

## Snow True Terms and Conditions

### 1. Booking Conditions

A holiday booking shall be made between Sarl SNOWTRUE, whose registered address is Le Pré Derrière ,73640 Villaroger, France (“SNOWTRUE”, the “Company”, “we” or “us”) and the person making the booking (the “Client” or “you”) and the contract between the Company and the Client shall be governed by these booking terms and conditions. When booking, you: (i) guarantee that you have authority to accept and do hereby accept on behalf of your party, these booking terms and conditions; (ii) confirm that you have brought the terms of the holiday contract to the attention of each member of your party; (iii) hereby agree that you will bring the terms of the holiday contract to the attention of anyone who is added or substituted at a later date; and (iv) guarantee to pay the full costs of the holidays of all those persons mentioned in the booking and of anyone who is added or substituted at a later date.

### 2. Contract

No contract shall exist between the Client and the Company until: (i) deposits or full payment (as applicable) has been received by the Company and a confirmation invoice (an “Invoice”) has been issued by the Company, or (ii) in the case of telephone bookings made within 10 weeks of departure, and where payment is due by debit or credit card, the Company processes your credit/debit card payment and provides oral confirmation of the booking to you, at which time a contract shall immediately come into existence. When making a telephone booking in such circumstances you are deemed to have accepted these booking terms and conditions at the time of making your telephone booking; an Invoice will be sent to you subsequently.

When you receive your Invoice, please check all the details carefully to ensure that they are correct, as the Invoice, together with these booking terms and conditions form the basis of the contract between you and us. Information contained in our website also forms part of the booking contract (subject to clauses 5 and 12 of these booking terms and conditions). If there are any discrepancies in the Invoice, please bring these to our attention within 7 days of issue, otherwise we will assume that the details shown are correct and amendment charges may be levied where changes are subsequently necessary. We reserve the right to amend any obvious errors in the Invoice including those which concern the price. We will do this as soon as we notice the error but no later than 7 days after issuing the Invoice and no later than 24 hours before departure in the case of late bookings.

### 3. Deposit & confirmation

A deposit of 30% of the total holiday cost is payable at the time of booking (the “Deposit”). The Deposit is non-refundable. On receipt of the Deposit, the Company will send you the Invoice showing the arrangements booked, the balance payable by you and when the balance is due. For bookings made within 10 weeks of departure full payment for the holiday must be made immediately to confirm your reservation.

### 4. Balance payment

Where a Deposit has been paid, full payment of the balance (as shown on your Invoice) must reach the Company not less than 10 weeks prior to the start date of your holiday (the “Due Date”). You shall be liable for full payment for all those persons named on the booking and for any and all persons added or substituted at a later date. If payment shall not have been received by the Due Date, the Company shall have the right to cancel the booking, retain the deposit paid and levy cancellation charges. Any money paid by or on behalf of the Client to an agent, under or in contemplation of a contract with the Company, is held by the agent as agent for the Company until the date on which the agent pays the money to the Company.

## 5. Prices

Although every effort is made to ensure that the prices quoted on the SNOWTRUE website are accurate at the time of publication we cannot guarantee these prices and you must check the price of your chosen holiday at the time of booking, at which time the correct current price will be advised to you.

Once your booking has been accepted we reserve the right to levy surcharges in the event of changes to the Company's costs in dues, taxes or government action (such as increases in VAT or any other government imposed increases). In cases where the Company has received payment in full from the Client by the due date stipulated for latest payment on the Invoice, the Company will not impose any surcharges after payment in full has been received.

Your holiday price does not include:

Holiday insurance (which you must have)

The cost of outbound and/or return travel from home to the chalet booked

Lift Pass, Equipment Hire and Ski Lessons

Room supplements for reduced occupancy

Childcare

Evening meal on chalet chef and host day off

Entertainment and provision of food and/or beverages to visitors to the chalet who are not listed on the Invoice

## 6. Amendments by the client

If you wish to change any details of your booking you must inform us as soon as possible and confirm the details in writing; any changes to your booking will only be effective once the Company has confirmed acceptance of such changes to you in writing. If we are able to accept the change we will do so without charge. Any changes made within 6 weeks of departure may (at the Company's absolute discretion) be treated as a cancellation and cancellation charges will apply as detailed in these booking terms and conditions.

## 7. Cancellation by the client

Cancellations must be notified to us by the Client (or the relevant Travel Agent) immediately in writing (sending the letter by recorded delivery, with the postal receipt kept as proof), to SNOWTRUE, Le Pré Derrière, 73640 Villaroger, France and will only be effective when we receive the written notice of cancellation at our office. In all cases of cancellation by the Client the Deposit and any amendment charges will be forfeited. Cancellation periods are calculated from the date your written notification of cancellation is received in our offices. If you cancel prior to the scheduled date of arrival at the chalet, the following cancellation fees expressed as a percentage of the total holiday cost payable by the person(s) cancelling.

Period before departure Cancellation charge per person

More than 12 weeks Deposit

Between 12 weeks and 8 weeks 50%

Between 8 weeks and 6 weeks 60%

Between 6 weeks and 4 weeks 80%

Within 4 weeks 100%

If no written notice of cancellation is received and you and/or other members of your party do not travel, cancellation is deemed to have been received in respect of such persons on the scheduled day of arrival at the chalet. If a member of your party wishes to cancel, this may mean that the chalet is under occupied and could result in other members of your party having to pay any applicable supplements to retain the booking.

The Company reserves the right to re-sell any part of a cancelled holiday and this does not affect its right to levy cancellation fees.

#### 8. Changes and alterations by the Company

Arrangements for holidays are made many months in advance, and changes can occur. We must reserve the right to make alterations to holiday and website details both before and after any booking has been confirmed. Most of these changes are minor and in all cases we will advise you or your travel agent of any changes at the earliest possible opportunity. If a significant change becomes necessary you will have the choice of: (i) accepting the change in arrangements; (ii) purchasing an alternative holiday from us and paying or receiving any price difference; or (iii) cancelling your holiday and receiving a full refund. In all cases of a significant change, we will pay you compensation as set out in the table below except where the change is made as a result of unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care which shall include but are not limited to those circumstances set out in clause 9 (Force Majeure) below. No compensation is payable in respect of minor changes and no other claim for compensation and/or expenses will be accepted.

#### Compensation for significant changes

Period before departure Compensation per person

More than 12 weeks	nil
Between 4 and 12 weeks	£15
Between 2 and 4 weeks	£25
Less than 2 weeks	£30

#### 9. Force Majeure

The Company cannot accept liability for any costs, losses or expenses incurred by you or any member of your party or pay any compensation if we are forced to cancel, curtail or in any way change your holiday or if the performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to 'force majeure'. Such circumstances shall include, but are not limited to, war or threat of war, riot, civil strife, political dispute, terrorist activity (actual or threatened), industrial disruption (actual or threatened), natural disasters (including but not limited to avalanches or volcanic eruptions/ash-clouds), nuclear disaster, epidemics or health risks, fire, technical problems with transport/machinery/equipment, closure or congestion of airports or ports, border closures, adverse weather conditions, governmental action and similar events beyond our control.

#### 10. Client Liability

The Client hereby accepts responsibility and agrees to guarantee payment for (i) any chargeable services requested by you or any member of your party, and (ii) any damage or loss caused by you or any member of your party.

The Company shall be entitled to recover from the Client the cost of breakages (estimated if not precisely known) and/or damage to the chalet and/or Company property (including but not limited to vehicles and equipment) caused (either with or without intent) by you or by any member of your party. We reserve the right to recover these costs from your credit/debit card. The Client undertakes, for and on behalf of himself/herself and each member of the Client's party, to behave in such a manner so as to not prejudice the Company's reputation with the owners of its chalets, its suppliers or other clients of the Company.

If, in our reasonable opinion, you or any member of your party behaves in such a way as to cause, or be likely to cause (i) danger, upset or distress to other guests, employees of the Company or any third party; or (ii) damage to property, the Company shall be entitled, without prior notice, to terminate the holiday of the person or persons concerned and the Company shall have no further contractual obligations towards such person(s) including with respect to any return travel or transfer

arrangements made on their behalf. Such person(s) shall have no right to claim a refund for their holiday (or any part of it) and the Company shall have no liability in respect of financial loss or other claims, damages or expenses incurred by them as a result of such termination. The breach of this clause by any one person shall grant the Company the right to demand immediate vacation of the accommodation by every person named on the booking. The Company accepts no responsibility for the action of its guests and shall not be held liable for any claim or demand made against them (or as a result of their actions) by any third party.

#### 11. SNOWTRUEs liability

We endeavour to make sure that the holiday which 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 or agents, suppliers and subcontractors where they were at the time acting within the course of their employment or carrying out work that we had asked them to do under a contract of agency or supply with the Company. 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.

In the case of loss and/or damage to luggage or personal possessions (including money), the Company will not accept any liability as it is a condition of your booking (and therefore reasonably assumed by the Company) that you and all members of your party have taken out appropriate insurance to cover such loss and/or damage before travelling. In the event that local restrictions or an injury or other enforced absence to one or more of our employees causes our normal service to be curtailed or restricted, this will not be accepted as cause for compensation claims.

The Company will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

the act(s) and/or omission(s) of the person(s) affected;

the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable;

unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or

an event which either ourselves or our suppliers could not, even with all due care, have foreseen or forestalled.

#### 12. Website information and accuracy

All reasonable care has been taken to ensure that the descriptions, facts or opinions on our website are correct to the best of our knowledge at the time of publication. Chalet plans and resort maps should only be used as an indication of layout. Scale and dimensions are subject to error and furniture and room arrangements are subject to change. Opinions expressed are personal to the authors and photographs only relate to a specific destination when specifically captioned. The Client should bear in mind that in relation to the information given about the resort and certain of the 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.

#### 13. Complaints

Should a problem arise during your holiday, we request that you inform our staff in resort at the time the problem arises so that we are provided with the opportunity to deal with the problem. If you fail to do so you deprive us of the chance to investigate your complaint and to do our best to rectify any problems. If we are unable to resolve matters whilst you are on holiday and you remain dissatisfied, you must write to Snow True chalet holidays, Le Pré Derrière, 73640 Villaroger, France 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.

#### 14. Insurance

It is a condition of booking that all persons named on the booking have insurance which provides sufficient travel and winter sports insurance. As a minimum, such insurance should cover medical costs, mountain rescue and emergency repatriation, third-party liability, travel disruption, cancellation and personal effects. Insurance policies usually specify the maximum amount covered in the event of any loss or damage and most do not cover mobile telephones and some may have exclusions for certain "extreme" sports. We suggest you and the members of your party check the limits of cover of your chosen policies. The Company cannot accept responsibility if you or any members of your party do not take out adequate travel insurance or where any losses exceed the amount for which you/they can claim under your/their chosen policy.

#### 15. Travel arrangements

You should plan to arrive at your chalet accommodation after 4pm on arrival day and leave by 10am on your departure day. If you wish to leave luggage at the chalet before 4pm on the arrival day, this can be arranged but we ask that notice is given prior to the date of your scheduled arrival.

#### 16. Use of hot-tubs and saunas

Guests use hot-tubs and saunas in SNOWTRUE accommodation at their own risk and the Company can accept no responsibility for accidents/injuries sustained while using these facilities. Children must be supervised at all times. Hot-tubs are normally out of use one day per week while they are cleaned. Should any leisure facility become unavailable for any reason, we cannot guarantee being able to repair or replace it during your holiday, and do not offer compensation for inconvenience or curtailed use in such an event.

#### 17. Food allergies

We have a well-developed Food Allergy Policy in place, 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 post) at least 14 days prior to the scheduled arrival date. However, in choosing to stay with us, you accept the following facts: that no food allergy system can ever provide a 100% guarantee against any contact with a specified foodstuff; that items such as eggs, dairy products and nuts are constantly present in chalet kitchens and dining areas; that our staff cannot police what snacks third parties, including other guests, may bring into contact with the allergic person.

**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, in our considered view, 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, it's legal guardian) choose to proceed with the booking, that person does so entirely at their own risk, and would be asked to confirm this in writing in order to confirm the booking. If you fail to advise us of a known extreme allergy at the point of booking, you will be in breach of contract, and we will therefore have no liability to you or any other person in the event of any incident.

#### 18. Internet access

Complimentary internet access via wifi is available. Please note, however, that we cannot guarantee continuous and uninterrupted internet connection due to technical circumstance out of our control. Internet is intended for straight-forward web browsing and checking of e-mails, it is NOT for live streaming or downloads (including music & films).

#### 19. Security

We do not provide safes for securing guests' valuables. We cannot be held responsible for the damage to, or loss or theft of personal belongings or ski equipment from any chalet accommodation (see also clause 14 (Insurance)).

#### 20. Smoking

Smoking is prohibited in our chalet. A guest who breaches this policy will be liable for any cleaning costs resulting from such breach, and accepts liability for all consequential damages sought against SNOWTRUE by its other guests and/or the property owners.

#### 21. Pets

We do not permit pets in our properties.

#### 22. Children

Please note that it is not possible for us to child-proof our chalet, and that children, their behaviour and their safety, remain the sole responsibility of their parents/guardians at all times.

#### 23. Travel agent bookings

If you book your holiday through a Travel Agent they will act to pass information from you to us and vice versa. They will also receive payment from you for their holiday. Any advice given to you from your Travel Agent which is not based on advice given to them by SNOWTRUE is their responsibility. In these circumstances we do not accept liability if incorrect advice is given to you by your Travel Agent.

#### 24. Privacy

We do not share customer details with third parties without your consent and then only in order to facilitate the booking of third party services. We do not store credit card details. We would like to keep you up to date with offers. If you do not want to receive this information please inform us by emailing [info@snowtrue.com](mailto:info@snowtrue.com)