

In these conditions the word "Organiser" or "we" means Highlife Adventures Limited trading as Highlife, the entity which arranges your transport, accommodation etc. and who offers it as a holiday. "Consumer", "you", or "Holiday Organiser" means you, the person who buys or agrees to buy the holiday or any person on whose behalf you agree to purchase the holiday and who is listed on the booking form or any other person to whom you transfer a holiday you have bought.

1. Booking your Holiday

When booking your holiday you will have to pay either:

- A non-refundable deposit of €250 per person (excluding infants) plus the relevant insurance premium if purchased at the time of booking
- A non-refundable deposit of €500 per person if it is 10 weeks or less before you go

You are deemed to have booked upon receipt by the Organiser of a Highlife Booking Form and all required booking deposits. The holiday organiser guarantees payment in full of the total cost and does so on behalf and with the consent of all others for whom the booking is made, whether included in the original booking or subsequently added to the booking at a later date. Within 5 days we will issue a confirmation, either electronically or by post, with the holiday details and the price. In the case of there being more than one person in the booking the confirmation will be issued to the Holiday Organiser as detailed in the booking form. This confirmation may be in electronic format and/or may require you to view the confirmation details in electronic format via our website. The sending of the confirmation, or the sending of instructions that will allow you to access this confirmation electronically, will mean that a contract will then exist between both parties. Please check the details on your confirmation carefully. If you have any questions, or anything does not appear to be right, you must contact our reservations team immediately. **On the confirmation, pay particular attention to the date your final payment is due as we may cancel your holiday if you do not make your final payment on time. If this happens, your deposit will be forfeited**

Sole Occupancy of an accommodation: By ticking the Sole Occupancy box on the Highlife Booking Form, subject to the availability of the accommodation in question, you are requesting that we do not make any of the beds or rooms in that accommodation available to any other party outside of those persons in your group/party. By booking the accommodation on a sole occupancy basis you are also agreeing to provide payment for a minimum number of persons to the Organiser, and if the numbers subsequently fall prior to departure date, the holiday cost will be re-calculated based on the final number of guests plus any cancellations charges that may apply to the cancelled people, as detailed in the Payment/Cancellation conditions in clause 3 below.

Reduction in the number of people in your booking: If you book a chalet for a certain number of people in your party, and subsequently the number of people in your party reduces due to some members of your party cancelling, Highlife reserves the right to change your accommodation to a different chalet that may better suit the revised number in your party.

The Organiser reserves the right to terminate the contract if the behaviour or conduct of a Consumer either prior to or during a holiday is likely to endanger the safety or well being of other Consumers in his company or that of the Consumer himself, or of the staff of the Organiser, or of the Suppliers of the Organiser, and the cancellation charges as provided for in Clause 3 of these booking conditions are payable by the consumer. This could mean you are prevented from using your accommodation or using the transport we have arranged. If this happens we will not pay compensation or meet any expenses you suffer as a result.

Further, where, as a result of the Consumer's actions or the actions of any other person who is listed on the booking form (excluding the Organiser) either or both of the following incidents occurs:

- (i) there is a delay or diversion to the means of transportation to the subject of this contract;
- (ii) the accommodation in which the Consumer is staying is damaged;

the Consumer, hereby agrees to indemnify the Organiser against any claim (including legal costs) made against the Organiser in relation to the occurrence of such incidents.

2. Brochure Information and Prices

All prices quoted are based on tariffs and exchange rates current and appropriate at the time of booking. If any of these vary significantly or we find any mistakes we will notify you accordingly. Any such increase/decrease shall be paid by or refunded to you however no variations will be applied where their combined effects would result in an increase/decrease of less than 2% of the cost of the holiday.

Please note that the photographs and descriptions used in our brochure and on our website are accurate depictions, but this does not mean that every bedroom in a particular chalet necessarily resembles the bedroom in a photograph used for that chalet, and the furniture, fittings and other objects in the photograph may change, be removed or replaced at any time. Highlife cannot be held responsible and will not offer any compensation for complaints due to the fact that all rooms, areas, or bedrooms in a chalet do not resemble the photographs used to depict the chalet in any marketing materials. Also, chalets have sloping roofs as standard, so tall guests may find that certain rooms/bathrooms will not be as comfortable for them as others. Please ask for further details on any particular chalet or room as there may be photographs of it available, and we can definitely describe it to you.

3. Payment/Cancellation

Payments can be made by cash, bank draft, electronic/telephone/in-branch bank transfer, cheques made payable to "Highlife", Laser cards, or with Visa or Mastercard credit or debit cards. There is a 2% handling fee for all Visa or Mastercard payments. **Unless otherwise agreed in writing, the balance of the holiday must be paid for in full by the last working day of the week 10 weeks before the scheduled date of departure. A €200 penalty charge will be applied for any late payment more than 1 week overdue (i.e. 9 weeks or less prior to departure) or later than the agreed balance payment date if the holiday was booked within 10 weeks of departure.** If

the balance due is not paid by the due date, the Organiser shall have the option to cancel the holiday. If the Organiser exercises that option or if the Consumer cancels the holiday (such cancellation must be notified in writing to the Organiser) the following cancellation charges are payable by the consumer:

More than 10 weeks before departure	Any deposit paid shall be forfeited
Within 10 – 4 weeks of departure	50% of the cost of the holiday is forfeited
Within 4-3 weeks of departure	75% of the cost of the holiday is forfeited
Within 3-2 weeks of departure	90% of the cost of the holiday is forfeited
Within 2 weeks of the date of departure	100% of the cost of the holiday is forfeited

All cancellation charges apply to each person covered by a booking. Any insurance premium payable is not refundable. Any Childcare or Ski Pack items ordered such as lessons, rental equipment, lift passes, nanny services, crèche or kids club arrangements, or other in-resort services will not be refunded upon cancellation. In certain circumstances Highlife may be able to arrange a part refund of some of those items but cannot guarantee any refund.

Sole-occupancy bookings: If you have booked your accommodation on a sole occupancy basis and a person cancels and you cannot fill that person's place, you will have to pay extra for your accommodation. For example, you may have to pay single or under occupancy supplements. You will be advised of the amount due after notification of the cancellation is received by the Organiser, and we can cancel your holiday if all of the supplements are not paid prior to the commencement of your holiday.

4. Flight Purchase and Costs

Our prices do not normally include a flight. Whether or not a flight is included will always be detailed in the Your Price section of your booking form. Where the Organiser has included in the holiday price a flight that has a cost that has been detailed separately (for whatever reason), or where the consumer has requested a flight at a different time, or from a different departure airport, or on a different departure date to the rest of your party, or Highlife have notified the consumer that any or all flights for their booking are being purchased on a non-refundable basis, and that person(s) subsequently cancels their holiday, they will be liable for the full cost of the flight which may be above the deposit amount paid, regardless of the date upon which the cancellation was made.

Please note that when Highlife purchases a flight on your behalf we will offer you the best value fare available at that time. The price for the same flight may subsequently increase or decrease at any future time but you will only be charged the price available at the time of booking and cannot choose or request to be invoiced a different price at a later date. The price that will be charged to your account will depend on the Fare Method chosen on page 2 of the booking form (either the actual fare per person or the average fare). If you have chosen the Average Fare Method, Highlife will apply the average fare to all those persons that have paid their deposits within 2 working days. Anyone that subsequently pays a deposit and requires Highlife to purchase a flight for them will have the Actual Fare charged to their holiday account. If you have chosen the Actual Fare Method then the actual fare for each person will be applied to their individual accounts, and thus there may be a difference in the flight costs between people in the party.

By buying a flight on your behalf you are bound by the terms and conditions of the airline with whom we have purchased your flight ticket, and are subject to any booking conditions or conditions of carriage that they may have.

We will purchase a baggage allowance of 1 bag per paying passenger (infants excluded) and the cost of this is non-refundable and will automatically be added to your holiday account as part of your flight cost.

If any person in the party decides that they would rather purchase their own flights, they must ensure that their flight and hence airport departure and arrival times coincide with the flights of the other members of the party. If they do not there, may be substantial additional transfer costs for their transfer from and/or to the airport and this cost will be borne by the customer. Any non-standard arrival /departure times must be detailed in writing to Highlife and you will then be notified of the costs that will be applied to those persons.

PLEASE NOTE: If Highlife is buying flights on behalf of any/all people in your booking, it will be using the Passport Names as advised on the booking form, unless otherwise detailed in writing to Highlife. If a passenger name is then incorrect, this may render the flight ticket invalid and would mean that a new flight will have to be bought for that person, if available, and you will be liable for any costs associated with the purchase of a new flight, or any change fees if it is possible for the airline to change the name, and any other related travel costs (such as a separate transfer bus if the new flight is at a different time or date to the original flight) involved due to the requirement to change the name.

5. Pricing

Our Prices Include (unless otherwise stated):

- Return transfers from your arrival airport to your chalet
- Accommodation, meals in resort as confirmed in Booking Form (normally 7 breakfasts, served from 8 – 10am, homemade treats will be left out by your chef for your return from the slopes, and 6 evening meals – there is no meal provided on 1 evening, normally Thursday), Please note – The chalet chef will prepare a 3-course menu every evening – there is no choice for each course. The only variation will be for pre-alerted dietary requirements
- Wine, beer, soft drinks, digestifs, tea, coffee. Wine and beer will be available from 6pm each day. Your chalet host will offer an aperitif at approximately 7pm. Your chalet host will check with you before leaving to ensure there is sufficient wine or beer available for the remainder of the evening. No unreasonable or excessive requests will be met and the allocation of wine and beer will be at the discretion of your resort team. We reserve the right to close the complimentary bar at any time
- Services of our resort representatives and chalet staff (Chalet Host and Chef)
- In-resort shuttle services – these vary for each resort: Morzine and Meribel offer morning & evening, and Val d'Isere morning only.
- Bed Linen (not changed during your stay), Bathrobes & Slippers (not provided for children) and Towels (changed twice during your stay)
- Any applicable local taxes such as Tourist Taxes
- Highlife Guiding sessions (please note that most sessions are open to all Highlife guests and are not exclusive to your chalet/party). Your chalet will be offered 1 private guiding session open only to those people in that chalet.

Our prices do not include (unless otherwise stated):

- Flights
- Travel Insurance – you must be insured

- Airport Car Parking
- Luggage charges. The carriage of excess baggage cannot be guaranteed.
- Charges for carriage of clients' own skis/snowboards if applicable. If you plan to bring skis or snowboards, to save money you should always pre-book these
- Ski packs, lessons, equipment and lift passes – these items are booked and charged separately
- Any other optional items such as Parapenting, Kindergarten facilities, Childcare or any in-resort purchases
- Meal costs for the day when the chef in your chalet has the evening off – this is at your expense

6. Substitution

(a) Unlike many travel companies, Highlife does not charge you to change a name on your booking (a "name change") where possible. However, for holidays including Flights where the Organiser will incur a charge from the Airline for a name change, you are liable for this charge, which may amount to the full cost of the flight and may be subject to space being available for a new reservation. If you are cancelling and wish to transfer your booking to another person, and it is more than 10 weeks prior to departure, and thus make a name change, the change must be notified in writing within 5 working days of your cancellation along with a new deposit payment for the person replacing you. This amount will be added to the deposit the cancelling person has already paid and will go against the holiday account of the person replacing you. For all name changes/substitutions your replacement must sign a booking form and comply with the terms and conditions contained in these Booking Conditions and any other requirements of the Organiser applicable to the holiday. Name changes are not normally possible within 10 working days of travel.

(b) A Consumer who transfers a holiday booking shall be jointly and severally liable with the transferee to the Organiser or Retailer for payment of any balance due in respect of the package.

7. Alteration by the Consumer

If after acceptance by the Organiser a Consumer wishes to alter a holiday, the Organiser may do so at its discretion, if practicable, to facilitate that change. Such change must be made in writing, by fax or by e-mail to the Organiser. If the alteration is impractical the original holiday arrangement shall continue to apply. If only some of the consumers booked request a change, which is found to be practical, a price adjustment for those consumers may be payable and must be discharged on the date shown on the Organiser's written confirmation of such change. If default is made by the Consumer in paying the price adjustment, the original holiday arrangement shall continue to apply.

Alteration to travel arrangements: If a consumer wishes to travel on alternative arrangements to what is included in our price and detailed in our Confirmation of Booking the consumer is liable for the full cost of any changes requested. The flights included in a booking are non-changeable and non-transferable so the consumer will be fully liable for the cost of any request for alternate flight dates, times or routes.

8. Special Requests

Special requests (e.g. ground floor accommodation, a specific room in a chalet etc.) shall be communicated by the consumer in writing, by fax or by e-mail at the time of making the booking. The Organiser shall use reasonable endeavours to fulfil such requests. No guarantee is given to the consumer as to such special requests being fulfilled. No liability shall attach to the Organiser for failure to comply with a special request and such requests do not form part of the contract.

9. Transfers & Accommodation Check In

Transfer times quoted are approximate and may vary depending on conditions such as weather, traffic and road works. Your party may not necessarily travel together in one vehicle (vehicles normally seat 8 passengers) and you may share a transfer bus with other Highlife guests going to the same resort as your party.

Missed Flight/Transfer – If for any reason any member of your party is to miss their flight or not be in the arrival airport at the time when your transfer departs to your chalet, then you will be fully responsible for the costs of any new flights required, and for the transfer costs to get you to your chalet which will be considerable (in the region of €200 - €500 for a one way transfer).

Similarly, if for any reason you need to leave the resort earlier than planned Highlife will assist arranging your transfers but they will be at your own expense.

If you are travelling to a non-standard airport or outside of our normal Sunday to Sunday travel dates, your transfer may be provided by a third party, may be shared with other non-Highlife guests, may be in a larger vehicle such as a coach, may not be direct to your chalet, may stop en-route and may involve a change or changes of a vehicle. You will be advised of these details prior to departure.

PLEASE NOTE: Due to the cleaning of our chalets and apartments, your accommodation may not be available until 3pm on the day of arrival. You must vacate your bedroom by 10.00 am on your departure date and may need to vacate your accommodation completely by 12pm am at the latest on that same day. If you have several hours to wait before your flight/transfer or other transport from the resort, we will make every effort to have somewhere for you to store your baggage.

Air Holidays & Pregnancy: Regulations vary from airline to airline, but some will refuse to carry women who will be 28 weeks or more pregnant on the date of return travel. If you are in doubt please check with the airline concerned, and we recommend that you consult your doctor prior to travel.

10. Alteration/Cancellation by the Organiser

Without prejudice to the consumer's statutory rights: -

(a) The Organiser reserves the right to alter, change, curtail or cancel a holiday.

(b) If as a consequence of "force majeure" (as hereinafter defined in subparagraph (f) of this clause), the Organiser is obliged to curtail, alter, extend or cancel a holiday, the consumer shall not be at liberty to maintain a claim for compensation or otherwise for any loss arising as a consequence of the said curtailment, alteration, extension or cancellation of the holiday. The organiser is not liable for any loss, damage, injury, claim or action arising out of such force majeure, or such curtailment, alteration, extension or cancellation of the holiday.

(c) The Organiser requires a specific minimum number of bookings to operate a specific programme of holidays. The Organiser's obligation to provide that programme shall be contingent upon the Organiser receiving and maintaining that number of bookings. In the event that the Organiser does not receive the minimum number of bookings or having received such a minimum number, has that number reduced by reason of cancellation or transfers by Consumers or otherwise, the Organiser shall be entitled to cancel or curtail the relevant programme up to 4 weeks prior to the departure date and the Consumer shall not be entitled to make a claim for and the organiser shall not be liable for any loss, damage, injury or action arising as a consequence of cancellation or curtailment in these circumstances. The Organiser shall notify the Consumer in writing within 7 days of any cancellation or curtailment necessitated by the foregoing circumstances.

(d) If prior to the time of departure there is a cancellation, or a major change, such as a change of resort area, or a change of accommodation, or an alteration of the departure time of more than 18 hours, the organiser shall, if practical, offer an alternative comparable holiday of at least similar standard or shall refund the consumer all monies paid.

Unless within 7 days of issue of the offer of an alternative holiday the Consumer accepts it in writing, the Organiser shall assume that the Consumer has declined such offer and the Consumer shall only be entitled to return of the payment made.

(e) Where the Organiser makes a major change in the holiday as contemplated in subparagraph (d) of this clause the Consumer shall be entitled to receive compensation in accordance to the scale set out in this sub-paragraph. No compensation shall be payable where the alteration is for reasons referred to in sub-paragraph (b) or (c) of this clause.

Notification Period prior to Departure Date	Compensation Per person
Within 8 weeks	€15
Within 6 weeks	€25
Within 4 weeks	€40
Within 2 weeks	€50

(f) In this booking form, the term "force majeure" means Acts of God, natural disasters, adverse weather conditions. Fire or other destruction of any vessel, craft or vehicle to be used in connection with a holiday, riots, acts of war, civil commotion, exercise of legislative, municipal, military or other authority, strikes industrial action, requisition of equipment, mechanical breakdown, shortage of fuel, insolvency or default of any carrier or service supplier connected with a holiday, fraud perpetrated against the Organiser or any other reason beyond the control of the Organiser.

11. Insurance

It is a condition of this contract that you are covered either by insurance organised by Highlife or an alternative policy with Wintersports cover. We cannot be responsible for your costs if you fail to do so. It is the responsibility of the Consumer to check that the insurance scheme provides the Consumer with his desired level of cover. In so arranging insurance cover of the Consumer the Organiser is acting as the agent of the relevant insurer and shall not be responsible to the Consumer of any default by the insurer under that policy. All claims made against the insurance policy shall be made directly to the insurer. The Consumer shall be responsible for making any special or increased insurance arrangements that he deems necessary.

Please note that it is normally a condition of travel insurance policies that you must get a police report, in person, from the local police detailing any incident for which you are seeking to make a claim (such as a theft or loss of personal items). Highlife cannot obtain this report on your behalf nor can the report be obtained after you have left the resort. It is your responsibility to check your policy so that you understand exactly what documentation you require to facilitate a claim.

12. Carriage of Skis, Snowboards or other equipment

With a growing number of passengers taking their own equipment with them it is important to note that airlines will not guarantee the carriage of the ski equipment and a charge may be made at check-in for the carriage of the ski equipment. In many cases you need to pre-book the carriage or skis and snowboards, and by doing so can avail of preferential rates for their carriage.

If you have purchased a package including flights with Aer Lingus there is a cost of €30 if pre-booked, and €40 if not pre-booked, one-way for the carriage of skis or snowboards. The flat charge is based on a maximum permitted weight of 15 kilos. If the sports item weighs in excess of this 15 kilos, then a charge of €9/€6 per kilo will apply to this additional weight.

13. Default by the Consumer

(a) The Consumer shall check the travel documentation immediately it is furnished to him. If the Consumer considers any document is incorrect or has any query in relation to the contents he shall forthwith notify the Organiser of his concern and the Organiser shall respond as soon as possible.

(b) The Consumer is solely responsible for ensuring that he presents himself at the port of departure in sufficient time prior to the designated departure time to complete embarkation requirements. If the Consumer arrives after the check-in time stipulated in the travel documentation provided to the Consumer, the Organiser shall not be obliged to carry the Consumer and shall be entitled to treat the holidays as cancelled by the Consumer.

(c) The Consumer is restricted by regulation of carriers and executive authority with regard to weight, type and contents of baggage that he may take on board the craft and/or vehicles that will be used in connection with the holiday.

(d) The Consumer hereby agrees that he shall abide by all instructions or directions given by a member of the Organisers staff or any crew member of a carriers craft or vehicle used in connection with the holiday and hereby agrees to indemnify the Organiser against any loss or injury suffered or incurred by any other person as a consequence of the Consumers failure to act in accordance with any such direction or instruction.

14. Liability

The Organiser shall not be liable for any damage caused to the Consumer by the failure to perform the contract or the improper performance of the contract where the failure or the improper performance is due neither to any fault of the Organiser or Retailer acting on the Organiser's behalf nor to that of another supplier of services because:

- (i) the failures that occur in the performance of the contract are attributable to the Consumer;
- (ii) such failures are attributable to a third party unconnected with the provision of the services contracted for, and are unforeseen or unavoidable; or
- (iii) such failures are due to (a) unusual and unforeseeable circumstances beyond the control of the Organiser or other supplier of services, the consequences of which could not have been avoided even if all due care had been exercised; or (b) an event which the Organiser, the Retailer acting on his behalf or the supplier of the services, even with all due care, could not foresee or forestall.

In the case of damage other than death or personal injury or damage caused by defamation or by the wilful misconduct or gross negligence of the Organiser the amount of compensation which will be paid to the Consumer will be limited to, in the case of an adult an amount equal to the inclusive price of the holiday payable to the organiser, to the adult concerned and in the case of a minor an amount equal to the inclusive price of the holiday payable to the organiser, to the minor concerned. The Organiser's liability will not exceed any limitation applicable under any international convention governing or relating to the provision of the service complained of, even if that convention has not been ratified or applied in the Republic of Ireland. "For international transport by air the provisions of the Warsaw Convention 1929 (as amended) relating to the carriage of passengers and their luggage by air or EU Regulation on Air Carrier Liability for travel by air, may apply, throughout the flight and during boarding and disembarkation. For international transport by water the provisions of the Convention relating to the carriage of Passengers and their luggage by sea, 1974 applies. Pursuant to these Conventions and the Regulation, the Organiser's liability is limited or excluded for death, personal injury, loss of or damage to luggage, and special provision is made for valuables."

Chalet facilities including WiFi, Hot Tubs and Saunas – All of our chalets have WiFi, hot tubs and/or saunas. The Organiser cannot be held liable for any compensation or refund due to WiFi, a hot tub or sauna not working but will make every effort to restore the facility to working order as quickly as possible.

15. Complaints:

(a) If the Consumer wishes to make a complaint in relation to a service or facility provided in connection with your holiday, they must immediately inform the Organiser's Resort Manager (and not only inform a chalet host or chef) at the location where the consumer is when the complaint arises, and if relevant, to the supplier whose services are involved, and shall if the Organiser requires, complete a form setting out in detail the Consumer complaint. If the Consumer fails to comply with such requirement then the Organiser will not accept any complaints which are not notified to the Organiser until after the holiday. (b) In the unlikely event that your problem cannot be resolved locally, and you wish to make a formal complaint, you must inform Highlife's Head Office (40 Dame Street, Dublin 2., Ireland) in writing of any complaint **within 28 days after your return to the port of departure or termination of the holiday** whichever is the earlier.

All correspondence should be addressed to: Customer Services, Highlife, 1st Floor, 40 Dame Street, Dublin 2, Ireland.

Please note that no refunds will be given for meals not taken/eaten.

16. Arbitration:

Any dispute or difference of any kind whatsoever which arises or occurs between any of the parties hereto in relation to any thing or matter arising under, out of, or in connection with this contract shall be referred to Arbitration under the Arbitration Rules of the Chartered Institute of Arbitrators – Irish Branch. Alternatively, claims for less than €1270 per booking form may be pursued through the Small Claims Court.

17. Governing Law

The contract arising from any confirmed holiday booking is to be interpreted under and is subject to, the laws of the Republic of Ireland.

18. Damage

Please treat the chalet and all Highlife property with respect and care. Highlife will be entitled to recover the cost of any damage, accidental or otherwise, caused by any member of your party before departure from the chalet. This will include damage to beds, wine spillage, cigarette burns and damage to hot tubs, saunas and any electrical equipment. If the cost of replacing or repairing any damage caused is not known prior to your departure you must leave details of a credit card that can be used to take payment once the amount is known. **Please ensure that your insurance policy covers accidental damage to the chalet and its contents.** Any subsequent claim that you may make against your insurance policy is not of concern to Highlife nor can it delay any payment required to Highlife for damage caused.

19. Chalet Access and Security

We take the security of our chalets, and of the belongings in them very seriously. However, owing to the nature of chalet holidays, the buildings may not be locked at all times, nor do all bedrooms necessarily have lockable doors in our chalets. If possible we will make them available. Other guests and employees will have access to the main entrance and chalet in general. Some chalets also have areas that are occupied, or are used from time to time, by the owner of the chalet, and they are entitled to access as required and may use facilities such as car parking. You must take reasonable precautions for your own safety and belongings. Whilst the Organiser will help, the Organiser cannot accept responsibility for the loss of personal possessions during your travel period.

20. Children & Infants

A person qualifies for Child reductions if they are aged 11 or under on the date of return travel, unless otherwise stated. Child discounts are calculated excluding the cost of travel (flights and transfers) and thus are based on the accommodation and food (bed & board) elements, as appropriate, of the holiday. Booster seats are provided in the transfer buses.

Infants are those under 2 years of age on the date of return travel. Infants must be aged over six weeks to travel by air. Please note that no seats are booked for infants. They must sit on an adult's lap unless a seat is vacant. Seats are reserved for infants in transfer buses and car seats are provided. The price per infant is €140 in Morzine chalets, €170 in Meribel chalets, and €200 in Val d'Isere chalets. This does not include any airline flight costs which will be added separately if arranged by Highlife. This does include accommodation, transfers, infant meals if desired, and provision of a cot, high chair and stair gates. An infant must share the room of the parents, or a room being occupied by another member of the same booking, but not a bed to themselves, unless an appropriate bed is vacant. You must cater for any medical/dietary requirements for your infant(s) as ingredients or specific foods may not be available to us in resort.

Ski pack prices and the elements therein, to include lessons, lift passes, children's clubs & equipment, will vary depending on the age of the child for each particular element and the details of any pre-ordered elements shall be included in the invoice sent to notify you of the balance due. Please contact your Highlife sales team for accurate pricing.

21. Group Bookings: Pre-booked ski pack requirements must be confirmed 10 weeks before departure.

22. In-resort shuttles/minibuses: In the event of bad weather, breakdown, unforeseen delays, accident or priority use, the Organiser cannot guarantee that the shuttle service will be available to transport clients. Each resort has an adequate free public transport system. The shuttle service provided by the organiser, or a third party, is a free service and is used by clients at their own risk.

23. Highlife Snow Guarantee

If more than 80% of the lifts are closed in your resort and ski school has been cancelled due to adverse weather conditions your resort representative will make every effort to arrange transportation to another ski area within 90 minutes drive and subject to the availability of transport. You will be requested to pay for this transportation. In this instance we will not be responsible for the refund of unused lift passes in your resort.

24. Lift Passes

Highlife can pre-order your ski lift pass for you. If you choose a lift pass that does not cover the full ski area in the resort to which you are travelling, and you subsequently need, through your own choice or due to the closure of parts of the ski area, or due to adverse conditions in parts of the ski area, to upgrade or change your lift pass to that of another ski area, or to the full area lift pass, you will be responsible for all the costs involved.

25. Ski Schools/Lessons: The Organiser cannot be held responsible for the refunding of any monies paid for any lessons provided by any supplier that the Organiser has, or has not, recommended. If you are not happy with the lesson you received you accept full responsibility for contacting the ski school in question before you depart the resort

and agreeing directly with them if there is to be any refund or otherwise due to your dissatisfaction with the service provided. If you contact the Organiser after you have left the resort they will not be able to represent your claim with the ski school.

26. Highlife Guiding

In the resort our hosts will arrange and host groups of guests to ski or snowboard together. This service is open to guests from all Highlife chalets, and once a week just open to people in a particular chalet, and is not exclusive to your party. Our ski hosts are knowledgeable and competent skiers and snowboarders who know the resort well. They will suggest routes, help you avoid bottlenecks, and try to ensure that the group stays safely together. They are not instructors or accredited mountain guides, and are not a replacement for instruction with one of the local ski schools. They will be able to advise and make arrangements for lessons if they have not been pre-booked. Highlife Guiding only takes place on marked pistes. If you wish to ski off-piste we can recommend a suitable ski school class or an accredited local mountain guide. If you partake in a Highlife Guiding session, or if you ski/snowboard with a representative of Highlife, Highlife cannot take responsibility for any injuries howsoever caused. At all times you must use your own judgement based on your ability and partaking is at your own risk. No compensation is available if any/all of the Highlife Guiding programme needs to be cancelled due to weather, injury, illness or any other reason. Our intention is to operate a full guiding service in all our resorts, however, the Highlife Guiding service may be restricted or curtailed in the event of a change of policy by the local authorities or a change to local regulations. A local charge may have to be levied if local authorities insist on the use of local ski instructors for Highlife Guiding and we are obliged to use this service.

27. Persons with a Physical or Learning Disability

While Highlife aims to provide the highest level of service to all customers, it is true to point out that Highlife is not a specialist tour operator in the field of holidays for those with a disability. In many cases overseas hotels, chalets and apartments may not be equipped to cater for the needs of many disabled holidaymakers. It is therefore important if you have any disability that the appropriate inquiries are made to Highlife about the suitability of the accommodation and resort and that you are fully satisfied you have made the correct choice before you book and confirm your holiday.

28. Data Protection

Highlife is committed to protecting your privacy and information. The information that we use is for the purpose of fulfilling our contract as a holiday provider and will be held on Highlife's computers/information systems for the following purposes:

- (a) Booking information
- (b) Information about you and your travelling party may be passed to our suppliers and others and may include details such as your dietary requirements, date of birth, and physical or mental health.
- (c) If you apply for insurance then we may process information about you and your travelling party and pass it to the insurers.
- (d) Information supplied by you may be processed by us for statistical analysis and or market research and may in certain circumstances be disclosed to our service providers for the purposes of fraud prevention and/or debt collection.
- (e) To contact you via letter, email or phone with details of selected Highlife products and services which may be of interest to you.

By entering into a contract with us you agree to the use and disclosure of information by Highlife as described. A copy of your personal information held by Highlife can be provided on request. You have the right to have any inaccurate personal information rectified or erased.

29. Statutory Rights: Your statutory rights are not affected.

30. Financial Protection & Bonding

Highlife is fully bonded and licensed by the Commission for Aviation Regulation (No. 0577) to protect holiday payment and repatriation.