



## **AE CHALETS LTD**

### **BOOKING TERMS AND CONDITIONS**

AE Chalets Ltd is registered in England and Wales at 6 Hackwood Park, Hexham, NE46 1AX, United Kingdom. The company was incorporated on 11 July 2017 as Private Limited Company 10859630. AE Chalets Ltd trades as "Alpine Ethos".

AE Chalets also operates holidays through 'The Ski Gathering' banner and guests on holidays marketed under the banner of 'The Ski Gathering' must also agree to these same booking conditions.

These booking conditions apply to all holidays booked with AE Chalets Ltd ("we" & "us") and all people named or booked for by the party leader ("you"). "Our services" are those AE Chalets Ltd provide directly, such as food and accommodation. All other services provided by external suppliers, such as, but not limited to, third party transfers, childcare, ski lessons, ski hire and lift passes, are not classed as part of "our services". Clause 4 of these Terms and Conditions apply to third party services. The rest of these booking terms and conditions apply exclusively to matters of our services only. "The holiday" is our package of food & accommodation only.

#### **1. YOUR HOLIDAY CONTRACT WITH AE CHALETS LTD**

The contract is made on the date we issue your booking confirmation. No contract or obligation exists between us and you before this date. Your booking of a holiday with us confirms you understand and accept all terms and conditions laid down in our "Booking Terms and Conditions".

At this point a binding contract exists and all matters arising are governed by English law. In the unlikely event of any dispute, this will be dealt with by the courts of England and Wales.

We reserve the right to change our booking terms and conditions without notice. If you have already booked a holiday before any change you have the option to stay with the booking terms and conditions from your booking date. You will be notified in writing (email, fax or letter) of any proposed change and you must accept or refuse this within 28 days. If you make no contact then it is taken as you have accepted the new booking terms and conditions.

This contract does not apply to any services not classed as part of our services, such as childcare, ski lessons, ski hire and lift passes. We have no liability or obligation in relation to these services, and offer no comment on the standard of these services.

#### **2. PRICES**

We reserve the right to increase or decrease the accommodation prices published on the internet or quoted 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.

#### **3. BOOKING, DEPOSITS AND PAYMENTS**

The party leader making a booking takes responsibility for the whole party, including payment. The below applies to bookings of our services only.

##### **a. Deposit & Booking Form**

The deposit is 25% of the full holiday price. This is non-refundable. Our booking form must accompany the deposit payment. The submission of the booking form by the party leader signifies an acceptance of these terms and conditions by all group members.

**b. Confirmation**

We will issue confirmation of your booking when the full deposit and booking form have been received and cleared. Only from the date of this booking confirmation does any contract or obligation exist between us and you.

**c. Balance**

The Final Balance is due 10 weeks prior to arrival. If this is not paid, then the holiday is deemed to have been cancelled. We reserve the right to re-sell the holiday without notice.

**d. Bookings made within 10 weeks of arrival**

The deposit and final balance are both due on booking.

**4. THIRD PARTY SERVICES**

We may make bookings on your behalf with third parties, for example ski schools, ski hire providers, the lift pass office, childcare providers, restaurants and transfer companies. All third party bookings are subject to the terms and conditions of the provider. All contracts made are between you and the third party provider. We do not enter into any contract with third parties, and do not have obligation for any matter arising from a third party provider. We do not offer any comment on the standard of services they may provide. All disputes must be taken up with the provider directly, including requests for refunds, even if we have paid the supplier on your behalf.

Bookings will be made on your behalf on the basis of the information you supply (e.g flight times for airport transfers) and if the information supplied is incorrect you will be billed for any charges incurred by AE Chalets Ltd. Third party services that are booked through us (e.g. airport transfers, ski passes) are often priced in euros. Payment for third party services can be made in euros or in sterling at a rate of conversion as published on XE.com at the time of billing.

**5. CHANGES OR CANCELLATION BY YOU**

If you wish to change your booking we will do everything we can to try to accommodate you, but we cannot guarantee we will be able to do so.

If you decide to cancel your holiday, you should let us know immediately in writing by email or letter. The date of the cancellation will be deemed as the date we receive the email or letter. If you cancel your holiday for any reason a cancellation charge is due as stipulated below. Please ensure your insurance covers cancellation of your holiday for any reason.

Number of weeks before arrival	Cancellation Charge
10 or more	25% deposit only
10-6	75%
6 or less	100%

If you do not make the payments by their due dates or do not show up in resort or at the airport (as applicable), your holiday will be cancelled without notice and the above charges apply. In reality we would make every effort to contact you and only cancel without notice if we were unable to contact you.

**6. CHANGES OR CANCELLATION BY US**

In exceptional circumstances it may be necessary for us to cancel a confirmed holiday. We must reserve the right to do so. In the very unlikely event we need to make a cancellation for reasons not classed as "force majeure" then we will offer you a full refund of all monies paid. We accept no legal liability and will pay no compensation.

In the case of us making a major alteration to your holiday, you may select either a full refund of all monies paid or the altered holiday offered by us. Change of dates of holiday or removal of exclusive use of the chalet are classed as major alterations. All other alterations, including change of room and change of chalet, are classed as minor alterations and no offer of full refund is applicable. The refund of all monies paid is the full limit of our liability, we accept no liability for any other costs incurred to you, including charges for cancellation of your travel and cancellation of other services for example ski hire, ski lessons, lift passes and childcare.

In the case of alteration to, or cancellation of your holiday due to force majeure then no refund will be given. Force majeure is unusual circumstances outside our control, including, but not limited to, war, threat of war, terrorist action or threatened terrorist action, riots, industrial action, natural or nuclear disasters, health epidemics/pandemics, fire, flooding or adverse weather conditions, closure of ports and airports, closure of borders/international travel restrictions or similar events.

Please see Clause 15 of these Terms and Conditions in relation to Covid 19 and 2020/21 bookings.

## **7. INSURANCE**

It is a condition of booking that all guests must have adequate personal travel insurance for their holiday, to include adequate liability, medical and cancellation cover as well as winter sports cover when appropriate. This should include an appropriate amount to cover loss of winter sports equipment unless you are certain of booking this through your chosen rental supplier.

## **8. YOUR RESPONSIBILITY TO US**

Whilst on a holiday with us you promise to behave in an acceptable manner which does not threaten the condition of the chalet or disturb the enjoyment of other guests, staff or neighbours.

We reserve the right to charge you for any damage to our property and for any unusual cleaning. This must be paid within 24hrs else we reserve the right to terminate this contract and all services we provide to you, including accommodation, food and transfers.

If your behaviour or that of any member of your party seriously impairs the enjoyment of the other guests, or you behave in a manner that damages the reputation of AE Chalets Ltd, we reserve the right to refuse to further accommodate any guilty party. In this situation, our contractual responsibilities will immediately cease and we will not be responsible for meeting any costs or expenses they may incur as a result. We will not make any refunds or pay any compensation to the individual(s) involved or to members of his/her party wishing to curtail their holiday as a result.

## **9. OUR RESPONSIBILITY TO YOU**

We promise that our website information is correct to the best of our knowledge at the time of writing. Information relating to the resort and prices for additional services can change and we will make every effort to inform you of these if they occur.

We take responsibility for the actions or omissions of our staff only in the course of their normal work. We take no responsibility of any actions or omissions of staff outside normal working times, including voluntary skiing with guests and socialising with guests. We take no responsibility for any persons not employed by AE Chalets Ltd, even if they are a third-party supplier connected to us.

## **10. CHALET FACILITIES**

We make every effort to ensure that all advertised chalet facilities are in full working order. In the event of their failure all efforts will be applied to ensure continuous provision of these facilities. In a mountain

resort it can take longer to rectify any problems that may occur than you might expect in the U.K., especially involving trades persons and during the holiday periods. Please bear this in mind when we are dealing with any issues. However no down-time of any of the above will constitute any refunds if circumstances are outside our means.

## **11. PASSPORT AND VISA**

It is your responsibility to be in possession of a valid passport and/or visa as necessary.

## **12. CHECK-IN/CHECK OUT**

The chalet will be available for you from Saturday at 3.00p.m. and you will need to vacate by 10.00 a.m. on your departure day (unless otherwise agreed). We are able to provide additional services for those arriving early or leaving late. Please enquire for details.

## **13. NON-SMOKING**

For the comfort of our guests and for safety reasons our chalets are completely non-smoking areas. Guests who wish to smoke may do so outside.

## **14. LOST OR STOLEN PROPERTY**

In the event that guests lose property while on holiday, or leave items in the chalet when returning home, no responsibility will be accepted by AE Chalets Ltd in the event that the property is not recovered or returned. AE Chalets Ltd cannot accept any responsibility for theft from the chalet or at any other time during your holiday. Postage and packing will be charged for the return of left items.

## **15. COVID 19 POLICY FOR WINTER 2020/21 BOOKINGS**

- a. Alpine Ethos will guarantee to fully refund deposits for 2020/21 winter bookings up to 31 August 2020 where cancellation is due to valid Covid 19 reasons namely travel restrictions imposed by the UK or French government or the government of your home country which mean that you are prevented from travelling to Meribel for your booked dates. Refund requests must be made in writing stating the reason for cancellation (backed up with compelling evidence from government or government approved authorities) by email to [info@alpineethos.co.uk](mailto:info@alpineethos.co.uk) by 31 August 2020.
- b. For any cancellation after 31 August 2020 and up to the date of your booking, where cancellation is due to a valid Covid 19 reason namely:
  - i. travel restrictions imposed by the UK or French government or the government of your home country which mean that you are prevented from travelling to Meribel for your booked dates; or
  - ii. the Three Valleys ski resorts are officially closed

In the event your travel insurer will not reimburse you for the cost of your accommodation, Alpine Ethos will issue you with a credit note for the value of any amounts paid by you, which will be valid for use against any Alpine Ethos holiday until 30 April 2022.

Cancellation must be made in writing stating the reason for cancellation (backed up with compelling evidence from the relevant government or government approved authorities) by email to [info@alpineethos.co.uk](mailto:info@alpineethos.co.uk).



- c. A disinclination to travel, where there are no government restrictions in place preventing travel between the UK/your home country and Meribel does not constitute a valid reason for cancellation in relation to clauses **15.a.** and **15.b** above.