

Smitten By Snow

BOOKING CONDITIONS

These Booking Conditions, together with our Privacy Policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Smitten By Snow Limited, trading as Smitten By Snow, Company number: 04015077, of Crown House, 27 Old Gloucester Street, London, England, WC1N 3AX (“we”, “us”, “our”). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made, references to “us” and “we” refers to Smitten By Snow Limited. Any reference to ‘booking’ includes booking of units of Accommodation, and/or booking of Additional Services (see **Clause 20**).

We do not offer packages are not a “Package Organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018 (PTRs). We offer for sale single service travel arrangements only.

1. By making a booking, the person who completes the booking form (“**Party Leader**”) agrees on behalf of all persons detailed on the booking (“**Party Members**”) that he/she:
 - a) has read these Booking Conditions and has the authority to and does agree to be bound by them;
 - b) consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements);
 - c) is over 18 years of age, and where placing an order for services with age restrictions declares that he/she is of the appropriate age to purchase those services;
 - d) accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

2.1 Accommodation Booking Process: You may make a booking request by completing our accommodation enquiry form - or by clicking the appropriate link - which can be found on our website. Once we receive your enquiry, which will be notification of your intention to book a particular date, we will check availability, and notify you by email (normally within 24 hours) whether your chosen accommodation is available. We will also provide you with the applicable rates for the dates of your intended stay, and if available, the accommodation will be reserved for you for a period of 72 hours following notification of availability, to allow the Party Leader to arrange and pay the required deposit. Your accommodation booking will not be secured or confirmed by us - and a binding contract will not exist for the booking - until we receive the deposit payment in full, and we notify you by email that the deposit payment has been received in full, and that your accommodation booking is confirmed.

2.2 You must complete the details for each member of your party before you pay the outstanding balance (“**final balance**”) for your booking and before we can allocate any applicable discounts. The final balance (plus any applicable tourist tax) is due no later than 10 weeks before your arrival date, unless we advise you that payment is required earlier. If we do not receive the final balance in full and on time, we reserve the right to treat your booking as cancelled by you, in which case the cancellation charges set out in **Clause 6** will apply.

2.3 For bookings made within 10 weeks before your arrival date, the full balance (plus any applicable tourist tax) must be paid immediately after we send you written notification that the accommodation is available. We will not confirm your reservation as fully booked, and your accommodation will not be secured, until the full payment is received.

2.4 An online booking reference will be supplied to the Party Leader when the booking is confirmed; logging in to the online account will provide access to the booking invoices. All payments will be recorded on the online account, and will also be sent by email to the payee. Please check all invoices carefully as soon as you receive them, and let us know if there are any errors. We may correct any amounts we have invoiced you at any time before your booking is confirmed as fully booked. Contact us immediately if any information that appears on the confirmation - or any other document - appears to be incorrect or incomplete, as it may not be possible to make changes later.

2.5 All payments due for bookings must be made in full and you are responsible for paying any bank charges (including any international transaction payments). Please note that tourist tax is applied to bookings for all guests over the age of 18 and is payable by you at the time of balance payment. The rate is approximately €1-3 per person per day, depending on the type or classification of accommodation booked. This will be added to your final balance and be payable in Euros or in British pound sterling at the applicable foreign exchange rate which shall be calculated in accordance with **Clause 3.3**.

3.1 Prices and Price Guarantee: We endeavour to ensure that all the information and prices on our website and in any advertising material that we publish are accurate. However, occasionally changes and errors do occur, in which case we reserve the right to correct prices and information on our website and in advertising material. On occasion, our services are sold on third party websites over which we have little or no control. We reserve the right to correct any errors or information displayed on third party websites.

Any accommodation prices we notify you of by email will take precedence and will be binding over any prices displayed on third party websites. We will only ever correct pricing errors before your booking is confirmed and the price of your booking is fully guaranteed from the moment we send you written confirmation that your accommodation is booked.

3.2 Where a group booking is made for accommodation, our system splits the balance outstanding for the accommodation between each member of the travelling party (this is simply to help the Party Leader track payments, but the Party Leader retains overall responsibility for payment of the booking). If the number of guests on a booking reduces, the total balance is unchanged and still has to be settled. This may increase the price of the accommodation per person.

3.3 All accommodation and additional services are priced in Euros. If you make payment in any other currency, the rate will be calculated in line with rates quoted on the foreign exchange website Travelex on the date that you make payment. Please note that exchange rates are subject to fluctuation and so they may be different from day to day meaning that an amount paid in the relevant foreign currency (such as British Pound Sterling) may be different depending on the day that you make payment, but the amount received in Euros will not exceed the price quoted. Please note that the final balance must be paid in the same currency as your deposit payment.

4. Special Requests: Whilst every effort will be made to arrange any reasonable special requirements and requests (e.g. specific room or apartment requests, parking places, cots and highchairs, specialist diets etc.) we cannot guarantee that they can be fulfilled. Please inform us of all your requirements in writing at the time of booking and we will make every reasonable effort to try and meet them. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to a supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

5. Disabilities and medical conditions: We are not a specialist disabled travel company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical condition or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in certain activities. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not be able to confirm your booking reservation, or if you did not give us full details at the time of booking, we may have to cancel the booking and **impose the cancellation charges set out in Clause 6. below when we become aware of these details.**

6. Cancellation: Cancellation of Accommodation can only be made by a Party Leader, and will only be effective when written notification has been received by us. As we incur costs from the time we confirm your booking, the cancellation charges set out in the table below will be payable - as well as an admin fee of €15 per guest for any cancellation. These charges cover costs of administration, and any resources we must apply to re-selling any accommodation, and cover us for any potential losses if we were not able to re-let the accommodation. If we do re-let the accommodation, you have no claim against any funds we may generate from the re-letting.

Please note: weeks before refers to multiples of 7x days before arrival starting at 00:00 hours. Ie if arrival is Sat-15-Feb, 6x weeks before would be before 00:00 hours on Sat-04-Jan.

Weeks before arrival in resort	Cancellation charge
10 weeks or more (+71 days)	loss of deposit
10-8 weeks (70-57 days)	50% of total cost
8-6 weeks (56-43 days)	75% of total cost
6 weeks or less (42-0 days)	100% of the total cost

6.1 Changes by you: If you wish to change any part of your booking after we have confirmed your booking, the Party Leader must immediately advise us of the change in writing. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to an administration fee of €15 per person per change, plus any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

6.2 Where we are unable to assist you, and you do not wish to proceed with the original booking, we will treat this as a cancellation by you and the cancellation charges set out in the above table may apply as well as the administration fees outlined above.

6.3 Note: certain services (particularly where a third supplier will provide such services) made under your booking may not be changeable after confirmation, and any alteration may result in a cancellation charge of 100% of the value of the Service.

7.1 Transfer of booking: If any member of your party is unable to travel, that person may transfer their place to someone else (introduced by you) providing we are notified not less than two weeks before departure, and provided the transferee meets all the requirements of these booking conditions for the travel arrangements concerned.

7.2 You must pay any outstanding balance payment, an amendment fee of €15 per person transferring, as well as any additional fees, charges or other costs arising from the transfer. The Party Leader shall be responsible for payment of the amendment fee and remain responsible for other sums due under the booking.

7.3 If you are unable to find a replacement, no refunds will be given for accommodation where guests do not travel, and cancellation of any Services will be dealt with as described in **Clause 6**.

8.1 Covid-19 Guarantee: We will provide a refund of your Accommodation and Services payments in the event of cancellation, in response to the COVID-19 situation, where the reason for cancelling falls under one of the scenarios below (and the scenario is effective on the day before arrival).

- a) France closes their border such that you are prohibited from travelling to France.
- b) Your country of origin closes their border such that you are prohibited from travelling to France.
- c) The French government decides to impose quarantine restrictions on your country of origin.
- d) The La Plagne ski area is ordered to close for winter sports activities.
- e) There is closure of the accommodation booked (and we cannot re-accommodate you in an equivalent property).

8.2 Covid-19 Guarantee Conditions

- The cancellation must apply to all individuals who have booked to stay in the accommodation.
- If you have to depart from the accommodation early for any of the reasons above, a reimbursement will be made for the nights that you do not stay.
- we aim to refund all payments that we hold that have been made by you for accommodation and services within 14 days.
- where amounts paid by you have already been paid to third parties for accommodation and/or services, our liability to you will be limited to refunding only the amounts returned to us by the relevant third party(ies).

9. Insurance: Obtaining adequate travel insurance (with Winter Sports Cover) is a condition of your contract with us. You must be satisfied that your insurance fully covers all the personal requirements of each party to the booking including, without limit: pre-existing medical conditions; cancellation charges (for any reasons, including reason(s) relating to Covid-19, (in which case you will need to make sure that your policy specifically covers Covid-19); missed transport transfers and costs incurred due to such missed transfers; medical expenses and repatriation in the event of accident or illness). If you choose to travel without adequate insurance cover, we will not be liable for any losses or costs you incur, howsoever arising, in respect of which insurance cover would otherwise have been available.

10. Changes by Us: We may in exceptional circumstance be required to cancel your booking, in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of such change or cancellation. Very rarely, we may be forced by force majeure (see **Clause 28** below) to change or terminate all or some of your booking after departure. If this situation does occur, we regret we will be unable to pay compensation or meet any costs or expenses you incur as a result.

11. Terms & Conditions of Suppliers: Services other than accommodation (“**Additional Services**”) are provided by independent suppliers (see **Clause 20**). Those suppliers provide such additional services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions limit or exclude the supplier’s liability to you. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

12. Cutting your booking short: If you or a member of your party are forced to return home early, for any reason that is not our fault, or you are unable to use all or any portion of services that you have purchased (for example due to an injury), we cannot provide you with a refund for any unused services. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with your insurers.

13. Catering Services: Subject to availability, and upon your request, we may arrange catering services on your behalf. This ranges from third-party catering suppliers preparing meals in your accommodation, to making restaurant reservations, to arranging for the delivery of freshly-prepared or frozen dishes. If we are unable to arrange the catering service requested, we may offer to arrange alternative catering services for you, and issue you with an invoice which must be paid before the services can be provided. If we are unable to make alternative arrangements, and/or we are forced to cancel catering services you have paid for, our liability to you will be limited to providing you with a refund of any monies paid for any unused portion of the catering services.

14. In-Accommodation Third-Party Catering: Where you book this in-accommodation service you agree to the following: the price paid will include a hot and continental breakfast, an afternoon cake or similar snack, an evening 2-course meal for children, and 3-course meals for adults. Drinks - and afternoon tea on the first and last days of your stay - are not included in the price. You also agree that you will: a) provide access to the accommodation by a key or entry code so that staff can enter early to prepare breakfast, b) staff can stay late to clear up after dinner, c) you will provide and allow access for the storage of equipment and provisions at the accommodation and d) that you will not use any equipment or provisions stored at the venue. We will be obliged to charge you for any damage to equipment or loss of provisions caused by you, or any member of your party or persons that you allow to enter the accommodation.

15. Self-Catered Chalet-Apartment Accommodation

The accommodation we offer are chalet-style apartments, which are located within a larger development of similar accommodation. Check-in is available on day of arrival from 17:00 hrs, and checkout is no later than 10:00hrs on the day of departure. On arrival, we collect a deposit (“**damage deposit**”). This is normally done by pre-authorisation of the deposit amount via a bankcard. One deposit value required per accommodation unit. This is done on arrival at the reception of the accommodation by a member of the Reception team. We will return this amount to you when you check out less – if applicable - any amount for cleaning, or any damage caused to the accommodation (or its facilities) due to your conduct, or the conduct of any member of your party, or any other person you, or a member of your party, allow to enter the property. We will notify you of the reasons for any deduction to the damage deposit, and provide evidence for such deduction. If the damage caused is in excess of the total damage deposit paid, we reserve the right to pursue you for the difference. Reasons for which we may make deductions to the damage deposit include damage to and/or loss of furniture, damage to accommodation, bed linen, bath towels, bath mats and tea towels. We will deduct the cost for replacement or repair (as we deem appropriate). You must check the inventory on your arrival, and immediately notify us of any damage already present within 24 hours of such arrival. We recommend that you take photographs of any damage already present, and notify the accommodation manager of it immediately, otherwise you will be charged for such damage on the presumption that it is caused by you, in which case appropriate deductions to your damage deposit will be made.

Accommodation	Parking pd	Deposit on Arrival	Clean Charges*
Chardon	€ 12	€ 460	not if clean
Biniou	€ 12	€ 500	not if clean
Cassiopee	€ 12	€ 1,000	not if clean
Carlina	€ 22	€ 1,000	€ 350*
Carlina Chalets	€ 22	€ 1,000	€ 350*

* The charge can be avoided if the following is completed to a satisfactory standard. All: floors vacuumed, swept, mopped. Kitchen: remove all food items, clean fridge, oven, microwave, dishes. Rubbish and recycling take to the bins.

16. **Carlina Style Apartment and Chalet Accommodation:**

2x rates for the Apartment Accommodation are normally offered. If the Non-Refund Rate is accepted, the balance for Accommodation must be paid for at the time of booking.

As well as details required to register on Smitten By Snow's Booking system, a Booking Form for the Accommodation Owner also needs to be completed.

If Half-Board Services are requested, they must also be booked before arrival, and will be made available to settle from 24 hours after payment for the accommodation is received. Breakfast: 7:30 a.m. to 10 a.m. (the service ends at 10 a.m.). Dinner 7:00 p.m. to 9:00 p.m.

Linen is changed 1x during a 7x night stay, please indicate to reception if this is not required. Towels will only be replaced if placed in the bath or shower.

All Chalets and Apartments have Sauna facilities installed within the accommodation. In Chalets Juliette and Hugo, there is also a Hot-Tub installed on the balcony.

The Hotel Carlina wellness area (sauna, hammam, jacuzzi, Swedish baths, swimming pool, fitness equipment) is available for the guests having booked an Apartment.

For those guests that have Booked a Chalet, the Wellness Area is not included. However, access is available if guests book Treatments locally. Please read all instructions offered regarding the safe use of all the facilities provided.

For any Services booked locally with in-resort Reception staff or the Concierge, a fee of 4% will be charged on the final bill and the right to deduct any unpaid amounts from the security deposit is reserved.

Cleaning Fee "End of Stay": 350 €*. The cleaning fee is not mandatory, however, please note that the accommodation must be left clean (vacuumed, floors washed, kitchen cleaned, dishes clean and tidy, bins emptied, and rubbish/ recycling removed) otherwise we will be obliged to make a deduction from the deposit.

17. **Departure: Chardon Style Accommodation:** Apartments must be left clean and tidy.

In the kitchen: all dishes washed; all surfaces and appliances cleaned; floors swept and mopped. All food, rubbish and recycling to be removed.

In bedrooms: sheets, pillowcases and duvet covers to be removed (duvets, pillows and mattress covers to remain on the bed). Along with all towels, linen to be placed in the linen bags provided. Removal of rubbish from the bedrooms and bathrooms is sufficient, no further cleaning of these areas is required.

If you fail to tidy and clean the accommodation to a suitable standard, a cleaning fee will be deducted from the damage deposit.

18. **Departure: Biniou and Cassiopee Style Accommodation:** Apartments must be left clean and tidy.

In the kitchen: all dishes washed; all surfaces and appliances cleaned; floors swept and mopped. All food, rubbish and recycling to be removed.

Bedrooms and bathrooms: removal of rubbish is sufficient, no further cleaning of these areas is required.

If you fail to tidy and clean the accommodation to a suitable standard, a cleaning fee will be deducted from the damage deposit.

19. **Wi-Fi:** Any Wi-Fi system provided is not managed or controlled by us. The connections are all limited by normal telephone connection lines, and routers are often shared with other units of accommodation. The number of guests accommodated in the village - and the peak demand of Wi-Fi services outside of skiing time - means that the demand on Wi-Fi services is higher during non-ski times and internet access may be limited, slow or unavailable. We will not be liable for any limited internet access. If you require a fully accessible internet connection during your stay we advise that you make suitable arrangements with your mobile phone network.

20. **Additional Services (Additional to the Accommodation Booking)** – Additional services include (but are not limited to) the following Services that we are able to arrange for you to enjoy whilst in resort: Transport, Ski Lift Passes, Equipment Hire, Catering etc. These Services are provided by 3rd Parties, and are booked through our website and paid for in separate transactions to accommodation bookings. Bookings for additional services can only be made 25 hours or more after your accommodation booking reservation is confirmed. You will need to check with us that relevant additional services are still available when you make payment, as places will only be held for you for a short time and will not be confirmed before we receive payment. All bookings -and payment – must be completed two weeks or more before arrival, unless agreed otherwise. We will issue you with a full refund for any additional services requested and paid for and subsequently found to be unavailable. Our liability to you for additional services found to be unavailable will be limited to this refund.

21. **Airport/Train Station Transfer, Transport Bookings** – Where we have arranged your airport or train station transfer, you must immediately notify us or the supplier providing the service of any disruption to or delay to flights or trains. We will do our best to meet any transfer time changes but as we rely on third parties to provide transport services we cannot guarantee availability or that such changes can be accommodated. Neither we - nor our suppliers - will be liable to issue you a refund if you miss your transfer. Unless otherwise agreed, your transfer will wait for 60 minutes, after which you will be deemed to have missed your transfer.

If your driver is able to wait more than 60 minutes (although they will not be obliged to do so), we and/or our transport partners reserve the right to apply a waiting charge of €60 per hour. This will be payable pro rata, per part 30 minutes. Please note that where the driver is able to accommodate unscheduled stops or routes (such as supermarket stops) you will incur additional charges of €60 per hour, calculated to the nearest 30 minutes.

The minibuses used for Transfers carry up to 8 persons and they have space for baby and child seats. We offer coach services for larger groups, but such coaches may not have seatbelts fitted in which case they will not have capacity for baby and child seats. Please let us know at the time of making a transport booking whether you will be carrying baby or child seats. Please note that our transport partners may apply cancellation fees of up to the full transfer fee if you cancel confirmed transfers. We strongly recommend taking out insurance to cover you in the event that you miss your transfer - or our transfer partner is unable to provide a service - for any reason (including, but not limited to flight delays, exceptional weather, traffic conditions or being prevented from reaching the pick-up point, or the destination booked). Such cover should include the costs you may incur for any overnight stays in hotels or other accommodation until you are able to travel to your pick-up point or destination. The cover should also include cover for any further transportation costs. We and our transport partners will not be liable to you for any costs or losses that you incur due to your failure to insure yourself for missed transfers.

The drivers are rightly proud of their vehicles and like to keep them clean – for your comfort and for the comfort of the passengers they will be transporting next. Thus, we ask that you do not eat whilst in the vehicle. In exceptional circumstances (ie infant child) then please discuss with the driver.

22. **Lift Pass Bookings:** Lift Pass bookings are not confirmed until we send you written confirmation that your lift pass booking is complete. Lift Passes are non-refundable once confirmed. They will be delivered personally on arrival.

23. **Ski School Bookings:** Ski school bookings are not confirmed until we send you written confirmation that your booking is complete and are non-refundable once confirmed. For peak school holiday periods, private lessons may need to be booked 6 months or more in advance, and group lessons will need to be booked 3 months or more in advance. Ski School bookings do not include equipment hire. Detailed information on meeting points for lessons will be given. We aim to accompany guests to the meeting point for ski lessons on the first day, however, occasionally this may not be possible. Any tickets for pre-booked lessons (along with passes where these have been booked with lessons) will be made available upon arrival, or, from time to time, may be issued by the ski instructor at the meeting point on the first day of lessons.

23.1 **Equipment Hire Bookings – Price Match Guarantee:** We and our ski-shop partners offer a 30% discount on in-resort prices if you pre-book your ski equipment with us. For those using equipment hired through us and our ski partners, we offer a 10% discount on all in-shop purchases over €10 (except in the case of ski boots as the fitting process for them requires a lot of effort - and sometimes customisation).

23.2 We also offer a price match guarantee for equipment hire against any other quote you obtain and can evidence to our satisfaction. This price match guarantee is only valid before you place an equipment hire booking, and will not be available retrospectively for a booking already confirmed.

23.3 **Equipment Hire does not include insurance for loss or damage.** This is available as a separate arrangement in the shop, and is subject to an excess charge. As travel insurance is a requirement of booking, we strongly recommend that you ensure that the travel insurance covers you for loss or damage of hire equipment. A Winter Sports policy normally includes cover for equipment hire and we recommend reading your policy to make sure that you are covered. In the case of theft, a police report may be required before you are able to claim under your policy – please check your policy.

24. **Non-Partnered Bookings.** Where we are requested to make a booking on behalf of a guest with a Supplier with whom we do not have a contract (ie Huski Sledges) we are obliged to make a nominal charge of 5% of the value of the booking, added to your account.

25. **Communication:** We may communicate with you through various means including email, mobile phones, text and letters. The Party Leader must notify us of any changes to contact details. We will not be held responsible for any communication sent to details provided by the Party Leader - or a Party Member - that are not received, or are diverted to spam.

26. **Update to our website:** We may review the information on our website from time to time to ensure accuracy of information. This can include changes to our Terms. It is your responsibility to ensure that you visit our website on a regular basis to keep up to date with any changes.

27. **Comments & Feedback:** By making any comments about our services in our guest books or by email, you agree that the comments can be quoted on our website, with abbreviated details of your name and place of residence. Such comments may be edited slightly for clarity or length.

28. Force Majeure: Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected, or you otherwise suffer any damage or loss as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include but are not limited to, war or threat of war, riot, civil strife, actual or threatened terrorist activity, epidemic, pandemic (including the ongoing effects of Covid-19) or any significant risk to human health such as the outbreak of serious disease at the destination, chemical or biological disasters, acts of God, flood, drought, earthquake, any law, guidance or advice issues or any other action taken by a government (local or national), industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

29. Complaints: In the unlikely event that you should have cause to complain, please inform us or the relevant supplier immediately, and we - or they - will endeavour to put things right as soon as possible. If your complaint is not resolved locally, please contact us by email to info@smittenbysnow.com or call +447905330279. If the problem still cannot be resolved, and you wish to complain further, you must send formal written notice of your complaint to us at our office within 48 hours of the end of your stay, giving your booking reference and all relevant information. Failure to follow this procedure may affect our - and where applicable the supplier's - ability to investigate your complaint, and will affect your rights under this contract.

29.1 Liability: Our liability to you is limited to the duty to provide the accommodation you have booked with reasonable skill and care. We have no liability to you except in cases where you can show that we have failed this and damage to you has been caused. We 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:

- a) your act(s) and/or omission(s); or
- b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services booked and which were unforeseeable or unavoidable; or
- c) 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
- d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

29.2 We limit the amount of compensation we may have to pay you if we are found liable under **This Clause** to:

- a) for loss of and/or damage to any luggage or personal possessions and money, an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind, and
- b) Claims not falling under (a) above and which don't involve injury, illness or death, the price paid by you in total for your booking.

29.3 It is a condition of our acceptance of liability that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these booking conditions. Where any payment is made, you - or your parent or guardian if you are under 18 years - must assign to us or our insurers any rights you may have to pursue any third party and must provide us and our insurers with all assistance we may reasonably require to do so.

29.4 Please note: we cannot accept liability for any damage, loss of expense or other sum of any description:

- a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you;
- b) relate to any business; or
- c) indirect or consequential loss such as loss of anticipated savings and loss of profits.

29.5 We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website. For example, any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

29.6 Nothing in this **Clause 29** or these booking conditions limits any liability which cannot be excluded or limited under applicable law including liability for fraud or misrepresentation or for any death or personal injury suffered by our, our employees or our suppliers' negligence.

30. Travel and Foreign Office Advice: You are responsible for making yourself aware of Foreign, Commonwealth & Development Office (FCDO) advice in regards to the safety of the countries and areas in which you will be travelling and to make your decision accordingly. For non-UK nationalities, please refer to the equivalent organisation in your home country.

31. Conduct/behaviour: All our guests are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If, in our opinion, or in the opinion of any accommodation manager or any other person in authority, your behaviour or that of any member of your party is causing - or is likely to cause - distress, danger or annoyance to any other guests or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately.

In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation and/or other additional services immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other services will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the accommodation manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) later made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests.

32. Law and Jurisdiction: You agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us. We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

33. Severance: If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted but that shall not affect the validity and enforceability of the rest of this agreement.

34. All photographs and plans displayed on the website are provided to give you further information, and are non-contractual.

35. We aim to process any refunds due within 14 days of agreement.

36. Contact Details:

Email : info@smittenbysnow.com

Website: www.smittenbysnow.com

Our addresses are:

- a) Correspondence Address:
Smitten By Snow Limited, 31 Relugas Place, Edinburgh EH9 2PY.
Telephone number: 00 44 (0)790 533 0279
- b) Address as registered at Companies House, UK:
Smitten by Snow Limited, Crown House, 27 Old Gloucester Street,
London, England, WC1N 3AX
- c) Smitten By Snow Limited, Les Balcons, Belle Plagne, 73210, La Plagne Tarentaise Tel France : 00 33 (0)6 20 08 84 93