



**RE: Revisions to Booking Terms and Conditions for the 2021-2022 Season in response to the COVID-19 pandemic**

**Dear Guest:**

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We are pleased to confirm Chatter Creek Mountain Lodges Ltd. ("CCML Ltd." or "Chatter Creek") will be running both our core Catskiing program as well as our Small Group Catskiing and Ski Touring programs in the coming 2021-22 winter season.

As uncertainty around the COVID-19 pandemic continues, we will be maintaining many of the health and safety protocols put in place during the 2020-21 season, while increasing our lodge capacity back to our usual 42 guests. Our primary goal in continuing these measures is to maintain guest safety and help to prevent the spread of COVID-19.

Our standard Booking Terms and Conditions still apply to future seasons, however in light of the continued impact of the COVID-19 pandemic, we have once again found it necessary to make modifications to our Standard Booking and Cancellation policy for the upcoming season. These changes are set out below.



## **Changes to CCML Ltd. Standard Booking Terms and Conditions for 2021-22 Season:**

### **1. Booking & Cancellation Information for all Cat Ski, Small Group Cat Ski, and Ski Touring Guests**

Chatter Creek Mountain Lodges Ltd. recognizes there are a number of COVID-19 related travel concerns that may continue to contribute to guests not being able to attend their 2021-22 tour. In consideration of this, we will continue to offer modifications to our standard booking policies for the 2021-22 season to provide guests with the flexibility they need to stay safe and comfortable.

We are therefore making the follow options available to our guests for this season:

- (i) **Roll Forward & Early Cancellation of 2021-22 Trips:** We would like to extend to all guests the option to roll forward or cancel your booking. We ask that you finalize your decision by **October 20, 2021**. Guests may also elect to take a cash refund for their deposit however, guests who elect to take a refund will lose their rebooking rights for future seasons. All cash refunds will be issued by cheque.
- (ii) **Confirming Attendance of 2021-22 Trips:** For our guests who elect to attend their tour this 2021-22 season, we are excited to welcome you back. We ask that you finalize your decision to attend your tour by **October 20, 2021**. Final payment on all trips will be collected on **October 25, 2021**. Following this confirmation, should a situation arise where you are unable to attend your tour due to illness, boarder closures or restrictions, or any other reason, Chatter Creek will attempt to resell your tour seat and provide you with a refund in the amount of the resale value. If the seat is not resold, Chatter Creek will credit forward 60% of your booking payment to the 2022-23 season while retaining an admin fee in the amount of 40% of the payment.

### **2. Changes to Tour Dates & Cancellations Initiated by Chatter Creek**

Chatter Creek will strive to maintain your current tour dates and bookings, however in some instances, guests may be asked to adjust or roll forward tour dates if any applicable governmental authority imposes restrictions on indoor gathering sizes resulting in reduced capacities. Should this occur, all cancelled guests will have the opportunity to receive a full refund or roll forward their full payment to the following season.



### **3. Final Payment Collection, Roll Forward, & Cancellation Deadline**

CCML is asking all guests to decide on their 2021-22 travel plans by October 20, 2021. All Guests will receive an email with a booking link which will require them to confirm which option they would like to select for their 2021-22 tour booking. We ask that all guests/group organizers complete this form no later than **October 20, 2021**, either providing confirmation that they will be attending their tour, rolling their deposit forward to next year, or requesting a refund of their deposit via cheque. Please note, in the case of a refund, the guest will lose their first right to rebook in future years.

CCML will be processing final payments for all 2021-22 cat skiing trips on **October 25, 2021**.

### **4. Cancellation following final payment:**

#### **(i) Normal Course Cancellations**

If you can not make your trip for any reason following final payment, as always, our CCML reservations team will work with you to resell your tour seat. If your tour seat is resold, you will receive compensation in the amount of the resale price as per the standard Booking Terms and Conditions.

#### **(ii) COVID-19 Border Closure or Restriction Related Cancellations**

In the event a guest cannot attend their tour due to COVID-19 related boarder closures or travel restrictions, CCML will work with the guest to resell their seat in accordance with our standard Booking Terms and Conditions. If the guest seat does not resell CCML will share in the risk of COVID-19 travel restrictions with our guests by providing 60% payment credit forward towards the guests following year's tour.

#### **(iii) COVID-19 Illness & Exposure Related Cancellations**

In the event a guest cannot attend their tour due to COVID-19 related exposure, illness, or Symptoms, CCML will work with the guest to resell their seat in accordance with our standard Booking Terms and Conditions. If you are exposed to someone with a confirmed case of COVID-19 leading up to your tour start date, or should you become ill or begin to experience Symptoms (defined below) leading up to your tour start date, we are asking that you do not attend your tour. Should either of these situations occur, CCML will share in the risk of COVID-19 related illness with our guests by providing 60% payment credit forward towards their following year's tour.



Should you arrive at the heliport with Symptoms, you will be required to forgo attending your tour. CCML will then issue you a 60% credit forward towards your seat in the following year's tour.

For the purposes of this contract, "**Symptoms**" means all COVID-19 symptoms as identified by the BC Provincial Government from time to time including, without limitation: fever or chills, cough, loss of sense of smell or taste, difficulty breathing, sore throat, loss of appetite, extreme fatigue or tiredness, headache, body aches, nausea or vomiting, and diarrhea.

**(iv) COVID-19 Illness or Symptoms presenting once at the Lodge**

Should a guest begin to display or experience Symptoms while attending a tour, that guest will be evacuated from the lodge. Guests who leave the lodge under these circumstances will not be eligible for credit for missed ski days. CCML reserves the right to request that a guest leave the lodge at any time during their tour if CCML believes they are displaying or otherwise experiencing Symptoms.

**(v) COVID-19 Closure initiated by Chatter Creek**

Should CCML initiate the partial or full cancellation of a tour due to an unanticipated need to shut down operations either before or during the 2021-22 operating season, guests will be issued a payment credit forward for their canceled tour dates that will be credited towards their 2022-23 tour seat.

**5. 2021-22 Covid-19 Emergency Evacuation Surcharge**

CCML guests will be required to pay an additional \$5 per day emergency evacuation surcharge on their 2021-22 tour to provide emergency transport insurance that will cover the cost of helicopter evacuation for any guest experiencing COVID-19 symptoms.

**6. 2021-22 Standard Policy on Payment Credits Rolled Forward**

All guests who elect to receive a payment credit rolled forward to the follow season must recognize and agree that their new reservation is subject to forthcoming price increases in the 2022-23 season. This policy applies to all rebooking's regardless of if the rebooking was initiated by guest request or due to cancellations made on the part of Chatter Creek.



By remitting your final payment for your 2021-22 tour booking, you are agreeing to the amended 2021-22 Booking Terms and Conditions as they are revised in this communication.

Please note that our standard Booking Terms and Conditions remain applicable, subject only to the revisions described herein. We expect that, should COVID-19 be resolved, the 2022-2023 season will operate under the standard Booking Terms and Conditions.

CCML reserves the right to amend this policy at a later date.

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We hope the additional flexibility we have created through these revisions in our booking terms and conditions gives you the peace of mind to make the travel decision that best meets your needs.

We appreciate your flexibility and understanding in these unprecedented times, and we look forward to welcoming you back to Chatter Creek either this winter or when you are ready to travel again. Please do not hesitate to contact our staff should you have any questions or concerns.

Best regards,

**Chatter Creek Mountain Lodges Ltd.**

A handwritten signature in blue ink, appearing to read "Marietta", written in a cursive style.

Marietta Jensen  
Chief Financial Officer