.

- **20. Hot-Tubs/Jacuzzis**

We understand that having a hot tub in your property is a really special touch to your experience and adds that little bit of extra indulgence to your break. We want you to have pleasurable experience relaxing under the stars and enjoying the company of friends and family. For your (and your guests’ safety), it is essential to understand and adhere to the advice and guidelines for proper use as outlined below:

- The hot tub must never be switched off at the mains. Only authorised maintenance personnel are authorised to control the mains power.
- Hot tub cleanliness is paramount. For your own safety it is essential that the water is kept clean as failure to do so results in the water balance changing which seriously diminishes the effectiveness of the sanitising chemicals. Our authorised maintenance personnel will check the chemical balance of the hot tub periodically to monitor the levels of micro bacteria. This may be up to 3 times a day (dependent on usage) to check the water balance and quality.

Water balance/chemicals will be adjusted as necessary and results recorded. This procedure is a safety requirement for hot tubs in properties and ensures that the chemical balance of the water remains continuously safe for your enjoyment throughout your stay.

- If upon inspection the hot tub is found to be dirty due to misuse, it may be necessary for us to empty the hot tub and switch it off. If upon inspection the hot tub needs to be cleaned and/or refilled be aware that it can take up to 48 hours for the pool to reheat.
- If the hot tub is out of action due to misuse or mechanical failure there shall be no compensation payable to the client.
- People with infectious diseases should not use the hot tub.
- The use of alcohol, drugs or medication before or during the hot tub may lead to drowning.
- People on medication should always consult their doctor before using the tub.
- People who are pregnant, obese, have heart conditions, blood pressure problems, circulatory problems, skin conditions or diabetes should always consult their doctor before using the tub.
- Do not use the tub immediately after strenuous exercise.
- Prolonged use of the hot tub can lead to hyperthermia. This is a dangerous condition when the internal body temperature exceeds 37 degrees. Symptoms may include failure to perceive impending hazard, failure to perceive heat, failure to recognise need to leave the tub, unconsciousness and drowning.
- Do not open the electrical box of the hot tub.
- Do not drink the water, or allow the water to enter your mouth.

### **Guidelines for Proper use of the hot-tub**

The hot tub has been provided for you to enjoy in comfort and provide a relaxing experience whilst you stay with us. However for your safety and enjoyment there are guidelines for the proper use of the hot tub that must be adhered to by all guests. This is an important health and safety legal requirement for Hot tubs used in a commercial environment. You must adhere to the guidelines set out below. Failure to do so could result in injury or death and Première Neige accepts no liability, due to loss or injury in relation to inappropriate behaviour, or misuse whilst in or around the confines of the hot tub. There are a few simple rules to follow so you can enjoy the tub throughout your stay.

### **Hygiene**

Guests must shower and use the toilet before entering the hot tub. Fake tan will stain and dirty the hot tub, requiring us to empty the hot tub and switch it off. This will incur a cost.

Do not use any soaps or detergents of any type in the hot tub, this will result in it having to be shut down, emptied and refilled. This will incur a cost. Appropriate swimwear should be worn at all times, naked bathing is not permitted.

### **Proper Use**

The hot tub is quite deep so for caution there should always be a minimum of 2 people in the hot tub in case of an emergency. Keep all loose articles of clothing and jewellery away from the rotating jets. Test the water with your hand before entering to make sure it is a comfortable temperature. Guests should never submerge their head in the water. Hot tub water is not suitable to be in or near your mouth and should never be consumed. It is your



responsibility to instruct any children of this advice. Do not jump into the hot tub, nor stand on or jump on the lid. Be aware that surfaces in and around the hot tub may be slippery with water or ice.

#### **Food & Drink**

Never take glass into the hot tub, plastic glasses are provided. Any glass broken in or around the tub needs to be reported immediately.

#### **Children & Pregnancy**

Risk to children – Extreme caution must be exercised to prevent unauthorised access by under age children. The hot tub cover must remain closed at all times unless a responsible adult is present. Instruct your children to shower and visit the toilet prior to use of the tub and inform them to keep their heads out of the water (especially mouth and ears). Use extreme caution with all children wishing to use the hot tub, they are prone to overheating and this can be very dangerous.

Children **MUST** be supervised at all times.