



TERMS & CONDITIONS

Chloe Nicholls Zermatt
Private Ski Instructor & Concierge
Zermatt, Switzerland

These Terms & Conditions apply to services provided by Chloe Nicholls trading as Chloe Nicholls Zermatt ("CNZ").

1. Bookings & Payment

An offer or confirmation of availability does not constitute a confirmed booking. A booking is confirmed only when full payment has been received by CNZ, unless expressly agreed otherwise in writing.

Bookings may be made or paid for by a participant directly or by a travel agent, representative or other person authorised to act on their behalf. By making or arranging payment, the booking party confirms acceptance of these Terms & Conditions and, where acting for other participants, confirms that the booking is made with their authority and that these Terms & Conditions have been made available to them.

The person arranging the booking is responsible for providing accurate information relating to the participants. Until full payment has been received, dates remain unconfirmed.

Unless otherwise stated, prices and refunds are calculated in Swiss francs (CHF). Bank, transfer, payment and currency-conversion charges are the responsibility of the payer. The full CHF amount stated in the offer must be received to confirm the booking. CNZ is not responsible for exchange-rate differences or third-party charges affecting a refund.

CNZ is not currently registered for Swiss VAT/MWST and no VAT/MWST is charged.

2. Client Cancellations, Illness & Travel Disruption

Cancellations must be made in writing. The date on which CNZ receives the cancellation determines the applicable refund:

31 days or more before the first booked day: Full refund

14–30 days before the first booked day: 50% refund

13 days or fewer before the first booked day: No refund

For bookings covering multiple consecutive or associated days, the first booked day determines the cancellation period.

No refund is due for late arrival, non-attendance, early departure or a participant's decision not to use all or part of the booked service.

Illness, injury, delayed or cancelled travel, missed connections, accommodation problems or other personal circumstances do not entitle the client to a refund outside the terms above. Clients are strongly advised to have appropriate travel and cancellation insurance.

CNZ may, at her discretion, offer an alternative arrangement, credit or refund in exceptional circumstances as a gesture of goodwill. This does not create an entitlement or precedent for other bookings.

3. Weather, Mountain Conditions & Changes to the Programme

Skiing, hiking and other mountain activities take place in a changing natural environment. Weather, visibility, snow conditions and the closure of individual lifts, pistes or areas do not automatically constitute cancellation of the booked service.

Routes, ski areas, destinations and itineraries are subject to conditions, lift operations, participant ability and safety considerations and cannot be guaranteed. CNZ may reasonably adapt the route, location, timing, meeting point or activity where necessary.

Where the relevant ski area or transport system is entirely closed and CNZ cannot provide a reasonable alternative service, the price paid for the affected CNZ service will be refunded. CNZ is not responsible for lift passes or other third-party costs except where liability cannot lawfully be excluded.

4. Participants, Safety & Supervision

Participants must follow reasonable safety instructions and applicable piste, lift and resort rules. CNZ may adapt, refuse to begin or stop an activity where she reasonably considers this necessary for safety.

Clients must provide accurate information about participants' skiing ability, experience and fitness and disclose any medical condition, injury or other circumstance that may reasonably affect participation or safety. Participants are responsible for being sufficiently fit and physically capable of taking part in the booked activity.

Where a child participates without a parent or guardian, the child will be under CNZ's supervision for the booked activity between the agreed meeting and finishing times and places. A parent, guardian or nominated responsible adult must remain contactable and be available to receive the child at the agreed finishing point.

CNZ may refuse to begin or immediately stop an activity where a participant appears to be under the influence of alcohol or drugs, behaves dangerously or abusively, repeatedly disregards safety instructions or otherwise presents an unreasonable risk. No refund is due in these circumstances.

Participants should be ready at the agreed meeting point at the agreed time. Late arrival does not normally extend the booked finishing time.

5. Equipment, Lift Passes, Belongings, Insurance & Emergencies

Unless expressly included, participants are responsible for suitable clothing and equipment and for holding any required lift pass. Where equipment is provided by an independent rental or retail provider, responsibility for its provision, condition and suitability remains with that provider.

Participants remain responsible for their personal belongings.

Participants are responsible for arranging adequate insurance appropriate to the activities undertaken, including, where appropriate, accident and medical expenses, mountain rescue and evacuation, personal liability, travel disruption and cancellation. CNZ does not provide participant insurance.

Where CNZ reasonably considers emergency medical assistance, rescue or evacuation necessary, she may contact the appropriate services. Where practicable, CNZ will consult the participant or responsible person, but prior agreement is not required where prompt action is reasonably considered necessary for safety. Resulting third-party medical, rescue, evacuation or transport costs remain the responsibility of the participant and/or responsible person.

6. Mountain Risks & Liability

Skiing, hiking and other mountain activities involve inherent risks that cannot be completely eliminated even when reasonable care and professional judgement are exercised. These include changing weather and snow conditions, ice, terrain, natural hazards, other mountain users and equipment-related incidents.

Participants acknowledge and accept the ordinary inherent risks associated with the activity in which they choose to participate.

CNZ will perform her own services with reasonable care and in accordance with applicable Swiss law. To the extent permitted by applicable law, CNZ is not liable for loss or damage resulting from inherent risks, a participant's failure to follow reasonable instructions, inaccurate or incomplete information supplied by a client or participant, acts or omissions of independent third parties, acts of other mountain users, weather or natural conditions, transport or lift interruption, or other circumstances outside CNZ's reasonable control.

Nothing in these Terms & Conditions excludes or limits liability where such exclusion or limitation is prohibited by applicable Swiss law.

7. Third-Party, Concierge & Specialist Services

As part of ski instruction, guiding, holiday planning or concierge services, CNZ may recommend, introduce, reserve, arrange or assist with independent third-party services. These may include restaurants, accommodation, taxis and transfers, equipment rental, mountain guides, other instructors, childcare, activity operators and transport providers.

Unless expressly stated otherwise in writing, the contract for a third-party service is between the client and the relevant provider. The provider is responsible for its own service, safety, availability, pricing, performance and acts or omissions, and its own terms and cancellation conditions may apply.

CNZ will use reasonable care when making recommendations or assisting with arrangements but does not control independent providers and, to the extent permitted by applicable law, is not responsible for their acts, omissions, cancellations or service failures.

Clients remain responsible for complying with providers' terms and for any deposits, cancellation fees, minimum spends, no-show charges or other costs arising from arrangements made at their request.

CNZ provides ski instruction and on-piste ski guiding within the scope of her qualifications and authorisations. Where an activity requires a mountain guide, specialist qualification or service outside CNZ's professional scope, CNZ may recommend or assist in arranging an appropriately qualified independent professional. That professional acts independently and is responsible for the services they provide.

8. Cancellation by CNZ & Circumstances Outside CNZ's Control

CNZ may cancel or modify a booking where illness, injury, safety considerations or other circumstances prevent the agreed service from being provided safely or reasonably.

Where CNZ cancels an affected service and cannot provide a reasonable alternative, the price paid for that CNZ service will be refunded.

CNZ is not responsible for failure or delay caused by circumstances outside her reasonable control, including severe weather, natural events, avalanche risk, infrastructure closure, official restrictions, industrial action or major transport disruption. Where reasonably possible, CNZ will adapt the service or propose a reasonable alternative.

To the extent permitted by applicable law, CNZ is not responsible for consequential expenses such as accommodation, travel, lift passes or other third-party bookings resulting from cancellation or circumstances outside her reasonable control.

9. Applicable Law

These Terms & Conditions and bookings made with CNZ are governed by Swiss law.

If any provision of these Terms & Conditions is found to be invalid or unenforceable, the remaining provisions will continue to apply.

Chloe Nicholls Zermatt
Private Ski Instructor & Concierge
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