

Ice and Fire Ski and Snowboard Holidays

Booking Terms and Conditions

1 These terms

1.1 **What these terms cover.** These terms and conditions apply to your booking of our chalet accommodation and related services. Your booking, and these terms and conditions, are subject to the “Flexible Booking Policy” section of our Covid-19 Guarantee [[Ice and Fire Covid holiday guarantee](#)] which applies and takes priority over any relevant provisions in these terms and conditions.

1.2 **Why you should read them.** Please read these terms carefully. These terms tell you who we are, how we will provide our chalet accommodation and related services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

1.3 **Your travel insurance obligations.** Please note in particular your insurance obligations set out in clause 11. In the event that we are unable to fulfil your booking due to unavoidable or extraordinary circumstances (as described in clause 11.2) you will not be entitled to a refund of any Chalet Fees or booking deposit. You must ensure that you have suitable travel insurance in place so that you are not left out of pocket in such circumstances. We strongly recommend purchasing travel insurance AS SOON AS you make your booking with us.

2 Information about us and how to contact us

2.1 **Who we are.** We are Ice and Fire Ski and Snowboard Holidays Ltd a company registered in England and Wales. Our Company registration number is 7191863 and our registered offices is The Bristol Office, 2nd Floor, 5 High Street, Westbury-on-Trym, Bristol, BS9 3BY.

2.2 **Our website.** Our website is available at www.ice-fire.co.uk .

2.3 **How to contact us.** You can contact us by telephoning our customer service team at 0044 1172 510 103 or 0033 7 77 75 05 76 or by writing to us at sales@ice-fire.co.uk.

2.4 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us in your Booking Reservation.

2.5 “Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

3 Booking process and contract formation

3.1 You can use our Website to initiate a booking and hold a chalet for 5 days prior to paying a deposit. You can call up at 0044 1172 510 103 or 0033 7 77750576 or email Sales@ice-fire.co.uk to make a reservation.

3.2 Once we have received your Booking Enquiry we may contact you (either by phone or email) for further information relating to your Booking Enquiry.

3.3 We will then will let you know (either by phone or email) what options are available including whether your preferred chalet(s) is (or are) available on your preferred dates, the applicable chalet fees for your stay, and whether we can accommodate any special requests made by you.

3.4 Where you wish to proceed with one of the options notified to you by us, you must complete a booking reservation (“**Booking Reservation**”) and (to the extent that the information was not provided in your Booking Enquiry) provide us with such information as we request including your telephone number and email address and the full name, address and date of birth for you and everyone who will be staying at the Chalet(s) (each your “**Guest**”). We require that you are least 18 years of age to make a Booking Reservation..

3.5 You will be responsible for your Guests and shall procure the Guests’ compliance at all times with these terms and conditions.

3.6 In the event a Guest breaches any of the provisions set out in these terms and conditions, then without prejudice to our rights to bring a claim against the defaulting Guest, such a breach will for the purpose of these terms and conditions will be considered a breach by you.

3.7 Our acceptance of your Booking Reservation will only take place when:

3.7.1 we email you our booking confirmation email (“**Booking Confirmation**”) which may amongst other things confirm:

3.7.1.1 the Chalet address and location (the “**Chalet(s)**”);

3.7.1.2 the dates of your stay;

3.7.1.3 the Chalet fees (including the non-refundable deposit payable) (the “**Chalet Fees**”);

3.7.1.4 a link to these terms and conditions;

3.7.1.5 log-in details to the secure payment page to pay the relevant deposit and/or other fees applicable; AND

3.7.2 you have paid the relevant deposit (if booked more than 10 weeks in advance of your stay with us – see clause 5.2 below) or the full amount of Chalet Fees (if booked less than 10 weeks in advance of your stay with us – see clause 5.3 below).

4 Provision of Information by you

4.1 We may require certain information from you as part of the booking process and leading up to, during and after your stay. You agree that you will promptly provide us with all such information that we may require and that it will be accurate, truthful, complete and up-to-date. Furthermore you agree to notify us immediately if there are any changes to such information, including changes to the information contained in your Booking Reservation.

5 Chalet Fees and payment

5.1 A non-refundable deposit of £200 per Guest is required at the time of booking in accordance with the Booking Confirmation (or such other amount as may be indicated in the Booking Confirmation).

5.2 Subject to clause 5.3, the final balance of the Chalet Fees are due 10 weeks prior to your stay with us commencing. We will send you an email reminding you at the balance is due. If final payment has not been received by this date, we reserve the right to cancel your contract with us and the deposit already paid by you shall not be refunded.

5.3 Should the Booking Reservation be made within 10 weeks of your stay with us commencing, the full amount of the Chalet Fees are payable at the time of booking in accordance with the Booking Confirmation.

5.4 We only accept payment of the Chalet Fees by bank transfer or by debit card or credit card payments via our secure online payment page as notified to you.

5.5 We require that any user of a personal credit card or debit card should be at least 18 years of age and have the permission of the cardholder.

5.6 You must pay the Chalet Fees in the currency we notify you of in the Booking Confirmation, or such other currency we agree with you in writing.

6 Security deposit

6.1 In some instances, including without limitation Stag/Hen groups, we may (where we consider it appropriate in our sole discretion) require a cash security deposit for use of the Chalet(s) and any other Ice and Fire Chalets property (including bed linen, transport vehicles, ski rental and anything else associated with your stay) (together the

“Ice and Fire Property”) against any loss or damage caused to such property during your stay.

6.2 If such a security deposit is required, details of it (including amount and payment details) shall be made to you in writing at least 1 week prior to your arrival date. If you or any Guest causes any loss or damage to any Ice and Fire Property (in whole or in part) during your stay, we shall be entitled to apply the security deposit against such loss or damage as set out in clause 6.3 and recover any additional amounts from you as set out in clause 6.4.

6.3 At the end of your stay we shall inspect all of the Ice and Fire Property used by you during your stay and either:

6.3.1 refund the security deposit in full to you on check-out if we consider (in its sole discretion) the Ice and Fire Property has not suffered any loss or damage during your stay; or

6.3.2 deduct from the security deposit an amount (up to the whole amount of the security deposit) for any loss or damage that we consider (in our sole discretion) that the Ice and Fire Property has suffered during the stay. We shall on check-out refund to you the balance (if any) of the security deposit.

6.4 If:

6.4.1 we return the security deposit to you and subsequently discover that you or your Guests have caused loss or damage to the Ice and Fire Property; or

6.4.2 the security deposit does not cover the full value of the loss or damage caused to the Ice and Fire Property by you or your Guests,

we shall be entitled to recover the full value of such loss or damage from you and you shall pay such amount to us upon demand.

7 Website information

7.1 We take reasonable skill and care to ensure that the information concerning our Chalet(s) and other Ice and Fire Property is accurate, complete and up to date. However, we do not make any representations regarding the accuracy of the information relating to the resort and surrounding area since changes can occur at any time outside our control.

7.2 The images of our Chalets on our website are for illustrative purposes only. We have made every effort to display the Chalets accurately.

8 Our chalet accommodation and related services

8.1 We shall provide our chalet accommodation and all related services with reasonable skill and care.

8.2 If you or any of your Guests have any dietary requirements or allergies please let us know in advance of your stay in writing by putting this on the booking system as soon as possible (and in any event no later than 2 weeks before your stay) so that we can let you know whether such requirements can be accommodated by us or not.

8.3 On the day of your scheduled arrival with us, your room will be available after 4pm. If you arrive earlier you are welcome to leave your luggage with us whilst you pop into town for a coffee or lunch. The same conditions apply to self-drive guests. You will not have any access to the Chalet before these times so if arriving early please bear this in mind.

8.4 On departure day you must vacate your Chalet by 10:00am. If requested by you and agreed by us, we may provide storage facilities for luggage on departure day however you will not be permitted to enter the Chalet after 10:00am (other than to collect your luggage from the storage facilities at an agreed time) in order to avoid compromising the experience of the imminently departing or recently arrived guests. If you are planning to ski on your last day we cannot provide a room to shower or change in or any access to the premises as the Chalet(s) will have been cleaned ready for new guests who could arrive at 4pm.

9 Your general obligations relating to our chalet accommodation and related services

9.1 **Behaviour.** You and all of your Guests are expected to behave in an orderly and acceptable manner. Should your behaviour threaten the condition of the accommodation or impair the enjoyment of other guests to an extent that may compromise our reputation or the chances of said guests returning to us in the future, we reserve the right to terminate our contract with you. You will also be liable for the cost of any damage so caused as well as any other costs incurred as a result of such behaviour.

9.2 **No smoking.** We operate a strictly no smoking policy in all our vehicles and inside our Chalet(s). If you or any Guest wish to smoke they must do so outside of the property in designated smoking areas and dispose of any waste in the appropriate receptacles.

9.3 **Pets.** You are not permitted to allow pets (or any other animals) into the Chalet(s). without our prior written approval. If you wish to bring your pet with you to the Chalet(s), please contact us.

9.4 **Outdoor Shoes.** It is important that, for your comfort, a pair of slippers or indoor shoes are included in your packing as outdoor shoes are strictly forbidden inside the Chalet(s). Please also bring suitable footwear for walking in snowy/wet conditions.

9.5 **Safety and security.** It is your responsibility to ensure that all entrance and exits to the Chalet(s) you are staying in are suitably secured and locked each time you leave the Chalet(s). You and your Guests are responsible for the safety of your own personal possessions, documents and equipment. Any such items left in our Chalet(s) is

done so at your own risk and we shall not be responsible if they are lost or stolen and you shall ensure that you have suitable travel insurance in place to cover such items.

9.6 **Children.** Unless otherwise agreed by us in writing, there must be at least one adult (aged 18 or over) for every four children (aged under 18) staying in any Chalet. No matter how much care is taken, our Chalet(s) are not childproof. If you have children with you it is your responsibility to ensure their children are supervised at all times

10 Transfers

10.1 We can help arrange transfers through a third party transfer company .

11 Travel Insurance and unavoidable or extraordinary circumstances

11.1 **Unavoidable or extraordinary circumstances.** We will not be obliged to refund any Chalet Fees or booking deposit or pay any compensation or other amount to you or your Guests if we are unable to fulfil your booking (or any part of it) or otherwise perform our contract with you (or any part of it) as a result of any unavoidable or extraordinary circumstances (as described in clause 11.2). You should ensure that you have suitable travel insurance in place to cover such circumstances.

11.2 In these terms and conditions “**unavoidable or extraordinary circumstances**” means any situation which is beyond our reasonable control, the consequences of which could not have been avoided even if we had taken all reasonable measures. Such situations will include (whether actual or threatened) war, riot, civil unrest, terrorist activity, industrial dispute, natural disasters, volcanic activity, adverse weather conditions, fire, flood, avalanche, pandemic, epidemic, closures, restrictions or travel advice imposed or issued by any regulatory authority or other third party.

11.3 **Travel Insurance.** You and your Guests must purchase robust travel insurance (including winter sports cover) as soon as you book your holiday (and in any event within 1 week after making your booking). This must include (without limitation):

11.3.1 cover for you or your Guests in the event that you need to cancel your holiday or if your booking cannot be fulfilled by us due to unavoidable or extraordinary circumstances;

11.3.2 medical expenses and personal liability cover for you and your Guests (including mountainside rescue and repatriation to your home country);

11.3.4 cover to protect your possessions including baggage and ski equipment;

11.3.5 cover to protect loss or damage to any ski, snowboard or mountaineering equipment you may rent.

11.4 You must ensure that you have read your insurance policy details carefully and take them with you on your holiday. It is your responsibility to ensure that the insurance

cover you and your Guests purchase is suitable and adequate for your particular needs, including all winter sports / activities which you may wish to take part in.

11.5 We may request to see a copy of your travel insurance policy. If we make such a request, you agree to present to us as soon as possible (and in any event within 2 days of our request) a copy of your travel insurance policy.

11.6 In the unlikely event that we are unable to fulfil your booking or otherwise perform our contract with you as a result of any unavoidable or extraordinary circumstances, you agree that you and your Guests will first seek to claim off your travel insurance policy for any Chalet Fees and deposit paid by you and you will not seek to make any other claim unless you have first made a claim under your travel insurance policy.

12 Your rights to make changes and cancellation

12.1 If you would like to make any change to your booking as set out in the Booking Confirmation, please contact us. We will try to make the changes requested by you, however, we cannot commit to being able to make any changes once your Booking Reservation has been accepted by us. For changes that involve moving a booking to a future ski season the £200 deposit on the original booking will be retained to cover costs already incurred and future costs we have committed to.

12.2 If you wish to cancel your Booking Reservation which has been accepted by us for any reason (excluding the reason set out in clause 12.3) you may do so by contacting us. Your cancellation will only be effective when it is received by us. As we incur costs from the time we confirm your Booking Reservation, cancellation charges will be payable. The amount of the cancellation charge will increase as your arrival date gets closer and will be calculated as follows:

Period before your arrival date when your cancellation is received by us	Cancellation charge (being a % of the total Chalet Fees (including the booking deposit))
70 days or more	Booking deposit only
69 days to 43 days	50%
42 days or less	100%

12.3 If you are cancelling your Booking Reservation which has been accepted by us because of something we have done wrong you must contact us immediately. If our breach is not capable of remedy, or we are unable to remedy what we have done wrong within a reasonable period of time, we will reimburse you for the damage caused up to the sum you have paid to us.

12.4 Please note that if you contact us outside of our normal office hours of Monday – Friday (9am – 5pm) your request will only be classed to have been received on the next working day.

12.5 Depending on the reason for cancellation, you may be able to reclaim the cancellation charges (less any applicable excess) under the terms of your travel insurance policy. Claims must be made directly to your insurance company.

12.6 **Consumer rights and Package Travel Regulations.** Please note that the provision of our Chalet accommodation and related services do not form a 'package' for the purposes of the Package Travel Regulations and the consumer regulations which give consumers the right to cancel online contracts within 14 days do not apply to the provision of our Chalet accommodation. For more information on consumer rights, visit the Citizens Advice website (www.citizensadvice.org.uk).

13 Our rights to makes changes and cancellation

13.1 In the unlikely event that the Chalet(s) becomes unavailable on the dates of your stay set out in the Booking Confirmation due to unavoidable or extraordinary circumstances we will let you know as soon as possible. In such circumstances clause 11 will apply and we will not be required to pay you a refund or offer alternative dates and you shall ensure that you have suitable travel insurance in place to cover you for cancellations in such circumstances.

13.2 We will be entitled to end any Booking Reservation accepted by us immediately in the event where:

13.2.1 you fail to pay any sums when they fall due under these terms and conditions; or

13.2.2 you (or any Guest(s)) otherwise breach any of these terms and conditions.

If we do, we shall notify you in writing and we will be entitled to keep all money paid by you to us. If your stay has already commenced:

13.2.3 you will vacate the Chalet(s) immediately; and

13.2.4 you will procure that any Guest will vacate the Chalet(s) immediately.

14 Our responsibility for loss or damage suffered by you

14.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms (other than as a result of unavoidable or extraordinary circumstances), we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process.

14.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

14.3 **When we are liable for damage to your property.** We will make good any damage to your property caused by us. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property.

15 How we may use your personal information

We will only use your personal information as set out in our privacy policy as shown on our website.

16 Complaints

Any complaints should be made clear to chalet staff as soon as possible, preferably in resort, or in writing to johanna@ice-fire.co.uk no later than 14 days after your stay with us.

17 Other important terms

17.1 **We may transfer our agreement with you to someone else.** We may transfer our rights and obligations under these terms to another organisation.

17.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

17.3 **Nobody else has any rights under our agreement with you.** The agreement reached between us is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

17.4 **If a court finds part of these terms illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.5 **Even if we delay in enforcing our rights under these terms, we can still enforce them later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

17.6 Which laws apply to these terms and where you may bring legal proceedings.
These terms are governed by English law and you can bring legal proceedings in respect of these terms and our contract with you in the English courts.

Our Previous Terms & Conditions which apply to bookings made prior to 1st August 2020 are available on demand by email sales@ice-fire.co.uk.