



YELLOWSTONE BOOKING TERMS AND CONDITIONS

1. BOOKING A HOLIDAY

a) A holiday booking is made between Thunderbird Ski Limited ('Yellowstone') and the named person on the invoice, who must be over 18 years of age ('you'). All correspondence to Yellowstone is to be addressed to: Yellowstone Ski Lodge, c/o Thunderbird Ski Limited, Tanners, River, Petworth, West Sussex GU28 9AY, UK.

b) The contract between you and Yellowstone Ski Lodge, c/o Thunderbird Ski Limited is in all circumstances to be governed by these booking conditions.

2. AMENDMENTS BY YOU

a) Amendments must be confirmed in writing, signed by you or any authorized member of your group. They will come into effect on the day that they are received by Yellowstone. You agree to indemnify Yellowstone for any reasonable expenses incurred in making an amendment whether or not Yellowstone succeeds in confirming your request.

b) Subject to availability, any change of dates within the same winter season more than 70 days prior to departure will be accepted by Yellowstone without administration charge. If the rate of the chosen week is higher than the original the difference will need to be settled by the booking party and if lower the original rate of the week chosen will continue to apply. A change of dates to a future winter season or within 70 days of departure will be deemed a full cancellation. Please see Clause 3 below.

3. AMENDMENTS BY YELLOWSTONE

a) We reserve the right to advise you of a change to your holiday both before and after you make a reservation. An amendment made prior to departure which is deemed to be significant by Yellowstone (for example a change of dates or a change in accommodation standards) gives you the right to cancel the holiday if you choose. Should you cancel in such circumstances you will receive a full refund. In all significant cases we will also pay you compensation as follows:

Days before departure Compensation per Chalet booking

More than 70 days £100

69-28 days £200

27-0 days £300

b) Where a property has been booked by the room, compensation will be paid pro rata to clause 3(a).

c) Once your holiday has started, Yellowstone will pay you a pro-rata refund for any part of your holiday which, due to an amendment made by Yellowstone, cannot be taken.

d) Please note that Yellowstone cannot pay expenses, costs or losses incurred by you as a result of any change or cancellation and shall not be liable for any refund should Yellowstone be forced to cancel or change your holiday due to circumstances amounting to Force Majeure. Such circumstances shall include, but are not limited to, war or threat of war, riot, civil strife, terrorism, industrial disruption, natural disasters, fire, technical problems, adverse weather, governmental action and similar events beyond our control.

4. CANCELLATION BY YOU

a) Any cancellation will come into effect the day written notice is received by Yellowstone and will be refunded as shown in the table below. Recorded delivery is strongly recommended.

Deposits are non-refundable.

Refunds on the balance are based on the notice given.

They are as follows:

- More than 70 days: 50% refunded
- 69-15 days: 15% refunded
- 14-0 days: 0% refunded

b) Depending on the reason for your cancellation, you may be able to reclaim these charges under the terms of your insurance policy.

5. CANCELLATION BY YELLOWSTONE SKI LODGE

a) In all cases, Yellowstone reserves the right to cancel your holiday for the dates you have reserved. This is extremely unlikely, but should this event occur you will be fully refunded and compensated as set out in clause 3(a).

b) If you fail to pay the balance of the booking price or other costs before the due dates, we reserve the right to cancel your reservation with no refund to you.

6. YOUR RESPONSIBILITIES

a) As part of this contract you hereby agree to guarantee payment for any chargeable services requested by any member of your group either before, during or after your holiday.

b) It is your responsibility to ensure that each member of your group carries adequate winter sports insurance.

c) Please treat the Chalet and all Yellowstone property with care and respect. Yellowstone will be entitled to recover the cost of any damage caused by any member of your group before departure from the chalet. Please ensure that your insurance policy covers accidental damage to the chalet and its contents. Behaviour deemed unacceptable by Yellowstone will result in the termination of your holiday and you shall have no right to a refund for your holiday or any expenses incurred as a result of the termination.

d) Please note that Yellowstone operate a zero tolerance policy on drugs, and smoking is not allowed inside the chalet. You are also expected to act responsibly with you and other guest's consumption of alcohol. The chalet staff are allowed to refuse guests alcohol and remove guests from the chalet if the above rules are not respected.

e) It is your responsibility to provide written details of any allergies suffered by any member of your group.

7. YELLOWSTONE'S RESPONSIBILITIES

a) Yellowstone accepts responsibility for ensuring that the holiday which you book with Yellowstone is supplied as described in the booking information on www.yellowstoneskilodge.co.uk

b) Yellowstone accepts responsibility for any loss, death, injury or illness caused by the negligent acts and/or omissions of Yellowstone's employees whilst acting within the scope of their employment in the provision of your holiday, except where the failure to perform or the improper performance was due to:

- Your own acts or omissions.
- Acts or omissions of a third party not involved with the provision of your holiday.
- Circumstances which were unforeseeable or unavoidable even when exercising all due care.
- Yellowstone's liability shall in all cases be limited in accordance with international conventions concerning transportation and accommodation.

8. PRICE GUARANTEE

Once your holiday has been booked its price will be fixed, in spite of any currency fluctuations. However, we reserve the right to amend our tariffs at any time before you make your reservation and you will be notified if any such amendment has been made.

9. HEALTH, PASSPORTS & VISAS

It is your responsibility to ensure that documents are in proper order before you travel. Yellowstone accepts no liability for any loss or inconvenience caused as a result of your failure to take reasonable care in this respect.

10. TRANSPORT

Yellowstone cannot accept responsibility for guests missing flights for any reason or mislaying or destroying travel documents, and no credit or refund will be given if you fail to take up a component of your holiday as a result.

Yellowstone offer a chauffeuring service between the hours of 9am -6pm. You are responsible for your own safety in the Yellowstone chauffeur driven car. The driver reserves the right to refuse entry into the vehicle or to terminate the drive should any member of the group be disruptive to the detriment of others and their concentration.

11. ANY PROBLEMS

If you are ever unhappy with any aspect of your holiday, you must address your complaint immediately to both the Chalet Manager and our UK Office. In the unlikely event that your problem cannot be resolved locally, you must inform Yellowstone in writing of your complaint within 28 days of your return.

12. SKIING WITH YELLOWSTONE

a) It is the responsibility of you and your group to judge the suitability of each area in which you ski. If you or any member of your group ski in a location on the recommendation of or are accompanied by any representative of Yellowstone, Yellowstone will not be liable for any injuries howsoever caused.

b) Whilst we would be happy to recommend local guides, we cannot accept any liability arising from bookings for extra services provided by third parties.

13. FACILITIES

- a) The chalet has a hot tub and sauna and guests use them at their own risk. Yellowstone can accept no responsibility for accidents/injuries whilst using these facilities.
- b) Children must be supervised whilst using chalet facilities including, but not limited to the jacuzzi and sauna. Chalet staff are not responsible for babysitting/child care.
- c) The internet must only be used in a respectful manner and no illegal use is allowed. The Yellowstone staff reserve the right to remove access from the guests if they deem appropriate. The internet is not always guaranteed in the chalet as the resort does not have the strongest connections, best to use this at off peak times. Internet access for children (under 18) is to be monitored by an adult within the party and is not up to the Yellowstone staff.

14. GENERAL

- a) Headings within these booking conditions are for reference purposes only and all images/floor plans are intended to give a general impression only.
- b) Please note that check in time for the chalet is 4pm and check out is 10am. This allows for the chalet to be fully prepared for your arrival.
- c) Your holiday booking is an English law contract and you agree to the jurisdiction of the English Courts.
- d) Thunderbird Ski Limited is registered in England no: 7028597.

Full-week prices are quoted on the basis of a whole-chalet reservation (12 guests) and two people sharing a room. Maximum occupancy is 12 adults and three children.

A non-refundable 40% deposit is required when making the booking. The balance is due ten weeks before travel.

Short breaks are available to book six weeks before the departure date and can be made for Sunday to Thursday, or Thursday to Sunday.

For more details, contact Holly on:

+ 44 77 259 74014

holly@exclusiveten.co.uk