

## 1. DEFINITIONS

Barrelli Ski Ltd (trading as Barrelli Ski) shall include where appropriate its employees. The client shall mean the person who signs the booking form and shall include all persons on whose behalf the client books. The client by signing the booking form or by paying their holiday deposit confirms that he or she has the authority of all other persons included in the holiday to make the booking on their behalf and that he or she has read and accepted these booking conditions.

## 2. MAKING A BOOKING

All bookings are made with Barrelli Ski and are subject to the following conditions. A contract will exist between the client, and all persons on whose behalf the client has booked, and Barrelli Ski, where the client has confirmed requirements verbally, by telephone, e-mail, fax or letter and upon receipt of holiday deposit or full payment and Barrelli Ski have accepted the booking by confirming details by e-mail or by post. The deposit is non refundable and generally is £150 per person for fully catered bookings or 50% of the total chalet price for self catering bookings. It is our legal responsibility to ensure that you have adequate insurance cover. You will therefore have the option of taking out the comprehensive ski travel insurance that we recommend or you may wish to independently arrange your own comparative cover. Whichever option is chosen, you will then need to complete and sign the insurance indemnity form we send you, giving details of the cover you have arranged.

## 3. MAKING YOUR FINAL PAYMENT

An invoice for the balance due will be sent to the client approximately 12 weeks prior to departure. The client, by his or her signature on the booking form has agreed to pay Barrelli Ski all monies due under the contract. Full payment, less any previously paid deposits, shall reach Barrelli Ski no later than 10 weeks prior to departure - or by return for bookings made less than 10 weeks prior to departure. Chalet location maps and other holiday details will be issued 1-2 weeks prior to departure. If payment is not received by the due dates, Barrelli Ski reserves the right to cancel the booking and cancellation charges will be levied as set out below.

## 4. ALL PAYMENTS

Initial holiday deposits and subsequent final payments are each payable in one Cheque, Bank Transfer or Debit/Credit Card payment by the group leader or a £10 administrative charge per extra payment will apply to each member of the group who pays separately. A 2% fee applies to all Credit Card holiday balance payments, there is no charge for balance payments made on a Debit card.

## 5. PRICE FLUCTUATIONS

Our brochure prices and information contained therein, are compiled in good faith based on schedules, prices and exchange rates current on the 1st May 2008. Barrelli Ski reserve the right to add a suitable surcharge in the event of major currency fluctuations in between the time the deposit is paid and the balance is due.

## 6. IF YOU CANCEL YOUR HOLIDAY

Cancellations must be advised in writing and signed by the person who signed the booking form or paid the deposit. Cancellations are accepted as from the date written confirmation is received by Barrelli Ski Ltd. If you do cancel, the amount of notice you need to give us before your scheduled departure date and the cancellation charges we apply are as follows:

- i. More than 56 days.....loss of the deposit.
- ii. 28 - 56 days.....50% of the holiday balance.
- iii. 14 - 28 days.....75% of the holiday balance.
- iv. Less than 14 days.....the total holiday cost.

## 7. CHANGES TO YOUR HOLIDAY

In the unlikely event that Barrelli Ski have to make a major change to your holiday, i.e., change of resort or chalet, or day of departure - the client will be offered another holiday of at least comparable standard, or a full refund.

## 8. LIABILITY

i. We cannot accept liability for any loss, damage or injury caused by your own fault or neglect, or any activity not part of the holiday arrangements we make for you, or if you act against advice provided. Your comprehensive ski travel insurance will cover you for most eventualities. However when buying our ski travel insurance policy, it is the responsibility of each individual group leader to read the policy document and to pass copies on to other members of their group who take the insurance, and it is up to all those who take the insurance to ensure that it is adequate cover for them. It is up to the group leader to retain and keep safe all the relevant insurance documentation needed for any member of his party to make a claim, we regret that because it happens so often, if Barrelli Ski have to send out any duplicate documents, a £10 administration charge per document will apply.

ii. The booking is made subject to the terms and conditions of our chalet or accommodation suppliers, or suppliers of other services that Barrelli Ski utilise, some of which may limit or exclude liability. These are often the subject of International Agreements, and also embody the laws of the country concerned.

## Confirmation of Booking:

A contract shall be deemed to exist between the client and shall include all persons on whose behalf the client books and Barrelli Ski Ltd when the client has confirmed requirements verbally, by telephone, email, fax or letter and on receipt of deposits/full payment and the company have accepted such a booking by confirming details in an email, and /or issuing confirmation details or an invoice.

In most cases these details will be emailed but can be faxed or posted by written request to our UK office, 19 Sefton Park Road, St Andrews, Bristol BS7 9AN.

## CHALET SECURITY DEPOSITS

On arrival we take Credit or debit card details for a security deposit against any damage caused (either accidental or otherwise) or extra cleaning, in our self-catering chalets of £500-£1000. This is automatically refunded direct to you account at the end of your holiday on verification of the chalet at the end of your stay. For our catered chalets we reserve the right to claim back from the party leader for any damage caused to a catered chalet or its contents. We will hold your credit or debit card details as security against any damage to furnishings, decorative items or chalet contents.

iii. We cannot be held responsible for any loss of enjoyment due to adverse weather conditions during your holiday, or be held liable for any delays or loss of enjoyment that may arise due to circumstances beyond our control, i.e., 'force majeure', and includes by way of example and not limitation, war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disasters, fire and all similar events.

iv. In case of any dissatisfaction with your holiday, in the first instance you should discuss any problems with our locally based staff within 24 hours. If you cannot make personal contact you can call the mobile phone number of the relevant member of staff for your particular resort or the relevant local resort number: Chalet Molly Blanc for Les Houches and Chalet Marmotte for Champagny-en-Vanoise. If all else fails phone our Bristol office number – all numbers are printed on Barrelli Ski letterheads, on our web-site and advised on directions and correspondence sent to you prior to your holiday—please ensure you have them with you when you travel. In the unlikely event that we cannot resolve the problem whilst you are on holiday and you wish to take the matter up with us on your return, you must write to us within 28 days of the scheduled completion of your holiday.

## 9. YOUR RESPONSIBILITY

**GENERAL** With your booking you accept responsibility for any damage to property or accommodation caused by you, or any member of your party and for any such claims (including legal costs), made against us, by or on behalf of the owner of any such property or accommodation. At all times you are responsible for any property rented to you and in your care, and any damage or breakages caused during your stay in the accommodation, and it is your responsibility to make proper restitution before departure from the resort or the relevant deductions will be made from your 'cleaning and breakage deposit'. At any stage, should a client's behaviour cause in our opinion, danger, distress, annoyance or damage, we reserve the right to cancel your holiday at our absolute discretion and without compensation. Any advice or help given by an employee of Barrelli Ski including skiing with the client shall be accepted at the client's own risk and Barrelli Ski will not accept responsibility for any accident or illness to the client.

**CHILDREN AND BABIES** The client must accept responsibility for the behaviour and welfare of any children in his/her party. Every effort is made to ensure safety in our chalets; however any client taking children on holiday does so at their own risk. We are able to recommend nannies, crèches and child care facilities, but ultimately it is up to the parent or guardian to use their own discretion and to decide for themselves whether or not to accept the services that we recommend.

**PERSONAL BELONGINGS** All personal items including baggage and skis are all at all times and circumstances at the owner's risk and Barrelli Ski are at no time responsible for any loss, damage or delay to such items.

**VISA REGULATIONS** It is the client's responsibility to ensure that he is in possession of a valid passport with the necessary visas to allow entry to all countries that he will pass through.

**ECOLE DE SKI FRANCAIS AND SKI GUIDES** All the ski schools and local mountain guides that we recommend have their own liability insurance but it is the client's responsibility to double check the insurance and make sure it is the right insurance for them.

## 10. BROCHURE AND CHALET DESCRIPTIONS

We inspect all our properties on a regular basis and the information and pictures in our brochure and on our chalet descriptions are given in good faith and are, as far as we know, correct at time of going to press. However, we cannot be held liable for changes which occur subsequently without our knowledge and therefore outside our reasonable control.

## 11 FINANCIAL PROTECTION

Your money is fully protected with Barrelli Ski in accordance with Article 7 of the 1992 EEC Directive on 'Package Travel, Package Holidays and Package Tour Regulations'. It is held in Trust by Lloyds Bank and is administered by our Trustees who are Dunkley's Chartered Accountants, Woodlands Grange, Woodlands Lane, Bradley Stoke, Bristol, BS32 4JY. The account is administered in accordance with the Directive and with English Trust Law.

## 12. FOR YOUR SATISFACTION

If you have any problems we will offer advice and assistance wherever possible. In all cases, whatever foreseeable or unforeseeable circumstances may arise, we will always endeavour to act fairly and in the best interests of all parties concerned.