

# Hip Hideouts

## Booking Terms and Conditions.

In these Booking Conditions:

**The Client** means all persons included in the booking (represented by the Party Leader and named on the Booking Form within ten weeks of departure) including anyone who is added or substituted at a later date (referred to as the *Client* or *you* or *your*).

**Hip Hideouts** means Hip Hideouts Ltd a company registered in England and Wales (Company No: 07592981) of 48 Vanguard House, 70 Martello Street, London E8 3QQ (referred to as *Hip Hideouts*, *we*, *us* and *our*).

These Terms and Conditions have been designed to provide Clients with all the relevant information required to facilitate the booking process. We are always happy to go through any questions you may have on the telephone on +44 (0)7793 451 392 or in writing by e-mail addressed to [reservation@hiphideouts.com](mailto:reservation@hiphideouts.com).

### 1. Quotation

- 1.1. All prices published or quoted are in Pounds Sterling (GBP). Any quote given in Euros will be based on the daily exchange rate and may be subject to change on confirmation of the booking by Hip Hideouts. All written quotations are valid for a period of fourteen days from the date of issue. Errors in costing are extremely rare, but should there be an obviously incorrect price, we will issue a new quotation and we will not be bound by the incorrect amount quoted.
- 1.2. Although every effort is taken to ensure prices are accurate at the time of publication, price fluctuations due to circumstances outside of our control can occur and due to the unique nature of our services, prices may change prior to contracting.

### 2. Contract & Deposit

- 2.1. You must read these booking conditions carefully before booking your holiday with Hip Hideouts. The person who makes the booking on behalf of the Client (the **Party Leader**) accepts the booking conditions on behalf of all persons within the Client party. It is the Party Leader's responsibility to bring these booking conditions to the attention of all persons included in the booking.
- 2.2. No contract will exist between Hip Hideouts and the Client until Hip Hideouts has received: a non-refundable deposit payment or full payment of the total holiday cost (as applicable) and Hip Hideouts has issued you with a confirmation invoice (see clause 3 below).
- 2.3. When you receive your confirmation invoice, please check all the details carefully to ensure that they are correct, as the confirmation invoice, together with these booking conditions form the contract between us. If there are any discrepancies in the confirmation invoice, please bring these to our attention within 7 days of issue, otherwise we will assume that the details shown are correct and amendment charges may be levied where changes are subsequently necessary.

### 3. Confirmation and Payment

- 3.1. A non-refundable deposit of 25% of the total holiday cost is required at the time of booking. A confirmation invoice will not be issued unless the non-refundable

deposit has been received. The balance, along with any additional agreed extras, will be invoiced ten weeks prior to your departure date (**Balance Payment Date**). If you are booking within ten weeks of your departure date, payment in full will be required at the time of booking.

- 3.2. The Party Leader will be liable for full payment for all persons in the Client party and for any other persons added or substituted at a later date. If payment has not been received by Hip Hideouts by the Balance Payment Date, we will have the right to cancel the booking, retain the deposit paid and levy cancellation charges (see clause 7 below). In these circumstances, Hip Hideouts reserve the right to re-sell the holiday without notice.
- 3.3. All payments must be made payable to Hip Hideouts and can be made by bank transfer or credit/debit card (credit cards payments will be subject to a 3.0% surcharge, American Express 4.0% surcharge).
- 3.4. Failure to pay any amount due to Hip Hideouts upon request will constitute a breach of contract, which will entitle Hip Hideouts to cancel your holiday. In such circumstances, the relevant cancellation charges set out in clause 7 will apply.

### 4. Booking Form

It is a requirement of Hip Hideouts that you return a completed booking form ten weeks prior to your departure with details of all members in your party. It is important that the booking form is completed in full with all the required information in your party.

### 5. Amendments to the booking by you

- 5.1. You may request alterations to your booking and proposed itinerary at any time prior to your departure. Please submit all requests to Hip Hideouts in writing and we will do our utmost to accommodate your requests. However, such requests shall not be taken to form part of the contract between you and Hip Hideouts until acceptance of the alteration has been confirmed in writing by Hip Hideouts and any difference in price has been paid by you.
- 5.2. It should be noted that all requests are subject to availability at all times and may also be subject to a fee, which, if applicable, will be confirmed by Hip Hideouts in writing. Subject to availability, Hip Hideouts will not charge for date changes requested for the same winter or summer season where these are requested and can be accommodated more than ten weeks prior to departure. Where the price of the holiday on the new date is higher than the original price, the Client will need to pay the price difference before the booking alteration can be confirmed by Hip Hideouts.
- 5.3. A change of dates to a future winter season or within ten weeks of departure will be deemed a full cancellation and the cancellation charges outlined in clause 7 will apply.

### 6. Amendments to the booking by Hip Hideouts

- 6.1. If we are obliged to make a significant change to your holiday, or if we cancel the holiday within ten weeks of the original departure date you may choose to either:-
  - Accept the new holiday arrangement offered by us, or
  - Purchase a replacement holiday from us at the current selling price, or
  - Cancel your holiday and receive a full refund.
- 6.2. You must notify us of your choice within seven days of our offer of alternative holiday arrangements. If you do not, we will assume your acceptance of the new holiday

arrangement.

## **7 Cancellation of the booking**

### **7.1 Client Cancellation:**

**7.1.1** The Party Leader must confirm any cancellation by the Client in writing. The date on which written notification is received by Hip Hideouts will determine the level of cancellation charges applicable. The cancellation charges are expressed as a percentage of the total holiday cost.

**7.1.2** Please note many travel insurance policies cover the eventuality of having to cancel a holiday in certain circumstances so please check your own travel insurance policy when booking for details and check with your insurance provider that their terms are sufficient to cover your booking.

**7.1.3** The cancellation charges are as follows:-

| <b>Days Prior to Departure</b> | <b>Cancellation charges (Percentage of total cost)</b> |
|--------------------------------|--|
| More than 70 days              | 25% (i.e. loss of deposit)                             |
| 69 to 45 days                  | 50%  |
| 44 – 15 days                   | 75%  |
| 14 days or less                | 100%   |

Refunds (following deduction of the cancellation charges) will be made to the Client where the full balance as been paid otherwise Hip Hideouts is entitled to recover the outstanding balance from you.

### **7.2 Cancellation by Hip Hideouts.**

**7.2.1** In the unlikely event that Hip Hideouts is obliged to cancel your booking for any reason (other than in the circumstances outlined in clause 7.2.2) we will endeavour to make alternative arrangements or offer a full and prompt refund. For the avoidance of doubt, in the case of Hip Hideouts cancelling a booking Hip Hideouts will only be liable to refund monies already paid to Hip Hideouts by you.

**7.2.2** Hip Hideouts will not be in breach of contract or liable for a refund where any failure to perform any of its obligations under these booking conditions results from events, circumstances or causes beyond our reasonable control including but not limited to acts of God, war or threat of war, riots, civil strife, terrorist activity, industrial dispute, acts of government, natural or nuclear disaster, adverse weather conditions, fire, closure of ports and airports or similar events.

## **8 The Chalets**

**8.1** On booking a property with Hip Hideouts the property cannot be shared, assigned or sublet and only the named persons shown on the booking form are permitted to stay in the property for the duration on the dates contracted to on signed booking form. Under no circumstances may the total occupancy exceed the capacity advertised.

**8.2** Children [16 or under per French law] must be supervised whilst using chalet facilities. It is the sole responsibility of the Client to supervise children in and around the chalet. Swim, spa, jacuzzi and sauna and steam facilities (spa facilities) are available in some of our chalets. Client use of spa facilities is entirely at their own risk.

**8.3** Children are welcome to use spa facilities where this is expressly permitted in the particular chalet. Please observe notices in the chalet regarding permitted use and take care to comply with any safety

recommendations. Children must be supervised by an adult in the Client's party when using spa facilities.

**8.4** Hip Hideouts accepts no responsibility for accidents and or injuries that may occur whilst using any spa facilities including accidents related to ice and snow formation around the spa facilities. Clients are advised to take extra care when exiting or entering outdoor spa facilities in sub-zero temperatures.

## **9 Security Deposit**

**9.1** Hip Hideouts reserves the right to ask you for a security deposit to cover any additional costs incurred in resort or damage caused to property. Where this is requested it must be authorised from a credit card two weeks prior to your departure to resort and will be cancelled at the latest two weeks after your stay with us (minus any costs incurred).

**9.2** Cancellation of your credit card authorisation may be delayed if the costs of any repair have to be determined.

**9.3** You will be liable for any breakages or damage to the property or adjacent properties during your stay caused by you or any member of your party, your employees or visitors to the property. These costs will be deducted from the security deposit. If the damage is greater than the amount of the security deposit, or if no security deposit has been arranged, you must immediately pay the costs to Hip Hideouts, the amount of which will be advised to you.

## **10 Hip Hideouts' Responsibilities**

**10.1** Hip Hideouts only accepts responsibility for any negligent act or omission of our employees, whilst acting within the scope of their employment in the provision of your holiday (except where death or personal injury results see clause 10.2 below). The maximum liability of Hip Hideouts in relation to such acts and/or omissions shall be limited to the total cost of your holiday and in no circumstances shall Hip Hideouts be liable for any special, indirect or consequential loss or damage.

**10.2** Hip Hideouts only accepts responsibility should you suffer death or personal injury as a result of any negligent act or omission of our employees, whilst acting within the scope of their employment in the provision of your holiday, except where the cause of such death or personal injuries are due to:

- your acts or omissions or those of a third party not connected with the provision of your holiday;
- an event which could not have been foreseen or forestalled even when exercising all due care.

Acceptance of this liability is however conditional upon you notifying us of any claim in writing within 28 days of your return from holiday.

**10.3** Clients must act with care at all times since the temperature and weather conditions do not always guarantee that ice and snow can instantly be removed from all areas around the chalets – we accept no liability for accidents/injuries occurring under such circumstances.

**10.4** The risk of skiing holidays being adversely affected by weather conditions has to be accepted. Hip Hideouts shall not be liable for any loss, delay or costs connected with, or arising out of, adverse weather conditions, including blocked roads, missed flights and airline delays. If, as a result of force majeure, you miss your return departure and extra accommodation or alternative travel arrangements are required, we will not be responsible for this cost.

**10.5** Clients are responsible at all times for their own

- personal documents, for their baggage, belongings and ski equipment whether hired or not.
- 10.6** We will try to meet any special requests but cannot guarantee to do so. Please note that special requests do not form part of our contractual agreement and we will have no liability if they were not met.
- 10.7** We will have no liability for excursions or services such as ski lessons or guiding provided by Third Party Suppliers, even where such excursions or services are arranged by our representatives or with a supplier recommended by us.
- 11 Client responsibilities**
- 11.1** The Party Leader agrees to guarantee payment for any chargeable services requested by any member of the booking party both before and during the holiday.
- 11.2** It is the condition of every booking that each member of your party is covered by personal holiday insurance, and that the policy covers you adequately for winter sports, third party risks and costs incurred from damage to property or adjacent properties during your stay caused by you or any member of your party, your employees or your visitors to the property.
- 11.3** Hip Hideouts shall be entitled to recover from you the cost of any damage caused by you or a member of your party.
- 11.4** We would like to remind our guests that all of our chalets are exclusively Non Smoking, both for guest comfort and in line with the French law.
- 12 Resolving Problems**
- 12.1** We want your holiday to be as enjoyable as possible, but occasionally even the best-laid plans can go wrong. In the unlikely event of there being something not to your liking whilst on holiday, we aim to resolve it as quickly and amicably as possible. You must report it immediately, thereby giving us the opportunity to remedy the problem.
- 12.2** We do not issue refunds in resort as we feel it is important that all the relevant information is gathered in fairness to all involved. Our representatives are not authorised to promise or make payments or to vary the terms or conditions.
- 12.3** In the unlikely event that you are unhappy with any aspect of your holiday, you must address your complaint immediately to the Chalet Manager. If for any reason the problem cannot be resolved locally you must inform Hip Hideouts in writing of your complaint within 14 days of return so that the complaint may be investigated fully.
- 12.4** No action can be taken or liability accepted for any complaints received after this period.
- 13 Travel**
- 13.1** Please inform Hip Hideouts of the flight arrangements for your party at least four weeks prior to departure, requesting any transfers you might need.
- 13.2** Hip Hideouts cannot accept responsibility for guests missing flights for any reason and no credit or refund will be given if you fail to take up a component of your holiday as a result.
- 13.3** Hip Hideouts is not responsible for any flight delays but wherever possible will endeavour to provide any previously booked resort transfers.
- 14 Arrival and Departure**
- 14.1** On arrival, the chalets will normally be ready to be accessed from 16:00. If you are arriving prior to this, we will endeavour to get them ready for an earlier time – but this cannot be guaranteed.
- 14.2** On departure, check-out is normally at 10:00 but, again, we will try to accommodate late departures within reason.
- 15 General Information**
- 15.1** We are happy to cater for any special diets or vegetarian meals where possible, although the availability of specialist ingredients and foods locally may prevent us. Please ensure any such requests are made on your booking form. It is your responsibility to provide written details of any allergies suffered by any member of your group.
- 15.2** We cannot guarantee continuous and uninterrupted internet connection in our chalets due to technical circumstances which may be beyond our control.
- 15.3** We have a number of cots and highchairs and these must be booked in advance. Please check these requests have been recorded on your booking form.
- 15.4** Staff have one day off every week. On this day, a cold buffet breakfasts will be available. In the evening you are free to try a local restaurant, which your Chalet Manager will be happy to book on your behalf. On this day there will be a limited driving service.
- 15.5** 'Taxe de Sejour' is levied by all French resorts and this is included in your holiday price.
- 16 End of Week Payments**
- 16.1** Upon request, Hip Hideouts will make purchases on your behalf both before and during your holiday. To enable Hip Hideouts to do so, a credit card shall be requested as a guarantee and any such purchases shall be paid in full prior to departure from your holiday property.
- 16.2** Your end of week bill will be shown in Euros. Cash, Visa and MasterCard payments in resort will be processed in Euros only. A charge of 3.5% is levied on all in-resort credit card payments to cover the credit card charges; no charges are levied on debit card payments.
- 17 What is included and what is not included?**
- 17.1 Included:**
- Exclusive use of chalet accommodation, unless explicitly agreed at time of booking
  - Breakfast from 8am, with a cooked option (six days)
  - Afternoon tea, coffee & cakes from 4pm (six days)
  - Champagne and canapés reception on the first night at or around 7pm (except for self catered and bed & breakfast chalets)
  - Six three-course evening meals including Entrée, Main Course, Desert and/or Cheese followed by tea or coffee accompanied by a selection of fine wines (except for self catered and bed & breakfast chalets)
  - Bathrobes and Toiletries
  - TV and a selection of DVDs
  - WiFi Internet Access
  - Ski Rooms and Boot Driers
- 17.2 Not Included:**
- Travel or transfers to the resort
  - Lift passes
  - Ski and snowboard equipment hire
  - Ski school, guides or lessons
  - Insurance
  - Lunch in or out of the chalets on any day
  - Evening meal on the chalet staff's day off
  - Wine upgrades

- Childcare
- Extra activities such as snow shoes, husky rides, hang-gliding, helicopter experiences e t c

**17.3** Although these items (17.2) are not included, our dedicated staff are available in order to reply to any requests you have and will be happy to assist with organising the above either before or during your stay.

## **18 Services provided by Third Party Suppliers**

**18.1** Where agreed with you we will make bookings for extra services, such as ski hire and ski lessons, on your behalf which will be subject to the terms and conditions laid down by the provider of the service.

**18.2** While we make every effort to only recommend suppliers with a proven track record for service we cannot be held responsible for the services provided. You take full responsibility for satisfying yourself in advance as to the quality of the service and the provider's ability to execute the services.

**18.3** Payments for these extra services can either be paid directly to the suppliers or where you have provided us with your credit care details and with your prior authorisation we can make these bookings on your behalf.

**18.4** Where you have any grievance regarding the standard of service provided by Third Party Suppliers, you must address any grievance to them - approaching the respective provider(s) directly.

## **19 Ski Lessons & Equipment**

**19.1** Equipment, lessons and other additional services are payable locally. We cannot refund in case of bad weather. Supplier's conditions apply.

**19.2** Please note that during peak dates such as Christmas, New Year, half-term and Easter, ski schools become very busy. We therefore strongly advise that you book your lessons in advance on these dates. We will be happy to provide you with the necessary details.

## **20 Insurance**

**20.1** It is a condition of booking with Hip Hideouts that all clients have personal insurance, **as Hip Hideouts does not provide any winter sports or other travel insurance to its Clients.** It is your responsibility to ensure that you and your entire party have relevant and adequate insurance covering: accident, illness or any other mishap, during the entire period of your holiday (including travel to and from resort). We also recommend that you take out adequate insurance to cover your personal possessions.

**20.2** So that we can assist you in the case of an emergency, it is useful for us to have details of your travel insurance policy and please provide details at the time of booking.

## **21 Brochure & Website Accuracy**

**21.1** All reasonable care has been taken to ensure that the descriptions, facts or opinions on our website or in our promotional material are correct to the best of our knowledge.

**21.2** Opinions expressed are personal to the authors and photographs only relate to a specific destination when specifically captioned. You should bear in mind that in relation to the information given about the resorts and certain facilities available within resort, we cannot guarantee accuracy at all times or that any particular activity will take place as these services are not under our control.

**21.3** Facilities such as lifts, shuttle bus services, ice rinks and

swimming pools may not be operational at the beginning or the end of the season. This may be due to factors such as weather or the number of tourists in resort. These decisions are often made on the spot by their operators and we are not always informed. Where we do know we will do our utmost to let you know.

**21.4** All information we supply regarding Third Party Suppliers has been supplied to us by them, and we cannot warrant that it is complete or up to date.

## **22 Data Protection**

**22.1** We are committed to protecting your privacy. We may disclose your details such as name contact details, travel preferences and special needs/diets that you have supplied to us in relation to yourself and your travelling companions to our suppliers for the purposes of fulfilling their obligations.

**22.2** We do not sell any information or our mailing list to any other organisations. Please note that security regulations may require us to provide government agencies access to data you disclose to us.

**22.3** We would like to keep you up to date with late availability, offers and other resort related news items which we feel may be of interest. If you do not wish to receive such information, please unsubscribe from the newsletter emails or write to us at our registered office address.

## **23 Governing Law and jurisdiction**

These booking conditions and any matters arising from them are subject to and governed by English Law and are subject to the jurisdiction of the English Courts. ALL correspondence must be sent to [reservation@hiphideouts.com](mailto:reservation@hiphideouts.com).