

Booking Terms and Conditions

i. **Terms and expressions used in these Booking Terms and Conditions**

In these booking terms and conditions “we” and “our” are references to Ski Vive Limited and “you” and “your” are references to the chalet party or any member of the chalet party (including the party leader) as the context may require, and to the following other words and expressions shall have the following meanings:

“chalet accommodation” means accommodation in a Ski Vive chalet together with all meals, drinks and other services referred to in the website as being included in the chalet price;

“chalet price” means the price per person for a particular chalet or, when applicable, the price for the entire chalet, for the period of stay specified in the website;

“chalet party” means those named in the booking (or added to the booking subsequently) , collectively or any member of the chalet party individually as the context may require;

“party leader” means the person making the booking;

“total chalet price” means the amount which is the total of the chalet prices for the chalet party or, when applicable, the price for the entire chalet, for the period of stay specified in the website;

“other service” means any service, other than chalet accommodation, received by any member of the chalet party whether or not provided by, or arranged by, us (including without limitation, insurance services, medical services, transport, excursions, winter sports equipment hire, and winter sports lessons and guiding);

“website “ means www.skivive.com.

ii. **The Booking**

The party leader must be authorised to make the booking in accordance with these booking terms and conditions on behalf of all members of chalet party. By making a booking you warrant as party leader that you have that authority, and confirm the agreement of all members of the chalet party to be bound by these booking terms and conditions. This warranty extends to any persons you may add to the booking subsequently. As party leader you must be over the age of 18 years at the time of submitting the booking. The party leader is responsible for the total chalet price and any additional charges and for making all payments due to us.

iii. **Prices**

Chalet prices are for chalet accommodation as defined in paragraph i. above and do not include other services. Where we offer to provide, or do provide, any other service to you, this shall be taken at your option and be separately priced, and in every case may be taken or cancelled (as may be permitted under the terms stated by us for such other service) without affecting the provision of the chalet accommodation. Other services provided by third parties are subject to paragraph x. below.

iv. **Deposits**

The deposit is 25% of the total chalet price and is not refunded under any circumstances save for a full refund pursuant to paragraph xi. below.

v. **Balance**

The balance of the total chalet price is payable eight weeks prior to the commencement of the period of stay or in full if booking is made within nine weeks of the commencement of the period of stay. The total chalet price must be received by us in cleared funds prior to the chalet party's arrival at the chalet. Chalet accommodation booked within two weeks of the date the period of stay commences must be paid for by credit transfer or cash to our bank at your expense.

vi. **Payment**

Payment should be made by bank transfer into our UK bank account as detailed on your holiday confirmation.

vii. **Credit/Debit Cards**

We can accept payment by credit or debit card in euros, or in pounds if it is made through Pay Pal. Payment through Pay Pal incurs a 3.5% charge.

viii. **Bookings**

All chalet accommodation is offered subject to availability. No booking is deemed to exist until an e-mail has been received along with the appropriate deposit and we have confirmed the booking to you. Telephone bookings will be held for five working days, pending receipt of the appropriate deposit. If the deposit is not

received by us within this five day period the booking will be deemed void and we reserve the right to re-sell the entire chalet or any part of it without further notice. We reserve the right to decline to accept a booking in our absolute discretion and without giving any reason.

ix. **Package Holiday Regulations**

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.

x. **Services Provided by Third Parties**

Other services provided by third parties, whether or not booked by us on your behalf, are subject to the terms and conditions of the provider of such other services. We are not a party to the contract for such other services, and whether or not we recommend the service provider we do not warrant the standard or performance of such other services or the suitability, the fitness for purpose of any equipment used or provided, any training or guidance given, or compliance with any applicable law or regulation or any other feature of such other service (each of the foregoing a “service feature”), and we shall have no liability whatsoever to you for such other services. If we book any such other service to be provided by a third party on your behalf we do so only as your agent. You must take full responsibility for satisfying yourself in advance as to any service feature and as to the service provider's qualifications and ability to provide such services. You must address any grievance about such other service directly to the relevant service provider.

xi. **Cancellation by Ski Vive**

If owing to circumstances beyond our control we cancel any chalet accommodation booking you may elect for a full refund of the total chalet price or chalet accommodation in comparable Ski Vive chalet accommodation if such accommodation is available. We shall have no other liability to you whatsoever. Circumstances beyond our control include, without limitation, unusual and unforeseen events such as war or threat of war, riot, terrorism, natural disasters, fire, technical problems or accidents at airports, ports, on roads or railways or otherwise in respect of transport of any kind, inclement weather, consequences of Brexit or governmental action.

xii. **Limitation of Liability**

Save where you suffer personal injury or death, our liability is limited to the total invoiced chalet price for the chalet party member concerned and under no circumstances extends to additional costs incurred in the taking of the holiday such as travel costs or other services.

xiii. **Cancellation by You**

If chalet accommodation is cancelled by you a cancellation charge will be made as follows:

Days before period of stay commences	Cancellation charge as a %age of total price
More than 56	25%
56 - 43	40%
42 - 29	50%
28 - 15	75%
14 - 0	100%

xiv. Cancellation of the chalet accommodation shall not constitute cancellation of other services. If you wish to cancel other services you must do so in accordance with the terms and conditions (including payment of any cancellation charges) applicable to those other services.

Notification of cancellation of chalet accommodation must be in writing (email, fax or post) and cancellation charges will be calculated from the date of receipt of the written cancellation. We take no responsibility for non-delivery or non-receipt of the notification of cancellation. If the balance of the total chalet price is not received at least eight weeks prior to the day the period of stay commences the booking may be deemed to be cancelled by you, and we reserve the right to re-sell part or all of the chalet without further notice. In practice all reasonable efforts will be made by us to contact you. Non-receipt of the balance of the total chalet price will not be taken as notification of cancellation of the booking and you shall be liable for cancellation charges as detailed above if you subsequently do cancel the booking.

xv. **Entire Chalet Bookings**

Where an entire chalet is booked the entire chalet must be occupied or the empty bed charge paid for empty beds. If subsequent to booking any member of the chalet party cancels, the total chalet price, less the appropriate empty bed discount, must nevertheless be paid. If subsequent to an entire chalet booking you reduce the occupancy and do not wish to pay for empty beds then we, at our discretion, will deem the booking for the entire chalet to be cancelled and the cancellation charges at xiii. above will apply to the total chalet price.

xvi. **Other Groups**

We reserve the right to have other persons staying in the chalet unless the entire chalet is taken.

xvii. **Behaviour**

You shall indemnify us in full on demand in respect of any and all liability of us or any claim made against us as a direct result of damage caused by any member of, or any guest of, the chalet party to any of the Ski Vive chalets or any of their contents. All damage and breakages directly caused by you or by such guest will be charged to the party leader and must be paid for before departure from the chalet. You undertake to us to behave in such a manner as not to disrupt the enjoyment of other persons staying in our chalets, or prejudice our reputation with the owners of our chalets or local residents. The chalet accommodation of any chalet party member in breach of this paragraph may be terminated immediately and without refund of any part of the total chalet price or other compensation, and we will have no further obligation to you in respect of such chalet party member.

xviii. **Insurance**

It is a condition of booking that all chalet party members have appropriate travel insurance.

xix. **Law and Jurisdiction**

These booking terms and conditions and any matters arising from them shall be governed by and construed in accordance with English law and are subject to the jurisdiction of the courts of England and Wales.

xx. **Accuracy**

We have used all reasonable endeavours to ensure that the information on this website is accurate; however, we do not warrant that all included information, especially that supplied by third parties (such as providers of other services) is correct or complete. Pages on the website are provided to users 'as is' and 'as available', and may have technical inaccuracies. We will endeavour to update and correct this site as soon as new information becomes available to us, but we give no warranty as to when any such update will be made. We shall not be liable for any damage or loss that may arise, directly or indirectly, from the use of information contained on this website.