

## 1. Booking Terms and Conditions – Off Piste Madness Ltd

These Terms and Conditions form the basis of your holiday contract with Off Piste Madness Ltd. They set out our respective rights and obligations and you should therefore read them carefully.

A binding contract between us comes into existence when we dispatch our confirmation letter and invoice to you. This contract and all matters arising out of it are governed by English law. In the unlikely event of any dispute between us, we both agree this will be dealt with by the courts of England and Scotland.

## 2. Reservation.

Once we have received your booking form, we can reserve a holiday for up to 7 days; however, this is not a contractual booking and can be cancelled by either Off Piste Madness Ltd or by you at any time.

## 3. Bookings and Payments.

To make your booking, you must complete our booking form. The party leader (who must be at least 18 years of age) must complete this on behalf of all persons named on the form, confirming your acceptance of these booking conditions. The party leader will be responsible for all payments due in respect of the arrangements purchased.

The booking form must then be forwarded to us, and once we have confirmed your holiday in writing, a deposit of 50% is payable. Once we receive this payment a confirmation letter and invoice will be sent to you. The confirmation letter will detail the payment of your remaining balance, will include any special arrangements we have agreed to provide and forms part of your holiday contract. Please check the confirmation letter and invoice carefully as soon as you receive it and raise any queries immediately.

If the booking takes place less than 8 weeks before departure, full payment must be made at the time of booking. Payments may be made by cheque (UK bank or building society or drawn on a French bank in Euros) or in cash (Sterling or Euros).

If any cheque is dishonoured, we reserve the right to charge £15 to cover our administration costs.

## 4. Special Requests.

If you have a special request, please clearly note it on your booking form or, if after booking, make it in writing to us. A special request will only be binding if we have confirmed in writing that it will be complied with. Therefore, unless we have agreed in writing to provide such a service or facility, failure to meet any special request will not be a breach of contract on our part.

If we undertake to pass on requests to suppliers or other service providers (e.g. ski schools) we cannot guarantee such requests will be met even if we have confirmed that they have been passed on.

If you have any medical problem or disability, which may affect your holiday, you must advise us in writing at the time of booking giving full details. If we reasonably feel unable to properly accommodate your particular needs, we must reserve the right to decline your booking, or cancel it when we find out the full details if you fail to provide these at the time of booking.

## 5. Alterations.

Should you wish to make any changes to your holiday arrangements after they have been confirmed, you must advise us in writing. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests.

Any alterations made to the existing booking, except additions or transferral of names will be deemed a cancellation and the charges, as set out below, will apply. It may also be necessary to levy a small administrative charge to process any alterations.

## 6. Cancellation.

Should you, or any member of your party, need to cancel your holiday once it has been confirmed, the person in whose name the booking was made must immediately advise us in writing.

Cancellation charges will then be payable as set out below, to compensate us for the cost of making your booking and the risk that we may be unable to re-sell your cancelled arrangements.

These charges are calculated from the date on which we receive written notice of the cancellation.

Notification Given	Cancellation Charge % of holiday
More than 8 weeks	25%
Within 8 weeks	50 % (Deposit Retained)
Within 4 weeks	75%
Within 2 weeks	100%

## 7. Cancellation by Off Piste Madness Ltd.

Unfortunately we must reserve the right to cancel your holiday with us. In the unlikely event of such an occurrence, we will endeavour to find you alternative accommodation or to refund all monies paid by you to Off Piste Madness Ltd.

We cannot be held responsible for any other costs or expenses incurred by you.

This does not include situations caused by 'Force majeure' (see clause 9), under which circumstance we cannot accept liability nor offer compensation.

## 8. Insurance and Personal Liability.

Off Piste Madness Ltd accepts no liability for any accident, losses or suffering arising for any reason during your stay in resort. We will offer assistance where possible, but such assistance is free and unqualified and carries no liability whatsoever.

Please ensure that all members of your party are adequately insured for your holiday and that you have the necessary documentation with you when you travel.

## 9. Force majeure.

We regret that we cannot accept liability or pay any compensation where the performance of our contractual obligations is prevented or affected by reason of circumstances amounting to 'force majeure'.

Such circumstances shall include, but are not limited to, war, threat of war, civil strife, terrorist activity, natural or nuclear disaster, fire, industrial disruption, inclement weather, transportation problems, government action and similar events beyond the company's control.

## 10. Transfers.

Off Piste Madness Ltd offers a private, complementary transfer service from Geneva International Airport to the chalet. Please contact us as soon as possible with your full flight details so that we can coordinate your arrival/departure with other guests.

Please note that this is a complementary service, for the benefit of our guests. Off Piste Madness Ltd can not accept any responsibility for delays and occurrences beyond our control which may cause you to miss your departing flights.

## 11. Passports.

You will require a full passport to visit Switzerland and France. UK residents do not require an entry visa. Guests of other nationalities should contact their own embassy for details of entry requirements for both Switzerland and France.

Off Piste Madness Ltd cannot accept any liability if you are refused entry onto a flight or entry into any country due to failure on your part to carry the correct passport, visa or other documents required by any airline or authority.

## 12. Children's facilities in resort.

Even though Off Piste Madness Ltd provides information on children's facilities that you can arrange in resort, we have no control over their operation and it is possible that these might be different from those advertised. All crèches can refuse to accept or retain any child whose behaviour is considered unacceptable or disruptive, or any child who will not settle and is clearly unhappy.

The crèches are operated independently and not by Off Piste Madness Ltd. It is therefore crucial that you are satisfied with the arrangements when registering at any of the crèches or childcare facilities in resort.

## 13. Activities.

If you carry out any activities with a member of Off Piste Madness Ltd staff or representative of the company, Off Piste Madness Ltd cannot take any responsibility for injuries howsoever caused.

At all times you and your Party must use your own judgements based on your abilities, and all activities are at your own risk.

## 14. Delay.

We regret we are not in a position to assist you in the event of delay at your outward or homeward point of departure. Any airline concerned, may, however, provide refreshments etc.

## 15. Behaviour.

You, the client, undertake to behave with propriety and in such a manner as in no way to cause distress, damage, danger or injury to other clients, property, our employees and/or any third party.

The contract of any client in breach of this clause shall be terminated forthwith and we will have no further contractual obligations. We reserve the right to recover the cost of any damages caused by you.

## 16. Self-Catered Properties.

A security deposit is required for every rental property in case of damage to the Property or its contents. This amount will be confirmed individually for each property in our written correspondence with you following your booking, and is payable in euros on arrival in resort.

We will account to you for the security deposit on arrival and refund the balance at departure after having checked the property and its contents.

The maximum number to reside in the Property must not exceed the number agreed in your Booking Confirmation, unless Off Piste Madness Ltd has given written permission.

The rental period shall commence at 4pm on the first day and finish at 10am on the last day. We will not be obliged to offer the accommodation before the time stated and the you will not be entitled to remain in the accommodation after the time stated.

You and your Party agree to be considerate tenants, to take good care of the Property and to leave it in clean and tidy condition at the end of the rental period.

Although a light final clean is included in our prices, we reserve the right to make a retention from the security deposit to cover additional cleaning costs if you leave the Property in an unacceptable condition.

You and your Party also agree not to act in a way which would cause disturbance to those resident in neighbouring properties.

Please report to us without delay any defects in the Property or breakdown in the equipment, machinery, or appliances in the Property or garden, and arrangements for repair and/or replacement will be made as soon as possible.

Off Piste Madness Ltd shall not be liable for any temporary defect or stoppage in the supply of public services to the Property, nor in respect of any equipment, machinery or appliance in the Property or garden.

Under no circumstances shall Off Piste Madness Ltd's liability to you and your party exceed the amount paid by you to Off Piste Madness Ltd for the rental period.