

Please make sure that you have read all of the details in the Booking Information and Conditions below.



## BOOKING INFORMATION AND CONDITIONS 2019/2020

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 or any other person to whom you transfer a holiday that you have bought.

### 1. Booking your Holiday

When booking your holiday you will have to pay:

- A non-refundable deposit of €300/£300 per person (excluding infants) plus the relevant insurance premium if purchased at the time of booking
- The cost of any flights that we might be purchasing on your behalf if they are not on our standard Dublin – Geneva or Dublin – Lyon schedules
- A non-refundable deposit of €500/£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 or one or more 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.**

**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 per person holiday cost will be re-calculated based on the final number of guests plus any cancellations charges that may apply to the cancelled people, plus any supplement that may apply based on there being an empty bed, as detailed in the Payment/Cancellation conditions in clause 3 below. Any amounts that are not paid by a cancelled person(s) must be paid by the others in the booking prior to travel.

**Reduction in the number of people in your booking:** If you book 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, you will be liable for any empty bed supplements as applicable. Highlife also reserves the right to change your accommodation to a different chalet or to different rooms within the booked 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.

### 2. Brochure Information and Prices

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. Payments and Cancellation

Payments can be made by bank draft, electronic/telephone/in-branch bank transfer, cheques made payable to "Highlife Adventures Ltd", or with Visa or Mastercard credit or debit cards.

If you use a Visa or MasterCard credit or debit card then your card details will be securely stored using the globalpayments/Realex payment service, and in the event that your holiday balance becomes overdue we will process the balance due on this card, and will contact you via email or SMS to let you know once the payment has been processed.

**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.** 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 (either cancellation must be notified in writing) the following cancellation charges are payable by each person covered by a booking.

Apart from the charges in the table below, you are also liable for any flights, insurance, ski packs or childcare, or other in-resort services ordered on your behalf. These will not be refunded upon cancellation, and need to be paid for at the time of cancellation if they have not already been paid for.

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

**Sole-occupancy bookings:** If you have booked your accommodation on a sole occupancy basis and a person cancels and you cannot fill that persons 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. Please also see note 1 regarding a reduction in the number of people in your booking.

#### 4. Flight Purchase and Baggage

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. Any flights that are purchased on your behalf are non-refundable.

Where the Organiser has included in the holiday price a flight, which may or may not have a cost that has been detailed separately, 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 has 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 on top of any deposit that has been 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 a fare available at that time. The price for the same flight may subsequently increase or decrease at any future time but your price will have been fixed at the time you and you 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 (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. If no fare method has been ticked, but you have requested that we purchase a flight for any/all of the party then the Actual Fare Method will be applied.

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. Please note that the airline may change the flight times from those advised at the time of purchase and if this happens, we cannot be held responsible for any consequential costs or issues that this may create for your party.

If any person in the party decides that they would rather purchase their own flights, they must check with Highlife to ensure that their flight and hence airport departure and arrival times coincide with Highlife's airport transfer schedules. **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. If any person has bought their own flights and those flight times subsequently change at any stage then it is their responsibility to provide us with the revised flight details and they will be responsible if there are any increased transfer costs due to the time not coinciding with the previous transfer arrangements.

**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.

**Baggage:** We will only purchase baggage on your behalf if requested and confirmed by you – do not assume that we have bought baggage on your behalf. If we have, it will be detailed separately on your Holiday Account or Balance Report – so if there is no charge evident then we have not paid for it for you, or charged you for it, so if you want it you need to contact us. Any baggage purchased is non-refundable. **If you have to purchase baggage at the airport at a higher rate than is available if pre-purchased, Highlife will not be liable for the difference in the price.**

#### 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 7.30 – 9.30am each day except on a Saturday when breakfast will start at 8.00 and on a Sunday when breakfast will be available from 6.30 - 9am. Any earlier departures will have a continental breakfast; Afternoon treats will be left out for your return from the slopes; 6 evening meals – there is no meal provided on 1 evening, (normally Thursday but subject to change – and on that day it will be a

continental breakfast with porridge but no other hot options). For dinner the chalet chef will prepare a 3-course menu and there is no choice for each course. The only variation will be for pre-alerted dietary requirements

- Wine, beer, soft drinks, digestif, tea, coffee. Wine and beer will be available from 6pm each day. Your chalet host will offer an aperitif at approximately 6.30pm. 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 differ for each resort so please familiarise yourself with the details for the resort you are visiting
- Bed Linen (not changed during your stay), Bathrobes & Slippers (not provided for children) and Towels (usually changed twice during your stay depending on the length of stay)
- Any applicable local taxes such as Tourist Taxes

**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 any day when there is no evening meal provided – this is at your expense and it is not possible to cook in the chalet.
- Costs associated with providing meals for guests with certain dietary requirements or requests for particular foodstuffs – such requirements may incur an extra per person charge – you will be advised of the costs once we know the details of what is being requested
- Costs for loss of baggage or for arranging the collection of your baggage if mistakenly taken by another person to a destination other than where you are staying

## 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/by email 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 is bound by these terms and conditions. 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 practical to facilitate that change. Such change must be made in writing 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 and Other Requests

Special requests need to be communicated by the consumer in writing, or 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.

Children in chalets – All of our chalets can be booked on a room by room basis. Unless you are booking a chalet on a sole occupancy basis then you may end up sharing with other parties with children (age 11 or under). If you request to stay in a chalet either specifically with or specifically without children then we will endeavour to meet this request but we cannot accept any liability or offer any form of compensation if you do not eventually stay in a chalet with the age profile that you requested. We may suggest a change of chalet to where there is a mix closer to your preferences with the intention of meeting your request.

## 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 guests and that transfer bus may stop at several pick-up or drop-off points en route.

Our transfer providers have a cleaning/soiling charge of €75. As a passenger it is your responsibility to notify the driver if you are not feeling well during the transfer so they can stop and allow you to exit the vehicle.

Missed Flight/Transfer – If for any reason any member of your party misses their flight or is not at the transfer meeting point 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 - €400 for a one way transfer).

Similarly, if for any reason you need to leave the resort earlier than planned, Highlife can arrange 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, or to a different airport or at a different time to others in your party, 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. You may also have to wait up to one hour in the airport upon arrival as you may be sharing the transfer with guests that arrive on a different flight. If there was to be a delay to their flight there may then also be further delays to your transfer.

**PLEASE NOTE:** Due to the cleaning of our chalets and apartments, your accommodation will not be available until 11am in Morzine and 2pm in Meribel and Val d'Isere on the day of arrival. In our chalets in Morzine you must vacate your chalet by 9am a on your departure day. In Meribel and Val d'Isere you will need to vacate your chalet by 10am on your departure 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 passengers who are 28 weeks or more pregnant on the date of return travel. If you are in doubt please check with your airline. Please also 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. Highlife reserves the right to change your accommodation from one chalet or one resort to another, or within the same resort, to facilitate having parties stay together if such a move would facilitate this change. If the price of the revised chalet is higher you will not be charged any extra if there is a difference in the price, and if the price of the chalet you are changed to is lower you will be refunded any difference in price.

(b) If as a consequence of "force majeure" (as hereinafter defined in subparagraph (e) 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) If prior to the time of departure there is a cancellation, or a major change, such as a change of destination/resort, 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.

(d) Where the Organiser makes a major change to the holiday as contemplated in subparagraph (c) 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) 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

(e) 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:** We highly recommend 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 and within 24 hours, 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

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. It is your responsibility to confirm the weight limits prior to travel with the relevant airline.

### 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 free Wireless Internet (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. Due to the alpine location of our chalets this may take several days to get fixed. If you are staying in one of our chalets that are adjacent to another of our chalets then if there is a technical issue we may allow the adjacent guests access to the sauna and/or hot tub facilities in your chalet.

With regards to the wireless internet in our chalets, it is a domestic service in each chalet and it can prove to be unreliable due to weather, large snowfalls, or when there are a lot of different devices trying to connect at the same time, and some devices will not connect automatically or have difficulties connecting. It is available in the living areas of all chalets but the signal strength is very limited or non-existent in many chalet bedrooms. If internet access will be a key part of your holiday then you may need to make alternative arrangements such as using the wireless offerings available in the resort in general such as in bars or the tourist office. The chalet team are not technically trained to fix such IT issues and so they will need to rely on 3<sup>rd</sup> party telecom providers coming to the chalet to fix any issues, which may take several days.

**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 Management (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 notified to the Organiser 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 (19 Main Street, Blackrock, Co. Dublin., 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, 19 Main Street, Blackrock, Co. Dublin, 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. Claims for less than €2000 per booking form should 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/hotel. This will include damage to beds, furniture, 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. All chalets have safes in the rooms, but we would recommend not bringing valuable items with you. Whilst the Organiser will help, the Organiser cannot accept responsibility for the loss of personal possessions during your travel period. If you ask us to store any personal belongings for you because you are planning to return on a holiday with us at a future time we do not accept responsibility if those items are subsequently lost or damaged or stolen – they will only be stored on the basis that you bear all the risks and consequences if they are lost or damaged or stolen whilst in our care.

**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. Child beds will often be a small single bed, or a fold-out single bed, and not necessarily a full-size adult single bed.

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 our sales team for accurate pricing.

Babysitting – A member(s) of our chalet team may agree, upon request by you, to babysit your children in your chalet. If this is arranged by you then all monies due are to be paid directly to that team member and do not form any part of your holiday package, nor can Highlife accept any responsibility for any event/action that may occur during the period of the agreed babysitting/childcare.

Marmotte Club – If you book your child into the Highlife Marmotte Club, operating on certain school holiday weeks in Morzine only, you need to inform us of any dietary or medical requirements/conditions that are relevant for your child. One of our team will be meeting your children after their ski lessons (if applicable), and taking them from the ski school meeting point to the lunch place each day. If there was to be an unexpected issue (e.g. the ski lifts close due to adverse weather) and our team member cannot get to the meeting point then your child will remain in the care of their ski instructor or any other person as the ski school/Highlife deems suitable. Highlife cannot be held responsible for any distress or damage you suffer due to operational issues with reaching your child, but will endeavour to minimise any time delays and to keep you informed as much as possible/necessary as to any delays and progress.

**21. Group Bookings:** Pre-booked ski pack requirements must be confirmed and paid for at least 4 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. **Please note that the shuttle service we provide in each of our resorts is different so you need to refer to the details for your resort and cannot assume it is the same as another resort you may have visited with Highlife in the past.**

**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. Ski Packs and Activity Bookings:** Any activities, excursions or ski packs that you may choose to book or pay for in addition to your package holiday and/or whilst you are on holiday are not part of your package holiday provided by us. For any activity, excursion or ski pack not booked as part of your package holiday, your contract will be with the provider of the activity, excursion or ski pack and not with Highlife. Where you have booked an activity, excursion or ski pack in resort we act as a Selling Agent for the provider of the activity, excursion or ski pack. We are not responsible for the provision of the activity, excursion or ski pack or for anything that happens during the course of its provision by the provider. Please note this includes all sporting activities. It is your responsibility to act with due care at all times and to be insured to the levels reasonably required for your circumstances and the activity concerned. Some activities rely on satisfactory levels of snow and/or ice and should the levels be inappropriate, providers will do their best to offer alternative activities. No guarantee is given as to the specific length or time duration of each activity. Minimum numbers and/or suitable weather conditions are required for certain activities to take place. If the required numbers are not reached, or the weather prevents the activity taking place at all during your holiday, or the activity is withdrawn by the provider for any reason, any refunds must be negotiated directly with the provider and cannot be guaranteed by us as we act as an agent and are not responsible for the provision of the service or activity normally. No refunds or compensation will be paid by the service providers if you simply change your mind about taking part in an activity after booking it, or miss the transport provided, or fail to arrive at the designated meeting point on time, or, in your or the provider's judgement, cannot physically cope with the activity.

When we on behalf of the Ski Pack Service Provider issue a written confirmation to you, this signifies that the Service Provider has entered into a contract with you, which is subject to these Booking Conditions (and any other conditions imposed by the Ski Pack Service Provider) and the Ski Pack Service Provider's terms and conditions. We will take payment from you on behalf of the Ski Pack Provider. The Ski Pack Service Provider has the right to refuse any booking prior to or following the issue of your written confirmation, even if monies have been paid and banked. Where they do so, they will endeavour to offer you an alternative service. Where the alternative is acceptable, the monies you have already paid will then be credited towards the cost.

The Service Provider will endeavour to ensure that, once confirmed, your booking is not changed in any significant way or cancelled. However, changes outside the control of the Service Provider occasionally occur and bookings have to be changed or cancelled or errors in brochure or other details corrected. The Service Provider reserves the right to do so. We are not liable for any changes, cancellations or errors made by the Service Provider (including the effect of any change or cancellation of any other services). Where a Service Provider cancels a booking or the Service becomes unavailable for any reason, the Service Provider will where reasonably possible endeavour to offer you an alternative. You will be responsible for meeting the cost of the alternative service but any amounts paid towards the cost of the cancelled booking will be credited to the new booking. Service Providers are entitled to make non significant changes to your booking without having any liability to you. We take due care and do everything we reasonably can to ensure that the information provided by the Ski Pack Service Provider is accurately and completely conveyed in the brochure, on our website or in other material produced and circulated by us. If we become aware of any changes to any services booked through us, we will always tell you as soon as possible, if we think your holiday is likely to be materially affected. Neither Ski Pack Service Providers nor Highlife can accept responsibility for any changes or closures to area amenities or attractions mentioned in the brochure/on our website, by our holiday advisers or advertised elsewhere.

As we act solely as Selling Agent and have no control over any service provided by any Ski Pack Service Provider, we have no liability for the act(s) or omission(s) of any Ski Pack Service Providers or any person(s) used or provided by them or for the Service or for your holiday. **If you are not entirely satisfied with the Service, you should contact the Ski Pack Service Provider immediately and attempt to resolve the problem on site during the holiday.** This is very important, as it gives the Service Provider the opportunity to understand the nature of your concern, and respond quickly and effectively. Claims that have not been registered with the Ski Pack Service Provider or with us as soon as possible during your holiday cannot be accepted. The Ski Pack Service Provider should be given the opportunity to rectify a situation. Please help the Service Provider to help you by following this procedure. If after that you still feel that the problem has not been resolved to your satisfaction, you should within 7 days of the end of the holiday put comments in writing to us. Where it is not possible to resolve the concern directly with the Service Provider, you should contact our Resort Representative for assistance. If you fail to follow this simple complaints procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result. We will endeavour to assist in resolving any dissatisfaction but do so purely on a goodwill basis and without any responsibility for any complaints or claims. The Service is provided by persons, firms, companies and other bodies which are wholly independent of us and for whom we act solely as agent. Copies of the Service Provider's terms and conditions are available on request from the Agent or the Service Provider. Where we act as Agent for the Service Provider, notwithstanding our Agency position, we voluntarily accept all the obligations that flow from the Package Travel Regulations and the CAR regulations for the purpose of financial protection under this scheme. The contract between you and the Ski Service Provider and any matter arising out of or in connection with it is governed by the law of the country where the Service is performed.

**Damage to Hired Equipment:** If your rented equipment is damaged during the rental period then you will have to pay for the repair and/or replacement of that equipment directly with the Service Provider (such as the ski shop) before you leave the resort. We strongly recommend that you check that your personal insurance covers you for loss/damage to hired equipment. Ski-hire shops may offer insurance to you and we recommend that you accept this if your own travel insurance policy does not cover you.

**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, or if you lose your lift pass and it has to be replaced, you will be responsible for all the costs involved.

**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.

**25. 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.

## **26. Data Protection:**

### **Your Privacy**

For your protection, Highlife is a licensed and bonded Travel Agent. Our licence number is TA0577.

The aim of this privacy policy is to let you know what personal information we collect from you when you use our website, communicate with us by email or telephone, book holidays with us, or apply for a job with us. It describes how we store and use your personal information and how you can access and manage this information. Your personal information (also called 'personal data') is the information which identifies you as an individual that we get from you and others in various ways. We will never sell or share your personal information with any party other than those suppliers that will provide a service as part of your holiday.

Highlife is the data controller for the purposes of the European General Data Protection Regulation (**GDPR**) and data protection legislation from time to time in force and is responsible for your personal data.

The information that we use is for the purpose of fulfilling our contract as a holiday provider and will be held on Highlife's information systems for the following purposes:

- To book flights and other holiday elements

- If you buy insurance, we may process information about you and your travelling party and pass it to the insurers
- 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
- 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 Highlife, 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.

**Types of personal information collected by Highlife:** We will collect personal information that you provide to us when contacting us via our website, completing a booking form, subscribing to mailing lists, entering competitions, when applying for jobs with us and when contacting us both on and offline.

The type of information we might collect from you includes name, address, contact information including phone and email.

If you apply for a job with us (for example sending us your CV or application form or completing an application via a job board) the personal data contained in your application will be collected by Highlife and will be processed for the purposes of managing our recruitment related activities, which include setting up and conducting interviews, evaluating and assessing the results, and as is otherwise needed in the recruitment and hiring processes. We may also keep records of references received from third parties and of any other communication or correspondence between you and us.

We will automatically collect some information when you use our website, access our marketing information or contact us by email or phone including:

- Browsing, purchase and search history.
- We may also use software tools such as Google Analytics to measure and collect session information, length of visits to certain pages, repeat visits and page interaction information (such as clicks and mouse movements).
- The domain and IP address that your computer uses to connect to the internet; your computer, browser, operating system, internet connection, referral information, search terms and other standard information collected by default by tools such as Google Analytics.

In addition, if you 'like' our page on Facebook or 'follow' us on Twitter we will receive your personal information from those sites.

**How do we use your personal information?** We will only use your personal data when the law allows us to. Our legal basis for the processing of personal data is our legitimate business interests, described in more detail below, although we will also rely on contract, legal obligation and consent for specific uses of data.

We will rely on contract if we are negotiating or have entered into an agreement with you or your organisation or any other contract to provide services to you or receive services from you or your organisation.

We will rely on legal obligation if we are legally required to hold information about you to fulfil our legal obligations – for example, we are legally required to hold passport information of all individuals staying in Highlife chalets and to confirm your right to work where you are offered employment with Highlife.

We will in some circumstances rely on consent for particular uses of your data and you will be asked for your express consent if legally required.

With respect to marketing, if you have previously engaged with us for the provision of services and we are marketing other related services we will take your consent as given unless or until you opt out. For other types of e-marketing if you have previously registered with us to receive Highlife marketing then we will continue to send marketing materials to you. You have the right to opt out of receiving marketing materials from us in any circumstances and at any time by contacting us on [unsubscribe@highlife.ie](mailto:unsubscribe@highlife.ie) or by phone (+353 1 6771100).

Please note that where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you. In this case, we may have to cancel a product or service you have with us.

**Our Legitimate Business Interests:** As a chalet operator and organiser of ski holidays, we are exercising a legitimate interest in collecting and retaining the personal data of our clients and suppliers so that we can organise your holiday and provide you with the services promised. We also have a legitimate business interest in sending relevant and useful information about our chalet offering and services to clients and potential clients in order to develop our products and services and grow our business.

With respect to managing our recruitment process, we have a legitimate business interest in solicitation, evaluation, and selection of applicants for employment.



**Cookies on our website:** A cookie is a small text file that is stored on your computer or another device when you visit a website. They are very widely used in order to make websites function properly, or more efficiently, as well as provide information to the owners of the site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences. Overall, cookies help us provide you with a better website, by enabling us to monitor which pages people find useful. A cookie in no way gives us access to your computer or any personal information about you, other than the data you choose to share with us.

Highlife uses cookies to collect information about your usage of our website. This helps us to give you the best possible user experience. Users may opt out of Google's use of cookies by visiting the [Google advertising settings](#) page. By using the Highlife website, you will be asked to consent to the use of cookies. If you do not consent to the use of cookies, please ensure that your browser or computer/device is set to reject or prompt before accepting third-party cookies. This may prevent you from taking full advantage of the website.

**Making sure your personal data is secure:** Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access. All information you provide to us is stored on secure servers in Ireland. We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions. We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so. We may disclose your personal information to any member of our group, which includes our operational office/team in France.

**Service Providers:** We may disclose your personal data to third party companies and individuals we engage including:

- Partner companies – we will only pass on information that is required in order to fulfil the booking or enquiry, such as name and address to delivery companies and name and passport information to airlines.
- Ski guides/schools, lift pass, equipment shops, nannies and transfer companies.
- Our professional advisors including lawyers, bankers, accountants, auditors and our insurers.
- Facilitate our site and services.
- Provide certain functions on our behalf in connection with the operation of our business.
- Perform site-related services.

**Establishing or defending legal claims:** sometimes it may be necessary for us to process personal data and, where appropriate and in accordance with local laws and requirements, special category personal data in connection with exercising or defending legal claims. This may arise for example where we need to take legal advice in relation to legal proceedings or are required by law to preserve or disclose certain information as part of the legal process.

**Business Re-Organisations:** we may need to disclose your personal data to third parties if we choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this Privacy Policy.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

Compatible with the GDPR we will endeavour to keep your information accurate and up to date, and not keep it for longer than is necessary. Highlife is required to retain information in accordance with the law, such as information needed for income tax and audit purposes. How long certain kinds of personal data should be kept may also be governed by specific business-sector requirements and agreed practices. Personal data may be held in addition to these periods depending on individual business needs. For details please contact the Data Protection Representative.

Under the GDPR you have the right to:

- **Request correction** of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- **Request erasure** of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing.
- **Object to processing** of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes. To stop receiving marketing communications from us or change your preferences please contact us on [info@highlife.ie](mailto:info@highlife.ie).
- **Request the restriction of processing** of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example, if you want us to establish its accuracy or the reason for processing it.
- **Request the transfer** of your personal information to another party in certain formats, if practicable.
- **Withdraw consent to processing at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

- **Make a complaint** to a supervisory body which in Ireland is the Data Protection Commissioner's Office. The DPC can be contacted here: Office of the Data Protection Commissioner, Canal House, Station Road, Portarlington, Co. Laois, R32 AP23, Ireland. Phone [+353 \(0761\) 104 800](tel:+353(0)761104800) | LoCall [1890 25 22 31](tel:1890252231) | Fax +353 57 868 4757 | [info@dataprotection.ie](mailto:info@dataprotection.ie)
- If you wish to exercise any of the rights set out above, please contact the DPR at [simon@highlife.ie](mailto:simon@highlife.ie).
- You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.
- We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.
- We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

#### **Changes to this Privacy Policy and your duty to inform us of changes**

This version was last updated on 24<sup>th</sup> May 2018. Any changes we make to our Privacy Policy in the future will be posted on this page. Please check back frequently to see any updates or changes to our Privacy Policy. It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

**Contact Us:** We have appointed a DPR who is responsible for overseeing questions in relation to this Privacy Policy. If you have any questions about this Privacy Policy, including any requests to exercise your legal rights please contact:

**Name:** Simon Egan    **Email:** [simon@highlife.ie](mailto:simon@highlife.ie)    **Phone:** +353 1 6771100

If at any stage you would like to stop receiving direct communications, please let us know and we shall remove you from our mailing list immediately.

**27. Statutory Rights:** Your statutory rights are not affected.

**28. Financial Protection & Bonding:** Highlife is fully bonded and licensed by the Commission for Aviation Regulation (No. 0577) to protect holiday payment and repatriation.