

# Terms and Conditions Winter 2019-2020

The following T&Cs are our previous Booking Terms & Conditions as of 22/07/2020 they have been superseded by our new T&Cs, which you can find here. The below listed T&Cs will no longer apply to bookings made for Winter 2020-21 (28/11/2020-07/05/2021) and our new T&Cs will be retrospectively applied to the bookings.

## Our Booking Contract

Please read this information and your booking confirmation email carefully, together they contain important information about your holiday and the services we provide, as well as the terms and conditions of the agreement between Chardons Limited (company No. 08696777), 7 Park View, Shawford, Winchester, Hampshire SO21 2BS (referred to as "we, us, our") and all persons named on your booking (referred to as "you and your").

By making a booking with us you agree to accept the following Terms & Conditions.

By making a booking whether by telephone, online or in person you are making an offer to purchase the facilities and services requested, which will only be deemed accepted by us when all deposits have been fully paid and we issue your booking confirmation. The resulting contract is deemed to be made on the terms of these booking conditions at our offices and is governed by and construed in accordance with English law.

**NOTE** that no contract will be made between you and us where a provisional booking or reservation enquiries are made and not supported by your payment of the deposits in full and our issuing you with a booking confirmation.

The person who completes your booking and who pays your deposit does so as agent for all persons named on it and by doing so warrants that he/she has authority to sign on behalf of all persons named on the booking form and acknowledges that these terms and conditions apply to all such persons.

This holiday contract does not include any facilities, services, activities or excursions, such as those that are available to be purchased separately in resort, that you book and pay for after receipt of the booking confirmation ("additional activities"). These additional activities are provided by separate contracts but care should be taken to note at the time additional activities are booked who it is that is agreeing to provide you with such additional activities, because it may not always be us.

We will treat each element of the booking including the accommodation and any additional activities as separate bookings, so that the price charged in total for the booking of more than one element will always equal the prices charged separately for each individual element. To help you to identify which element you would like to book, prices on our website are listed by element and each element of the booking is available to buy separately at the same price as it would be if more than one

element is booked. **This means that separate items purchased do not constitute a package as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992 or package or Linked Travel Arrangements as defined in the Package Travel and Linked Travel Arrangements Regulations 2018.**

If you have any questions about the information contained in either these terms and conditions or your booking confirmation email, please do not hesitate to contact us as soon as possible so that we can resolve your query.

Please refer to our website, [www.chaletchardons.com](http://www.chaletchardons.com) for detailed descriptions of your accommodation.

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## Making Your Booking

To make a booking call the UK Office on 01600 800 300 (UK local rate, +44 1600 800 300 from abroad), email us using our booking form on our website or use our online sales tool.

Where your booking is provisional only (i.e. you have not paid the deposits in full), we may hold an option (at our sole discretion) on that provisional booking for up to 24 hours (unless otherwise agreed by us in writing). If you have not confirmed your booking within 24 hours, we may sell the rooms you have provisionally booked to third parties and cancel your option without further notice. It is not always possible to hold options on late availability prices.

In some cases it may not be possible for you to book online and in such cases telephone and email enquires will, on payment of the relevant deposit, be deemed to be offers by you which are subject to acceptance by us on receipt by you of our booking confirmation email. When you receive our booking confirmation email, your booking will be subject to these terms and conditions.

### Deposit

To confirm your holiday, we ask for a deposit of between 100 – 200 euros per person. The exact deposit amount will be specified at the time of booking. However, if you book within 12 or fewer weeks of departure, we will ask you for the full cost of your holiday when booking.

### Balance

The balance of the cost of your holiday is payable 12 weeks prior to arrival. We will endeavour to contact you prior to this date to remind you that the balance is due. If the balance is not received by the due date, then we reserve the right to cancel the booking and retain your deposit. Your final balance and due date can also be found in your online 'MyBooking' area. Details of this will be provided on your booking confirmation email.

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# Communication Between You and Us

All communication and correspondence will be made between us and the group party leader only who will be identified by you at the time of booking. It is then the group party leader's responsibility to pass on any relevant information to other members of your group and to ensure that all members of your group are adequately insured.

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## Prices

All our holidays advertised on the website or otherwise are subject to availability and the price on the day of booking.

We sell our holidays in Euros. At the time of booking we will provide you with a quotation in euros and an indicative pounds sterling price based on the then current exchange rate. Where you pay the deposit or final payments after the date on which those quotes are given the pound sterling price indicated may be subject to change with currency fluctuations. To fix the price in pounds, as indicated (dependent on the actual rate your bank charges), you can pay your final balance at the time of making a reservation.

The prices shown or given are per person per week (unless otherwise indicated) and are based on two to six people sharing a standard room. A single supplement of up to 100% may be charged for any empty bed within a room, the reason for imposing such a supplement is because our contract is based on a price per room while our holidays are sold per person.

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## Your Holiday

The services that form part of your holiday will be provided either directly by us or by independently contracted suppliers.

Unless stated otherwise the price of your holiday will include: accommodation at the chalet named in your booking confirmation email; breakfast and afternoon tea on 7 days; dinner on 6 evenings with complimentary wine; all local resort taxes and Value Added Tax. Not included in the price of your holiday is dinner on your chalet staff's day off, your transport to and from the resort, flights, your lift pass, any equipment hire (although passes can be arranged for collection upon arrival and we can assist you with your equipment hire at a Chalet Chardons discounted rate) and winter holiday insurance.

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## Accommodation

The number of people permitted to stay in your accommodation is strictly limited to the number of beds booked as set out on the booking confirmation email. Subletting, sharing, or assignment is not allowed, although prior to arrival changes may be able to be made by contacting us. Please note that we cannot make refunds either for any unused part of your booked holiday accommodation or for services that we were contracted to provide.

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## Dietary Requirements

Please let us know when booking if any members of your party have special dietary requirements. Subject to the local availability of ingredients our chefs will endeavour to cater for any dietary requirements where possible. You acknowledge that in extreme circumstances we may be unable to offer a 100% satisfactory dietary service. We ask that in order to assist your chef you bring along any supplements that your party may require. On arrival, please also ensure that you discuss your specific needs with your chalet host or chef.

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## Insurance

It is an express condition of your contract with us that you and the members of your party obtain suitable Winter sports Insurance, from a reputable provider, offering cover for (but not limited to):

- Emergency Medical Expenses including, amongst other costs; mountain rescue, ambulance charges and repatriation
- Cancellation of your trip or Curtailment (cutting short your trip)
- Resort closure due to force majeure
- Too much snow as well as too little snow
- Personal Liability to include, amongst other liabilities; damage caused by your negligence to the property in which you are staying and may not include a clause which restricts actions being taken against a travelling companion other than family
- Loss or damage to hired equipment
- Travel and transfer delays (outbound and inbound) which must include amongst other costs; additional costs incurred in the event of a delay beyond your or our control
- The policy must include the additional activities you are likely to do and in particular off-piste skiing with or without a guide (it is possible to ski off-piste inadvertently)

We will not accept liability of any nature for loss or damage incurred by any of your party traveling to and staying with us as a result of them not having adequate insurance.

You acknowledge that all modes of travel to and from our resort (including, but not limited to, our partner travel company) may be subject to delays or cancellation and

additionally you accept that we are not responsible for any such travel delays or cancellations.

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## Alterations and cancellations made by you

If you wish to change your booking to a different date, chalet or room within the same season, we will do our best to accommodate you (subject to availability). Please note that we will need confirmation of any change in writing. There may be extra charges incurred due to differences in the advertised prices.

If you cancel your holiday the cancellation charges below are payable from the date we are informed of your cancellation and are calculated to cover the cost of processing your cancellation and to compensate us for the risk we take that we may not be able to resell your holiday.

Where cancellations are made more than 12 weeks before your intended arrival date you will be liable to forfeit your deposit although we will do our best to try to resell your holiday to another person; in which case we may be able to refund it. Otherwise, the following charges apply:

- Cancellation between 12 and 6 weeks before your intended arrival date 75% of the total amount payable.
- Less than 6 weeks before your intended arrival date 100% of the total amount payable.

Please note that depending on the reason for your cancellation, you may be able to claim the charges under the terms of your holiday insurance.

Your identified party leader is responsible for paying this charge and you acknowledge that he or she is responsible to your party for accounting to you.

If any alteration to your booking changes your party's qualifications such that you would no longer be entitled to a free place (for example), you may lose your group discount altogether and the remaining group members may be required to pay room under occupancy charges.

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## Alterations by us

Our holidays are planned far in advance therefore it is sometimes necessary or prudent for us or our landlords to make changes (for example to a particular room in a chalet) either before or after the holiday contract is made and we reserve the right to do so. Occasionally it is necessary or prudent for us or our landlords to make major changes to the extent that your intended accommodation may not be available. Unless any changes made are major changes or your holiday is cancelled you agree that you are not entitled to compensation.

Where a cancellation or major change is notified to you, we will endeavour to automatically offer you a substitute holiday which in our sole discretion is of at least

equivalent standard and in such circumstances you will not have the right to cancel nor will you be entitled to a refund.

If a holiday of equivalent standard cannot be offered to you, you may accept a holiday of a lower standard plus the difference in price between the original holiday and that offered as an alternative or you have the right to withdraw from the contract and receive a refund of all sums paid by you in respect of the holiday. For the avoidance of doubt no compensation is offered to you in such circumstances nor will it be payable by us.

There are no circumstances (including our negligence) in which we are liable for any consequential losses whatsoever such as (but not limited to) losses of holiday entitlement, loss of earnings, or the cost of onward flights or other transport or activity arrangements.

In the event we are unable to perform our contractual obligations due to circumstances amounting to force majeure (see below – ‘Events Beyond Our Control’ section), this will not be regarded as an alteration by us and we will not be liable to pay any losses, damages, costs or expenses incurred by you as a result of any such change or non-performance of our contractual obligation, nor will you be entitled to a refund. You are reminded to take out adequate travel insurance to cover such eventualities.

Where you book your holiday and a booking confirmation is sent, we will not retrospectively refund you where we subsequently alter our prices on advertising a special offer.

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## Brexit and the transition period

It is possible that various consequences of Brexit, the lead up to it and/or a transition period may affect the performance of our booking with you. The situation is fluid and currently we have little idea how our future relationship with the EU will unfold and how this will affect travel in Europe or the holiday we are offering.

We know nothing of the likelihood of the introduction of new laws or of existing laws ceasing to apply or changes in current legislation or the timescales for any of these. Any of these changes may restrict or entirely prevent our ability to provide you with certain services that make up your chosen arrangements.

At present, the changes in law that we consider are most likely to occur and, in turn, affect your chosen arrangements are based on a potential inability for the United Kingdom as a whole (and ourselves, for the purpose of this clause and your chosen arrangements) to rely on the free movement of workers and, in particular, the Posted Workers Directive. The result of this may be that we are unable to provide you with certain services that make up your chosen arrangements, such as the provision of a local representative, chalet hosts and chefs etc.

Should Brexit (including any transition period) result in a change of law that prevents us from providing you with certain services that make up your chosen arrangements, we will:

- Make reasonable endeavours to provide you with suitable alternative services to those that we are unable to provide in any way that we see fit;  
or
- If it is not possible for us to arrange alternative services, provide you with a partial refund in respect of the services that we are unable to provide. Provided that we comply with the steps listed above, we will have no further liability to you for any non-performance in services brought about by the process leading up to Brexit or Brexit itself (including the transition period).

However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

As well as the consequences of Brexit and the changes leading up to it having a potential impact upon our ability to provide you with your chosen arrangements, it is also possible that Brexit (including a transition period) may impose additional obligations upon you, in order for you to take part in your booked arrangements, for example:

- Whereas currently there is no requirement for British nationals to obtain a visa when visiting EU countries, it may be the case that this position will change and that a visa will indeed be necessary for you to visit the country in which your booking will take place;
- The current reciprocal European Health Insurance scheme may come to an end, meaning that you can no longer use your EHIC card and obtain medically necessary treatment under that card in your destination country. While the existence of the EHIC scheme is not an alternative to obtaining adequate travel insurance, an inability to rely upon it after Brexit may mean that a greater level of travel insurance is required and so you should take this into account when purchasing travel insurance for you and your party.

For the avoidance of doubt, it remains at all times your responsibility to comply with any additional obligations that may be imposed on you as a result of Brexit, in order to take part in your chosen arrangements.

If there is an inconsistency between the provisions of this clause and any other provision of this agreement, the provisions of this clause shall prevail.

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## Covid-19 Temporary Flexible Booking Conditions for 2020/ 2021

For bookings made between the 16 May 2020 and 1 September 2020 only.

We are very aware of the concerns that the Coronavirus pandemic (COVID-19) may cause with booking a holiday at this time. Due to this uncertainty regarding travel we have made the decision to allow flexible booking and lower deposit requirements.

Please note this temporary update does not change any other terms and conditions of booking stated below other than the ones specifically mentioned here.

To allow greater flexibility and peace of mind we are temporarily adjusting our Terms and Conditions to provide the following changes for any booking made between 16 May 2020 and 1 September 2020 (the 'effected booking period'):

- 150 Euro Deposits: the deposit required to secure a room or chalet during the effected booking period will be reduced to €150 per person.
- Flexible Deposit: Until the 1 September 2020 for any bookings made during the effected booking period the guests may request, for any reason whatsoever and completely free of charge, to move their deposits to secure another date/chalet within the Winter 2020-2021 season and the following season Winter 2021-2022 (must be before 1 May 2022), subject to availability of chalets and dates. In order to move a booking please email [info@chaletchardons.com](mailto:info@chaletchardons.com) or call us on our UK landline 0044 (0) 1600 800 300, no later than 1 September and state the date/chalet you wish to move the booking to, including details of whether the change applies to all guests on a booking. We will then endeavour to carry out your requirements, however, we cannot be held liable if the preferred date is no longer available.

For pre-existing bookings the standard terms apply.

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## Check In/Check Out

Rooms will be available to you after 3.00pm on the date of arrival and we ask that they be vacated by 9.00am on the date of departure. We will request confirmation of your time of arrival at the time your final payment is settled. Our chalets will be manned until 10.00pm on changeover day, please ensure we are clearly advised well in advance if you are due to arrive after 10.00pm so that we can make arrangements for your check-in.

If you are arriving before 3.00pm we can store your luggage if you are keen to make the most of the quiet changeover day on the slopes, we will endeavour to arrange your ski passes and discounted equipment hire as soon as practicable.

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## Discounts for Children

As detailed on our website, children 12 years of age and under sharing a room with their parents will be eligible for a discount.

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## Lift Passes and Discounted Ski/Snowboard Hire

In partnership with our suppliers, we are pleased to be able to offer you lift passes for collection upon arrival and discounted ski/snowboard hire.

You should note that the contract in such circumstances is between you and the third party supplier on that suppliers' terms and conditions. We are not a party to that contract and cannot make nor will we be liable for making any refunds on any costs incurred nor for any other loss or damage incurred by you or your party for any reason whatsoever.

You should therefore ensure that your travel insurance is adequate to cover any losses you may incur as a result of circumstances beyond the third party suppliers' control, including, but not limited to, bad weather resulting in closed lifts.

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## Accuracy of Description

We endeavour to ensure that all of the information and prices displayed on our website are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

We strive to ensure accuracy of descriptions shown however we are not always able to control all the components of the holiday arrangements and it is possible that an advertised facility may be withdrawn or changed.

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## Internet Access

In many mountain resorts, signal strength is limited throughout the resort, not just in individual properties. Speeds are not as we are used to in most urban environments in the UK. Where advertised, our chalets are equipped with free Wi-Fi, however we cannot guarantee a continuous and uninterrupted internet connection as this is outside of our control. You will not be advised in advance if this facility is removed and we cannot offer refunds or compensation if the internet is down or the Wi-Fi is not available for any reason. Please note the Wi-Fi provided is not sufficient for streaming or downloading documents and files.

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## Smoking

All of our chalets and premises are non-smoking including the bedrooms, bathrooms, and in the Jacuzzis, but guests are permitted to smoke on the balconies.

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## Your Conduct

Please remember that you may be staying in shared accommodation with others who are also on their winter holiday (this includes our staff). We reserve the right in our sole reasonable opinion to refuse to accept you as a customer or to continue dealing with you if your behaviour affects or threatens in any way our other guests, or is threatening, disruptive, or abusive towards our staff (this includes in writing and on the telephone).

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## Chalet Staff

Like you, our chalet staff are here to enjoy the snow, they will look after you to the best of their abilities during your stay with us, but please remember they are not full time professional staff.

Staff in chalets have one day off per week. On this day, breakfast and afternoon tea will be laid out for you, but an evening meal will not be served. Our staff will be pleased to make restaurant recommendations and given notice they will also be able to arrange a reservation for you.

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## Lost Property

Whilst we will do everything possible to help you locate your lost property; we cannot guarantee to find it. If (after your departure) we are able to locate your lost property and arrange for its return to you, we will ask that you pay the costs of doing so in advance. Where transit is arranged by us, we cannot be held responsible for loss of or damage to your lost property whilst in transit.

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## Complaints

We want you to have the best holiday possible but occasionally, despite our greatest efforts, even the best-laid plans can go wrong. In the unlikely event of something being not to your liking, our wish is to resolve it as quickly and amicably as possible and therefore we ask that you.

Please advise the resort manager at Chalet Chardons about any issue you may have immediately. We have found that problems are most often and most easily resolved on the spot. Failing to notify us immediately may affect your rights under this contract, as we will have been deprived of the opportunity to investigate and rectify your issue at the time of its occurrence.

We do not automatically follow up a report made to us on site, as in most cases these are resolved. However, if you are still dissatisfied we ask that you write to us within 28 days of your departure date with full details and where necessary evidence of your complaint.

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## Early/Late Season

At the beginning and/or end of the season, some facilities in resort such as lifts, shuttle bus services, saunas, ice rinks and swimming pools may not be operational, due to many differing factors. Resorts may also be undertaking building works at this time, and often we are not made aware of their start and finish times. Such providers often make decisions on the spot without informing us. However, where we do know of any change of this kind we will do our utmost to let you know as soon as possible.

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## Passports and Visas

Your specific passport and visa requirements, and any other immigration requirements, are your responsibility and you should confirm these with the relevant embassies/consulates before travel and possibly before booking. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Please bear in mind requirements could change after 'Brexit' and during the transition period, it is your responsibility to ensure you have the necessary documentation to fulfil your booking with us.

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## Your Safety

The safety and well-being of our guests is of paramount importance to us. All our properties are required to meet local regulations and we continually strive to improve hygiene and safety standards in all our chalets. Please note that even in European countries, regulations may not match those in the UK, which are some of the most stringent in the world. In ski resorts particularly, many buildings are made of timber, often without separate fire escapes. We strongly advise that you and your party familiarise yourself with your accommodation, safety procedures and location of fire extinguishers immediately on arrival.

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## Your Health Requirements and Insurance

An EHIC (European Health Insurance Card) should be obtained from your local Post Office or by visiting <http://www.ehicard.org> prior to departure. This will allow you to receive reciprocal UK health benefits in France.

All guests are reminded that they are required to hold valid winter sports holiday insurance for their stay.

In the event of illness during your holiday it is your responsibility to pay all doctor's fees, hospital expenses and repatriation expenses and we shall not be liable for any refund, either partial or total, of costs incurred by you.

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## Your Data Protection

We are committed to protecting your privacy. We may disclose details such as your name, contact details, travel preferences and special needs or diets that you have supplied to us in relation to you and your traveling companions to our suppliers for the purposes of providing you with our or their services. Only the information necessary for these purposes will be supplied to them. We do not provide any information or our mailing list to any other company.

Please note that security regulations may require us to provide government agencies access to data you disclose to us.

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## Events Beyond our Control

In circumstances where the performance or prompt performance of our contractual obligations is prevented by strikes, riots, political unrest, hostilities, war, terrorist activity and its consequences or the threat of such activity, the act of any government or other national or local authority, industrial disputes, fire, flood, tornadoes, hurricanes, avalanches, natural or nuclear disasters, epidemics, technical problems with accommodation, transportation problems, airport/port closures, adverse weather conditions or any other event beyond our or our third party suppliers' immediate control, we will not be liable to you for any loss, damage, costs or expenses incurred by you or your party.

You are reminded to take out adequate travel insurance to cover such eventualities.

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## Legal

We do not make any warranties and/or representations, express or implied, as to the accuracy or validity of the information contained on our website. Nor do we make any warranties and/or representations as to the nature or standard or otherwise of any services offered on or through this site. We do not accept liability for any indirect or consequential loss of any kind in contract, tort or otherwise arising out of:

- your use of or reliance on any content available on or through this site;
- any failure to access or delay in accessing this site; or
- the performance or non-performance of any services by us.

Our liability shall be limited in respect of direct loss (save in the case of personal injury or death) to a maximum of the price of the product or service to which the claim relates. If any of the above limitations and exclusions, in whole or in part, are found to be unlawful, void or for any other reason unenforceable, that exclusion or part thereof shall be deemed severable and shall not affect the validity or enforceability of the other exclusion(s) or part(s) thereof in question.