

SNOWSTAR Holidays Terms and conditions: Winter 2008/09

Introduction

Snowstar Holidays is the trading name of Snowstar Ltd. A contract between the client and Snowstar Ltd will only exist once we have dispatched the booking confirmation and invoice to the party leader. All bookings shall be subject to these terms and conditions. This contract is governed by English Law and the exclusive jurisdiction of the English Courts.

Party Leader

The Party Leader is the person who signs the booking form. This person enters into this contract on behalf and with the consent of all persons named on the booking form. The party leader accepts responsibility for all persons included in the booking in relation to payment and these terms and conditions. The Party Leader must be at least 18 years old.

Deposits & Bookings

A deposit of £100 per person per week is required to secure a booking. This deposit is non-refundable in the event of a cancellation by the client. For bookings made less than 11 weeks before commencement of the holiday, the full cost of the holiday must be paid at the time of booking. On receipt of the completed booking form and deposit a confirmation and invoice will be sent to the Party Leader. If for any reason Snowstar Ltd declines to accept the booking the deposit will be returned immediately.

Balance Payment

The balance of the holiday price must be received by Snowstar Ltd at least 10 weeks before the holiday commences. The Party Leader shall be liable for payment for all persons named on the booking form. If full payment is not received at least 10 weeks prior to the holiday, Snowstar Ltd reserves the right to treat the non-payment as a cancellation by the client and retain the deposit.

Credit Cards

To offset the cost of accepting credit cards we will add a 2% surcharge to any payments or charges made using credit cards.

Amendments to a booking

Snowstar Ltd will attempt to accommodate any request for changes to a booking once it has been confirmed. However we do not guarantee that any change will be possible. The client will be liable for any increased costs resulting from any change and also for an administration fee of £30 for each change. All requests for amendments to the booking must be made in writing by the Party Leader.

Cancellation

If you wish to cancel a confirmed booking for any or all of your party, the Party Leader must advise us in writing as soon as possible. The amount of notice given will be calculated from the date the written notification is received by us. In the event of any cancellation of a confirmed booking the following cancellation charges will apply.

Number of days before the holiday commencement date and the percentage of the total cost of the holiday charged.

More than 70 days (10 weeks) – loss of deposit

50 - 70 days – 60%

29 - 49 days – 80%

0 - 28 days – 100%

In addition to the above charges additional costs may apply to the remainder of the group in relation to group discounts or room occupancy.

Insurance

We recommend that you have ski holiday travel insurance for your holiday with us.

Passports and Visas

All clients must be in possession of a valid passport and non EU passport holders may require a visa (please check with your consulate). We are not responsible for any clients who do not possess the correct documentation.

Baggage

Clients are responsible at all times for their own personal documents, baggage and equipment, including any hired equipment.

Travel provided by Snowstar Ltd

The following terms apply to clients booking airport/station transfers with Snowstar Ltd;

We accept no responsibility for any delays or losses suffered as a result of traffic congestion/restrictions, adverse weather conditions, mechanical breakdown or any other circumstance outside our control.

Where incoming flights/trains are delayed more than one hour we will make every effort to provide the transfer but we will make an additional charge to cover any additional costs. In exceptional circumstances where flights are delayed we reserve the right to cancel the transfer but any payments due will still be payable.

Included in the price;

7 nights accommodation (based on 2 persons sharing a room).
Breakfast and afternoon tea on 7 days and 3 course dinner with local wine on 6 days.

NOT included in the price;

Travel to and from France
Transfers from and to the airport or station (unless an additional charge is paid)
Insurance
Ski School
Ski Hire
Lift Pass

Damage to the chalet

The party leader is responsible for any damage or losses caused by members of their party. We will ask for payment to cover any damage or losses before departure. If the damage is covered by insurance it will be the responsibility of the party leader to recover the sum paid from the insurance company. If Snowstar Ltd are required to communicate with the insurance company or provide any documentation then an appropriate administration charge will be made and is payable by the party leader.

Behaviour

If any client behaves in a manner that causes distress, danger or annoyance to another client, employee or business associate or harms the reputation of Snowstar Ltd, we have the right to terminate the contract with the client. We will not be liable for any compensation or additional costs that this action may cause to the client.

Social Skiing

When skiing with any member of staff please remember that they are not instructors or guides. It is the clients responsibility to use their own judgement when skiing. Snowstar Ltd will not be held responsible where a client does not show due regard for the terrain, conditions or other skiers.

Complaints

We would rather fix a problem at the time than receive complaints afterwards. So if you have any complaint it must be reported to the staff immediately and we will do what we can to resolve it. If however you have a complaint that was not resolved to your satisfaction you must write to us within 28 days of the end of your holiday.

Our responsibilities to you

We have taken every care to ensure the accuracy of the details set out in our brochure and website. However if there is any change we will endeavour to bring these to your attention as early as possible. We are responsible for ensuring the accommodation you book with us is as described in our brochure and website and the service provided is of a reasonable standard. We will make every effort to provide the holiday as booked but if for reasons outside our control we cannot deliver this we will offer an alternative or a full refund.

Financial Protection

For your financial protection all your money is paid into a trust account and is only released to us with the agreement of the Trustee after you have completed your holiday. If for any reason Snowstar Ltd is unable to provide the holiday you will receive a full refund.