

Terms & Conditions of Booking

1. Your Chalet Booking

- a) Your chalet reservation and/or holiday booking is made between Select Chalets & Hotels Limited and the signatory of your quotation who must be over 18 years of age ('you'). All correspondence to Select Chalets & Hotels is to be addressed to: Select Chalets & Hotels Limited, 30 Church Road, Burgess Hill, West Sussex, RH15 9AE, UK (registered Company No 3440073), who act as an Agent for BOWDEN KG in Austria, an Austrian registered Company No: ATU 62306757.
- b) The contract between you and Select Chalets & Hotels is in all circumstances to be governed by these booking conditions.

2. Changes by You

Amendments must be confirmed in writing, signed by you or any authorised member of your group. They will come into effect on the day they are received by Select Chalets & Hotels and acknowledged. You agree to indemnify Select Chalets & Hotels for any reasonable expenses incurred in making an amendment whether or not Select Chalets & Hotels succeeds in confirming your request.

3. Cancellations by You

- a) Any cancellation will only come into effect the day written notice is received and acknowledged by Select Chalets & Hotels and will be refunded as shown in the table below.

Days before departure Cancellation charge per person

| More than 90 days | Deposit only |
|-------------------|--------------|
|-------------------|--------------|

| | |
|------------|-----|
| 90-35 days | 65% |
|------------|-----|

| | |
|------------|-----|
| 34-22 days | 75% |
|------------|-----|

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|------------|------|
| 21-or less | 100% |
|------------|------|

- b) You may be able to reclaim these charges under the terms of your Insurance policy depending on the reason for your cancellation.

4. Travel Insurance

It is a condition of booking that all clients have full travel/winter sports insurance. Insurance premiums must be paid at the time of booking for cancellation cover to be effective.

5. Guest Responsibilities at the Chalet

- a) As part of this contract you hereby agree to guarantee payment for any chargeable services requested by any member of your group either before, during or after your holiday.
- b) It is your responsibility to ensure that each member of your group carries adequate winter sports insurance. For your safety and convenience please provide Select Chalets & Hotels with policy details before you travel.
- c) Please treat the chalet and all property with care and respect. Select Chalets & Hotels will be entitled to recover the cost of any damage caused by any member of your group before departure from the chalet. Please ensure that your insurance policy covers accidental damage to the chalet and its contents. Behaviour deemed unacceptable by Select Chalets & Hotels will result in the termination of your holiday and you shall have no right to a refund for your holiday or any expenses incurred as a result of the termination. All properties are strictly non smoking or vaping.
- d) It is your responsibility to provide written details of any allergies and special dietary requirements, of any member of your group, within 30 days in advance of arrival at the chalets.
- e) Select Chalets & Hotels learns of a client selling on a third party websites on a confirmed booking we reserve the right to cancel or apply interest charges as per section 10.

- f) Damage deposit is a compulsory component of your holiday to protect the owners and/or management companies of the Chalets against loss and/or damage pertaining to fixtures, fittings and possessions. This deposit is payable with your balance. Chalet inventories should be checked on arrival and any necessary deductions from deposits agreed with the local manager. An owner/management company will refund damage deposits within 3 weeks of return home subject to there being no outstanding claim.
- g) Children using the sauna must be fully supervised at all times by an accompanying adult and the Wellness Suite is only open between 16.00 - 18.30hrs.

6. Select Chalets Responsibilities

- a) Select Chalets accepts responsibility for ensuring that the accommodation & services which you book with Select Chalets & Hotels, is supplied as described in the booking information and our website, and provided in your travel pack prior to departure.
- b) Select Chalets & Hotels accepts responsibility for any loss, death, injury or illness caused by the negligent acts and/or omissions of Select Chalets & Hotels employees, agents, suppliers, subcontractors, servants and/or agents of the same whilst acting within the scope of their employment in the provision of your holiday, except where the failure to perform or the improper performance was due to:

Your own acts or omissions.

Acts or omissions of a third party not involved with the provision of your holiday.

Circumstances which were unforeseeable or unavoidable even when exercising all due care.

- c) Select Chalets & Hotels liability shall in all cases be limited in accordance with international conventions concerning transportation and accommodation.
- d) In the event of death, illness or personal injury whilst on holiday during any activity that does not form part of your holiday arrangements booked with Select Chalets & Hotels, the company will, in its sole discretion offer assistance in helping you resolve any claim you make against a third party.

7. Health, Passports and Visas

It is your responsibility to ensure that all travel and passport documents are in proper order before you travel. Select Chalets & Hotels accepts no liability for any loss or inconvenience caused as a result of your failure to take reasonable care in this respect.

8. Transport

- a) If you have booked your own flight arrangements for your holiday you must inform Select Chalets & Hotels of these details at least 4 weeks prior to arrival. Taxi transfers can be arranged at additional cost to and from the chalet.
- b) Quoted transfers are from Salzburg Airport only to Maria Alm unless otherwise stated. Supplements applicable for all other airports.
- c) If you are self-driving please let us know your estimated time of arrival at the chalet.
- d) Select Chalets & Hotels cannot accept responsibility for guests missing flights for any reason or mislaying or destroying travel documents, and no credit or refund will be given if you fail to take up a component of your holiday as a result.
- e) Select Chalets & Hotels is not responsible for any flight delays but wherever possible will endeavour to provide any previously booked resort transfers.

9. Any Problem

If you are ever unhappy with any aspect of your holiday, you must address your complaint immediately to the chalet manager. In the unlikely event that your problem cannot be resolved locally, you must inform Select Chalets & Hotels, in writing, of your complaint within 28 days of your return so that any rights to compensation can be examined.

10. Settlement of Accounts

- a) Your tour invoice must be settled no later than 60 days before departure. Failure to pay the full balance as per your contractual obligations then an interest charge of £75.00 per week will be applied / deducted from your damage deposit.
- b) In resort and upon your request, Select Chalets & Hotels will make purchases on your behalf both before and during your holiday. To enable us to do so, credit card details will be held as a guarantee. Please note that any such purchases must be settled in full prior to your departure from the chalet.
- c) We can accept payment by Visa, Mastercard, Delta and Maestro payments will be processed in £ Sterling only. The vast majority of services we supply in resort on to you at cost where possible.
- d) Prices shown in £ sterling or € Euros are correct at the time of booking (although still subject to errors & omissions) and are subject to surcharge only as a result of government action, such as the imposition of VAT or other taxes. The right is reserved to revise prices at any time and these will become effective immediately for all bookings taken after the website is updated. No price increases will apply once full payment has been received. Prices are normally based on weekly durations and are calculated from your arrival date.

11. Your Financial Protection

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. "We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable)." "If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme."

12. Skiing

It is the responsibility of you and your group to judge the suitability of each area in which you ski. If you or any member of your group ski in a location on the recommendation of or are accompanied by any representative of Select Chalets & Hotels, Select Chalets & Hotels will not be liable for any injuries howsoever caused.

13. Data Protection

In order to ensure that your travel arrangements run smoothly, we need to use the information you provide including: names, addresses, special needs, dietary requirements, information for ski hirers, etc. The information will be passed on to the relevant suppliers such as, hotels, excursion providers, insurers, airlines, transport companies and ski hirers. It may also be provided to public authorities, such as customs and immigration, agents, or as required by law. In making this booking you acknowledge that information will be passed on to the relevant persons. All personal information is processed in accordance with our Data Protection Policy thedataprotectionofficer@selectchalets-hotels.com and in accordance with UK Data Privacy regulation.

14. General

- a) These booking conditions and any matters arising from them are subject to and governed by English law. To the best of our knowledge all details were accurate at the time of going live in January 2014.
- b) If 'you' the customer/client fail to sign and return the booking form despite requests over email but continues to request administration and services from our sales executives in regards to your tour, then Select Chalets & Hotels will conclude that as you have not objected to any of the stated terms, then out of default the 'client' and Select Chalets & Hotels is legally binding. The point of confirmation is deemed when the first payment is made

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