

Hip Hideouts

Terms and Conditions.

In these Terms and Conditions:

The Client means all persons named on the Booking Form (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 and SARL Hip Hideouts of Chalet Sarire; Le Fornet; 73150; Val d'Isère, France (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.

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. Quoting errors are extremely rare, but should there be an obvious error in a quote, 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 terms and 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 terms and conditions on behalf of all persons within the Client party. Please note that a contract for young persons cannot be made unless at least one member of the party is 18 years or over and is the Party Leader.
- 2.2. When booking with Hip Hideouts the Party Leader: guarantees that he/she has the authority to accept and accepts on behalf of the party the terms and conditions; confirms that the booking conditions have been brought to the attention of each member of the party; agrees to bring the booking conditions to the attention of anyone who is added or substituted at a later date; and guarantees to pay the full costs of the holidays of all those persons mentioned in the booking and of anyone who is added or substituted at a later date..
- 2.3. 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 booking confirmation (see clause 3 below).
- 2.4. When you receive your booking confirmation email, please check all the details carefully to ensure that they are correct, as the booking confirmation email, booking form, and these terms and conditions form the contract between us. If there are any discrepancies in the booking

confirmation, 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 booking confirmation 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 with Hip Hideouts 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. 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 complete an online booking form with details of all members in your party. It is important that the booking form is completed in full to confirm your booking.

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 your booking 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:-

Days Prior to Departure	to Cancellation charges (Percentage of total cost)
More than 70 days	25% (i.e. loss of deposit)
69 to 45 days	50%
44 – 35 days	75%
34 days or less	100%

Refunds (following deduction of the cancellation charges) will be made to the Client where the full balance has 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 its 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 during the period stated in the booking confirmation. 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.

9 Use of Pools, hot tubs, saunas and spa facilities

9.1 Client use of pools, hot tubs, saunas and any other spa facilities (available in some Hip Hideout properties) is at your own risk and Hip Hideouts accepts no responsibility

for accidents or injuries sustained while using these facilities.

9.2 Please observe notices in the chalets regarding permitted use and take care to comply with any rules and recommendations made.

9.3 It is the sole responsibility of the Client to follow any instructions provided regarding use of such facilities and children must be supervised by an adult in the Client party at all times.

9.4 Clients are advised to take extra care when exiting or entering outdoor spa facilities in sub-zero temperatures.

9.5 Please note that hot tubs are normally out of use for at least one day per week while they are cleaned. Should any leisure facility at our chalets become unavailable for any reason during your stay, we cannot guarantee being able to repair or replace it during your holiday and we do not offer compensation for inconvenience or curtailed use in such an event.

10 Security Deposit

10.1 Hip Hideouts may require payment of 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).

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

10.3 You will be liable for any breakages or damage to the property or adjacent properties during your stay caused by any member of the Client 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.

11 Winter sports equipment hire, snow sports lessons and guiding, lift passes and transfers and taxis

11.1 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.

11.2 Where we make or take a booking from you for winter sports equipment, snow sports lessons or guiding or lift passes we do so as agent for the winter sports equipment provider, snow sports lesson provider or guide or ski lift company. We have no control over the provision of the goods and services provided and we cannot accept any liability for the goods and services provided or for the acts or omissions of the companies or any of their employees or other personnel.

11.3 Where we take a booking from you for taxis or transfers (for example between the resort and the airport) in vehicles which are not leased by us or driven by our drivers we do so as agent for the taxi or transfer company (as applicable). We have no control over the provision of these trips or transfers or the taxi or transfer company and we cannot accept any liability for such trips or transfers or for the acts or omissions of the taxi or transfer company or any of their employees or other personnel.

11.4 Your contract for winter sports equipment hire, snow sports lessons and guiding, lift passes and transfers will be with the relevant supplier and our acceptance of liability in

clause 12 below does not apply to these services which shall be governed by the terms and conditions of the supplier concerned.

11.5 Where you have any grievance regarding the standard of service provided by a third party, you must address any grievance to them - approaching the respective provider(s) directly.

12 Hip Hideouts' Liability to you

12.1 Hip Hideouts endeavours to make sure that the holiday you book with us is supplied and the services performed or provided by us are performed or provided using reasonable skill and care. If any part of your holiday is not provided as promised, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. We accept responsibility for the acts/omissions of our employees or agents, suppliers and subcontractors where they were at the time acting in the course of their employment or carrying out work that we had asked them to do under a contract of agency or supply with Hip Hideouts. In all cases (except where personal injury death, loss and/or damage to luggage or personal possessions results) our liability is limited to the relevant holiday price of the person(s) affected. It is a condition of this acceptance of liability that you notify us of any claim in writing within 28 days of your return from your holiday.

12.2 Hip Hideouts will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- the act(s) and/or omission(s) of the person(s) affected;
- the act(s) and/or omission(s) of a third party unconnected with the provision of the services covered by these terms and conditions which were unforeseeable or unavoidable;
- unusual or unforeseeable circumstances beyond our or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- an event which either Hip Hideouts or our suppliers could not, even with all due care, have foreseen or forestalled.

12.3 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.

12.4 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.

12.5 Clients are responsible at all times for their own personal documents, for their baggage, belongings and ski equipment whether hired or not. Hip Hideouts will not be liable for any loss or damage and Clients must take out adequate insurance.

12.6 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.

13 Client responsibilities

13.1 The Party Leader agrees to guarantee payment for any chargeable services requested by any member of the party both before and during the holiday.

13.2 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.

13.3 Hip Hideouts shall be entitled to recover from you the cost of any damage caused by you or a member of your party.

13.4 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.

13.5 It is imperative that the Party Leader advises Hip Hideouts before arrival of any allergies suffered by any members of the booking party in accordance with clause 14 below.

14 Food Allergies

14.1 We shall exercise reasonable care to avoid specified food and drink ingredients if any allergic reaction concerns or special diets are notified to us and agreed at the time of booking and confirmed in writing at least 14 days prior to the scheduled arrival date at a Hip Hideouts Chalet.

14.2 Unfortunately no food allergy system can ever provide a 100% guarantee against contact with a specified food stuff and items such as eggs, dairy products and nuts are constantly present in our kitchens and dining areas and may be brought into chalets by third parties leading to contact with an allergic person.

14.3 Extreme Food Allergies: if someone in your party suffers from a food allergy that 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) you must advise us in writing of the severe nature of the allergy at the time of booking so that we can discuss the risks with you and confirm whether you wish to proceed with your booking. If you fail to advise us of an extreme food allergy at the point of booking or if you proceed with your booking in circumstances where we have explained to you the risks that might be present we will have no liability to you in the event of an incident.

15 Resolving Problems

15.1 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 will aim to resolve it as quickly and amicably as possible. You must report it immediately, thereby giving us the opportunity to remedy the problem.

15.2 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 whilst you are in resort and you remain dissatisfied you must inform Hip Hideouts in writing of your complaint within 28 days of return so that the complaint may be investigated fully.

15.3 No action can be taken or liability accepted for any complaints received outside the 28 day period.

16 Travel

16.1 Please inform Hip Hideouts of the flight arrangements for your party at least four weeks prior to departure,

- requesting any transfers you might need.
- 16.2** 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.
- 16.3** Hip Hideouts is not responsible for any flight delays but wherever possible will endeavour to provide any previously booked resort transfers.
- 17 Arrival and Departure**
- 17.1** 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.
- 17.2** On departure, check-out is normally at 10:00 but, again, we will try to accommodate late departures within reason.
- 18 General Information**
- 18.1** 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.
- 18.2** We cannot guarantee continuous and uninterrupted internet connection or electrical supply in our chalets due to technical circumstances which may be beyond our control.
- 18.3** 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.
- 18.4** 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.
- 18.5** 'Taxe de Sejour' is levied by all French resorts and this is included in your holiday price.
- 19 End of Week Payments**
- 19.1** 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.
- 20 What is included and what is not included?**
- 20.1 Included for all accommodation:**
- Exclusive use of chalet accommodation, unless explicitly agreed at time of booking
 - Bathrobes and Toiletries
 - TV and a selection of DVDs or satellite
 - WiFi Internet Access
 - Ski Rooms and/or storage
- 17.2 Included for fully catered accommodation (six days):**
- Breakfast from 8am, with a cooked option
 - Afternoon tea, coffee & cakes from 4pm
 - Champagne and canapés reception on one night
 - Three-course evening meals including Entrée, Main Course, Desert and/or Cheese followed by tea or coffee accompanied by a selection of fine wine
 - An in-resort driver service is provided from 08:00 to 20:00 for six days. On staff day off this will be available for pre-booked journeys.
- 20.2 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 day off
 - Wine upgrades
 - Childcare
 - Extra activities such as snow shoes, husky rides, hang-gliding, helicopter experiences etc.
- 20.3** Although the items in 20.2 are not included, our dedicated staff are available in order to reply to any requests you have and will be happy to assist you with organising the above either before or during your stay.
- 21 Lessons & Equipment**
- 21.1** Payments for winter sports equipment, lessons and other additional services are payable locally. Suppliers cannot refund in case of bad weather. Supplier's conditions apply.
- 21.2** 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.
- 22 Insurance**
- 22.1** 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.
- 22.2** 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.
- 23 Brochure & Website Accuracy**
- 23.1** 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.
- 23.2** 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.
- 23.3** 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.
- 23.4** All information we supply regarding third party suppliers has been supplied to us by them, and we cannot warrant that such information is complete or up to date.
- 24 Booking, Travel Agents and Packages**
- 24.1** Hip Hideouts Ltd acts as booking agent for SARL Hip Hideouts which will provide your holiday.
- 24.2** If you book your holiday through another booking or travel

agent the booking or travel agent will pass information to Hip Hideouts and we will pass information to the booking or travel agent. The booking or travel agent may also receive payment from you for the holiday. Any information or advice given to you by the booking or travel agent which is not based on information or advice given to them by Hip Hideouts is their responsibility and we do not accept liability if incorrect information is given to you by your travel agent. In such circumstances any requests for compensation or redress should be addressed to your travel agent.

24.3 Your booking with Hip Hideouts does not constitute a package holiday for the purposes of the Package Travel, Package Holidays and Package Tours Regulations 1992 (which exists if you book a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation: (a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package).

25 Data Protection

25.1 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 the party members detailed on the booking form to our suppliers (where you have booked services with them) for the purposes of fulfilling their obligations.

25.2 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.

25.3 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.

26 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.