



## BOOKING CONDITIONS

The following booking conditions form the basis of your contract with Kaluma Travel Limited, Cedar Court, 5 College Street, Petersfield, Hampshire, GU31 4AE, company number **04783110**.

Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and understand all booking conditions and agree to them.

In these booking conditions:

- “principal” is the other party to your contract. For hotel bookings the principal will be the hotel, for chalet bookings Kaluma Travel will be the principal.
- “agent” means someone who sells or offers for sale arrangements to be provided by the principal.
- “holiday”, “booking” or “arrangements” mean such holiday arrangements.
- “you” and “your” means all persons named on the booking (including the party leader and anyone who is added or substituted at a later date) or any of them as the context requires.
- “Kaluma Travel”, “we”, “us” and “our” means Kaluma Travel Limited.
- “departure” means the start date of the arrangements which have been contracted.

**Section A** of these booking conditions applies to all holiday arrangements which you book with or through us in the UK (including where we act as principal) and which we agree to book, make, provide or perform as applicable.

**Section B** of these booking conditions only applies to chalet bookings where we act as principal.

In the event of any conflict or difference between Sections A and B, the relevant provision(s) of Section B will apply.

Where we are acting as agent for the hotel (the principal) your contract for the arrangements you have booked will be with them and their booking conditions will apply to that booking. Your contract for the holiday arrangements will not be with Kaluma Travel except as stated in Section B below.

Please note, none of the holiday arrangements we facilitate or offer, constitute a “package” and accordingly, the Package Travel and Linked Travel Arrangements Regulations 2018 do not apply to them.

### SECTION A – ALL BOOKINGS

#### 1. Making your booking



The first named person on your booking will be the “party leader”. The party leader must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By making a booking, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us. The party leader must be at least 18 when the booking is made.

To find out about availability or to discuss your requirements in greater detail please contact our UK Head Office on +44(0)1730 260 263 or email [enquiries@kalumatravel.co.uk](mailto:enquiries@kalumatravel.co.uk). We will then check availability of your preferred chalet / hotel and provide you with a detailed and bespoke costing. Once you have received this, if you request it, we will hold the option for you for 24 hours (at the UK Head Office team's discretion).

If you wish to proceed with a booking we will send you an invoice and a booking form, which you must complete and return to us together with your deposit within five working days. If we do not receive the completed booking form and deposit within five working days we will treat your booking as not confirmed. Should you have problems confirming within the time stipulated please contact our Head Office and they may extend this for you, subject to availability.

Subject to the availability of your chosen arrangements and receipt of the payments referred to in clause 2, we will confirm your booking on behalf of the principal by issuing a booking confirmation. This document will be sent to the party leader (or your travel agent) by e mail or post. Any other electronic acknowledgement of your booking is not a confirmation of it. Please check the confirmation and invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation, invoice or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. Where changes can be made, you will be responsible for any charges applied by suppliers or otherwise incurred as a result.

Please take the time to read the principal's refunds policy and terms and conditions. The principal's booking conditions set out the terms of your contract including their obligations to you.

If you wish to, you may contact us by e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment) providing you do so to [enquiries@kalumatravel.co.uk](mailto:enquiries@kalumatravel.co.uk). Any authorised travel agent of ours through whom you make a booking will relay information from you to us and vice versa. For the purposes of compliance with time limits or limitation periods as set out or referred to in these booking conditions, receipt by such an authorised travel agent of messages, requests or complaints intended for us will be treated as receipt by us. However, we are not responsible for any advice given to you by your travel agent that did not originate from us.

## 2. Payment



In order to confirm your chosen arrangements, the applicable deposit must be paid at the time of booking. In some cases, if you book within a certain number of weeks of departure you may have to pay the full cost at the time of the booking. Deposits required are usually a maximum of 50% of the total amount of the booking, subject to the principal's individual requirements.

The balance of the booking cost must be received by us by the date stated on your booking confirmation. If we do not receive all payments due in full and on time, the principal is entitled to assume that you wish to cancel your booking. In this case, the principal will be entitled to keep all deposits paid at that date. If the booking is not cancelled straight away because you have promised to make payment, you must pay the cancellation charges as set out by the principal.

### 3. Your contract

A legally binding contract between you and the principal of your confirmed arrangements comes into existence when a confirmation invoice is issued to the party leader.

Your contract(s) with the principal will be subject to the law referred to in the principal's booking conditions. Any dispute, claim or other matter which arises between you and any principal must also be dealt with in accordance with those booking conditions.

For chalet bookings where **Kaluma Travel is the principal see Section B.**

Where we act as agent our relationship is governed by English law and this will apply to any dispute, claim or other matter of any description which arises between us ("claim"). We both also agree that any claim must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

### 4. The cost of your arrangements

The majority of the holiday arrangements we facilitate are bespoke and may include unique travel requests or additional extras for the holiday, so actual pricing is done on an individual basis. The price will be confirmed before you complete the booking.

The principal reserves the right to increase or decrease and to correct errors in both advertised and confirmed prices at any time before your holiday is confirmed. We will advise you of any error of which we are then aware and of the then applicable price at the time of booking.

The principal of your booking has the right to increase the cost of your holiday and pass on other charges to you subject to the principal's booking conditions.



## 5. Medical conditions / disabilities / reduced mobility and special requests

The arrangements we offer may not be suitable for people with certain disabilities, medical conditions or significantly reduced mobility. On request, we can advise you as to whether your proposed holiday arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.

Should you suffer from any medical condition, disability or significant reduction in mobility which may affect your holiday (including any which affect the booking process) or have any special requirements as a result, please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any material change in your condition, disability or mobility occurs. You must also promptly advise us if any medical condition, disability or reduced mobility which may affect your holiday develops after your booking has been confirmed.

If you have any special request, you should advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier (where applicable), we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied with (where it is possible to give this) if it is important to you. Any special request which we have accepted will be specifically confirmed as accepted on your confirmation invoice.

## 6. Changes by you

Should you wish to make any changes to your confirmed booking, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, no guarantee can be given to meet any such requests. Where they can be, an amendment fee, as notified at the time will be payable together with any costs or charges incurred or imposed by any of the suppliers. A change of booking dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the booking cost where, for example, the basis on which the price of the original booking was calculated has changed.



You may be able to transfer your booking or your place on the booking to someone else (introduced by you) without payment of cancellation charges providing the request for the transfer is made in writing. Please refer to the principal's booking conditions in this regard.

#### 7. Cancellation by you

You may cancel your confirmed booking at any time before departure. If you want to cancel your booking after it has been confirmed, you must do so by email or by posting or hand delivering written notice of cancellation to us. Your notice of cancellation will only be effective when it is received in writing by us at our offices. If you do cancel, the applicable cancellation charges will be those imposed by the principal of your confirmed arrangements. Please see the principal's own booking conditions or ask at the time of booking for further details. Please note - amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

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

Where any cancellation reduces the number of full paying party members below the number on which the price and/or any concessions agreed for your booking were based, the principal may recalculate these terms and re-invoice you accordingly.

#### 8. Changes and cancellation by the principal

Except as set out in Section B below, if there is a change to or cancellation of your arrangements we will pass on the new details to you together with any compensation that the principal of your affected arrangements may offer. As agent only for the principal we cannot accept any liability for any changes or cancellations made to your booking.

#### 9. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret neither we nor the principal can accept liability or pay any compensation or expenses where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any situation within our reasonable contemplation, which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations may include, whether actual or threatened, riot, civil strife, terrorist activity, industrial dispute, natural disaster, exceptional adverse weather conditions, fire, the effect of the United Kingdom's decision to leave the EU, and all events of a similar nature.



Force majeure includes the coronavirus pandemic and its impact such as travel restrictions and the measures and other action being taken by governments, public authorities and businesses to control and manage its effects (such as the implementation of social distancing).

#### 10. Liability

- (1) Please note, this clause 10 applies to all bookings made with or through Kaluma Travel except those referred to in Section B below.
- (2) We act only as an agent for the principal of your confirmed arrangements. Your contract for your confirmed arrangements is directly with the principal concerned. We accept no liability in relation to the arrangements themselves or for the acts or omissions of the principal concerned. The terms and conditions of the principal of your confirmed arrangements will apply to your contract (copy available on request).
- (3) However, if we are found to have been at fault on any basis in relation to any service we provide as agent for the principal concerned (as opposed to any service provided by the principal), our maximum liability is limited to twice the cost of the booking in question. We do not exclude or limit any liability for death or personal injury which arises as a result of our negligence or that of our employees whilst acting in the course of their employment.

#### 11. Complaints and problems

In the unlikely event that you have any reason to complain or may have a basis for making a claim in respect of any aspect of your holiday arrangements whilst away, you must follow the principal's complaints procedure.

Please note that if you fail to follow the principal's complaints procedure, they are unlikely to be in a position to properly investigate the matter and may have been deprived of the opportunity to remedy it during your holiday. Your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

#### 12. Insurance

Appropriate travel insurance is essential. The party leader is responsible for ensuring that each member of your party has adequate travel insurance. Please read your policy details carefully and take them with you on your holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs, including all winter sports / activities which you may wish to take part in.

#### 13. Damage



We may require a damage deposit as a precaution against any damage sustained to the hotel or chalet during your stay.

When you book with or through us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made as soon as possible if not deducted from the damage deposit or the deposit is insufficient to cover the damage or loss.

If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions.

#### 14. Behaviour

When you book with or through us, we will expect you to have consideration for other people. No pets are allowed in the property without the prior written agreement of the principal. Smoking is not permitted inside any property, outdoor smoking area are provided. Subletting, sharing or allowing people other than those contracted to stay at the property is prohibited. If in the reasonable opinion of the principal or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property or breaks any other condition of the booking, the principal will be entitled, without prior notice, to terminate the booking of the person(s) concerned. In this situation, the person(s) concerned will be required to leave their accommodation. No refunds will be made, and the principal will not pay any expenses or costs incurred as a result of the termination.

#### 15. Conditions of suppliers

The services which make up your booking are provided by independent suppliers to the principal. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

#### 16. Excursions, activities and general area information

We or the principal may provide you with information (before departure and/or when you are away) about activities and excursions which are available in the area you are visiting. Neither we, nor the principal, have any involvement in any such activities or excursions which are neither run, supervised, controlled nor endorsed in any way by us or the principal. They are provided by local operators or other third parties who are entirely independent of us and the principal. They do not form any part of your contract with us even where we or the principal suggest particular operators/other third parties



and/or assist you in booking such activities or excursions in any way. Neither we nor the principal can accept any liability on any basis in relation to such activities or excursions. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

Neither we nor the principal can guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities or excursions referred to in our brochure, on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your booking, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities or excursions which can reasonably be expected to affect your decision to book with us, we will pass on this information at the time of booking.

#### 17. Passports, visas and health requirements

British citizens currently (September 2020) require a passport valid for the period of their stay when visiting Austria or France. A visa is not required. Requirements may change and you must check the up to date position in good time before departure. A full British passport would usually take approximately 3 to 6 weeks to obtain but is currently (September 2020) taking much longer. If you or any member of your party is 16 or over and haven't yet got or had a passport, even more time needs to be allowed as UK Passport Service has to confirm your identity before issuing your first passport.

If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the relevant embassy or consulate of the of the country(ies) to or through which you are intending to travel.

It is your responsibility to ensure you obtain details and comply with all recommended and required vaccinations, health precautions and other health related measures (including those which are introduced to deal with coronavirus) in good time before departure.

Details should be available from your GP surgery and for British Citizens from the National Travel Health Network and Centre [www.nathnac.org](http://www.nathnac.org). Information for British Citizens on health abroad is also available on [www.nhs.uk/Livewell/Travelhealth](http://www.nhs.uk/Livewell/Travelhealth).

If you or any member of your party lives outside the UK, you must check what vaccinations, health precautions and other health related measures are recommended or required in your country of residence for travel to Austria or France and to any countries through which you may transit or stop off.

Vaccination and other health requirements/recommendations are subject to change at any time. If you are unable to travel as a result of failure or inability to comply with any health related or other requirements, cancellation charges are likely to apply as set out



in the principal's booking conditions. For Section B bookings please see Section B clause 3.

#### 18. UK, Austrian and French Government advice

The UK Foreign Commonwealth and Development Office publishes regularly updated travel information on its website [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo).

The Austrian Federal Ministry for European and International Affairs also publishes updated information on its website (in English) [www.bmeia.gv.at/en/](http://www.bmeia.gv.at/en/).

The French Ministère de L'Europe et de Affaires Etrangères also publishes updated travel information on its website (in English) [www.diplomatie.gouv.fr/en/coming-to-france](http://www.diplomatie.gouv.fr/en/coming-to-france).

You are recommended to consult travel advice before booking and in good time before departure.

#### 19. Website / advertising material accuracy

The information contained on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur, and information may subsequently change. You must therefore ensure you check all details of your chosen arrangements (including the price) with us at the time of booking.

#### 20. Additional services

For all bookings, whether or not we are the principal, we will be happy to arrange nannies on request, subject to availability. Payment is to be made to the provider

Prices for lift passes for all resorts on request for the relevant winter season, prices are subject to change with exchange rates, high and low season and at local suppliers discretion. Prices for all other featured resorts are available on request from our team in our head office. Family passes are also available in some resorts, contact our sales team for further details. Our in resort managers will be happy to arrange your lift passes for you, and take polaroid photos if necessary.

We will endeavour to find the best private instructors, or secure placement in a suitable ski school for our guests. Each request will be treated individually. Prices vary between resorts and ski schools and may change between high and low season. All prices are available on request and are specific to resort and requirements. The payment terms of the provider will be made clear at point of booking.

### **SECTION B – CHALET BOOKINGS**

The terms set out in both Section A and Section B apply to all chalet bookings where we are the principal except where otherwise expressly stated.



## 1. Payment

In order to confirm your chalet booking, the applicable deposit (or full payment if booking within 10 weeks of departure) must be paid at the time of booking. Deposits required are a maximum of 50% of the total amount of the booking. Smaller deposits may be agreed on early chalet bookings (made before May for the following season), a second deposit will then be due by the end of June to equal the 50% deposit amount.

The balance of the booking cost must be received by us not less than 8 weeks prior to departure. This date will be shown on the booking confirmation. If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in Section B clause 3 depending on the date we reasonably treat your booking as cancelled.

Deposit payments may be paid by card, cheque or bank transfer. **Balance payments must be paid by bank transfer.**

## 2. The cost of your arrangements

All our chalet prices are quoted in euros or pound sterling on request (exchange based on that day's exchange rate). Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking. We reserve the right to increase or decrease prices of unsold holidays and to correct errors at any time.

Once the price of your chosen arrangements has been confirmed at the time of booking, we will only increase or decrease the price in the following circumstances. Price increases after booking will be passed on by way of a surcharge. A surcharge will be payable, subject to the conditions set out in this clause, if our costs increase as a direct consequence of a change in (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources or (ii) the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the arrangements including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or (iii) the exchange rates relevant to the arrangements.

You will also be entitled to a price reduction where there is a decrease in our costs as a result of a decrease in the costs referred to in this paragraph which occurs between confirmation of your booking and the start of your holiday.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your holiday arrangements, which excludes any amendment charges. You will be charged for any increase in our costs over and above that. If any surcharge is greater than 10% of the total holiday cost, clause 8 will apply on the basis the surcharge is a significant change. You will be notified of any price increase or reduction applied in accordance with this clause together with the justification for and calculation of this not less than 20 days



before departure. Where a reduction is applicable, we are entitled to deduct our administrative expenses from the refund. Any surcharge must be paid with the balance of the holiday cost or within 14 days of the issue date printed on the invoice, whichever is the later.

Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

We promise not to levy a surcharge within 20 days of your arrival. No refund will be payable during this period either.

### 3. Changes and cancellation by you

Should you wish to make any changes to your confirmed holiday you may do so as referred to in Section A clause 6.

If any member of your party is unable or no longer wishes to travel for any reason, the person(s) concerned may transfer their place to someone else (introduced by you) providing we are notified of their name and contact details prior to your arrival. If any costs and charges are incurred by us and/or incurred or imposed by any of our suppliers as a result, these must be paid prior to arrival.

You may cancel your confirmed booking at any time before departure. You may also transfer your booking as referred to above. Should you or any member of your party need to cancel your booking once it has been confirmed, the party leader must immediately advise us by e-mail or by posting or hand delivering written notice of cancellation to us or your travel agent. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking the cancellation charges set out below will be payable.

If you are unwilling to travel for any reason, or you are unable to travel due to medical reasons cancellation charges will apply.

We cannot accept any guest who:

- Has tested positive for coronavirus in the 14 days prior to travel
- Is awaiting the results of a coronavirus test
- Has had sustained contact with anyone who has either, tested positive in the 14 days prior to travel, or is awaiting the results of a coronavirus test
- Has a high temperature, a new continuous cough or a loss of, or change in, their normal sense of taste or smell (anosmia) or has been in sustained contact with anyone who experiencing such symptoms

For the safety of everyone please do not travel if any of the above applies to you. You should have travel insurance to cover you if you are unable to travel in these



circumstances. We are unable to offer any form of refund if you cannot travel for any of the above reasons.

**You should obtain travel insurance to cover such happenings.**

In calculating these cancellation charges, we have taken account of possible cost savings and the generation of income from other bookings which may be able to utilise cancelled services to the extent this is likely to be achievable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges.

Period before departure within which written notification of cancellation is received by us

Cancellation charge per booking:

56 days or more – 50%

29 – 56 days – 80%

28 days or less – 100%

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) from your travel insurer. Claims must be made directly to the insurance company concerned after you have paid the applicable cancellation charge to us.

**You and your party should obtain travel insurance for this cancellation risk - see Section B clause 7 Insurance.**

#### 4. Changes and cancellation by us

We start planning the arrangements we offer many months in advance. Occasionally, we have to make changes to and correct errors in advertising and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

Please bear in mind that coronavirus and the measures and other action being taken by governments, public authorities and businesses to manage its effects (including implementation of social distancing) is likely to have an impact on holiday arrangements for a considerable period of time.

We may, for example, be unable to provide certain advertised services or facilities as a result. Such measures / action may be introduced or changed with little or no prior notice. Greater flexibility is therefore likely to be required for the foreseeable future which we would ask you to bear in mind at all times, both before and after departure.

Any impact which such measures / action has on your holiday arrangements will not constitute a significant alteration to your contracted arrangements and will not entitle you to cancel without payment of the applicable cancellation charges as a result.



In the event that your holiday arrangements cannot proceed because your accommodation is not available for any reason (except as set out below in this clause) and we are unable to provide a reasonable alternative, we will refund the payments you have made to us for your booking. Should a reasonable or improved alternative be offered, a refund will not be applicable. We will not be responsible for any other expenses including without limitation, the cost of flights or any other form of transport.

If in the 14 calendar days prior to the start of your arrangements your booking cannot proceed due to any of the following reasons linked to the coronavirus pandemic you will be entitled to a credit note for 100% of the booking cost to be used at any point up until the end of the 2021/2022 season. If you chose not to accept this credit note at the time of cancellation, we will refund in cash 80% of the payments you have made to us directly relating to your chalet accommodation booking. The remaining 20% will be retained by us to cover our operational costs in accepting your booking. The accepted coronavirus related reasons for cancellation are as follows\*:

- the authorities of the country to where you are travelling impose regional or national restrictions which result in the closure of their border to non-residents, closure of the ski resort or essential facilities or necessitate the closure of your accommodation
- all ski lifts in the resort are closed due to coronavirus restrictions imposed by the authorities in your destination
- you would be required by the authorities of your destination country to quarantine / self-isolate on arrival for more than 24 hours.
- Your home country Government issues a "no travel" warning to your destination country

\* Where you wish to rely on this policy you will be required to provide evidence in support of your request for cancellation.

Please note, a refund will only be provided where we are unable to provide your contracted accommodation in the circumstances referred to above. Without limitation you will not be entitled to a refund and cancellation charges are likely to apply where you are unable to travel on holiday for any reason.

Very rarely, we may be forced by "force majeure" (see Section A clause 9) to change or terminate your arrangements after they have commenced but before their scheduled end. This is very unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

## 5. Our Liability where we are Principal

(1) In order to provide your holiday arrangements, we operate catered accommodation on a seasonal basis which we contract from the chalet owners. We also arrange for the provision of airport transfers and other additional services. We do not ourselves own the accommodation and transfers and other additional services are operated separately. We undertake to use our reasonable skill and care in the provision of the accommodation



services where these services are provided by our employees in the course of their employment. For all services (which includes transfers) which are provided by any person or entity other than our employees, we undertake to use our reasonable skill and care in the selection of those suppliers but, providing we have done so, are not responsible for their acts and omissions or for the actual performance of those services.

(2) We operate a booking service for additional services. We are not recommending or endorsing a particular provider and we can offer you alternative provider information if required. Where we facilitate the purchase of additional services such as babysitting, ski hire, ski lift passes, or ski lessons we are not liable for the acts and defaults of the third parties who provide those services, including, without limitation, nannies, transfer companies, ski hire providers or ski lift providers. Therefore, providing we have selected the agent or supplier with reasonable skill and care, we will have no liability to you for anything that happens during the provision of such arrangements or any acts or omissions of the agent or supplier or others.

(3) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

- the act(s) and/or omission(s) of the person(s) affected; or
- the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements; or
- 'force majeure' as defined in clause 9 above

(4) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which any supplier agrees to provide for you where we have not agreed to provide these as part of our contract and any activities which we arrange for you during your holiday. Regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(5) Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £250.00 per person affected. Any payment is subject to your producing appropriate proof of the contents and value of the luggage or personal possessions concerned and demonstrating that you have taken proper care of your property. For all other claims which do not involve death or personal injury, we limit the maximum amount we will have to pay you in the event that we are found liable to you on any basis to twice the cost paid by the person(s) affected.

## 6. Complaints

In the unlikely event that you have any reason to complain or experience any problems with your booking whilst away, you must immediately inform us. The issue can then be



promptly investigated and, where appropriate, steps taken to resolve the situation. Any verbal notification must be put in writing. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly.

If you remain dissatisfied, however, you must write to us within 28 days giving your booking reference and full details of your complaint. Only the party leader should write to us.

For all complaints and claims which do not involve death, personal injury or illness caused by the negligence of our employees, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

## 7. Insurance

Where we are principal we require the proof of comprehensive travel insurance as a condition of your booking. You must purchase travel insurance at the point of the holiday booking so that you have cancellation protection and not just prior to your departure on holiday. It is the responsibility of the party leader to ensure that you have adequate travel insurance.

Your travel insurance must at least include but not be limited to, the following:

- Emergency medical expenses, including cover for any pre-existing condition. Amongst other costs this should cover; mountain rescue, ambulance charges and repatriation to the your home country
- Cancellation of your trip or curtailment for any reason
- Full cover if you chose to travel against the advice of the government of your home country
- Cover for the cost of alternative accommodation should you be required to remain in your holiday destination after the conclusion of your stay with us (you will not be permitted to remain in your accommodation after the end of your contracted arrangements.)
- Personal liability to include, amongst other liabilities; damage caused by your negligence and that of your party to the property in which you are staying, and which must include contractual liability of the party leader for the actions of your party
- Travel and transfer delays which must include amongst other costs; additional costs incurred in the event of a delay
- The policy must include the activities you are likely to do and in particular off piste skiing with or without a guide (it is possible to ski off piste inadvertently)
- Specific coronavirus related cover to include, without limitation, cover for cancellation, curtailment or an extension of your stay in the event that you or anyone with whom you have been in close proximity tests positive for Covid-19 or is awaiting a test result, you have Covid-19 symptoms or are required by the relevant authorities to self-isolate prior to travel or during your holiday. If you are unable to return to your home country as planned your policy should cover you for an extension of your stay.



- The policy must cover the period from the date of booking to the last day of your trip and may not have a clause allowing the insurer to cancel the insurance except in unusual circumstances e.g. fraud and misrepresentation.

There are other sections to wintersports travel Insurance such as baggage, legal expenses, personal accident and so on.

In the event that you fail to obtain suitable wintersports travel insurance we shall not be liable for any costs incurred or claims made against us due to your failure to comply with this term.

#### 8. Your contract

English law will apply to your contract and to any dispute, claim or other matter of any description which arises between you and Kaluma Travel (except as set out herein) ("claim"). Any claim (and whether or not involving any personal injury) must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

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## **KALUMA SKI TEMPORARY COVID BOOKING TERMS AND CONDITIONS FOR CHALET BOOKINGS WHERE WE ARE PRINCIPAL**

These supplementary booking conditions are valid for the winter season 20/21. These conditions are valid with immediate effect until 25th April 2021. Please refer to our full booking conditions above.

These booking conditions do not apply to hotel bookings where we are agent.

### **AVAILABILITY AND DEPOSITS**

We require a 20% deposit for confirmation on all bookings throughout the winter season.

This deposit is fully refundable until 1st November 2020.

After 1st November, our normal booking conditions apply and should you chose to cancel for any reason (except as set out in the COVID cancellation reasons below) our normal cancellation charges will apply. See Section B clause 3 of our booking conditions.



## **TRAVEL INSURANCE**

It is really important, so much so that it is a condition of us accepting your chalet booking, that you obtain travel insurance to cover you against the risk of cancellation or curtailment (cutting your holiday short) for any reason. See Section B clause 7 of our booking conditions.

For hotel bookings where we are not the principal we strongly recommend that you obtain appropriate travel insurance.

We suggest policies from either: <https://www.europaeische.at/en/> or <https://mpibrokers.com/>.

In the event that you fail to obtain suitable travel insurance we shall not be liable for any costs incurred or claims made against us due to your failure to obtain this.

## **FORCE MAJEURE**

Force majeure includes the coronavirus pandemic and its impact such as travel restrictions and the measures and other action being taken by governments, public authorities and businesses to control and manage its effects (such as the implementation of social distancing). See Section A clause 9 of our booking conditions.

## **COVID COMMITMENT & SAFETY**

We take the health and safety of you and our staff really seriously. We want you to enjoy your accommodation and we have taken extra measures to ensure the safety of everyone.

In the chalets we run we use professional cleaners and recommended industrial detergents for our changeovers and cleaning, adhering to the latest COVID health and safety guidelines and/or regulations.

Within the chalet accommodation, hand sanitizer will be readily available, face masks and gloves will be worn by chalet staff where appropriate and professional cleaners will be wearing appropriate protective equipment when required. You might be required to wear a mask on occasion, we encourage you to wash hands regularly, use the hand sanitizer provided and we would ask you to maintain social distancing wherever possible, both in the chalet and around the resort. The chalet will be deep cleaned on change over day. To allow deep cleaning the chalet must be vacated by 10am and will not be available to new guests until 5pm. We will try to, but we cannot guarantee that we will be able to store luggage on changeover day. We aim to help prevent any cross contamination of guests or guest services for everyone's health and safety.



Regrettably, we cannot allow you to bring additional non-booked guests into any chalet accommodation at this time and we may have to remove some items from the chalet such as books and games for general health and safety.

**COVID CANCELLATION REASONS:**

If in the 14 calendar days prior to the start of your arrangements your booking cannot proceed due to any of the following reasons linked to the coronavirus pandemic you will be entitled to a credit note for 100% of the payments you have made to us to be used at any point up until the end of the 2021/2022 season. If you chose not to accept this credit note we will refund in cash 80% of the payments you have made to us for your booking. The remaining 20% will be retained by us to cover our operational costs in accepting your booking. The accepted coronavirus related reasons for cancellation are as follows\*:

- the authorities of the country to where you are travelling impose regional or national restrictions which result in the closure of their border to non-residents, closure of the ski resort or essential facilities or necessitate the closure of your accommodation
- all ski lifts in the resort are closed due to coronavirus restrictions imposed by the authorities in your destination
- you would be required by the authorities of your destination country to quarantine / self-isolate on arrival for more than 24 hours
- Your home country Government issues a "no travel" warning to your destination country

\* Where you wish to rely on this policy you will be required to provide evidence in support of your request for cancellation.

In no circumstances are we responsible for any other expenses including without limitation, the cost of flights or any other form of transport.

If you are unwilling to travel for any reason, or you are unable to travel due to medical reasons, normal cancellation charges apply to all bookings. See Section B clause 3 of our booking conditions.