

# Chalet Morzine - Booking Conditions

The following booking conditions form the basis of your holiday contract with Chalet Morzine. They set out our respective rights and obligations and you should therefore read them carefully.

## 1) Making your booking and payments.

To make your booking, you must complete our booking form. The party leader (who must be at least 18 years of age) must sign this on behalf of all persons named on the booking form, confirming your acceptance of these booking conditions. The party leader will be responsible for all payments due in respect of the arrangements purchased. The booking form must then be forwarded to us, together with the deposit of £100 per person. If the booking takes place less than 10 weeks before departure, full payment must be made at the time of booking. In addition, it is essential that you take out appropriate insurance cover. Payments may be made by cheque (UK bank or building society or drawn on a French bank in Euros) or in cash (Sterling or Euros). If any cheque is dishonoured, we reserve the right to charge £15 to cover our administration costs and, if necessary, we may treat the booking as cancelled in accordance with the conditions stipulated in clause 5.

## 2) Your contract.

Once we have received your booking form and all appropriate payments, we will, subject to availability, confirm your holiday by issuing an invoice. It is at this moment, when a binding contract comes into existence between us. French law governs this contract, and all matters arising out of it. In the unlikely event of any dispute coming between us, we both agree that this will be dealt with by the courts in France. In addition to the invoice, we will send you a further information package. After the invoice has been issued, however, no further reminders will be sent. If payment is not received in full and on time (10 weeks before departure date), we reserve the right to treat your booking as cancelled by you. In this case, the cancellation charges set out in Clause 5 will be payable. Please check the invoice and information package carefully as soon as you receive it and raise any queries immediately.

## 3) Insurance.

All persons booking a holiday are required to purchase insurance in order to cover the cost of cancellation by you and the cost of assistance and repatriation in the event of accident or illness. Insurance premiums must be in place at the time of booking. If you do not take out an insurance policy, Chalet Morzine would not be responsible for any matters arising as a result. You will be further responsible for paying to and indemnifying Chalet Morzine for such sums we meet on your behalf.

## 4) The cost of your holiday arrangements.

We reserve the right to increase or decrease the prices of unsold arrangements at any time before your booking is confirmed. You will be given the correct current price of your chosen arrangements at the time of booking. Once your booking has been confirmed, we will guarantee not to surcharge any existing booked arrangements. Costs charged by suppliers with whom you have a separate contract, even if arranged by us, may be subject to surcharges.

## 5) Alterations and /or cancellations by you.

Should you wish to make any changes to your arrangements after they have been confirmed, you must advise us in writing. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Any alterations made to the existing booking, except additions or transferral of names will be deemed a cancellation and the charges, as set out below, will apply. It may also be necessary to levy a small administrative charge to process any alterations. Should you or any member of your party need to cancel your chosen holiday once it has been confirmed the person who signed the booking form must immediately advise us in writing. Cancellation charges will then be payable as set out below, to compensate us for the cost of making your booking and the risk that we may be unable to re-sell your cancelled arrangements. These charges are calculated from the date on which we receive written notice of the cancellation.

Number of weeks before departure.	Percentage of your holiday cost (excluding insurance).
10 or more	Deposit
10 to 4	50%
4 to 2	75%
2 or less	100%

In addition to the cancellation charge, we reserve the right to pass on any charges made by the suppliers of any services booked by us on your behalf. 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.

## 6) Alterations and /or cancellations by us.

We reserve the right to make minor alterations to brochure, website and holiday details before and after bookings have been confirmed. In the case of a minor or significant alteration being made we will advise you at the earliest possible date. In the event of a significant alteration, you may accept it or cancel your holiday and receive a full refund. Chalet Morzine will pay no compensation. Very occasionally, it may be necessary for us to cancel a confirmed holiday. We must reserve the right to do so. If we do so you will receive a full refund of all the monies paid. We accept no legal liability and will pay no compensation. Very rarely, we may be forced to curtail your holiday after the date of departure where circumstances amounting to 'force majeure' occur as described in Clause 7 below. In this very unusual situation,

we regret we cannot make any refunds (except where refunds are obtainable from a supplier), meet any cost or expenses you may incur as a result or pay any compensation.

#### **7) Force Majeure.**

We regret we cannot accept liability or pay any compensation where the performance of our contractual obligations is prevented or affected by 'force majeure'. In these booking conditions, 'force majeure' means any event, which we or the supplier of the service (s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

#### **8) Our liability to you.**

We accept responsibility for ensuring that all parts of our contract with you are properly performed subject to the following exceptions. We cannot accept liability where any failure to perform or improper performance was due to: (i) the act(s) and/or omission (s) of the person (s) affected or any member (s) of their party or (ii) those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or (iii) an event which either ourselves or the supplier of the services in question could not have foreseen or forestalled even with all due care. In the event of any liability being accepted, we shall not be liable for more than the cost of the accommodation component booked through Chalet Morzine.

#### **9) Client Liability.**

When you book a holiday with 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 must be made at the time to us or the third party concerned. If you fail to do so, you must indemnify us against any claims (including legal costs) made against us as a result of your actions. We expect all clients to have consideration for other people. If in our reasonable opinion you or any member of your party behave in such a way as to cause or to be likely to cause distress, danger or annoyance to any third party (including other clients and staff) or damage to property, we reserve the right to terminate the holiday of the person concerned without notice. In this situation, our responsibilities towards that person (including any return transport arrangements) will immediately cease and we will not be responsible for meeting any costs or expenses they may incur as a result. We will not make any refunds or pay any compensation to the individual involved or to members of his/her party or associates wishing to curtail their holiday as a result.

#### **10) Complaints.**

In the event that you have reason to complain whilst on holiday with us, you should immediately notify your Chalet Manager. If the complaint is not resolved whilst on holiday, or you are not satisfied at the way in which your complaint was handled, you have 28 days from the end of the holiday in which to write to us with full details. We cannot accept any liability in respect of any complaint, which is not notified entirely in accordance with this clause.

#### **11) Conditions of Suppliers.**

Please note that all services are provided subject to the conditions of the relevant supplier. Some of these conditions may limit or exclude the supplier's liability to you. Copies of the conditions, which affect you, are available from the supplier in question.

#### **12) Special requests.**

If you have a special request, please clearly note it on your booking form or if after booking, make it in writing on our 'final information form'. A special request will only be binding if we have confirmed in writing that it will be complied with. Therefore, unless we have agreed in writing to provide such a service or facility, failure to meet any special request will not be a breach of contract on our part. If we undertake to pass on requests to suppliers or other service providers (e.g. ski schools) we cannot guarantee such requests will be met even if we have confirmed that they have been passed on. If you have any medical problem or disability, which may affect your holiday, you must advise us in writing at the time of booking giving full details. If we reasonably feel unable to properly accommodate your particular needs, we must reserve the right to decline your booking, or cancel it when we find out the full details if you fail to provide these at the time of booking.

#### **13) Passport, visa and health requirements.**

We cannot accept any liability if you are refused entry onto a flight or into any country, due to failure on your part to carry the correct passport, visa or other documents required by any airline or authority. Requirements may change and you should check the up-to-date position with the Passport Office and your doctor in good time before departure. Before travelling you are advised to check with your own doctor for your own medical requirements.

#### **14) Self Catered Chalet.**

For the chalet Elisa a deposit against damage, loss or breakages will be required. The deposit can be taken in either Euros or pounds sterling, cash or cheque upon arrival. The deposit will be either 500 Euros or 350 pounds sterling. The accommodation includes sheets, duvet covers, pillowcases, a bath and hand towel per person and teatowels for the kitchen. However, these will not be changed during the week. In case of accidents where an urgent change is required an additional charge will apply. The deposit will be refunded upon your return, providing the accommodation is left clean and without defect.

#### **15) Local taxes.**

The local council charges a local tax for all those aged 16 and over. This tax is included in your holiday price.

#### **16) Resort Prices.**

Any prices given for activities, equipment hire, instruction and ski passes were as accurate as possible at the time of going to press. We cannot however accept responsibility for any variation between that time and that date.

#### **17) Children's facilities in resort.**

Even though Chalet Morzine provides information on children's facilities that you can arrange in resort, we have no control over their operation and it is possible that these might be different from those advertised. All crèches can refuse to accept or retain any child whose behaviour is considered unacceptable or disruptive, or any child who will not settle and is clearly unhappy. The crèches are operated independently and not by Chalet Morzine. It is therefore crucial that you are satisfied with the arrangements when registering at any of the crèches or childcare facilities in resort.

#### **18) Brochure Description.**

All descriptions on the brochure and website are given in good faith on the information available to us and believed to be correct. The chalet is privately owned and does not have a tourist classification. You should be made aware that in relation to the information given about the resort and its facilities, we cannot guarantee accuracy at all times or that any particular activity will take place as these services are not under our control. Chalet Morzine takes no responsibility for your personal belongings, money, travellers' cheques or passport, either inside or outside the chalet.

#### **19) Free torchlight descent.**

The torchlight descent is a free service and does not form part of your holiday contract and/or holiday cost. We reserve the right to withdraw this service at any time and cannot be held responsible. All clients ski at their own risk and Chalet Morzine will not be held responsible for any accidents or injuries, however caused.

#### **20) Ski to door.**

The chalets are situated just off the piste and under normal snow conditions you can ski back to the door, off piste, to within 20 metres of the chalet. Ski to lifts requires a steep walk on an off piste track to either get to piste B or to ski off piste to the chairlift. If there is no snow these options are not possible and Chalet Morzine cannot be held responsible for this convenience not being available.

#### **21) General Conditions.**

Chalet Morzine does not accept pets. For fire safety reasons there is a no smoking policy. Clients may only smoke on designated balconies and must use the ashtrays provided.

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