

The following booking conditions form the basis of your holiday contract with Pistepals Ltd. They set out our respective rights and obligations and you should therefore read them carefully. No contract exists between Pistepals Ltd and you the customer until deposits are received and successfully processed and an email confirmation has been issued. At this point a binding contract exists between us and all matters arising are governed by Scottish law. In the unlikely event of any dispute between us, we both agree that this will be dealt with by the courts of Scotland. Pistepals Ltd is registered in Scotland at 21/4 Fettes Row, Edinburgh, United Kingdom. The company was incorporated on 1st Feb 2011 as Private Limited Company.

1.0 Payment

In order to confirm your chosen holiday, a deposit of £150 per person (or full payment if booking within 12 weeks of departure) must be paid at the time of booking. Only when your deposit has been paid and we have issued a confirmation of booking is your holiday booked. Please do not book and flights or any other services before receiving your booking confirmation. The confirmation or acknowledgment (as applicable) and all other documentation will be sent to the party leader (if applicable) and party leader confirms that he/she is so authorised and that all party members agree to be bound by these Booking Conditions. The party leader is responsible for making all payments due to us.

The balance of the holiday cost must be received by us not less than 10 weeks prior to departure. This date will be shown on the confirmation invoice. If we do not receive all payments due in full and on time, we acting as agent on behalf of the Third Party reserve the right to treat your booking as cancelled by you.

Our preference is for bank transfers as they are free – however should you need to pay via credit or debit card – we can accept Paypal. Please note: Payment via Paypal incurs a charge of 4%) Bank transfers to be made to Barclays account payable to Pistepals Ltd

2.0 Travel arrangements as agent for other suppliers.

If you book travel arrangements (such as transport and/or accommodation) through us but that arrangement has being supplied by a third party supplier or suppliers (“Third Party(ies)”), your contract for that arrangement will be with that (or those) third party(ies). We act as agent only for that (or those) Third Party(ies) and we have no liability in relation to that arrangement or for the acts or omissions of the third party(ies) or any supplier(s) or other person(s) or party(ies) connected with that arrangement. We act only as agent for the Third Party(ies) concerned and therefore cannot accept any liability for your holiday. Any assistance provided in resolving a complaint in relation to any such booking is provided on a goodwill basis and in our capacity as agent

3.0 General conditions

The cost of the holiday does not include lift passes, ski hire, ski lessons, insurance, lunches or transfers. Your rooms will be available by 4pm on your arrival date and must be vacated by 10am on your departure date. We will, however, do our best to accommodate your wishes in terms of providing facilities for baggage storage and showering on the day of departure.

4.0 Conditions of suppliers (eg ski lessons, transfers, flight operators)

Many of the services which make up your holiday are provided by independent suppliers (Third Party(ies)). Those Third Party(ies) provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the Third Party(ies)'s liability to you, usually in accordance with applicable International Conventions (see clause 10 (6)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

5.0 Force Majeure, events beyond our control

Very rarely, we or our Third Party(ies) may be forced to curtail your holiday after the date of departure where circumstances amounting to 'force majeure' occur. 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. In this very unusual situation, we regret we cannot make any refunds, meet any cost or expenses you may incur as a result, or pay any compensation.

Our Third Party(ies) make every effort to make sure extras like hot tubs, wifi and TVs work but being a ski resort these items are not indestructable and take time to fix so our Third Party(ies) reserve the right not to be able to offer it to you for part or all of your holiday

6.0 Cancellation by you

Should you need to cancel your chosen holiday once it has been confirmed, you must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing via email to pistepals@gmail.com and acknowledged. The following cancellation charges will be payable.

Cancellation Charges -

Number of days notice

Amount you must pay

10 weeks +

Loss of Deposit (25% of total holiday price)

10-7 weeks

60% of holiday cost*

7-4 weeks

80% of holiday cost*

4 weeks or less

100% of holiday cost

6.1

(*or deposit if greater)

7.0 Cancellation / amendments by us

In exceptional circumstances 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. We may occasionally have to make minor amendments to our advertised holidays and reserve the right to do so.(eg change of room or chalet within the same resort at the same standard)

If we have to significantly change your holiday as booked (eg change of date/resort/level of service) we will let you know as soon as possible. We will make every effort to provide you with a similar holiday, however if this change does not suit you, you can cancel with a full refund and purchase an alternative holiday from us, of a similar standard to that originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference. No compensation will be paid.

8.0 Passports, visas and health requirements

The passport, visa and health requirements applicable to British citizens for the holidays we offer are available at www.fco.gov.uk. We will always endeavour to advise of current passport, visa and health requirements but it is your responsibility to check for your own specific needs. Information on health is contained in the Department of Health leaflet T6 (Health Advice for Travellers) available from your local Department of Health office and most Post Offices. For European holidays you should obtain a Form E111 (details in leaflet T6 referred to above) prior to departure.

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on

your part to carry correct documentation. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

8.1 Insurance

Our Third Party(ies) hold insurance for the contents of the chalets as well as for public liability and employer's liability. It is a condition of booking that all guests must have adequate personal travel insurance for their holiday, to include winter sports cover when appropriate.

9.0 Prices and Website Accuracy

Please note, the information and prices shown on our websites may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the websites and prices, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking. The photographs on the website might not all be of your resort / chalet in question, but will be representative.

10.0 Safety standards

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

11.0 Complaints and problems.

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform our representative and the Third Party(ies) of the service(s) in question. Any verbal notification must be put in writing and given to our representative and the Third Party(ies) as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. If you are not satisfied with the way your complaint has been handled, you have 28 days from the end of the holiday in which to write to us with full details. We cannot accept any liability in respect of any complaint which is not notified entirely in accordance with this clause.

12.0 Accompanied Skiing

The accompanied skiing service is provided as a free service to our guests in order to comply with local French regulations. We reserve the right to restrict the size of any group or withdraw the service at any time. Pistepals Ltd personnel are not qualified as ski guides and cannot be held responsible for any accidents or injury however caused. At all times you must use your judgement based on your own abilities and you will be skiing at your own risk.

13.0 Behaviour.

Whilst on holiday with our Third Party(ies), we require that you behave in a manner that does not threaten the condition of the chalet or disturb the enjoyment of the other guests. We or the Third Party(ies) reserve the right to recover from our customers the cost of breakages, damage to accommodation etc caused with or without intent by that customer. Full payment for any such damage or loss must be made at the time to ourselves or any 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. If your behaviour or that of any member of your party seriously impairs the enjoyment of the other guests, or behave in a manner that damages the reputation of ourselves or our Third Party(ies), our Third Party(ies) reserve the right to refuse to further accommodate any guilty party. In this situation, their contractual responsibilities (including any return transport arrangements) will immediately cease and we, nor our Third Party(ies) will not be responsible for meeting any costs or expenses they may incur as a result.

14.0 Holiday Prices

We reserve the right to increase or decrease the prices published on the internet or in brochures at any time. We do however guarantee that once we have confirmed your booking the price is fixed unless you wish to amend the booking.

15.0 Third Party(ies) liability to you

The Third Party(ies) accept responsibility for ensuring that all parts of our contract with you are properly performed except 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.

The Third Party(ies) specifically do not accept liability for (a) financial loss or damage to your property unless

directly caused by the negligence of their company, (b) flights missed in the event of unforeseen circumstances such as adverse weather or traffic congestion, (c) any temporary defect or stoppage in the supply of public services to the holiday property, (d) loss, damage or injury caused by matters beyond their control. Their liability to you or any member of your group will under no circumstances exceed the total amount paid for the individual holiday.