



Booking Terms & Conditions

By asking us to confirm your booking or confirming online, we are entitled to assume that you have had the opportunity to read and understand all booking conditions and agree to them.

In these booking conditions:

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

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

Section A – All Bookings

1. Making your booking

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

We will then check availability of your preferred apartment / hotel and provide you with a detailed and bespoke costing. Once you have received this, if you request it, we will hold the option for you for 24 hours if nothing else is agreed.

If you wish to proceed with a booking we will send you an invoice, which must be settled within 24 hours. If we do not receive the complete deposit within 24 hours we will treat your booking as not confirmed. Should you have problems confirming within the time stipulated please contact us.

Please check the confirmation and invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation, invoice or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. Where changes can be made, you will be responsible for any charges applied by suppliers or otherwise incurred as a result.

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

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

2. Payment

In order to confirm your chosen reservation, the applicable deposit must be paid at the time of booking. In some cases, if you book within a certain number of weeks of departure you may have to pay the full cost at the time of the booking.

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

3. Your contract

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

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

4. Changes by you

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

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

5. Cancellation by you

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

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

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

6. Changes and cancellation by the principal

Except as set out in Section B below, if there is a change to or cancellation of your arrangements we will confirm the new details to you together with any compensation, if applicable, that may arise from your cancellation.

7. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation or expenses where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any situation within our reasonable contemplation, which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations may include, whether actual or threatened, riot, civil strife, terrorist activity, industrial dispute, natural disaster, exceptional adverse weather conditions, fire, the effect of the United Kingdom's decision to leave the EU, pandemics, and all events of a similar nature.

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

8. Liability

- Your contract for your confirmed arrangements is directly with us, the principal concerned. The terms and conditions of your confirmed arrangements will apply to your contract.

9. Complaints and problems

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

cipal's complaints procedure.

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

10. Insurance

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

11. Damage

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

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

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

12. Behaviour

When you book with or through us, we will expect you to have consideration for other people. No pets are allowed in the property without the prior written agreement of the principal. Smoking is not permitted inside any property, outdoor smoking area are provided. Subletting, sharing or allowing people other than those contracted to stay at

the property is prohibited. If in the reasonable opinion of the principal or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property or breaks any other condition of the booking, the principal will be entitled, without prior notice, to terminate the booking of the person(s) concerned. In this situation, the person(s) concerned will be required to leave their accommodation. No refunds will be made, and the principal will not pay any expenses or costs incurred as a result of the termination.

13. Conditions of suppliers

The services which make up your booking may be provided by independent suppliers to the principal. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you.

14. Excursions, activities and general area information

We may provide you with information (before departure and/or when you are away) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised, controlled nor endorsed in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we or the principal suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We do not accept any liability on any basis in relation to such activities or excursions.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities or excursions referred to in our brochure, on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your booking, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities or excursions which can reasonably be expected to affect your decision to book with us, we will pass on this information at the time of booking.

15. Passports, visas and health requirements

Most European citizens currently (September 2021) require a passport valid for at least 3 months on the day after you leave when visiting Austria. Your passport must also be less than 10 years old on the day after you leave. Any extra months on your passport over 10 years may not count towards the minimum period needed. If a visa is required, we expect you to check up on the requirements. Requirements may change and you must check the up to date position in good time before departure.

Some countries will require that travellers have received at least 2 vaccinations against Covid-19 in order to gain entry to that country. Usually your second vaccine needs to have been given at least 2 weeks before travel. You may also be required to have a health pass showing your vaccination status (or a negative Covid-19 test result) to access public services, restaurants, cafes, public transport or other venues. It is your responsibility to check any such criteria before you travel.

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

16 Austrian Government advice

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

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

17. Website / advertising material accuracy

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

Section B – Apartment BOOKINGS

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

1. Payment

In order to confirm your apartment booking, the applicable deposit (or full payment if booking within 61 days prior of departure) must be paid at the time of booking.

The balance of the booking cost must be received by us not less than 60 days prior to departure. This date will be shown in your booking documentation. If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in Section B clause 3 depending on the date we reasonably treat your booking as cancelled.

Deposit payments may be paid by card or bank transfer.

Balance payments must be paid by card or bank transfer.

2. The cost of your arrangements

All our apartment prices are quoted in euros Please note, changes and errors

occasionally occur. You must check the price of your chosen apartment at the time of booking. We reserve the right to increase or decrease prices of unsold apartments and to correct errors at any time.

Please note that all prices are per apartment and not per person, if you book an apartment and cannot fill it the price remains the same.

3. Changes and cancellation by you

Should you wish to make any changes to your confirmed holiday you may do so as referred to in Section A clause 5.

Note that all non-refundable bookings will remain non-refundable regardless of the reason for and time of cancellation.

All apartment bookings are made for the whole apartment . If any member of your party is unable, or no longer wishes, to travel for any reason, you may transfer their place to someone else (introduced by you) providing we are notified of their name and contact details prior to your arrival. If any costs and charges are incurred by us and/or incurred or imposed by any of our suppliers as a result, these must be paid prior to arrival. If you are unable to fill the apartment the price will remain the same as at the time of booking. You may cancel your confirmed apartment booking at any time before departure. You may also transfer your booking as referred to above. Should you need to cancel your booking once it has been confirmed, the party leader must immediately advise us by e-mail or by posting or hand delivering written notice of cancellation to us. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking the cancellation charges set out below will be payable. If you are unwilling to travel for any reason, or you are unable to travel due to medical reasons (including linked to Covid-19) and you wish to cancel your booking, cancellation charges will apply.

You must comply with any applicable Covid-19 guidance from your place of residence and the destination country. If you cannot and have to cancel your booking, cancellation charges will apply.

You should obtain travel insurance to cover the risk of cancellation for any reason.

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

Period before departure within which written notification of cancellation is received by us
Cancellation charge per booking:

61 days or more – 40%

31 – 60 days – 80%

30 days or less – 100%

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

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

4. Changes and cancellation by us

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

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

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

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

In the event that your holiday arrangements cannot proceed because your accommodation is not available for any reason (except as set out below in this clause) and we are unable to provide a reasonable alternative, we will refund the payments you have made to us for your booking. Should a reasonable or improved alternative be offered, a refund will not be applicable. We will not be responsible for any other expenses including without limitation, the cost of flights or any other form of transport. If at the start day of your booking it cannot proceed due to any of the following reasons linked to the coronavirus pandemic you will be entitled to a credit note for 100% of the booking cost to be used at any point up until the end of the 2022/2023 season. If you chose not to accept this credit note at the time of cancellation, we will refund 90% of the payments you have made to us directly relating to your apartment accommodation booking. 10% will be retained by us to cover our operational costs in accepting your booking. The accepted coronavirus related reasons for cancellation are as follows*:

- the authorities of the country to where you are travelling impose regional or national restrictions which result in the closure of their border to non-residents, closure of the ski resort or essential facilities or necessitate the closure of your accommodation
- all ski lifts in the resort are closed due to coronavirus restrictions imposed by the authorities in your destination
- Your home country Government issues a strict “no travel” warning to your destination country

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

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

are unable to travel on holiday for any reason including where you are unable to travel for medical reasons (whether linked to the Covid-19 pandemic or not).

Very rarely, we may be forced by “force majeure” (see Section A clause 7) to change or terminate your arrangements after they have commenced but before their scheduled end. This is very unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

5. Our Liability where we are Principal

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

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

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

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

6. Complaints

In the unlikely event that you have any reason to complain or experience any problems with your booking whilst away, you must immediately inform us. The issue can then be promptly investigated and, where appropriate, steps taken to resolve the situation. Any verbal notification must be put in writing. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly.

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

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

7. Insurance

You must purchase travel insurance at the point of the holiday booking so that you have cancellation protection and not just prior to your departure on holiday. It is the responsibility of the party leader to ensure that you have adequate travel insurance.

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

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

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

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