



## Chilly Powder Booking Conditions

In these Booking Terms and Conditions (**Terms**):

**The Client** means all persons included in the booking (represented by the Party Leader and named on the Booking Form) including anyone who is added or substituted at a later date (referred to as the *Client* or *you* or *your*).

**Chilly Powder** means SARL Chilly Powder a company registered in France of 2740 Route des Ardoisieres, BP 116, Morzine, 74110, France (referred to as *Chilly Powder*, *we*, *us* and *our*).

These Terms have been designed to provide Clients with relevant information required to facilitate the booking process. We are always happy to go through any questions you may have on the telephone 00 33 4 50 74 75 21 or in writing by e-mail addressed to: [info@chillypowder.com](mailto:info@chillypowder.com)

### 1. Booking Conditions

1.1. When booking you: (i) guarantee that you have the authority to accept and do accept on behalf of your party, these Terms; (ii) confirm that you have brought the Terms to the attention of each member of your party; (iii) hereby agree that you will bring the Terms to the attention of anyone who is added or substituted at a later date; and (iv) guarantee to pay the full costs of the holiday of all those persons mentioned in the booking and of anyone who is added or substituted at a later date.

### 2. Prices & Quotes

- 2.1. All Chilly Powder prices published or quoted are in Euros.
- 2.2. All written quotations are valid for a period of fourteen days from the date of issue. Errors in costing are extremely rare, but should there be an obvious error in the price quoted, we will issue a new quotation and we will not be bound by the incorrect amount quoted.
- 2.3. Although every effort is taken to ensure prices are accurate at the time of publication, price fluctuations due to circumstances outside of our control can occur and due to the unique nature of our services, prices may change prior to contracting.
- 2.4. Please note and inform your insurance provider: Chilly Powder does not sell package holidays or linked travel arrangements covered by the Package Travel Regulations (Code du Tourisme). After booking accommodation with Chilly Powder you are free (but have no obligation) to choose to book extras such as childcare, lift passes and transfers at any point prior to your arrival in resort which can (subject to availability) be arranged by Chilly Powder.

### 3. Contract & Deposit

- 3.1. You must read these Terms carefully before making a booking with Chilly Powder. The person who makes the booking on behalf of the Client (the **Party Leader**) accepts the Terms on behalf of all persons within the Client party. It is the Party Leader's responsibility to bring these booking conditions to the attention of all persons included in the booking and to ensure that all persons included in the booking have appropriate insurance in place in accordance with clause 5.
- 3.2. No contract will exist between Chilly Powder and the Client until Chilly Powder has received: the completed booking form (in which the Party Leader confirms acceptance of these Terms), a non-refundable first instalment or full payment of the total holiday cost (as applicable) and you have been issued with a booking confirmation.

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**S.A.R.L Chilly Powder, BP 116, Morzine 74110, France**

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#### 4. Confirmation and Payment

- 4.1. An initial instalment of 30% of the total holiday cost is required at the time of booking. A booking confirmation will not be issued unless the first instalment has been paid in cleared funds. This first instalment is not to be considered as a deposit and it is non-refundable
- 4.2. The balance, along with any additional agreed extras booked at the same time, will be payable eight weeks prior to your arrival date (**Balance Payment Date**). If you are booking within eight weeks of your arrival date, payment in full will be required at the time of booking.
- 4.3. You will be asked at the time of booking to preauthorize Chilly Powder to take the balance of the payment from the same credit or debit card used to pay your deposit. The payment will be taken 8 weeks before your arrival date. Chilly Powder will send you a courtesy email to remind you that the payment will be processed, approximately 3 days before the Balance Payment Date. If your credit or debit card is due to expire before the Balance Payment Date please provide your new card details to Chilly Powder without delay.
- 4.4. In the event that Chilly Powder is unable to take payment of the balance at the Balance Payment Date due to credit or debit card details being invalid or refused we will inform you of the problem and the card must be authorised or new card details provided within 7 days or we will have the right to cancel the reservation, retain the amount paid and levy cancellation charges in accordance with clause 7 below.
- 4.5. The Party Leader will be liable for full payment for all persons in the Client party and for any other persons added or substituted at a later date. If Chilly Powder has not received payment by the Balance Payment Date, we will have the right to cancel the reservation, retain the deposit paid and levy cancellation charges (see clause 7 below). In these circumstances, Chilly Powder reserves the right to re-sell the room(s) booked without notice.
- 4.6. Failure to pay any amount due to Chilly Powder upon request will constitute a breach of contract, which will entitle Chilly Powder to cancel your reservation. In such circumstances, the relevant cancellation charges set out in clause 7 will apply.

#### 5. Insurance

- 5.1. It is strongly advised when booking with Chilly Powder that all persons included in the booking have appropriate travel insurance for their winter or summer holiday and the sports and other activities that they undertake. **Chilly Powder does not provide any winter or summer sports or other travel insurance to its Clients.** It should be your responsibility to ensure that the entire Client party has relevant and adequate insurance covering: cancellation, personal effects, medical costs (which may not be covered by an EHIC post 1<sup>st</sup> January 2021), the sports you will undertake, mountain rescue and emergency repatriation, third-party liability, and travel disruption (and its associated costs such as alternative accommodation).
- 5.2. Chilly Powder cannot accept responsibility if you or any members of your party do not take out adequate insurance or where any losses exceed the amount for which you/they can claim under your/their chosen policy.
- 5.3. To enable us to assist you in the case of an emergency, please let us have details of your travel insurance policy at the time of booking or at the latest, within 24 hours of your arrival.

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## 6. Amendments to the booking by you

- 6.1. You may request alterations to your booking and proposed itinerary at any time prior to your arrival. Please submit all requests to Chilly Powder in writing and we will do our best to accommodate your requests. However, such requests shall not be taken to form part of the contract between you and Chilly Powder until Chilly Powder has confirmed acceptance of the alteration in writing and any difference in price has been paid by you.
- 6.2. It should be noted that all requests are subject to availability at all times and may also be subject to a fee, which, if applicable, will be confirmed by Chilly Powder by email. Subject to availability, Chilly Powder will not charge for date changes requested for the same winter or summer season where these are requested and can be accommodated more than ten weeks prior to arrival. Where the price of the holiday on the new date is higher than the original price, the Client will need to pay the price difference before Chilly Powder can confirm the booking alteration.
- 6.3. A change of dates to a future winter or summer season or within ten weeks of departure will be deemed a full cancellation and the cancellation charges outlined in clause 7 will apply.

## 7. Cancellation of the booking

### 7.1. Client Cancellation:

- 7.1.1. The Party Leader must confirm any cancellation by the Client in writing. The date on which Chilly Powder receives written notification will determine the level of cancellation charges applicable. The cancellation charges are expressed as a percentage of the total holiday cost. The costs of extras booked by you, such as lift passes, childcare, ski lessons and transfers will become immediately payable. No refunds will be made for unused chalet, apartment or accommodation or for meals not taken in the chalets.
- 7.1.2. Under French law we cannot insist that you take out travel insurance, but strongly advise that you do so in order to cover you for legitimate reasons for cancellation. Please note some travel insurance policies cover the eventuality of having to cancel a holiday in certain circumstances so please check your own travel insurance policy when booking for details and check with your insurance provider that their terms are sufficient to cover your booking.
- 7.1.3. The cancellation charges are as follows for all types of accommodation bookings: -

**Cancellation within 24 hours of making reservation: Full refund**

**Cancellation 57 days or more before due arrival date: First instalment amount**

**Cancellation 0 to 56 days before due arrival date: 100% of accommodation amount**

- 7.1.4. No refunds will be made to the Client where the full balance has been paid and if the balance is still owing, Chilly Powder is entitled to recover the outstanding balance from you.
- 7.1.5. Chilly Powder reserves the right to re-sell any part of a cancelled holiday and this does not affect its right to levy cancellation fees.
- 7.2. If you have prepaid childcare, ski passes, ski school, airport transfers or massages, cancellation charges may apply depending on how we are affected by the cancellation. Some of these services are outsourced and charges will depend on whether we are subject to cancellation fees from the supplier, or if we are financially affected by the cancellation.

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### 7.3. **Cancellation by Chilly Powder.**

7.3.1. In the unlikely event that Chilly Powder is obliged to cancel your booking for any reason (other than in the circumstances outlined in clause 7.2.2) we will endeavour to make alternative arrangements or offer a full and prompt refund. For the avoidance of doubt, in the case of Chilly Powder cancelling a booking Chilly Powder will only be liable to refund monies already paid by you to Chilly Powder.

7.4. Chilly Powder will not be in breach of contract, will not be liable, pay you compensation or issue refunds if our contractual obligations are affected by "Force Majeure". For the purposes of these Terms, Force Majeure means any events, circumstances or causes beyond our reasonable control the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include but are not limited to acts of God, war or threat of war, riots, civil unrest, terrorist activity, industrial dispute, significant risks to human health such as the outbreak of serious disease including any mutation of and the ongoing effects of Covid-19, acts of government, natural or nuclear disaster, adverse weather conditions, fire, (actual or threatened) closure of borders, ports and airports, technical problems with machinery, transport or equipment or similar events.

### 8. **The Chalets & Chalet facilities**

8.1. Children aged under 16 (in accordance with French law) must be supervised whilst using chalet facilities. It is the sole responsibility of the Client to supervise children in and around the chalet including in the area around the chalet boundaries except during periods when the children are registered in Chilly Powder provided childcare.

8.2. Clients must take note and ensure that their children are cautioned that: the section of the Prodains road between the Chilly Powder chalets and the ski lifts is busy during the season; there is a river in the vicinity of the chalet and there is a risk of rock fall and avalanche in the areas outside the boundaries of the chalet.

8.3. There is a hot tub at Hotel Au Coin De Feu as well as a sauna. For details of hot tub and sauna facilities at other chalets within the Chilly Powder portfolio, please speak with Chilly Powder.

8.4. Clients using hot tubs and saunas at Chilly Powder accommodation do so entirely at their own risk. Chilly Powder staff are not responsible for supervising children or guests in their use of a hot tub.

8.5. Clients must follow all guidelines and notices provided by Chilly Powder regarding safe use of the hot tub. Clients (including children in the party) are required to shower before any use of a hot tub.

8.6. Chilly Powder can accept no responsibility for accidents/injuries or illness sustained while using the hot tub and sauna facilities. Children under the age of 5 are not permitted to use the hot tub and hot tubs are not recommended for children aged 5 to 16 years and please consult our guidelines. Children over age 5 must be supervised at all times. Hot tubs are normally out of use for at least one day per week while they are cleaned and maintained. Should any leisure facilities (including the hot-tub, sauna and other facilities) become unavailable for any reason, we cannot guarantee being able to repair or replace it during your holiday. Hot tubs in particular are checked on a monthly basis by the French authorities who have the right to close the hot tub immediately and without notice in the event health concerns (no matter how minor). Chilly Powder does not offer compensation for inconvenience caused or curtailed use in these circumstances.

8.7. Clients are advised to take extra care when exiting or entering outdoor hot-tub facilities in sub-zero temperatures.

### 9. **Food Allergies**

9.1. We have a well developed food allergy policy with a view to avoiding any allergic reaction incidents and shall exercise reasonable care to avoid specified food and drink ingredients if special diets are agreed at the time of booking and confirmed in writing (by email or registered posted) at least 14 days prior to the scheduled arrival date.

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- 9.2. However in choosing to stay with Chilly Powder, you accept the following facts: that Chilly Powder offers catered chalet holidays in a social environment where guests eat together at meal times, no food allergy system can ever provide a 100% guarantee against contact with a specified food stuff; that items such as eggs, dairy products and nuts are constantly present in our kitchens and dining areas; that our staff cannot police what snacks third parties, including other guests may bring into contact with an allergic person.
- 9.3. **Extreme Food Allergies:** where a food allergy is so severe that the slightest exposure to the substance in question could cause a life-threatening anaphylactic reaction (for example where a reaction may be triggered other than by actually eating the foodstuff – such as by smell alone or by minute trace elements on the hands of a staff member or another person) you must advise us in writing of the severe nature of the allergy at the time of booking. We then reserve the right to advise you that, the controls we are able to implement in the ski chalet environment are insufficient to guarantee the relevant person's safety, in which case, should the relevant person (or in the case of a child, its legal guardian) choose to proceed with the booking, that person does so entirely at their own risk and you would be asked to confirm this in writing in order to confirm the booking. If you fail to advise us of an extreme food allergy at the point of booking you will be in breach of contract and we will have the right to cancel the holiday without liability to you or any other person should you subsequently bring the issue to our attention. In addition if you either fail to tell us of an extreme food allergy or proceed with your booking with Chilly Powder we will have no liability to you in the event of an incident.
- 10. Chilly Powder's Liability**
- 10.1.1. Chilly Powder endeavours to make sure that the holiday that you book with us is supplied and the services performed or provided by us are performed or provided using reasonable skill and care. If any part of your holiday is not provided as promised, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. We accept responsibility for the acts/omissions of our employees where they were at the time acting within the course of their employment or carrying out work that we had asked them to do. In all cases (except where personal injury, death, loss and/or damage to luggage or personal possessions results) our liability is limited to the relevant total holiday price of the person(s) affected. It is a condition of this acceptance of liability that you notify us of any claim in writing within 28 days of your return from holiday.
- 10.1.2. In the case of loss and damage to luggage or personal possessions (including money), Chilly Powder will not accept any liability as it is a condition of your booking (and therefore reasonably assumed by Chilly Powder) that you and all members of your party have taken out appropriate insurance to cover such loss and/or damage before travelling.
- 10.1.3. The risk of winter holidays being adversely affected by weather conditions is beyond Chilly Powder's control. Resort closure and local restrictions imposed in the area will not be accepted as a cause for compensation claims.
- 10.1.4. Chilly Powder will not be responsible or pay you compensation for injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
- 10.1.5. The Client's act(s) and or omissions(s);
- 10.1.6. The act(s) and/or omissions(s) of a third party not connected with Chilly Powder;
- 10.1.7. Unusual or unforeseeable circumstances or events, the consequence of which could not have been avoided even if all due care had been exercised
- 9.4. Clients must act with care at all times since the temperature and weather conditions do not always guarantee that ice and snow can instantly be removed from all areas around the chalets – we accept no liability for accidents/injuries occurring under such circumstances.

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10.1.8. The risk of skiing holidays being adversely affected by weather conditions has to be accepted. Chilly Powder shall not be liable for any loss, delay or costs connected with, or arising out of, adverse weather conditions, including blocked roads, missed flights and airline delays. If, for any reason (including adverse weather or force majeure incidents), you miss your return departure and extra accommodation or alternative travel arrangements are required, we will not be responsible for this cost. Where we are able to arrange for you to stay in Chilly Powder accommodation in these circumstances it will be at our advertised prices.

9.5. Clients are responsible at all times for their own personal documents, for their baggage, belongings and ski equipment whether hired or not.

10.1.9. We will have no liability for excursions or services provided by third parties including but not limited to: transfers to and from resort, ski lift passes, ski lessons or ski guiding services, summer sports activities even where such excursions or services are arranged by our representatives or with a supplier recommended by us. You take full responsibility for satisfying yourself in advance as to the quality of the service and the provider's ability to execute the services.

## 11 Client Responsibilities

11.1 The Party Leader agrees to guarantee payment for any chargeable services requested by any member of the booking party both before and during the holiday.

11.2 It is the condition of every booking that each member of your party is covered by appropriate insurance, and that the policy covers you adequately for winter and all summer sports, third party risks and costs incurred from damage to property or adjacent properties during your stay caused by you or any member of your party, your employees or your visitors to the property.

11.3 Chilly Powder shall be entitled to recover from you the cost of any damage caused by you or a member of your party to any Chilly Powder property.

11.4 We would like to remind our guests that all of our chalets are exclusively Non Smoking, both for guest comfort and in line with French law.

## 12 Resolving Problems & Complaints

12.1 We want your holiday to be as enjoyable as possible, but occasionally even the best-laid plans can go wrong. In the unlikely event of there being something not to your liking whilst on holiday, we aim to resolve it as quickly and amicably as possible. You must report it immediately, thereby giving us the opportunity to remedy the problem during your stay.

12.2 If we are unable to resolve matters while you are on holiday, and you remain dissatisfied, you must put your complaint in writing to Chilly Powder within 28 days of your return from holiday giving all relevant information. If you fail to follow this simple complaints procedure, your right to claim compensation will be affected or even lost and we regret that we cannot accept liability in respect of any complaints which are not notified entirely in accordance with this clause.

## 13 Travel

13.1 Please inform Chilly Powder of the flight arrangements for your party at least four weeks prior to departure.

13.2 Chilly Powder cannot accept responsibility for guests missing flights for any reason and no credit or refund will be given for elements of your holiday that may be affected.

9.6. Chilly Powder is not responsible for any flight delays and please consult the Chilly Powder Transfer Policy with respect to transfers to and from resort.

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#### **14 Arrival and Departure**

- 14.1 On arrival, the chalets will normally be ready to be accessed from 1600. If you are arriving prior to this, we will endeavour to get them ready for an earlier time – but this cannot be guaranteed.
- 14.2 On departure, checkout is at 10:00 but if you are leaving the chalet later than 10 am we will store your luggage for you.

#### **15 Internet**

We offer complimentary internet access via Wi-Fi in our chalets. Please note, however that we cannot guarantee continuous and uninterrupted internet connection in our chalets due to technical circumstances outside of our control. Internet is intended for straightforward web browsing and checking of emails, it is NOT for live streaming or downloads including music and films.

#### **16 Brochure & Website Accuracy**

- 16.1 All reasonable care has been taken to ensure that the descriptions, facts or opinions on our website or in our promotional material are correct to the best of our knowledge.
- 16.2 Opinions expressed are personal to the authors and photographs only relate to a specific destination when specifically captioned. You should bear in mind that in relation to the information given about the resorts and certain facilities available within resort, we cannot guarantee accuracy at all times or that any particular activity will take place as these services are not under our control.
- 16.3 Facilities such as lifts, shuttle bus services, ice rinks and swimming pools may not be operational at the beginning or the end of the season. This may be due to factors such as weather or the number of tourists in resort. These decisions are often made on the spot by their operators and we are not always informed. Where we do know we will do our utmost to let you know.
- 9.7. All information we supply regarding third party suppliers has been supplied to us by them, and we cannot warrant that it is complete or up to date.

#### **17 Data Protection**

- 17.1 We are committed to protecting your privacy. We may disclose your details such as name contact details, travel preferences and special needs/diets that you have supplied to us in relation to yourself and your travelling companions to our suppliers for the purposes of fulfilling their obligations.
- 17.2 We do not sell any information or our mailing list to any other organisations. Please note that security regulations may require us to provide government agencies access to data you disclose to us.
- 17.3 We would like to keep you up to date with late availability, offers and other resort related news items which we feel may be of interest. If you do not wish to receive such information, please unsubscribe from the newsletter emails or write to us at our registered office address.

#### **18 Governing Law and jurisdiction**

These booking conditions and any matters arising from them are subject to and governed by French law and are subject to the jurisdiction of the French Courts.