



### **Important Information: Terms and Conditions Exhibit A to Booking Form**

Please read this important information carefully as it is designed to help your holiday run smoothly and is part of the contract between us.

**1) Accuracy:** All information on our website and email communication is to the best of our knowledge and belief correct at the time of publication. However we reserve the right to make changes to this information and sometimes facilities can change which are beyond our control. If any facility detailed is essential to the enjoyment of your holiday, please inform us at the time of booking and we will try to advise you of the latest information. Pictures are included for their attractiveness and general information, and should not be relied upon for any other purpose. Accordingly, photographs of rooms represent the type of accommodation available, but not all the rooms will be the same and sizes, room furnishings and decor will vary.

**2) Holiday Season Abroad:** Please understand, at the beginning and end of the season, on local or national holidays, and/or as a result of weather conditions, some facilities such as sporting activities, special events, ski schools, shops, restaurants, and some ski lifts may be closed or have limited opening hours. If a specific facility is important to you, please contact the local chamber of commerce for information. All mentioned restaurants and other venues are not owned by us or under our direct control. They are included merely because they have been popular and are not a personal recommendation.

**3) Our Arrangements for Your Holiday:** We will arrange for you to receive from us, or from independent suppliers contracted by us, the services that make up the holiday you choose and we will confirm your services on the Booking Form.

**4) Rules and Regulations:** You agree to comply with these Terms and Conditions and all Rules and Regulations regarding use of the accommodation provided by Chalets USA, the applicable property management company, and the owner of the accommodation. A copy of our current Rules and Regulations is attached.

**5) Damage / Repair:** You will be responsible for any damage caused to your accommodation during your stay and any repair costs must be immediately paid in full. You may be asked to provide a credit card imprint or credit card number or check before or at the start of your holiday as a damage deposit.

**6) Booking and Paying for Your Holiday:**

**a.** Catered chalet prices are based on accommodation in standard twin / double bedded rooms based on 2 people sharing unless otherwise stated. Prices for other accommodations are based on the size and location of the accommodation. Prices may be for a fixed number of nights or per night.

**b.** You may enquire about booking your holiday by phone or email (for up-to-date phone numbers, please visit our website [www.chalets-usa.co.uk](http://www.chalets-usa.co.uk)). At the time of booking we will send you a Booking Form to complete and return to us, and you will be asked to pay the appropriate non-refundable deposit (standard deposit is 50% of your holiday cost). We will then send you all the details of your holiday, confirmation of deposit and invoice for the balance due, all of which are incorporated herein for terms. The balance is usually due at least 65 days before departure (check your confirmation invoice for your exact balance due date) and is non-refundable. It is your duty to ensure the full balance is paid on time. If your holiday booking is made within 65 days of your departure, you will be required to pay the full amount at the time of booking. If you do not pay in full by the due date, we reserve the right to treat your booking as cancelled and to charge you a cancellation charge up to 100% of the final invoice total. If payment for your holiday is made by credit card, a handling fee may be levied in some cases. Payment may

be made by debit card, check or bank transfer will avoid a handling fee. When your balance has been paid we will send you a final confirmation.

**c.** We reserve the right to increase or decrease the price of holidays at any time before your holiday is confirmed. We also reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. There may be under-occupancy supplements for customers booking rooms at less than maximum occupancy. Some rooms are considered superior due to their larger size and/or special amenities. There may be a supplement charged for booking such rooms. These may vary so please check for current prices. The price of your confirmed holiday is guaranteed as shown on your confirmation invoice except for changes in transportation costs, fuel or dues and exchange rate changes of more than 2%, which means that the cost of your holiday may change. If your holiday price changes by more than 10%, you will have the option of changing to another holiday if one is available or cancelling and receiving a full refund. If you decided to do this, you must do so within 7 days of the balance due date. Please note some holidays are priced in US dollars and others are priced in sterling / British pounds.

**d.** Travel costs are not included in the cost of your holiday. The website gives information about some, but not all, travel options and companies. These companies are not owned by us or under our direct control. They are included merely because they have been useful in the past and are not a personal recommendation.

**e. Ski Hire, Ski School, Lift Passes, Airport Transfers, Car Hire and Other Services:** These items are not included in the accommodation cost of your holiday, they are optional extras. Information about these options is detailed on the Chalets USA website. You must book these options through Chalets USA to get the deals described on the website. These options are subject to availability, and it is advisable to book them when you book your holiday accommodation. Lift passes & ski school / private lessons are non-refundable once booked. Airport transfers and ski, board and boot hire are non-refundable unless cancelled more than 72 hours prior to your arrival date. If any of these services are cancelled you may be subject to a cancellation fee.

## **7) Cancellations and Alterations:**

**a. By Chalets USA.** As we plan holidays many months in advance, it is sometimes necessary to make changes to the holidays described on our website. We reserve the right to make these changes after you have confirmed your booking. If there is a change to a booking where Chalets USA is acting as an agent for a third party we will pass on the new details to you together with any compensation that the Third Party(ies) may offer. As agent only for the Third Party(ies) we cannot accept any liability for any changes or cancellations made to these bookings. Accommodation and room preference requests: We are happy to note any special room preferences or specific unit requests that you may have and will make every effort to accommodate your request. We, unfortunately, cannot guarantee specific units, rooms or suites, views, bedding, location, etc. and reserve the right to move you to a similar rental property.

**b. Changes by You.** If you wish to make any changes to your booking after we have issued a confirmation invoice, we will do our best to help. Where we can meet your request the total holiday cost will be recalculated in accordance with new arrangements, taking into account under-occupancy supplements, any applicable cancellation fees or other extra charges payable, and the price of your new holiday arrangements that apply on the day that you ask for the change. We will charge you an amendment fee of £50 (or US dollar equivalent) per person and a new confirmation invoice will be issued. If you want to add any new persons to the booking or any other options and we are able to confirm such change, no amendment fee will be charged. However such changes may not always be possible within 14 days of departure. During your holiday, if you want to make changes to the booked arrangements in the resort, for example upgrading your accommodation or extending your holiday duration, changes will be subject to availability. Any extra costs or cancellation charges must be paid locally. All changes must be agreed by us in writing. The accommodation booked must only be used by those persons named on your invoice unless otherwise agreed by us in writing.

**c. Cancellations by You.** If you want to cancel your holiday, the lead name on your booking must tell us in writing immediately by post or email. Verbal cancellations will not be accepted. If you cancel, you will be liable to pay the cancellation charges set out in the table below. Cancellation charges depend on the date when we receive your cancellation:

Period before booked stay when your cancellation notice is received	Cancellation charge
65 days or more	Deposit only
0-65 days	100% of holiday cost

If one member of the party wishes to cancel this may mean that the accommodation booked will be shared by fewer people and the cost for the remainder may go up. We will recalculate your holiday cost based on the new number of people. Any extra cost is not a cancellation charge. If you decide in resort to curtail your holiday for whatever reason we will not make any refunds for any unused accommodation or other services.

**d. Transferring your Booking:** If you are prevented from travelling, you may request to transfer your booking to another person, provided that: you sign a letter authorizing us to make the transfer, the person you transfer your booking to must comply with all terms of the existing booking, that person must confirm to us that they accept the transfer and the terms of our booking conditions, that person must take out their own travel insurance, we will charge a fee of £50 per booking to cover the costs of processing your transfer and this will be added to your new confirmation invoice for that person, you will remain responsible for the payment of any balance on that new invoice should that person fail to pay it.

**8) Special Requests:** If you have a special request, please tell us at the time of booking. These may include requests for a specific unit, room, bedding configuration, location or view. We will forward your request onto the supplier, but they are subject to availability at the time of your holiday. We will not guarantee your requests and this will not form part of the contract between us.

**9) Visa and Passports:** You are responsible for having a valid passport and any necessary visas or other immigration requirements. You should confirm these with the relevant embassies / consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

**10) Insurance:** You agree that you will have appropriate travel insurance for your holiday. You are responsible for obtaining appropriate insurance for your holiday. Group leaders are responsible for ensuring that everyone in their group has appropriate insurance. It is a condition of booking that you take out travel insurance appropriate to the place travelled to and activities undertaken whilst on holiday. No liability will be accepted by Chalets USA for the consequences of your travelling without adequate travel insurance.

**11) Data Protection and Use Policy:** Chalets USA is committed to protecting your privacy and this Privacy Policy sets out what information we collect, how we collect it and what we do with it:

**a. “Your Information”.** This refers to information such as your name, contact details and special needs / disabilities / dietary requirements that you supply to us or is supplied to us, including any information about your family or friends. Your Information is collected when you request information from us, contact us (or visa versa) or make a booking with us. You are responsible for making sure that your friends and family are aware of our Privacy Policy and consent to your acting on their behalf in all your dealings with us. We will update Your Information whenever we get the opportunity to keep it current, accurate and complete.

**b.** We may disclose Your Information to our service providers (which could be located outside the UK / EEA) for the purpose of providing you with our services including your holiday and with third parties, if we believe their products or services may be of interest to you. Some of Your Information may be considered personal data under the Data Protection Act 1998 (for example information relating to health, religion, ethnic origin or political persuasion). We will require positive consent for us to use such information and we will do what is reasonably

practical to draw this to your attention. If you do not agree to our use of Your Information we cannot do business with you or accept your booking.

c. You have the right to ask for a copy of the information we hold about you and to correct any inaccuracies in Your Information at any time.

d. If our contact and dealing with you is via our website we may use “cookies”. A cookie is a small piece of data sent from our web server to your computer and stored in a text file on your hard drive. Cookies enable us to identify your computer but not you personally. You can set your browser to refuse cookies. We use cookies to measure site usage and related information. Our website may contain links to other sites not controlled by us. These sites may send you cookies and collect data and personal information. We are not responsible for the actions, content or privacy policies of those websites to which our websites link. We collect information relating to customer trends and patterns. This information is often used in its aggregate form. We may disclose aggregate statistics about enquiries made, visitors, customers and sales in order to describe our services to prospective partners, purchasers and advertisers and reputable third parties and for other lawful purposes. No personally identifying information is disclosed.

e. We reserve the right to contact you in the future with holiday information and offers of goods and services, forthcoming events or competitions considered to be of interest to you.

f. We reserve the right to change this Policy as necessary. Any changes to this Policy will be made available on request.

**12) Complaints:** If you have a problem during your holiday you must inform us and the relevant supplier immediately i.e. your hotelier / chalet host / service provider. Every effort will be made to resolve your complaint at the time. It is only if we and the supplier are aware of the problem at the time that it occurs that we and the supplier will have the opportunity to put things right. If your complaint cannot be resolved in the above manner, please contact us in writing within 28 days of your return. We will investigate the points raised and reply to your letter within 28 days.

### **13) Limitation of Liability:**

a. **Hazardous Activities:** Skiing and snowboarding and other recreational activities in the mountains are dangerous. You are responsible for your own safety and you participate in these activities at your own liability. You hereby agree, covenant and promise and assume all responsibility or liability and risk for injury, death, illness, disease, consequential damages, or damage to property, arising out of or in any way connected with your participation in these activities.

b. By signing the Booking Form, you release and forever discharge Chalets USA, its members, managers, agents, affiliates, and employees, from any and all liability, claims, demands, actions or rights of action, losses for injury, death, illness, disease, consequential damages, and/or damage to property, for you and the members of your group, arising out of or in any way connected with your use and possession of the accommodations.

### **14) The Contract:**

a. The Booking Form, these Terms and Conditions, the Rules and Regulations, the Confirmation Invoice, and all future included documents as provided for herein, collectively comprise the agreement between Chalets USA and all those listed on the Booking Form on whose behalf the party leader is acting. Said agreement sets forth the entire transaction between the parties, any and all prior agreements, warranties or representations made by either party are superseded by this agreement. This agreement shall not be assigned by either party without the prior written consent of the other party. This agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

b. We accept your booking when you ask for your holiday to be confirmed. However the contract is made on the issue of our Confirmation Invoice. We will send our Confirmation Invoice as soon as possible after receiving your booking and deposit. It is only then that a contract exists. If you do not receive a Confirmation Invoice within

two weeks, please contact us immediately. Payment of any monies in order to request accommodation (or additional accommodation), particularly within 65 days of departure, constitutes a commitment to proceed with the booking if your request is confirmed and those monies are non-refundable unless your request cannot be fulfilled. Please check carefully all the details on the Confirmation Invoice to ensure they are correct. Please tell us of any errors within 7 days as we do not accept liability for errors notified after that period.

c. When you wish to confirm a booking you must also pay the appropriate deposit (usually 50% of your holiday cost) and must also consent to our processing personal information about you and other members of your party. Once your holiday has been confirmed by us your deposit will not be refunded unless we change or cancel your holiday.

d. The party leader must be authorized to make the booking on behalf of all the party members. The party leader confirms that he / she is so authorized and that all party members agree to be bound by these terms and conditions and that all party members have appropriate travel insurance. While all members of your party are jointly and severally liable hereunder, the party leader, if any, is responsible for arranging all payments due to Chalets USA.

e. We do not accept bookings made in the name of persons aged under 18.

f. In some cases Chalets USA acts as a booking agent for a third party (other tour operators / suppliers), further details of which will be made available at the time of booking. In these cases your holiday contract will be bound by the tour operators terms and conditions. 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.

g. Special offers advertised on our website are subject to availability.

h. Availability of accommodations is subject to acts of God and other reasons not under the control of Chalets USA.

i. In the event Chalets USA is required to retain the services of an attorney in order to enforce this agreement, Chalets USA shall be entitled to immediate reimbursement from you of all costs incurred, including prejudgment and post judgment attorney's fees. All other legal remedies are hereby reserved.

j. Time is of the essence hereunder. This agreement shall be governed by the laws of Colorado.

**k. SIGNING THE BOOKING FORM IS ACCEPTANCE OF THESE TERMS AND CONDITIONS.**

**RULES AND REGULATIONS**  
**Effective from May 21, 2012**

- 1) You agree to honor check-in and check-out times, which may vary from unit to unit. Additionally, on the last day of your holiday, you may have to leave your room by mid-morning, regardless of the normal check-out time, so that the room can be prepared for incoming guests.
- 2) Smoking is only permitted in designated areas in or around the accommodations, if any.
- 3) If despite best efforts other guests smoke in a non-smoking chalet we cannot accept liability for any discomfort.
- 4) Pets are only permitted in designated areas in or around the accommodations, if any.
- 5) **Catered Chalets:** If your group has booked the whole chalet, you are free to allocate rooms amongst yourselves on arrival. Chalets are generally family homes, not hotels and as such may not offer the same degree of privacy or facilities as purpose built hotels. Bedroom doors may not be lockable and rooms vary in size. Most bedrooms have private facilities, whilst others have bathrooms that are shared between guests. The chalet may or may not be locked and it may not be possible to provide every guest with a front door key. Most chalets will have communal eating and lounge areas and usually meals will be at a set time. Chalet staff may live in and may share facilities with guests. The atmosphere in chalets is relaxed and informal. Do not expect the chalet staff to provide the same level of facilities as you would find in hotels. Chalet staff will make every effort to assist if other guests behave in a discourteous or anti-social manner, however you will appreciate they have no control over the behavior of other guests. In most chalets you will be asked to leave your outdoor shoes & ski boots at the front door. Please bring slippers with you. Rooms may not be available when you arrive, especially if you arrive on an early flight. There will be somewhere to store your luggage free of charge until departure time, although this area may not be locked.

You are not allowed to share the accommodation or let anyone else stay there without prior written approval. Please remember, you are responsible for any damage caused to your holiday accommodation during your stay and justifiable charges made by the owner /manager in this respect must be paid locally.

**6) Behavior:** Please be considerate to other guests (and your hosts if applicable) at all times. Local authorities may take legal action against people causing any kind of disturbance in the accommodation and its surroundings including the hot tub and against people making noise in the streets. Please note you will be responsible for any damage caused to property and any repair costs must be paid in full. We retain the right to terminate without notice and liability the holiday arrangements of any client whose behavior is such that, in our opinion or that of any of our service providers or other person of authority, is likely to cause distress, damage, annoyance or danger to any other customers, employees, third parties or property. Full cancellation charges will apply and we will not be responsible or liable for any costs incurred.

If in the opinion of any person in authority, such as an accommodation owner or manager, you appear to be unfit to travel or because of anti-social behavior are likely to cause a disturbance to other guests or a disturbance to the accommodation owner or manager or damage to property, we reserve the right to terminate your holiday arrangements with us. We will not be liable to make alternative arrangements for accommodation or other services, nor will we cover any costs which you incur or make any refunds.

7) Accommodations are furnished and have certain personal property items for your use. You are responsible for the care and proper use of these furnishings and items, and none may be removed from the accommodations.