

The following booking conditions apply to all holidays booked with Ice and Fire Ski and Snowboard Holidays Limited. Please read them carefully.

Ice and Fire Ski and Snowboard Holidays limited refers to UK company number 7191863 of the same name, having its registered offices at The Bristol Office, 2nd Floor, 5 High Street, Westbury-on-Trym, Bristol, BS9 3BY and a web presence at [www.ice-fire.co.uk](http://www.ice-fire.co.uk).

Ice and Fire Ski and Snowboard Holidays is also registered in France as a "Societe Etrangere Immatriculee au RCS" under SIRET number 534 434 055 00024, SIREN number 534 434 055 and TVA registration number FR 41 534434055.

In these booking conditions the client means all persons named on the booking, including anyone who is added or substituted at a later date.

### **1. Payments and Confirmation of your Winter Holiday**

To make a booking, you must confirm to us in writing that you are making a booking, and make the appropriate payment. A contract between Ice and Fire Ski and Snowboard Holidays Limited and a client will only exist once Ice and Fire Ski and Snowboard Holidays confirm the booking via e-mail and once the client's payment has cleared. The prices stated for the holiday include accommodation, housekeeping and meals as described. Prices do not include travel, insurance of any nature, skis, ski passes, or any other item not specifically referred to in the invoice.

Payment methods on offer are at the discretion of the company but clients will typically be offered a choice of cheque, bank transfer and debit card payments. Ice and Fire make no charge for these payment methods however clients are responsible for any bank charges incurred as a direct result of their chosen payment method.

For bookings made prior to 10 weeks before arrival, the appropriate payment is typically a deposit of £200 per person. The client will then be notified by email of the balance owing which is due 10 weeks before the client's arrival. The deposit of the holiday is payable at the time of booking and is not refunded under any circumstances save for the conditions set out in clause 5.

For bookings made less than 10 weeks before arrival, the full amount of the client's holiday is payable to confirm the booking. Payments for external or additional items booked on a client's behalf are payable in full at the time of booking.

The client making the booking shall be liable for full payment for all those clients to whom the booking applies and for any other person subsequently added to the booking unless otherwise agreed.

The booking information in MyIceandFire, these terms and conditions and the invoice together form the basis of the contract between the client and Ice and Fire Ski and Snowboard Holidays. In all cases, the client accepts that it is his responsibility to check the details carefully. All discrepancies must be brought to the attention of Ice and Fire Ski and Snowboard Holidays Limited in writing, within 7 days of the receipt of the invoice.

### **2. Alteration of a Holiday by the Client**

Amendments or alterations to a booking must be made in writing to Ice and Fire Ski and Snowboard Holidays Limited or the relevant agent, from the client who made the booking initially. The client will be advised of any changes in costs that might occur as a result.

### **3. Alteration of a Holiday by Ice and Fire Ski and Snowboard Holidays Limited**

Should any significant alteration to any holiday for which a booking has been made become necessary, the client shall be informed promptly. The client shall be offered the choice of accepting the alteration, or a full refund of moneys paid, as long as the client has not yet arrived in resort.

#### **4. Cancellation of a Holiday by Ice and Fire Ski and Snowboard Holidays Limited**

If through circumstances beyond our control, Ice and Fire Ski and Snowboard Holidays Limited is forced to cancel a booking, the client may elect for a full refund; accept a holiday in equivalent or superior accommodation from us if such accommodation is available; or accept a holiday in accommodation of a lower standard to that booked together with a refund of the difference in price from us if such accommodation is available.

Circumstances beyond Ice and Fire Ski and Snowboard Holidays Limited's control do not include events amounting to "force majeure". Force majeure means unusual and unforeseen events such as war, threat of war, riot, terrorism, natural disasters, fire, technical problems or accidents with airports, ports or transport, inclement weather or governmental action. Ice and Fire Ski and Snowboard Holidays shall have no responsibility or legal liability to compensate the client for loss of opportunity to take up the holiday.

#### **5. Cancellation of a Holiday by the Client**

A cancellation by a client will only be confirmed once it has been received in writing by Ice and Fire Ski and Snowboard Holidays. Clients are advised to send cancellations by recorded delivery to our French Address: 16 Passage de la Scierie, Bellentre, 73210, France.

In the case of a cancellation by the client, Ice and Fire Ski and Snowboard Holidays Limited shall be entitled to retain as much of the deposit or other payment as is necessary to cover reasonable costs and losses by withdrawal. Ice and Fire Ski and Snowboard Holidays Limited takes all reasonable steps to keep these costs to a minimum and determines them using the following sliding scale. More than 10 weeks before arrival: deposit; more than 6 weeks before arrival: 50% of total holiday cost; more than 3 weeks before arrival 85% of holiday cost.

If cancellation is made and received more than 10 weeks before arrival, the deposit will be forfeited. If cancellation is made after full payment has been made and more than 6 weeks before arrival, a refund of 50% will be made; if it is more than 3 weeks before arrival, a refund of 15% will be made. No refunds can be made for any cancellations made and received less than 3 weeks (21 days) prior to arrival. We recommend that you ensure that your insurance policy covers you against irrecoverable cancellation costs.

If the balance of a holiday is not paid by the due date, Ice and Fire Ski and Snowboard Holidays Limited reserves the right to treat this as a cancellation and retain the booking deposit.

#### **6. Personal Injury**

Ice and Fire Ski and Snowboard Holidays Limited accepts responsibility for negligence of its employees causing direct physical injury to clients only to the extent that it is obliged to do so by law. Ice and Fire Ski and Snowboard Holidays Limited cannot be held responsible for any other mishap to clients or their property and in particular for the consequences of the effects of strikes, wars, acts of terrorism, riots, robbery, sickness, quarantine, government intervention or other such happenings. Ice and Fire Ski and Snowboard Holidays Limited strongly advise that you take out appropriate insurance at the time of booking.

#### **7. Liability of the client**

All clients undertake to behave with propriety and in such a manner as to cause no damage, distress, danger or annoyance to other clients, property and/or any third party. The contract of any client in breach of this clause shall be terminated immediately and Ice and Fire Ski and Snowboard Holidays Limited shall have no further contractual obligations. In circumstances reasonably deemed by Ice and Fire Ski and Snowboard Holidays Limited to be extreme, including significant damage, significant antisocial behaviour or illegal activities; Ice and Fire Ski and Snowboard Holidays Limited reserves the right to cancel the holiday forthwith and eject the client from our properties without compensation.

The client agrees that behaviour while using the services provided by Ice and Fire, including but not limited to, the catering service and complimentary bar will be lawful, honest and proper. These services are provided subject to reasonable use. The contract of any client in breach of this clause shall be terminated immediately and Ice and Fire Ski and Snowboard Holidays Limited shall have no further contractual obligations.

The client undertakes to report any damage, deliberate or accidental, to their chalet or other Ice and Fire property. Ice and Fire Ski and Snowboard Holidays Limited reserve the right to recover from the client the cost of any repairs or replacements following damage caused by the client.

## **8. Liability of Ice and Fire Ski and Snowboard Holidays Limited**

Ice and Fire Ski and Snowboard Holidays Limited accepts no responsibility for the actions of any of its clients and shall not be held liable for any claims made against them (or as a result of their actions) either by other clients or third parties. Where you do not suffer personal injury or death, Ice and Fire Ski and Snowboard Holiday's liability is limited to the invoiced holiday costs and in no circumstances extends to additional costs incurred in the taking of the holiday such as travel costs, ski hire or ski school/guides.

## **9. Insurance**

It is a condition of booking that all clients have appropriate insurance at the time of booking. This insurance must cover all activities chosen during their stay with Ice and Fire Ski and Snowboard Holidays and cover public liability, property damage to the chalet and its contents, cancellation of the holiday and the cost of assistance, including repatriation, in the event of accident or illness.

## **10. Services provided by Third Parties**

Bookings for extra services, such as taxis, excursions and ski lessons, made on your behalf by Ice and Fire Ski and Snowboard Holidays Limited are subject to the terms and conditions laid down by the provider of the service. Ice and Fire Ski and Snowboard Holidays do not warrant the standard or performance of any extra services. The client takes full responsibility for satisfying themselves as to the quality and the provider's ability to execute the services in advance and will address any grievance about the extra services by approaching the respective provider(s) directly.

## **11. Complaints Procedure**

If the unlikely event that difficulty arises during your holiday you should advise a member of Ice and Fire Ski and Snowboard Holiday staff in resort who will endeavour to resolve the difficulty. If you fail to do so, you deprive Ice and Fire Ski and Snowboard Holidays of the chance to resolve the problem to your satisfaction.

If you are unable to resolve matters whilst you are away, complaints should be addressed to Heather Morison, Ice and Fire Ski and Snowboard Holidays, 16 Passage De La Scierie, Bellentre, 73210, France not later than 28 days from the end of your holiday.

Please note that no liability can be accepted for any complaint where a client has not followed this complaints procedure.

## **12 Use of Ice and Fire Ski and Snowboard Holidays Wi-Fi**

Ice and Fire Ski and Snowboard Holidays Limited will make all reasonable endeavours to ensure that free wifi is available 24 hours a day; however, we will not be liable if for any reason the Service is not available at any time or for any period, nor will we be responsible for in any way compensating the client. Broadband coverage in the Alps can be, and often is unreliable and access to this service may be suspended at any time. This also applies to advertised UK television channels.

The client undertakes to keep confidential any access codes or passwords provided in order to access the Service, and will not disclose them to any other person for any reason. The client is deemed to be responsible for any loss that arises from losing, misusing or otherwise disclosing any such access codes or passwords.

The client agrees that behaviour while using the Service will be lawful, honest and proper. Ice and Fire Ski and Snowboard Holidays Limited reserves the right to terminate wifi use at any time without notice if we become aware of any behaviour that has a negative impact on our equipment or network or the use by other customers of our equipment or network or the internet in general, or which damages, or has the potential to damage, our reputation or standing. Please note that instances of illegal use will be reported to the police.

### **13 Use of Ice and Fire Complimentary Bar**

Ice and Fire offer a self-service complimentary bar for use during the duration of your holiday. This bar includes hot beverages, soft drinks, beer and wine.

Ice and Fire do not put a per-person limit on the complimentary bar however we reserve the right to restrict access at our discretion. This may include, but isn't limited to situations including excessive drunkenness, damage to chalet or property, underage or inappropriate drinking. The company director's decision in these matters is final.

Ice and Fire Ski and Snowboard Holidays encourage responsible drinking - find out more at [www.drinkaware.co.uk](http://www.drinkaware.co.uk)

### **13 Website information and accuracy**

All reasonable care has been taken to ensure that the descriptions, facts and opinions on our website are correct to the best of our knowledge. Chalet plans and resort maps should only be used as an indication of layout. Scale and dimensions are subject to error and furniture and room arrangements are subject to change. Opinions expressed are personal to the authors and photographs only relate to a specific destination when individually captioned as such. The client should bear in mind that in relation to the information given about the resorts and resort facilities, we cannot guarantee accuracy at all times as these items are not under our control.

### **14. Ice and Fire Driving Service**

All transfer services booked on your behalf with a third party are subject to the booking terms and conditions of the third party and are reserved on your behalf under the guidelines outlined in paragraph 10.

All transfer services booked with and operated by Ice and Fire shall be deemed part of the holiday package and are subject to holiday booking terms and conditions.

Where you book a free or shared transfer with Ice and Fire you will be expected to wait for up to maximum of 2 hours from the scheduled arrival time for all other clients to arrive. Clients departing resort on free or shared transfers will be expected to travel up to a maximum of 2 hours before the scheduled resort departure time to accommodate other client departures. Under exceptional circumstances the waiting time may at the discretion of the company exceed 2 hours.

The client is responsible for providing Ice and Fire with the correct travel details in writing; any costs incurred for incorrect information shall be the responsibility of the client.

Ice and Fire cannot be held responsible for any losses of any kind due to circumstances outside of their control. These include but are not limited to:

accidents causing delays to the vehicle  
vehicle breakdowns  
exceptional or severe weather conditions  
vandalism and terrorism  
unforeseen traffic delays  
industrial action by third parties  
problems caused by other clients  
the vehicle being held or delayed by a police officer or government official  
other circumstances affecting passenger safety  
Damage or loss of personal belongings

An arrival in excess of 90 minutes shall be deemed to have missed its transfer. In the case of missed flights, diversions or flight delays forcing you to miss your transfer Ice and Fire will endeavour to meet your new requirements at no additional cost. Where this is not possible the client shall be liable for the cost of booking a new transfer and Ice and Fire will provide you with an insurance receipt.

Passengers are not allowed to take onto our vehicles any alcoholic drinks for the purpose of consuming them, or to drink such drinks on our vehicles. The consuming of food is not permitted on any Ice and Fire vehicle. Ice and Fire reserve the right to refuse transport to any client who appears to be under the influence of drink or drugs.

Passengers who soil the interior of a vehicle will be liable to pay a cleaning charge of a minimum of 50 euros. This charge is payable immediately to the Ice and Fire driver. If payment cannot, or will not, be made Ice and Fire will cancel any outstanding transfer(s) for the passenger(s) concerned with no refund given and take legal action against the passenger(s) concerned to recover the cost of cleaning the vehicle including any legal fees Ice and Fire incur.

Ice and Fire Ski and Snowboard Holidays Limited will make all reasonable endeavours to ensure that an in-resort transfer service is available for such properties, and such times, as is specified on our website. However, we will not be liable if for any reason the Service is not available at any time or for any period, nor will we be responsible for in any way compensating the client. In-resort driving conditions in the Alps can be, and often are unreliable and access to this service may be suspended at any time.

### **15. Use of Saunas and Hot Tubs**

Ice and Fire Ski and Snowboard Holidays Ltd will make all reasonable endeavours to ensure that a fully working hot tub or sauna is available in any property advertised as having this facility; however we will not be liable if for any reason, and for any period of time these are not available for your use during your holiday; nor will we be in any way responsible for offering compensation in these circumstances.

The client undertakes to use the hot tub and sauna in a manner which is consistent with the sauna and hot tub rules displayed in the chalets. In particular the client is forbidden from engaging in any behaviour in the hot tub or sauna which could be reasonably expected to cause damage to the chalet, hot tub or sauna, to other guests using the facilities, or to the client themselves. Hot tubs and saunas are used at your own risk.

### **16. Use of Ice and Fire Lift pass Pre-Booking Service**

Ice and Fire provide an online lift pass pre-booking system for the use of Ice and Fire guests who have already reserved a holiday with us. Use of the lift pass booking system by anyone else is prohibited.

Bookings must be made a minimum of 4 days prior to the start of your holiday. Where bookings are made less than this minimum time no pass will be provided but your card may be charged.

During use of the pre-booking system you are asked to provide certain information including but not limited to a name and date of birth for each lift pass ordered, the chalet for delivery and the start date of the lift pass. Failure to provide correct information will render any booking null and void and may result in an incorrect pass being provided. Ice and Fire cannot be held responsible for any incorrect information given during the booking process

Payment for the lift passes is due at the time of booking and Ice and Fire reserve the right to cancel your lift pass order if we do not receive payment in full a minimum of seven days before the start date of the pass. All conversions from Euro's into Pounds Sterling will be at a rate set by Ice and Fire.

Once ordered and paid for, lift passes will be delivered to your chalet no later than 10am on the first day of the lift pass's validity. A valid booking confirmation must be produced in order to collect your passes.

Ice and Fire act as an agent for SAP, the lift pass office. All passes provided in this manner are non-refundable; non exchangeable and are governed by the lift pass office's own terms and conditions. Ice and Fire reserve the right to alter the lift pass prices after you have made your booking if these are altered by the lift pass office. The lift pass office's decision in all matters relating to their use is final.

## **17. Consumer Protection**

In compliance with the UK Package Travel, Package Holidays and Package Tours Regulations 1992 an insurance policy has been arranged with Travel & General Insurance Company plc, authorised and regulated by the Financial Services Authority, to protect customers' prepayments in the unlikely event of our financial failure and paid in respect of:

- non-flight inclusive packages commencing and returning to the UK
- the ground handling aspects of packages where the customer is responsible for arranging travel to the destination

offered in this brochure/literature/document/on this website (subject to the terms of the insurance policy), for:

- a refund of such prepayments if customers have not yet travelled, or
- making arrangements to enable the holiday to continue if customers have already travelled

Customers' prepayments are protected by a top policy. In the unlikely event of financial failure please contact the claims helpline on 0870 0137 965. A copy of the policy is available on request.

## **18. Privacy**

We do not share customer details with any 3rd parties without your express consent, and then only in order to facilitate the booking of 3<sup>rd</sup> party services such as ski school. We do not store credit card details.

Your continued custom is important to us, but we recognise that your privacy is even more important to you. We would like to keep you up to date with late availability, offers and ski related news which we feel may be of interest. If you do not want to receive such information, please inform us in writing by e-mailing [Heather@ice-fire.co.uk](mailto:Heather@ice-fire.co.uk) or by sending a letter to one of our postal addresses.

## **19. Jurisdiction**

These terms and conditions and the contract to which they apply are governed in all respect by English law and as such shall be subject to the exclusive jurisdiction of the courts of England and Wales.