

ESPRIT HOLIDAYS LTD  
BOOKING CONDITIONS - SKI 2009/10\*  
Special Edition

### 1. THE CONTRACT

When booking, you guarantee that you have authority to accept and do accept on behalf of your party, the terms of these booking conditions. A contract cannot be made for young persons unless one member of the party is at least eighteen years of age and is the lead name on the booking. Under the terms of this contract any monies you pay to us or one of our authorised travel agents are protected by our Air Travel Operator's Licence (ATOL number 2096) and ABTA (number V3614). Your contract is with Esprit Holidays Ltd (company registration number 1907815), with the registered office address at 185 Fleet Road, Fleet, Hampshire, GU51 3BL.

### 2. THE CONFIRMATION

When you have chosen your holiday, if we are able to meet your request, we will confirm this to you. The contract comprises these booking conditions and your confirmation invoice and is not made and does not exist until the date shown on our invoice.

Quotations given over the telephone are always subject to written confirmation. Telephone calls with our office may be recorded.

Verbal descriptions, assurances and agreements can seldom be confirmed or amicably clarified in subsequent disputes and for this reason we do not accept liability for them. If you wish to include any such items within the contract you should request them in writing and acceptance will be established only on dispatch of written confirmation by us, separate and additional to the confirmation invoice. Information contained in this brochure/our website also forms part of the booking contract (subject to paragraphs 3 and 13 of these conditions).

Once we have verbally confirmed your booking and received your deposit, we will issue a confirmation invoice. If you do not receive this invoice within 14 days, please contact us to make sure that your booking has been confirmed by us.

When you receive your invoice, please check all the details carefully to ensure they are correct, as this forms the basis of the contract between us. If there are any discrepancies, please bring these to our attention within 7 days of issue, otherwise we will assume the details shown are correct. Whilst we would not anticipate any pricing errors in the confirmation invoice, in the event of an obviously incorrect price we will not be bound by this and will issue a revised invoice showing the correct amount. In the unlikely event that we are unable to confirm your booking, the following options will be available to you:

- (a) to accept an alternative holiday offered by us, or
- (b) to purchase another holiday at the current brochure/website selling price from us, or
- (c) to accept a full refund of all monies paid

You must tell us the option you wish to accept within 7 days of the offer being made; otherwise we will assume you have chosen to accept the alternative holiday offered. Whichever option you choose, a confirmation invoice will be sent as soon as possible and, if you do not wish to proceed, we will refund all monies paid within 7 days.

### 3. HOLIDAY PRICE, CONDITIONS AND PAYMENT

The prices and conditions apply to this First Edition brochure/website which is valid from 25th June 2009 and will be superseded by any subsequent brochure/website edition. Prices are based on minimum two guests per room (unless otherwise stated) and are correct at the time of going to press but may vary and our current selling prices will be advised at the point of enquiry on telephone bookings and confirmed on our confirmation invoice. The prices quoted in this brochure are based on the rates of exchange and other costs prevailing on exchange rates as shown in the Financial Times Guide to World Currencies on 20 February 2009: €1.14 / CHF1.69/ US\$1.45. All price promises in this Special Edition brochure/website relate to brochure-priced holidays only and not to any non-brochured/late availability discounted holidays. The 'Save up to...' value on the cover compares the price for a family of four in two twin/triple rooms at Christmas in the Ducs de Savoie (inc. ski-hire) from this brochure with the equivalent price in the 2008/09 1st edition.

a) Surcharges

We reserve the right to increase or decrease our prices at any time, for example due to government action, or if fuel costs increase or other price rises occur of which we were unaware at the time of printing this brochure. However, once you have completed a booking and a confirmation invoice has been issued then, unless you amend your booking, we guarantee that no surcharges will apply other than for costs exceeding 2% but not exceeding 10% of the invoiced holiday price (excluding insurance premiums and amendment fees), directly arising from government action in the UK or abroad e.g. increases in taxes or security charges.

b) What the price includes

The confirmation invoice will show the price of your holiday and will include all currency surcharges, local taxes, VAT, UK and overseas service charges, all known current airport taxes including the Government Air Travel Duty of £10 per passenger on flights to European countries subject to paragraph 3(a) above).

c) What the price does not include

Any applicable Late Booking Administration Fees – see para. 11(a)

If you lose your e-tickets whilst on holiday, this may result in your having to purchase new e-tickets at full cost.

Due to circumstances beyond our control, airlines may cease to operate on certain routes, which may have an effect on the brochure price, and we reserve the right to pass on any extra cost that may become due. Increased security measures may cause airlines to introduce an additional security tax and this will be added to your holiday if and where applicable.

A 2% handling fee applies if your holiday payment or any other payment in the UK or in resort is made by credit card. A small charge may also be made for debit card payments in resort and for late or discounted bookings.

Amendment fees - see paragraph 5(a) 'If you change your booking'.

d) Under-occupancy

We ask you to contribute towards our loss if you reserve rooms for your exclusive use, but do not fill all the beds. Unless otherwise indicated, the supplement per empty bed payable is one third of the basic adult air-inclusive price shown in the price panel per empty bed space. If a group wishes to have exclusive use of a chalet, we reserve the right to limit the number of beds left

unoccupied. Please check with our reservations staff if you wish to pay empty bed supplements for more than 20% of the beds in a chalet. During peak periods this percentage will also generally be reduced.

e) Deposit

When you confirm your booking you must pay a deposit of £115 per person plus insurance premiums by credit or debit card. If it has been necessary for us to secure scheduled flights or specific facilities such as business class supplements which require full payment at the time of booking, and are non-refundable in the event of cancellation, you will also be required to pay such costs at the time of booking.

f) Insurance - IMPORTANT

Travel insurance is essential on any holiday and it is a condition of booking that you have travel insurance offering at least the same or better cover as our own policy (see page 30), which must be effected in either case at the time of booking, as it cannot be added subsequently. No liability will be accepted for anyone travelling without adequate travel insurance. Our insurance does not cover non-UK residents. 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 check the limits of cover of your chosen policy. Esprit Holidays Ltd cannot accept responsibility should any losses exceed the amount for which you can claim.

IMPORTANT NOTES ON ESPRIT INSURANCE

Policy Document: This is available on our website, or by post on request. You must read the document carefully as it gives full details of what is and what is not covered and full terms and conditions including declaration of material facts.

Cooling-Off Period: If, after reading your Esprit insurance policy, you are not satisfied for any reason, you can write to us within 14 days of contract in order to receive a full refund of the premiums paid (less £10 per booking administration fee), provided that a claim does not exist and travel has not taken place.

Guests not taking our insurance must accept full costs and liabilities normally covered by our policy, which includes cancellation, curtailment and expenses resulting from a delayed journey to/from resort, mountain rescue and repatriation. An alternative policy must not expire until after the return date to UK.

g) Adding Extras

Extras e.g. child care and ski-packs (if any) featured in the brochure should be requested at time of booking. No guarantee is given that any extras can be added later.

h) Paying the balance

The balance of your holiday cost will be shown on the final invoice and must reach our offices at least 10 weeks before your scheduled departure. If your booking is made within this period, the full amount will be payable straight away. Late payment will incur a charge of £15 per day per booking reference. If you have not paid the balance by the date it is due and fail to respond to requests for payment, we reserve the right to cancel your booking. You will be liable to pay cancellation charges as set out in paragraph 5(c).

i) Discounted Holidays

We reserve the right to sell holidays at a discount and you may therefore share accommodation with guests who have paid a lower price. Late bookers paying discounted prices are likely to occupy the least attractive rooms and have little or no choice of resort, accommodation and child care. If you are booking a "late deal", we reserve the right to make an additional charge for coach transfers and other items included in brochure-priced holidays. If this applies, you will be notified at the time of booking. Discounted holidays are sometimes available for unnamed accommodation. Before booking such a holiday you should ensure that you would be happy to stay in any of the properties featured in our brochure or on our website.

In the event of a complaint regarding any aspect of a 'discounted holiday' (i.e. one sold with a non-brochured discount), we reserve the right to take account of this discount when assessing any compensation or goodwill payment in response to such complaints. E.g. if there are issues which would ordinarily merit recompense for someone who had paid the full value brochure price, the amount of non-brochured discount you received when making the booking will first be deducted from any such payment. If the discount already received is the same or bigger than the compensation value calculated against the full-price holiday, then no compensatory payment will be payable on top of the discount benefit already received.

j) Carriage of skis/snowboards

Ski boots and snowboard boots are carried as part of your normal luggage allowance. To ensure carriage of skis and snowboards, please advise us at the time of booking of your ski/snowboard carriage requirements and the number of pairs of skis and snowboards you wish to carry. Pre-booked skis/snowboard carriage is £31 return per snowboard or pair of skis. Carriage of skis/snowboards presented for check-in at the airport without being shown as pre-booked on your confirmation invoice cannot be guaranteed and, if carried, will carry a charge of £39 return per snowboard/pair of skis, payable at the airport in cash prior to check-in. Some aircraft have limited capacity for skis/snowboards, and space is allocated on a 'first come, first served' basis. These flights do not operate a 'pay at the airport' alternative. No liability is accepted by Esprit Holidays Ltd if you do not pre-book carriage and the airline is unable to carry your equipment.

k) Prices and discounts featured in this brochure and on our website supersede any previously published prices and discounts.

l) Child/Infant Prices

The FREE child places apply always to the youngest child in that room, and are restricted to one per two full-paying adult guests. Child reductions shown do not apply to room/airport supplements, insurance, child care, ski-packs etc. which are payable in full. All the prices and reductions shown are valid at the time of printing but are subject to change at any time. The correct current price and child reductions if applicable will be advised at the time of booking and confirmed on your confirmation invoice.

m) In-resort purchases

Payment in resort for ski-pack items, optional activities, child care, bar-bills etc must be made at the point of booking in local currency cash, or by debit card (small local charge) or by credit card (2% charge). Card payments will be taken in sterling converted from the local currency price at the applicable

exchange rate at that time. We reserve the right to involve local police if due payments are withheld for any reason.

#### 4. ALTERATIONS OR CANCELLATION OF THE BOOKING BY US

##### a) Alterations before your holiday

Because travel arrangements and programmes are planned many months in advance, it is sometimes necessary to make changes or cancel the arrangements altogether. Therefore, we must reserve the right to make changes after we have entered into this contract. Although your confirmation and subsequent invoices will show the latest route timings, these will not be confirmed until your e-tickets are sent and occasionally may change after this, due to circumstances outside our control. Usually only minor changes are made to arrangements, which we are not obliged to advise and for which no compensation or refund is due. However, should a major change be made (as defined below) we will advise you as soon as we are in a position to do so and you have a number of options available to you, subject to "Compensation payment exceptions" below:

Minor Changes - these include change of airline, flight time by less than 12 hours, routings, aircraft type or overseas arrival airports, changes to Esprit Child Care (eg. Ski/board class not available due to lack of numbers) and any other change not specified under Major Changes below.

Major Changes - these include changes of UK airport (excluding a change of London airport or a change between Gatwick and Southampton airports); resort; time of departure from the UK delayed by more than 12 hours; accommodation of a lower official classification; cancellation of holiday. If we alter your booking in any way which amounts to a major change as defined above or if we cancel the original booking within 70 days of the scheduled departure, you will have the option to:

- i) accept the new holiday arrangements offered by us, or
- ii) purchase another holiday from us (if available), at the current selling price, or
- iii) cancel your holiday with us altogether and receive a full refund of all monies paid and received by Esprit Holidays Ltd.

You must advise us which option you wish to accept within 7 days of notification. If you do not contact us within 7 days, we will assume you have chosen to accept the alternative holiday arrangements offered. Whichever option you choose, you will be entitled to compensation as outlined in the table below, subject to "Compensation payment exceptions" in paragraph 4(b). If you contact us but seek to refuse all three contracted options above, we reserve the right to cancel your holiday at that time and refund all monies paid and received by Esprit Holidays Ltd.

Period before scheduled departure within which a Major Change or booking is notified to you or your travel agent	Compensation per paying person
More than 70 days	Nil
43 - 70 days	£15
29 - 42 days	£25
15 - 28 days	£30
0 - 14 days	£40

##### b) Compensation payment exceptions

Compensation payments or refunds will not be made where cancellation or change is due to unusual or unforeseen circumstances beyond our control known as "force majeure", such as but not limited to: war or threat of war,

riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disasters, epidemics, health risks, fire, technical problems with transport, closure or congestion of airports, stations or ports, cancellations or changes of schedules by carriers due to adverse weather conditions; or where we cancel the holiday as provided for in paragraphs 3(h) above and 4(d) below.

Compensation will not be paid to adults or children travelling on a free place and will be paid on a pro-rata basis of the adult rate where children have received a reduced rate. These compensation payments do not apply to discounted holidays.

c) If we change your holiday arrangements during the holiday

In the unlikely event your accommodation is not available on your arrival due to a situation outside our control, of which we may not have been notified in time to advise you before your departure, we will endeavour to provide accommodation of equivalent standard in the same area. If we are unable to do so we will refund the difference in price together with a compensation payment of £40 per person, subject to "Compensation payment exceptions" above. If during your holiday it is necessary for us to make any changes to your return transport arrangements, we will make the best suitable arrangements and advise you as soon as we are in a position to do so. If this involves a change of UK arrival point we will make onward arrangements to transport you by coach or otherwise at our election to your original place of departure and pay compensation of up to £40 per person subject to "Compensation payment exceptions" above.

d) Your conduct

We reserve the right to refuse to accept a booking or to cancel, without further liability by us, an existing holiday booking of any prospective guest (and connected party members who are unable or unwilling to retain their bookings when applying any consequential price adjustments), if in our reasonably held opinion:

i) you behave either during the process of booking or subsequently or on holiday, in an excessively aggressive, antagonistic or threatening manner towards any member of our staff or the company, or

ii) there has been unacceptable conduct of any kind related to any previous booking with the company, or

iii) there is outstanding liability to Esprit Holidays Ltd, regardless of whether or not the company is on notice of any set-off or counterclaim.

The right of cancellation in (ii) and (iii) above shall be exercised with reasonable advance notice where practicable.

## 5. ALTERATIONS OR CANCELLATION OF THE BOOKING BY YOU

a) If you change your booking

If you wish to make any changes to your holiday booking, including name changes, once we have issued a confirmation invoice but outside the cancellation period outlined below, we will do our best to help. However, we may not always be able to meet your request and have no obligation to do so. Where it is possible to meet your request, the total holiday cost will be recalculated in accordance with any new arrangements, taking into account under-occupancy supplements, flight supplements, any applicable cancellation fees or other extra charges payable and a new confirmation invoice will be issued. We will charge you an amendment fee of up to £25 per person. If you wish to add any extras or additional passengers onto the

booking and we are able to confirm this, no amendment fee will be charged provided the amendment is made more than 21 days before the date of departure. As many of our flights with scheduled airlines are based on special fares and have restrictions on changing names, initials etc., even before e-tickets are issued, we will be forced to pass on any airline costs should you wish to make any changes to the spelling or name on the e-ticket. There will be a charge of up to £60 for changing names on charter flights once e-tickets have been issued.

b) Transferring your booking

If you are prevented from travelling, you may transfer your booking to another person or group as long as you give us 21 days' notice and the arrangements remain exactly the same as the original booking. You must also agree to pay any charges we may incur or reasonably levy to make this change. For the purpose of this contract we define "prevented" to be death, accidental injury, illness, witness summons, redundancy of yourself or travelling companion or the death, accident or serious illness of a close relative. If you wish to transfer your booking to another Esprit Holidays Ltd programme, thereby changing the arrangements completely, this will be treated as a cancellation with loss of deposit and, if applicable, cancellation charges as set out below and it will be necessary to re-book another holiday.

c) Cancelling any part of your booking

If you wish to cancel the holiday of one or more members of your party, the party leader, or your travel agent, must advise us immediately by writing to us (sending the letter by recorded delivery, with the postal receipt kept as proof), at Esprit Holidays Ltd, 185 Fleet Road, Fleet, Hampshire GU51 3BL. Verbal cancellations will not be accepted. 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 departure, you will be liable to pay the cancellation charges set out in the table below. The term "total holiday cost" in the table means the total holiday cost for all persons cancelling and shown on our invoice and includes extras such as child care and ski-packs etc.

	Period before scheduled departure date when your cancellation notification is received	Cancellation charge expressed as a % of total holiday cost	
	70 days or more	Deposit and insurance	28 - 69
days	55%		
	15 - 27 days	70%	
	0 - 14 days	100%	
	Departure date/no show	100%	

In addition to the above charges, if one member of your party wishes to cancel, this may mean that the accommodation booked will be under-occupied and result in the other members having to pay any additional applicable supplements or child discount changes to retain the booking. If you choose to cancel your holiday on the day of departure due to circumstances beyond our control, e.g. as a result of an extended flight delay, no compensation or refunds will be payable by ourselves and any such claims should be forwarded to your insurers. This clause does not affect your statutory rights. Insufficient snow in resort is not considered a reason to cancel.

d) If you change the arrangements whilst on holiday

If you wish to make any changes whilst on holiday to the arrangements we have been contracted to provide; for example, upgrading your accommodation, changing resort, extending or reducing your holiday duration, all such requests will be subject to availability and any extra costs, including cancellation charges, must be met by you and paid locally. As this alters the basis of your booking contract, it is essential such changes are arranged through us in writing, either with our local representative/agent, area office or, if this is not possible, our office in the UK.

## 6. SECURITY AND STANDARDS

As an established specialist tour operator of some 27 years we can assure you of our high standards.

ATOL - When you buy an ATOL-protected air holiday package from Esprit Holidays Ltd, you will receive a confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence 2096.

In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our air holiday packages includes the amount of £1 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

ABTA - Esprit Holidays Ltd is a member of ABTA with membership number V3614. ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA Ltd, 30 Park Street, London, SE1 9EQ. Tel: 020 3117 0500 or [www.abta.com](http://www.abta.com).

Our ABTA Bond provides financial protection, in the event of our insolvency, for the money you have paid and that has been received by us for your non-flight-inclusive holiday and for your repatriation.

## 7. OUR LIABILITY TO YOU

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your holiday arrangements. The implied terms of contract with regard to reasonable skill and due care, shall be deemed to have been complied with when provision has conformed with local regulations or, in their absence, then with local custom. In making your booking, you accept that our liability is limited to assessment of the circumstances of your own particular booking reference. We shall not have any liability to you for loss of holiday enjoyment or otherwise from circumstances pertaining to any other booking reference, unless the bookings were made at the same time and are identified as linked bookings on your confirmation invoice. We shall not be liable where any failure is due to you or a third party unconnected with the provision of the holiday arrangements nor where the failure is unforeseeable or unavoidable nor where unusual circumstances arise beyond our control, the consequences of which could not have been avoided even with the exercise of all due care. Our liability to you (excluding that for

personal injury, illness or death) will be limited to twice our invoiced cost of your holiday. Our liability will also be limited as provided in the contractual terms of the companies that provide the transport. These terms are incorporated into this contract. We shall have the benefit of all limitations on compensation contained in any relevant international convention, such as the Montreal Convention for travel by air, the Athens Convention for travel by sea, the Berne Convention for travel by rail and the Paris Convention in respect of the provision of accommodation. Conventions limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. Copies of all such terms are available on request from us.

Under EU law you have the right in some cases to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delays to flights (except where due to weather conditions or other 'force majeure' circumstances). Details are publicised at EU airports and are available from airlines on your request. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us and the provisions of clause 5 above apply. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules, you should complain to the Air Transport Users' Council on 0207 240 6061, [www.auc.org.uk](http://www.auc.org.uk). Our limitations of liability generally in these booking conditions and particularly with regard to the consequences of air schedule changes, delays and diversions, are significant factors in the pricing of our packages and take account of the availability of travel insurance that will make awards which can be used to offset and in some cases cover losses, costs and expenses in some circumstances not covered by us.

#### a) Personal injury and illness

We can only accept responsibility for death, bodily injury or illness caused on holiday if it is proved that this is due to the negligence of our employees or suppliers acting in the course of their duties in the supply of the inclusive elements of the holiday and this is brought to our attention both in resort and in writing within three months from your return from holiday. We shall not be liable where any injury, illness or death was caused by circumstances which could not have been predicted by or avoided by the person responsible even with the exercise of all due care.

If any member of your party suffers injury, illness or death whilst on holiday which is not connected with arrangements made and paid for through us, we will, in our discretion, offer advice, guidance and assistance, provided you report the problem to us and the supplier whilst you are in resort and write to us within three months of your return from holiday. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to your providing proof that your insurance company has received a claim from you under the legal expenses or equivalent section of a valid insurance policy and your undertaking to reimburse our costs out of monies received, if any, under such insurance policy or under a successful claim for costs against a third party. In financial terms assistance will be limited to £5,000 per booking reference, with any payments being made at our discretion. Assistance may be with information on foreign lawyers, legal

processes and time limits, translation and/or communications with local and regulatory authorities.

#### b) Refunds

If you have booked any special activities, excursions or packages and these are entirely unavailable due to circumstances beyond our control, no refunds will be made, and any claim should be made under your own travel insurance policy. Please note refunds will not be made for any unused portion of travel or accommodation arrangements. Refunds under our child care guarantee are limited to an absolute maximum of the amount paid pro rata for the relevant Esprit ski lesson, Snow Club or Nursery session.

Some properties include un-advertised facilities such as a TV or kitchenette in the room, which may be disconnected or otherwise out of service. No refund or compensation is payable for the non-availability or non-operation of any such un-advertised facilities.

#### c) Anti-social behaviour/bullying

We accept no responsibility or liability for making alternative arrangements for accommodation or repatriation nor for covering any costs you may incur should an accommodation owner or manager, senior Esprit employee or supplier's representative consider it necessary to terminate your holiday arrangements as a direct result of your anti-social behaviour or verbal or physical abuse or bullying of our staff, our suppliers or other guests, or if such behaviour is deemed likely to cause a disturbance to other guests. This also applies if, in the opinion of the carrier, you appear unfit to travel or you appear likely to cause disturbance or danger to any other passengers. Action will be taken in any such event, which may include terminating an abusive telephone call in the UK or, if the behaviour occurs overseas, calling the police and/or terminating the holiday. No compensation will be payable for the cancellation or early termination of a holiday due to such behaviour, or for cancellation or early termination of the holiday arrangements of connected party members who cannot continue their arrangements without the person affected. We accept no responsibility for any inconvenience or upset caused to you by the actions or behaviour of other guests.

#### d) In-Resort

Please note we do not operate any of these advertised après-ski or other activities ourselves and whether booked in UK or locally via our Resort Representative, arrangements are made by us acting as your agent and not as principal. We endeavour to ensure that all activities contracted through us are undertaken with reasonable skill and care in accordance with local laws, regulations and customs. However, it is not feasible to make the activities completely risk-free and it is a condition of your booking that you accept that you are taking risks and that it is your responsibility to be insured to the levels reasonably required for your circumstances and the activity concerned. We shall be liable for what our agents and suppliers do or omit to do if they were at the time undertaking only such work as they were contracted by us to do and it is proved that they failed to exercise reasonable skill and care in accordance with local laws, regulations and customs. Some activities rely on satisfactory levels of snow and/or ice and should the levels be inappropriate, suppliers will do their best to offer alternative activities. Parents are reminded that children must remain under their control at all times. Age limits or qualifications apply to several activities, e.g. a full driving licence is often

required and must be produced on request before driving snowmobiles, and passport evidence may be required. Our reservations team have full details and you should enquire before booking if any limitations to activities are of paramount importance to you. Strict drink-driving laws apply to snowmobile driving, as with any vehicle. No guarantee is given as to the specific length or time duration of each activity.

Minimum numbers and/or suitable weather conditions are required for certain activities to take place. If the required numbers are not reached, or the weather prevents the activity taking place at all during your holiday, or the activity is withdrawn by the supplier for any reason, Esprit Holidays Ltd's liability shall be restricted to providing a full refund of monies paid for the activity concerned. No refunds or compensation will be paid if you simply change your mind about taking part in an activity after booking it, or miss the transport provided, or fail to arrive at the designated meeting point on time, or, in your or the supplier's judgement, cannot physically cope with the activity. (If the latter is due to a physical injury, you should claim under your travel insurance policy.)

Any arrangements made by you independently of our company are entirely at your own risk and you should make sure you are appropriately insured.

#### e) Ski Host Service

Our free Ski Host Service is planned to be available three days per week. However, this is subject to the availability of appropriate staff, safe and suitable weather and piste conditions, and local regulations continuing to allow the provision of this service by Esprit staff. Places are strictly limited, and cannot be pre-booked, but are available on a first come, first served basis on the day, and are subject to the guest's skiing ability being appropriate for the route planned that day; the Ski Host's decision on this matter is final. No compensation or refund shall apply in the event of our inability to provide this service on any day or days for whatever reason.

### 8. YOUR LIABILITY TO US

In booking with Esprit, you acknowledge and accept that booking a Chalet or Chalet Hotel style of holiday is not the same as booking 'a hotel' (see also para. 15). Specifically, you accept that the staff are largely young, seasonal workers from all walks of life, and not hospitality professionals, and you undertake to travel with realistic expectations and a degree of tolerance for minor issues which might occasionally fall short of perfection.

The accommodation we have booked on your behalf is available for use only by those persons included on the booking, unless otherwise agreed by us in writing prior to departure from the UK. Whilst on holiday you are responsible for any damage caused to your accommodation or other facilities or equipment you use except by persons not known to you or us and unconnected with the contract between us, and you are responsible for meeting any charges levied by either the owner, supplier or Esprit Holidays Ltd to rectify such situations. If payment is not made in resort, you will be required to give a signed undertaking to reimburse Esprit Holidays Ltd within 21 days of your return to the UK. You may be denied boarding of the homebound aircraft in the event of an unreasonable refusal either to pay in resort or give such an undertaking.

### 9. COMPLAINT RESOLUTION

Any problems must be brought to the attention of our representative/agent and the relevant supplier whilst you are on holiday. They will make every effort to achieve a satisfactory solution. If issues remain unresolved you should write, within 21 days of your return, to our Guest Relations Manager either by email to [gr@esprit-holidays.co.uk](mailto:gr@esprit-holidays.co.uk) or by post to our UK address, quoting your booking reference number. If you do not tell us within this timescale, this may affect our ability to investigate and take corrective action and may impact on the way your complaint is dealt with. Upon receipt of your letter we will acknowledge it within 14 days, investigate the points raised as appropriate and reply within 28 days or, if this is not possible, send you an interim letter advising of our progress. Please note that we are unable to respond to phone calls before a written complaint has been received and that the Managing Director or other Directors will not investigate any complaint that has not first been addressed to the Guest Relations Manager. If we are still unable to reach an amicable solution on your return, any dispute arising out of or in connection with this contract may be referred to arbitration, if you wish, under a special scheme arranged through ABTA and administered independently by the Chartered Institute of Arbitrators (CIA) offering low cost arbitration on a documents-only basis. There are some restrictions on the type of claim suitable for this scheme and it is not usually available for claims over £5000 per person or £25000 per booking reference nor for personal injury or illness claims. Applications including statement of claim must be received by the CIA within 9 months of the date of return or of the event leading to dispute, if later. Details on request or on [www.abta.com](http://www.abta.com). Please also see section 7 Our Liability to You.

For injury and illness claims, you may like to use the ABTA/Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme aimed at helping resolve disputes quickly and cost effectively. It requires us to agree for mediation to go ahead. Details on request or from [www.abta.com](http://www.abta.com).

#### 10. SPECIAL REQUESTS

We will pass on any special requests and try to meet them but cannot guarantee to do so. Your special request will be shown on your confirmation invoice to signify your request has been made but this is not an indication that it can be fulfilled. Special requests do not form part of our contractual agreement and we will have no liability if they are not met. Any special requests you have such as vegetarian or other special dietary meals, special facilities, specific room allocations or any other requirements you consider important, should be made known to us at the time of booking and advised to us in writing promptly. If you require the fulfilment of your request to be a condition of your contract with us, this can only be done if you advise us in writing and our suppliers agree they can meet your request and we confirm this to you in writing, separately to the confirmation invoice.

#### 11. ADMINISTRATION CHARGES

##### a) Administration Charges

We reserve the right to make an administration charge in certain circumstances, for example extra administration relating to late bookings within 21 days of departure. The charge is usually up to £23 per person but may be more if required to cover exceptional costs of any kind, however travel documents may be collected in person from our UK office, Monday to Friday 9am to 5:30pm to avoid this charge. This charge does not relate to making

amendments to your booking, see paragraph 5(a) 'If you change your booking'.

#### b) Lost Property

A report of any lost item must be made immediately to the Esprit Holidays Ltd representative, if the loss is noticed whilst overseas, or to the UK office within two days of your return from holiday. If found, the return of your property will carry an administration fee, normally £25, but up to £50 for high value items (e.g. Ipods, mobile phones etc), plus the cost of postage. No item will be returned unless this fee is paid in advance. We cannot guarantee the return of any item of lost property and our staff's involvement in tracing it shall not constitute acceptance of any liability for the item at any stage of the process.

## 12. JURISDICTION

This contract is governed by the laws of England and Wales and exclusive jurisdiction is conferred on the English and Welsh Courts. No Esprit Holidays Ltd employee or representative has the authority orally to vary these terms and conditions or the information within this brochure or on our website, or any of our company literature or enter into verbal agreements with our guests.

## 13. ACCURACY OF BROCHURE/WEBSITE/CHALET INFORMATION

To the best of our knowledge the information contained in this brochure and the website is correct at the time of publication. However, we reserve the right to make changes after publication and will advise you of any changes which we consider significant at the time you book your holiday or when they are finalised. Facilities such as a lift, log fire, pool, sauna, steam-room, hot-tub, TV/DVD player, Wi-Fi, or other leisure facilities contracted through us may become unserviceable during the season. If these are important to your holiday enjoyment, please make this known to us at the time of booking and confirm to us in writing. If we are informed that there have been any changes to such facilities, we shall do our best to advise you but we shall not be obliged in such circumstances either to provide the facility or to compensate for its absence. If such a facility is considered 'essential' to your holiday, then it must be made a condition of the contract, by taking the steps outlined in paragraph 10. No refund of holiday costs or compensation will otherwise be paid for the non-availability of any such facilities.

The pictures shown in the brochure and on the website are included for their style and general relevance and unless stated are not necessarily taken at the resort described. Photographs of rooms are intended to give an indication of the general appearance, but rooms within chalets and Chalet Hotels will inevitably vary, particularly where there has been partial refurbishment.

Where accommodation is described as offering "doorstep skiing" this is obviously subject to individual skiers' ability and snow conditions in resort.

Where distance is quoted in time taken to walk, we have used as a guideline that 100m takes an adult one minute to walk in standard footwear under snow and ice-clear conditions. Clearly, timings will vary according to footwear, age, personal fitness and surface conditions.

Where free minibus/ski-bus services are advertised, these may be subject to capacity restrictions, and/or be on a 'first come, first served' basis.

Early and late season holidays particularly, and occasionally other dates, may sometimes be affected by the closure of certain resort facilities such as some ski-lifts and/or ski areas, swimming pools, saunas, ice-rinks, bus services,

après ski activities etc., due to maintenance/refurbishment, poor weather conditions or lack of tourists. As such facilities are not owned by Esprit we have no control over their operation and in many cases are not given notice of their closure. We cannot accept any responsibility should such facilities be withdrawn, curtailed or moved (for example in the case of the location of children's ski areas) at any time. The 'extra' Spring Skiing week in Belle Plagne, commencing 18 April 2010, may also be sold to guests of our sister company, Ski Total.

Esprit Holidays Ltd cannot accept responsibility for any losses incurred as a result of industrial action in resort e.g. strike action by lift operators, bus drivers etc. Advertisements and descriptions of resort facilities in Chalet Hotel and chalet briefing folders are not intended to be recommendations.

#### 14. TRAVEL ARRANGEMENTS

All flight arrangements are made under our own Air Travel Organiser's Licence number 2096. When you travel by air, land or on water, the relevant carrier's Conditions of Carriage will apply to your journey, some of which may limit liability, as set out under 'Our Liability to you'. All land and air travel arrangements, airlines, aircraft types, timings, routings and arrival airports are provisional until confirmed with our e-tickets and may change after this due to circumstances beyond our control. Operational decisions may be taken by carriers and/or airports and other such authorities, resulting in delays, diversions or re-scheduling. As this is not within our control, we cannot accept liability for such situations. In a force majeure situation, such as severe weather conditions or industrial disputes, we reserve the right to substitute airlines/aircraft and make any necessary alteration to your travel arrangements, including the method of carriage, (e.g. a coach transfer may be necessary from one UK airport to another), to enable us to fulfil our obligation to transport you to and from the resort or your UK departure airport.

##### a) Flights

Pregnant women are usually eligible to fly up to the 28th week of pregnancy on the date of return travel, but as this may vary, please check beforehand with both your doctor and the relevant airline. Children under two years of age on the return date of travel must sit on a parent's lap and are not entitled to a luggage allowance or catering. Civil Aviation Authority regulations dictate that a child of 2 years or older on date of return travel must have its own air seat, and will otherwise be denied boarding by the airline. Such a child must be booked and priced accordingly.

Seating families together on the aircraft is FREE, but cannot be guaranteed in all cases, particularly if you arrive later for check-in, although check-in staff and cabin crew will do their best. Clearly, when a flight is full for example, it may be physically impossible to seat every single family as they would wish. Our flights are operated on a 'Buy-on-Board' basis for snacks and drinks, but we cannot guarantee that this service will always be available.

##### b) Flight Changes, Delays and Diversions

If our charter flight is delayed over six hours, Esprit Holidays Ltd in conjunction with the airline will endeavour to provide light refreshments or a meal, though this will be dependent on availability of suitable facilities at the airport. If there is an extended delay, if necessary and where possible, we will arrange overnight accommodation (generally at the point of flight departure), again dependent on availability of local facilities, the cost of which, if not

covered by the airline, must be claimed on your own travel insurance - see insurance details on page 30. If you are using connecting or internal flights to join our flight and experience a delay, we ask that you telephone us to inform us of your amended travel arrangements. Relevant contact details can be found on our website in the Pre-departure Information. Esprit Holidays Ltd and the airline do not offer compensation for inconvenience or loss of holiday time caused by flight delays or diversions, regardless of how caused. Similarly, it is not possible to obtain refunds for any unused accommodation, facilities, activities, connecting flights nor for losses, costs and expenses of other travel/accommodation arrangements outside the package, resulting from flight changes, delays or diversions which should be claimed on your own travel insurance where applicable. Please note that if you are unable to reach or leave your resort due to force majeure circumstances such as road closures, weather or traffic conditions etc, Esprit Holidays will provide reasonable assistance with alternative arrangements, but any costs incurred must be borne by you and claimed on your travel insurance as appropriate.

#### c) Baggage and Baggage Allowance

The baggage allowance for our flights as advised with your flight e-tickets (normally 15-20kgs per person, excluding infants) must not be exceeded in any circumstances, or check-in staff may levy excess baggage charges or be unable to place your luggage on the flight. All your belongings remain your responsibility at all times and Esprit Holidays Ltd will not be held responsible for any items being mislaid, loaded onto wrong coaches, left behind etc. It is normally your responsibility to manage your baggage at all times including its transfer to and from chalets and Chalet Hotel rooms. Esprit Holidays Ltd accepts no responsibility for luggage lost by the airline or airport baggage handlers, and if this occurs, you should contact the airline or airport directly and use your travel insurance for any resulting claim.

#### d) Transfers

Please see the price panel on each resort page for transfer times. These are approximate and do not include refreshment / toilet stops. The times may be affected by weather, road and traffic conditions. In particular, congestion during continental school holidays can cause delays, as may road closures due to roadworks, avalanche risks etc. Although many coaches are equipped with wcs, they are not always available for use, for a variety of reasons. European coaches do not normally have fitted seatbelts. Infants under the age of two years on the return date of travel must sit on a parent's lap. It is not always possible to show children's videos on coach transfers. Some Chalet Hotels and chalets are not situated close to coach-accessible roads and walks from 50 to 400 metres, sometimes with gradients, are necessary on arrival and departure. Please see the property description and if this is important to you call our reservations team. On occasions there may be waiting times for other flights to join your transfer to resort, and transfers may sometimes involve a change of vehicle en route. In the event of a flight diversion to an outbound flight for whatever reason, Esprit Holidays Ltd will endeavour to arrange coaches and staff to be at the alternative airport to meet you, but this cannot be guaranteed, and no liability will be accepted if a diversion causes a delay at the arrival airport and/or a longer than advertised transfer to resort.

#### e) Independent Travel

Please note that you should plan to arrive at your accommodation after 2pm on Sunday (Saturdays for Kaprun) and leave by 10am on your departure day. Very few properties have parking spaces for self-drive guests and others have extremely limited spaces or no space at all. Public parking in resort is always subject to availability and may incur a charge which you pay locally. If arranging your own flights, it will not be possible to join Esprit's coach transfers, and you should be aware that it can be extremely expensive to arrange transfers by taxi from your arrival airport to the resort.

## ACCOMMODATION INFORMATION

### 15. chalets and chalet HOTELS

In general, the price you pay reflects the standard of the property you choose, but prices can also be influenced by location in resort, staffing ratios, transfer costs and, in particular, regional differences in rentals. Most chalets were not originally built for commercial purposes and are not allocated a category or grading by national tourist authorities.

Please note that 'Chalet Hotels' are not the same as 'Hotels' in the normal sense of the word, and should be viewed rather as larger scale chalets; whatever the property standard and diamond rating, they are all staffed by young Esprit staff, and you should not expect the same standards of service or professionalism that you might expect of independently run professional hotels.

Accommodation will meet the required regulations of the country in which the chalet is situated and may differ from UK regulations. Within chalets and Chalet Hotels, rooms and facilities can vary greatly. We have yet to see the perfect chalet and a degree of tolerance is needed when it comes to alpine standards of plumbing, electrics, hot water supplies, space and ratios of comfy chairs to guests. When two figures are given for the capacity of a chalet, the lower one is the normal occupancy figure, based on regular beds including sofa-beds in some cases. The higher figure allows for increased occupancy, using put-u-up beds. Neither figure includes infants occupying cots. Put-u-ups may cause inconvenience because of limited space. Because of the ability to add additional beds, the brochure/website figures are not guaranteed as absolute, and are subject to change. Please therefore confirm the capacity when you make your telephone reservation. Our reservations staff describe cot or put-u-up space as 'squashed' or 'very squashed' where appropriate; please ask for advice if bedroom space is important to you. Larger properties may occasionally have guests travelling under the 'Ski Total' name, which is a brand name of Esprit Holidays Ltd.

"Sole Occupancy": when a chalet is booked for sole occupancy, this means that no other guests will be in residence. Esprit staff and/or members of the chalet owner's family and if applicable, our child care programme, may however still occupy parts of the building. Please ask for written details if this matter is important to you.

#### a) Esprit Holidays Diamond Ratings in our Chalet Hotels

We have introduced our Esprit Holidays diamond rating to all our Chalet Hotels to give an indication of the standard and style of our Chalet Hotels in comparison to each other. Our ratings are based on senior management inspections and previous guests' feedback, and naturally a certain amount of

personal opinion is involved. We emphasise that these are not official ratings, and cannot be compared in any way with any official 'star ratings' or other independent system of accommodation ratings. See page 9 for a guideline to these ratings.

#### b) Bedrooms

The size, decor, soundproofing and furnishing of bedrooms can differ markedly, even within the same property. There is also considerable variation in floor space, head clearance, clothes storage facilities (sometimes very limited), types of bed and bedding. In some chalets, bedrooms lead from communal rooms. We make every effort to describe bedrooms as accurately as possible and to this end we have introduced the term SUITE (where there are distinctly separate sleeping areas, e.g. interconnecting rooms) and ROOM (where all beds are in one area). Some bedrooms and suites have kitchenettes reflecting their occasional use for self-catering. For safety reasons we disconnect most of the electrical and gas equipment. Beds may be sofa-beds or chair-beds, particularly in family accommodation where part of the room is intended as either a sleeping area or a sitting area. Chalets and Chalet Hotels may provide an 'Austrian twin' or 'Continental twin' (i.e. a double bed frame with two single mattresses and two single duvets) in rooms described as doubles or twins. You must advise us in writing if this is not acceptable to anyone included on your booking.

Balconies: Where a supplement has been paid for a balcony, neither a specific view nor aspect is guaranteed, and the balcony may be private or shared.

En Suite Facilities: These will always include a bath or mini-bath or shower, but do not necessarily include toilets - please see the individual property's 'Accommodation Summary' for details of each room's facilities. Bathrooms may not always have full size baths and showers may not always have a shower tray or curtain.

Bed Linen: This is changed weekly.

Helping the environment: In common with hotels around the world we take a responsible attitude to the amount of unnecessary detergent released into the environment. Therefore your towels (one hand and one small bath towel per person) will be changed mid-week only on request.

Soap: This is provided in all Chalets and Chalet Hotels.

#### c) Catering

Evening meals are provided for 6 days on a 7 night holiday and 12 nights on a 14 night holiday. Breakfast is run on a self-service basis normally between 8 and 9am and typically comprises: fruit juice, cereals, porridge, boiled eggs, croissants (France only) or bread, cheeses, sliced ham and jam. There is of course unlimited tea and coffee. The milk supplied is likely to be UHT. With a full quota of children present, breakfast can be a crowded and somewhat chaotic affair, so a degree of patience may be needed! For afternoon tea our chalet staff provide a cake. The first guest back brews the tea. Dinner is served around 8pm and is a four-course meal based on supper party menus. It includes complimentary wine, coffee and chocolates. On the first evening, the problem of different arrival times can mean that dinner is a somewhat haphazard affair, fitted round the convenience of the majority. Please note that dinner in our chalets is strictly an adults and teenagers only occasion and children under 13 years old on the holiday start date are not allowed at the

dinner table. We cannot accept liability if we are not informed of the child's age. Exceptions are set out in paragraph 19(g) below.

#### Special Diets & Food Allergies

Vegetarian meals can always be served, although we need 14 days' notice in writing for chalet guests. (In Chalet Hotels, a vegetarian option is always available on the choice of menu.)

Other special diets (e.g. vegan, gluten-free, dairy-free, wheat-free, low-fat/cholesterol, specific food allergies etc) can normally be provided, but must be discussed with our Reservations team before booking, and will incur a special diet supplement of £25 per person, to cover additional administration costs and ingredients/menu changes. All such dietary requests and/or food allergies must be confirmed to us in writing by email or registered post at least 14 days prior to departure.

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 as above. However, in choosing to travel with us, you accept the following facts:- that staff involved in catering, including children's meals, are generally not qualified catering professionals; 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, so cross-contamination cannot be eliminated; that our staff cannot police what snacks third parties, including other guests' children, may bring into contact with the allergic person; that staff may not be aware of precise food contents (where they do not speak the language in which the ingredients are labelled, for example); our staff cannot police lunches provided by ski-schools. We therefore cannot and do not guarantee the avoidance of specified ingredients, and you accept that in the event of any dissatisfaction with special dietary arrangements, including the occurrence of an allergic reaction, our liability, if any, shall be limited to a refund of the £25 special diet supplement paid.

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 child), you must advise us 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 family ski chalet environment are insufficient to guarantee your child's safety, in which case, should you choose to proceed with the booking, you do so entirely at your 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 at all in the event of any incident.

#### d) Our Staff

Most of our resort staff are younger than our adult guests, and some of our catering staff may not have professional catering qualifications. However, they have been chosen carefully, and undergo comprehensive Esprit Holidays training. (Staff who join us once the season is underway are trained in resort

by the relevant managers.) Chalet and Chalet Hotel staff have one well-earned day's rest each week, normally Thursday, when in chalets they leave out a simple breakfast, (in Chalet Hotels breakfast is served as usual) and are then free until the following day, no other catering is provided. In the evening you have the opportunity to sample dinner in one of the village restaurants. Some chalets and Chalet Hotels have chalet or child care staff and occasionally other resort staff living in, whilst in others there are no resident staff. If this is an important factor in choosing your chalet, please enquire about arrangements at the time of booking.

#### e) Cleaning and hygiene

With the constant movement of people in and out, it is an uphill task to keep the accommodation, particularly floors clean. Your bedroom will normally be clean and tidy for your arrival (subject to guests' departure/arrival times) and en suite bathrooms will be cleaned once, mid-week, during your stay. Otherwise its state is left to you. The chalet or Chalet Hotel staff will normally empty your accessible waste bins each day and clean all communal rooms (except on their day off). We are particularly conscious of the need for catering hygiene and during their pre-season training course, all our catering staff will have been trained to the Chartered Institute of Environmental Health's Level 2 in Food Safety. Our managers also carry out spot checks and full hygiene inspections regularly. If you are unhappy with any aspect of chalet hygiene or cleaning, please raise the matter immediately in resort so that corrective action can be taken. Our reservations staff can give details of laundry facilities in resorts as our chalets and Chalet Hotels do not have facilities for guests to use. Rooms must be vacated by 10am on departure day, so they can be made ready for arriving guests.

#### f) Slipper zones

We ask guests not to wear outdoor shoes or boots inside the chalets, so please ensure that you take slippers or indoor shoes with you.

#### g) Security

Our properties do not have safes for securing guests' valuables and it is unusual for chalets to be locked during the day or overnight, or for there to be locks on bedroom doors. Chalet Hotels however normally have a night porter on duty. In many cases we offer keys or combination locks but this cannot be guaranteed. In some chalets, parts of the building may be shared by other residents using the same communal entrance. Although we do not specify these points in each chalet description, if it is of concern please ask our reservations staff for details. See also paragraph 3(f) 'Insurance'. We cannot be held responsible for the damage to, loss or theft of personal belongings or ski equipment from any accommodation.

#### h) Telephones

A few of our chalets have card phones but others have standard phones which are only available for urgent, incoming calls. If a telephone facility is important to you we suggest you take a mobile phone or check with us to ascertain what service is available in your chalet. We cannot offer the use of telephone points for e-mail access.

#### i) TVs / Videos / DVDs

Some of the larger chalets have TVs and video or DVD-players which guests may use to play their own videos or DVDs. Unfortunately, if TVs, video or DVD players become unserviceable, we cannot always get immediate

replacements as the UK systems are not compatible with local versions and we may have to obtain spares from the UK. Where a TV is advertised, no guarantee is implied as to how many English-speaking channels will be available, if any.

j) Smoking

We operate a no-smoking policy in all our chalets and Chalet Hotels. A guest who breaches this policy accepts liability for all consequential damages sought against Esprit Holidays Ltd by its other guests and/or the property owners.

k) Pets

Notwithstanding changes to UK legislation, we do not permit pets in our properties.

l) Chalet and Chalet Hotel use for Esprit Child Care Programme

Children's activities are not confined to the child care rooms. Between the hours of 08.30 and 17.00 children and staff will therefore be fed, entertained and use the toilets in our properties. In many cases this is included in the brochure and website text for the relevant property but we reserve the right to make changes for operational reasons and no compensation will be payable in such circumstances. The location of child care facilities (Nursery, Snow Club and Cocoa Club) shown against each property indicates the child care venues used. We may however use other facilities in resort to facilitate grouping children by age for their greater enjoyment. See also para. 19 headed 'Children'.

m) New-Build Projects & Refurbishments

A number of chalets and Chalet Hotels are newly built or substantially converted or refurbished for us each season, and we take every possible care with the owners to ensure that each such property is completed on schedule. Clearly however, matters outside our direct control, such as local authorities or adverse weather at critical times for example, can occasionally cause delays, and/or there may be changes to the designer's or architect's plans upon which we have based our description. In the event that either eventuality happens, we will advise you as soon as any impact on your holiday is clear. If the impact of the change is such that we reasonably classify it as a major factor, we will offer the choice of either a) a specific alternative holiday, b) the opportunity to purchase another holiday from us at the current selling price, or c) cancelling your holiday and receiving a full refund of all monies paid. If the alternative offered involves a change of resort, compensation will also be paid in accordance with paragraph 4(a) of these Booking Conditions. No further compensation shall be payable for changes caused by late delivery of new-build or refurbished chalets, or changes to architects' or designers' plans, and Esprit Holidays' liability in such cases shall be limited to the provision or conversion of the above three alternatives.

n) Leisure facilities

Swimming-pool, hot-tub, spa-bath and sauna temperatures are determined by the owners in accordance with local regulations or guidelines, and may not always match guests' expectations. Leisure facilities may be subject to limited opening hours, and there may be restrictions on their use by children. Hot-tubs are normally out of use for at least 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.

o) Floor Plans

These are available for most chalets on request. Please ring us on 01252 618300.

p) Check-in

In common with standard hotel industry practice, we reserve the right to take credit card imprints upon check-in at our Chalet Hotels and certain chalets to cover potential damage costs or breakages.

q) Season start-up

We work hard to train all our staff pre-season to the standard required to deliver our brochured services, but our holiday prices are kept low for the first week of the season, reflecting the need for a degree of tolerance from our guests for the fact that staff are settling in to new roles.

r) Child supervision in Chalet Hotels

From 7.30pm onwards throughout adult-only dinner, all children may be either in Cocoa Club, in their own bedroom (see Baby-Listening / Child Patrol information on page 8), or in the Games Room where available (under parental responsibility), but children under 13 years are not permitted in the lounge/bar or dining-room during this adult/teenager-only period.

s) Wi-Fi in chalets & Chalet Hotels

Where Wi-Fi is indicated in a property description, this belongs to the property owner, and its availability is outside our control. No guarantee is given or implied that it will be operative during your holiday, you will not be advised in advance if the owner removes it, and no compensation or refund will be paid if it is not available for whatever reason. Safe-keeping of your lap-top computer is your own responsibility, as is ensuring that it is properly insured for the circumstances described in para. 15(g) above; no liability will be accepted for damage to or loss or theft of lap-tops from accommodation, including if your insurance company refuses to pay out for any reason.

16. LIFT PASSES, SKI LESSONS AND EQUIPMENT (SKI-PACKS)

We are pleased to offer the facility to book ski/snowboard equipment, tuition and lift passes, either in advance in the UK, or through our staff in resort. Prices detailed in our brochure/website are approximate and we reserve the right to increase or withdraw these at any time. Full details will be given at the time of booking. Please note that no refunds are available should you not use any of the facilities booked, for all or part of the period booked, whether booked in the UK or in resort. Refunds on 'Snow Sensations' and other Resort activities are only available as detailed in paragraph 7(d) above. Exchange rate fluctuations mean that the sterling price payable locally in resort may be significantly higher than prices advertised in the brochure and available to guests who pre-book. (Local prices may also be lower, if the pound has strengthened significantly since the brochure publication date.). Please note we act as agents for the principal for sales of lift passes, tuition and equipment hire.

a) Ski Lessons

If you know that you will require lessons, we advise you to pre-book regardless of the date of your holiday. Our grading system (for adults and children) is to help you and our resorts ensure that the correct classes are pre-booked prior to your arrival. Throughout the season, and in particular

during the continental school holidays (our reservations staff have the dates), the length, timing and availability of the ski-school lessons can change with little warning. Ski-schools are also extremely busy and it is imperative that you book in advance to avoid disappointment. Occasionally resorts ask that a minimum number of guests book into a lesson in order for it to go ahead. In the unlikely event your lesson is cancelled due to low numbers, alternative arrangements will be offered, however you will be responsible for any additional costs incurred. The ski-school price quoted is that of the ski school's standard group lessons. Private Lessons can also be booked in advance, please discuss your requirements with our Reservations Team.

#### b) Equipment Hire

The equipment is priced according to the grade of ski you choose. If you require a ski boot larger than size 12, please advise us at time of booking so that we can inform the resort in advance. We strongly recommend that you check that your personal insurance covers you for loss/damage to hired equipment. Esprit Holidays Insurance includes this cover to the value of £500. Ski-hire shops may offer insurance to you and we recommend that you accept this if your own travel insurance policy does not cover you.

#### c) Lift Passes

A passport size photo may be required for lift passes. Beginners do not always require a lift pass for the first days of skiing, and where possible this will be advised at the time of booking your lift passes. Some resorts work on a 'point system' for certain lifts for the first few days of skiing, this can be booked locally through our Esprit Holidays Representative. Some resorts operate an electronic lift ticket system. Where this is in place our representative will offer you the option to upgrade to this type of ticket. Some resorts will only offer the electronic lift pass and may ask you to pay a deposit in resort (generally refundable at the end of your holiday). At the beginning and end of season, or at any other time due to snow or other weather conditions, resorts may limit the number of lifts in operation. Esprit accepts no liability in such situations; you may however have the potential to claim under your travel insurance if the supplier has made no refund in resort.

#### d) Children's Free Lift Passes/Equipment

Each resort has different criteria for the ages of children eligible for free or reduced prices. In many resorts, children's free passes will be of the same type and duration as purchased by the parents.

#### e) Snow

Whilst we obviously cannot guarantee snow, all our resorts are chosen for their reliable snow records. Many of our resorts also have the advantage of glaciers, which ensure snow almost all year round. Snow conditions can change dramatically overnight, and will not be accepted as a valid reason for you to cancel your holiday, although if conditions are exceptionally poor, we will do our best to change your booking to another resort if this is possible. If there is such poor snow that the lift company and ski-school in your booked resort decide that you are unable to ski, we will endeavour to transport you daily to another ski area. See page 30.

#### 17. VISAS, PASSPORTS AND HEALTH

The party leader is responsible for ensuring all party members are in possession of a valid passport (a full 10 year passport in the case of British Citizens over the age of 16 on return date). British Citizen children under 16

years old and not already on a parent's passport valid for the dates of travel, must have their own passport. Your specific passport, visa and immigration requirements, including any minimum required validity period beyond holiday dates, are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Esprit Holidays Ltd accepts no liability if you cannot travel or re-enter the UK due to non-compliance. Your passport and any travel documentation you arrange must show the same surname and initials. If these details change between making the holiday reservation and departure from UK, you should have the travel documentation changed. If you don't have time, please carry the appropriate documentation, such as a marriage certificate, with you.

Health: You are advised to obtain the Department of Health leaflet 'Health Advice for Travellers', on 08701 555 455 or email: [dh@prolog.uk.com](mailto:dh@prolog.uk.com). You must also take with you your European Health Insurance Card (EHIC). Details from [www.ehic.uk.com](http://www.ehic.uk.com).

High Altitude Resorts: You should be aware that some people experience difficulties in high altitude resorts and it may be advisable to seek advice from your doctor before travel if you have any medical conditions which this may exacerbate.

Special Needs: If you have any special requirements, it is essential you bring these to our attention at the earliest opportunity and before choosing your holiday, as some accommodation and resorts may be found unsuitable. It is therefore important you provide us promptly with written details of your requirements in order that we can help you find a suitable holiday.

## 18. TRAVEL GUIDANCE

The Foreign & Commonwealth Travel Advice Unit may have issued guidance on your destination. You can check through the ABTA Information Department on 020 7307 2043 or at [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo).

## 19. Children

### a) Child and Infant Ages

Ages are taken as at the arrival in resort. However, if a child celebrates his/her second birthday during the holiday, the airline requires that he/she should be treated and charged as a two year old. If a child younger than four full calendar months is booked into an Esprit nursery in contravention of our minimum age policy, Esprit reserves the right to cancel the nursery place, and no refund will be payable, as you will have blocked a valuable Nursery place from use by another family.

### b) All Child Care

This is usually run regardless of the numbers of children, age profile and balance of sexes which is not within our control. If your child suffers from any illness, allergy, disability, special needs, or needs any medication, you must provide us with details at the time of booking – see para 15 (c) re Food Allergies. Whilst we permit our staff to take charge of and administer non-prescription drugs such as 'Calpol', we do not normally permit them to administer any prescription medication to children in our care. For children with allergies and breathing difficulties, in emergency, we can administer such items as e.g. 'Epipens' and inhalers supplied by parents. We reserve the right to refuse to accept any child or to withdraw any child from our care if, due to illness or other reasons it is not possible for us to provide suitable care, or if

they pose a potential risk to other children or our staff. If any of our child care staff are taken ill or are unavailable, we may have to withdraw these facilities until such time as we are able to provide suitably qualified staff.

See para. 3(m) regarding payments for any ad hoc child care purchased in resort.

#### c) Nursery Nurses/Nannies

Our nurseries are run by professionally qualified nursery nurses, nurses or nannies who are assisted by staff with child care skills or experience. There will always be a qualified nursery nurse, nurse or nanny on duty in every nursery, and with the children on outings but other Esprit staff may escort children to and from the appropriate nursery.

#### d) Nurseries

The numbers of children in our nurseries are strictly controlled. We do not allow ad hoc supervision in nurseries by parents, relatives, family nannies etc, as this can significantly affect the way the nursery is run and lead to problems relating to responsibility and liability. Our policy on a minimum age of 4 calendar months is rigidly applied for the sake of all the children. For safety reasons, nannies are not permitted to take children under 8 months in backpacks. In resorts with more than one nursery location, we will endeavour to group babies and toddlers of a similar age together. Parents will be informed on arrival in resort of the designated nursery for their child, and are asked to deliver and collect their child at the relevant times. Where we provide mini bus transport for children, one parent must accompany their child in our minibus for drop-off and collection.

#### e) Children's skiing/clubs

Children are usually taken to our Sprite and Spritelets lessons by our staff, but we cannot do this for children booked into other non-Esprit ski classes.

Location and timing of lessons may vary from brochure or website description, dependent on snow/weather conditions and ski-school advice. Whilst Esprit Holidays shall seek to overcome any difficulties, we reserve the right to withdraw children from ski-school, Snow and Cocoa Clubs where the child's capability/attitude/behaviour is reasonably considered by Esprit Holidays (or the ski school) to be seriously detrimental to the safety, well-being or enjoyment of that child or of other participants. If it is necessary for us to withdraw your child we will refund the proportionate cost of unused lessons in the case of lack of capability only. Child care places and ski classes are non-transferable. Occasionally it may be necessary to cancel a particular class due to lack of numbers. In such a case, we will give you as much notice as possible and provide a choice of alternative options. Our liability in such instances shall be limited to a refund of the cost of the class booked or the provision of the agreed alternative. The ski-school's decision regarding which class is in a child's best interests is final, and no refund or compensation will be paid as a result of any such decision.

Crash helmets for children are the subject of mixed views, though we urge parents to ensure that if they do hire or purchase them, the helmets are correctly fitted. Some ski-schools have a compulsory helmet policy for children joining our Sprite and Spritelets classes; in all resorts we include free helmet-hire for all children under 13 years hiring skis through us.

#### f) Buggies

Passengers travelling by air with infants will be pleased to note that you can keep collapsible buggies with you until you board the aircraft. In some resorts the terrain limits their usefulness; you may wish to consult our reservations staff on this.

#### g) Meals

High tea, the main meal of the day for children under 13 years old, is at 5.30pm. Dinner in our chalets and Chalet Hotels is strictly for adults and teenagers only, and children under 13 years of age are not allowed at the dinner table. If a single group takes over a whole chalet, the under 13 restriction may be waived by the party leader if we are notified in writing, see 'Special Requests' (paragraph 10). In such cases, a supplement of £39 per child, per week, will be applied to meet the increased catering costs.

Christmas dinner and sometimes meals on arrival nights are the only other exceptions.

#### h) Cots and Highchairs

A cot and highchair are automatically provided for all infants free of charge in chalets and Chalet Hotels. Our cots are normally of the folding 'travel cot' type. If you prefer to harness your child into a highchair, please bring a harness with you. For children aged two or over who require a cot and/or highchair, the request must be confirmed at the time of booking and confirmed to us in writing.

#### i) Baby alarms

These items can be very useful in chalets and Chalet Hotels and we recommend that concerned parents bring their own alarms and adaptor plugs.

#### j) Childproofing and Children's supervision

Our staff are trained to take reasonable precautions in making the chalets and Chalet Hotels reasonably safe for children but it must be noted that our properties were not designed with children in mind. It is not possible for us to childproof our chalets and Chalet Hotels and you will therefore need to be more vigilant than in your own home.

Except whilst signed into our nurseries, Sprite and Spritelet classes, Snow Club, Supervised Lunch and Cocoa Club, children, their behaviour and their safety, remain the sole responsibility of their parents at all times.

Baby-Listening/Child-Patrol Service – please note that this service does not constitute children having been handed into Esprit Holidays' care except on the staff's night off. The safety, welfare and behaviour of children remains the responsibility of parents at all times during this service.

Children using communal areas or leisure facilities in our properties, including the children's games rooms in Chalet Hotels, remain their parents' responsibility.

Stairs, ladders and bunks: Several of our chalets and Chalet Hotels contain beds on mezzanine platforms that are accessible by steep stairs or ladders. We do not recommend that children under eight years old use them. Where children use bunk beds, we recommend six years old as the minimum age for occupying the high level bed which may not have a guard rail.

Stair-gates: These are sometimes fitted, but we must at times compromise with the need to make the chalets and Chalet Hotels reasonably convenient and safe for all our guests.

Resort Child Care: In the event that you make private arrangements for resort child care of any kind, whether or not undertaken by our off duty staff, Esprit

Holidays does not accept liability for any loss directly or indirectly connected with such arrangements, however caused. For insurance reasons, private nannies are not permitted in our chalets or Chalet Hotels unless booked as a resident member of your party.

#### k) Special Needs Care

We will always try to provide one-to-one care for children with special needs if requested. This is subject to an additional charge and to the availability of a suitable staff member and must be requested at the time of booking the holiday.

#### l) Children's Clothing

In booking children into Esprit Nursery or Snow Club, you accept that activities such as art & craft, face-painting, outdoor play and others incur an unavoidable risk that children may get paint, glue or other soiling or damage to their clothes. We source our play materials from reputable suppliers and use paints etc advertised as 'washable', but cannot guarantee that all marks can always be removed, and therefore do not accept liability for such instances.

### 20. SAFETY IN THE MOUNTAINS

For your own safety and that of other mountain users, please refer to the Mountain Safety information included in your Information Pack provided on your arrival in resort.

### 21. INDEPENDENT ARRANGEMENTS/EXCURSIONS

Any arrangements made by you which do not form part of the holiday as per your Esprit confirmation invoice, are at your own risk. Where such arrangements are made through or with the assistance of our representatives, we act only as your booking agent and not as principal.

### 23. DATA PROTECTION POLICY

Esprit staff, guests or professional photographers will occasionally take photographs, which may include adult or child guests from your family, for use in future brochures, websites or other marketing material. Unless you have advised us in writing that you do not wish your or your child's image to be used in this way, no liability for the use of such photographs will be accepted by Esprit Holidays Ltd. (Note that for your security, names or other details are never attached to such photographs.)

Guest comments taken from questionnaires or other correspondence are occasionally used in the brochure and website, with the name of the family concerned, to give a 'guest's eye view' of our holidays. Unless you have advised us in writing that you do not wish your comments to be used in this way, no liability for the use of such comments will be accepted by Esprit Holidays Ltd.

In order to process your booking and to ensure your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as name, address, any special needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your holiday arrangements, such as airlines, hotels, chalets, transport companies etc. This information may also be used for future communications from Esprit, (including for example the use of names and contact details for brochure mailings and e-newsletters) and it may also be provided to security and checking companies and public authorities such as

customs/immigration if required by them or as required by law. If you do not agree to any or all such uses, you must advise us accordingly in writing by registered post. Additionally, where your holiday or travel arrangements are outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not pass any information on to any person unless they are responsible for part of your holiday arrangements. This applies to any sensitive information that you give us such as details of any disabilities, or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, (whether in the EEA or not), we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.