



## TERMS AND CONDITIONS

### 1.0 AGREEMENT

1.1 The terms and conditions of this document comprise the agreement between Sojourn and all those listed on the booking form, on whose behalf the group leader has signed.

1.2 "The group" refers to all persons booked to stay in the accommodation listed on the booking form and also includes any subsequent changes of names to the original booking.

### 2.0 BOOKING AND DEPOSIT

2.1 Once availability has been confirmed by Sojourn a booking will be held for five working days, pending receipt of the appropriate deposit (£150 per person) and completed booking form.

2.2 Thereafter the booking will be deemed cancelled and Sojourn reserves the right to re-book the week without notification.

2.3 The total amount outstanding on your holiday must be paid eight weeks from departure therefore if you have booked within this limit the full balance will be payable.

2.4 The first name entered on the booking form will be deemed to be Group Leader thus he/she will be personally liable for all monies outstanding from the remainder of the guests.

### 3.0 PRICES

3.1 Unless otherwise confirmed, prices stated are for one week (7 nights) accommodation and include dinner on 6 nights, breakfast on 7 mornings (with a light breakfast on day of departure if departure is earlier than 8am). Prices do not include travel, holiday and medical insurance, ski pass, childcare, equipment hire, ski lessons, lunches and evening meal on chalet host night off.

3.2 Sojourn guarantees the price of the holiday as quoted at the time of booking and reserves the right to increase or decrease the price of unsold holidays at any time.

### 4.0 PAYMENT

4.1 The balance of your holiday will be due eight weeks before departure. If the final balance is not received eight weeks prior to the day the holiday commences we reserve the right to cancel the booking and any deposits paid will be forfeited. Sojourn then reserves the right to re-book the chalet without further notice.

4.2 Every effort will be made to contact the client to remind them of payment dates.

4.3 Preferred payment type is Bank Transfer (any charge for which to be incurred by the client), but please contact us if this is inconvenient for you.

4.4 Late payment of your final bill that incurs any charges or loss of revenue on our part will be added to your balance. This does not affect booking made within the nine weeks of holiday departure.

## 5.0 CANCELLATION BY SOJOURN

5.1 If through circumstances beyond our control Sojourn is forced to cancel your holiday a full refund is payable. This does not include events amounting to Force Majeure (Force Majeure meaning war, political unrest, weather, strikes, acts of God, epidemics, riots, civil strife, industrial disputes, terrorist activity, natural or technical disasters) or unless the client defaults in the payment of the final balance of the holiday cost.

## 6.0 CANCELLATION BY CUSTOMER

6.1 You, or any member of your party, may cancel your holiday at any time providing that the cancellation is made by the person on the booking form in writing.

6.2 Sojourn takes no responsibility for non-delivery or non-receipt of the written cancellation.

6.3 Your deposit will be retained for administration costs and we will apply cancellation charges up to a maximum as follows: More than 56 days: Deposit. 36-55 days: 50% of total. 21-35 days: 75% of total. 20 days or less: 100% of the total.

6.4 Non receipt of the balance of the cost of the holiday will not be taken as notification of cancellation; clients will still be liable for cancellation charges as shown above if they subsequently cancel the holiday.

## 7.0 LIMITATION OF LIABILITY

With the exception of death or personal injury of guests, Sojourn's liability is limited to the invoiced holiday cost and under no circumstances extends to the additional costs incurred by guests in taking the holiday such as travel to and from the resort, pre-booked services, tuition or ski passes.

## 8.0 WHOLE CHALET AND GROUP BOOKING

8.1 The chalet must be taken on an 'exclusive use' basis only (part bookings may only be accepted at the discretion of Sojourn).

8.2 Any empty beds will be charged at full price.

8.3 If for any reason part of the group cancels, the whole chalet booking price still stands and must be paid by the remaining client. If the client does not wish to pay the whole chalet price the chalet booking will be deemed cancelled and cancellation charges as set out in these terms and conditions will apply for the whole chalet. Sojourn then also reserves the right to re-sell the holiday without further notification.

8.4 Sojourn also reserves the right to have other parties stay in the chalet unless the whole chalet is taken or paid for.

8.5 Unless otherwise agreed the maximum occupancy of the chalet is 10 persons.

8.6 With prior agreement and approval from Sojourn, the arrival and departure of guests is permitted at all times, however housekeeping charges will apply for additional cleaning of rooms throughout the booking term. Additional housekeeping is charged at a rate of 60.00 Euros per room.

## 9.0 RESPONSIBILITY AND BEHAVIOUR

9.1 Sojourn reserve the right to deal with or settle any such claim as we in our absolute discretion think fit. Should any damages occur to the chalet and its contents, including the outdoor furniture, during the stay of the customer Sojourn reserves the right to collect costs from the client by way of instant cash settlement for the said damaged goods.

9.2 All guests should act and behave in such a manner as to not affect or disrupt the enjoyment of other guests in any of the chalets, the local residents or have a negative effect on the reputation of Sojourn.

9.3 Any persons not booked into a Sojourn chalet can only visit guests with prior notification and permission of chalet staff, with chalet staff being present at all times.

9.4 Guests of Sojourn clients should also adhere to the terms and conditions of the chalet.

9.5 The holiday of any client that is in breach of the terms and conditions may have their holiday and Sojourn's responsibility to them terminated immediately.

## 10.0 GUEST COMPLAINTS

Should the client have any complaint with any part of the holiday, they should complain immediately to the chalet staff. No complaints can be accepted for snow conditions, weather, closure of ski lifts and lack of ski companion services caused by injury, sickness or shortage of staff.

## 11.0 THIRD PARTY ACTIVITIES

11.1 Sojourn can assist in sourcing and booking many of the extra services you need when on a winter holiday, these services are subject to the terms and conditions of the individual companies and our help does not constitute an approval and we take no responsibility or liability for the service.

11.2 Any grievance with a third party service should be taken up with the provider and client directly.

## 12.0 LOST AND STOLEN PROPERTY

12.1 In the event that guests lose or leave items in the chalet, no responsibility will be accepted if the property is not recovered or returned.

12.2 Sojourn cannot accept any responsibility for theft either from the chalet or at any other time during your holiday.

12.3 Any client not properly securing the exits and windows after leaving the chalet will be liable to any property taken as a result of that negligence.

## 13.0 ARRIVAL/DEPARTURE TIMES

13.1 The chalet will be available to incoming guests after 3pm on day of arrival, although we will endeavour to have the chalet ready earlier only if previously requested for and agreed by Sojourn.

13.2 The chalet must be vacated on day of departure by 10am unless otherwise agreed with the chalet staff.

## 14.0 OUTDOOR SHOES

14.1 Outdoor shoes and ski boots are strictly forbidden within the chalet.

## 15.0 SMOKING

15.1 For health and safety reasons smoking is strictly prohibited within the chalet.

## 16.0 CHALET SAFETY

16.1 For health and safety reasons, candles may not be lit unless supervised by a member of Sojourn staff.

16.2 Sojourn urges clients to take extra care when walking on the outdoor vicinity of the chalet and does not accept responsibility for slips, trips or break-dancing moves in icy conditions.

16.3 The chalet hot tub can only be used with prior approval of a staff member and while staff are on the premises.

16.4 The hot tub cleanliness is maintained and monitored on a daily basis within strict guidelines. Sojourn or not liable for any infections as a result of guests spending prolonged time bathing. Guests are advised to shower post bathing.

16.5. Sojourn are not responsible for any effects caused by the hot tub if staff guidance is not followed.

16.6 Guests are responsible for their own well being whilst in the hot tub. Sojourn cannot be held responsible for any ill effects caused by prolonged and excessive bathing.

16.7 The hot tub is strictly monitored on a daily basis to ensure the correct levels of chemicals are maintained in line with spa hygiene guidelines. Sojourn is not responsible for any allergic reactions, or ill effects as a result of bathing.

16.8 Care needs to be taken walking to and from the hot tub.

## 17.0 SOJOURN TRANSPORTATION

17.1 Sojourn does not accept any responsibility for injuries incurred by you or a member of your party whilst in transit between the chalet and resort/activities when seat belts are not worn and health and safety advice is not taken.

17.2 Children travelling with Sojourn are the responsibility of the parents or group members. Children requiring car seats must be secured within the appropriate seat. All child seats are the responsibility of the parents and group members.

## 18.0 CHILDREN

18.1 Sojourn will endeavour to ensure the safety of children within the chalet, however we do not accept responsibility for any injuries caused outside of the supervision of their parents or group members. It is the parents' responsibility to ensure their children are supervised at all times.

## 19.0 DIETARY REQUIREMENTS

19.1 Guests must inform Sojourn of any special dietary requirements before their holiday commences.

19.2 While we will do our very best to cater for individual dietary requirements including allergies, we cannot guarantee that all requirements can be met. Sojourn does not accept liability for any allergic reaction including nuts and wheat.

## 20.0 DRINKS

20.1 Hot beverages (tea, coffee, hot chocolate) will be provided upon request from the client.

20.2 Water based soft beverages such as orange squash will be provided upon demand. Fizzy drinks are not included in the price of Sojourn holidays. Fruit juices are not served outside of breakfast

20.3 A very reasonable wine & beer allowance has been calculated within the price of Sojourn holidays. Excessive drinking above this allowance will be charged to the client at a rate of 4.50 Euros per bottle of wine 1.00 Euro per bottle of beer.

20.4 Spirits are not served to guests within the price of Sojourn holidays. Guests are invited to bring their own spirits which may be consumed on the premises.

## 21.0 TRAVEL INSURANCE

21.1 Skiing can be a dangerous pursuit both on and off piste, therefore you MUST be fully insured before partaking in a skiing holiday.

## TERMS OF CONTRACT

The contract is made on the terms of these booking conditions, governed by English Law. Both parties shall submit to the jurisdiction of English Courts at all times.