

# BOOKING CONDITIONS

All bookings are made between SARL Pullen-Reed Chalets (trading as Mountain Highs) (the 'Company') and the Party Leader (aged 18 or more) and are subject to the following conditions:

## The Contract

The terms and conditions on this sheet together with your signed booking form comprise the agreement with the Company and all those listed on the booking form on whose behalf the Party Leader has signed. The contract is deemed to have been made at the point of despatch of the confirmation invoice from our office. French Law governs the contract.

## Payment

Bookings (whether previously made by telephone, fax or e-mail) shall be confirmed in writing on the booking form and accompanied by a deposit of 25% together with the insurance premiums if applicable. **This form needs to be returned to Mountain Highs within 48 hours of making a booking, unless you make other arrangements with us.**

All deposits and insurance premiums are non-refundable except where we are unable to accept your booking. Payment of the balance must be made **no later than 8 weeks before departure date**. For bookings made within 8 weeks of departure date the **full cost** of the holiday is payable immediately. **Where payment is not made 8 weeks before departure date the Company reserves the right immediately to cancel the holiday without further notice and the deposit and insurance premium shall be forfeit.** The Company shall be entitled to claim from the client any sums due up to the amount due under the terms of cancellation.

## Website Descriptions

All descriptions on our website or as separate documents are given in good faith based on information believed to be true at the time. The chalets and apartments are privately owned and do not have an official tourist classification. The official categorisation of any hotel booked through us will be notified to you prior to departure.

The Company takes no responsibility for your personal belongings, money or travellers' cheques, ski equipment (personal or hired) either inside or outside chalets, apartments or hotels.

The Party Leader undertakes to familiarise him/herself with all the practical information contained in our Booking Confirmation, which is sent on receipt of the final balance of the holiday, and to ensure that all members of the party are familiar with this information.

## Prices

We guarantee no surcharges after you have made your booking. While we reserve the right to increase or decrease our prices at any time, the prices shown on your confirmation receipt will not be increased unless you amend the booking in any way after it has been made. This does not apply in the cases of ski passes, ski school or ski hire booked through us.

The rate you have been quoted for your self-catered accommodation includes bedlinen and 1 towel per person according to the numbers stated on your booking form, and standard cleaning at the end of your stay (but see \* in the Damage Deposits section)

## Complaints

If you have any reason for complaint during your holiday you must inform us immediately in order to allow the Company an opportunity to rectify the cause for complaint. Any claims against the Company must be notified in writing to the Company within 28 days of the end of the holiday.

## Insurance

All persons booking our self-catered chalets or apartments, or hotel accommodation arranged by us, are required to purchase insurance in order to cover the cost of cancellation by the client and the cost of assistance and repatriation in the event of accident or illness.

## Arrival and departure procedures

Full details of arrival / departure procedures will be given in our Booking Confirmation, sent out at the time of payment of the final balance. However, for the purposes of planning your holiday, please note that most self-catered chalets / apartments will not be available until 1.30 – 2pm on arrival day, and will generally have to be vacated by 10am on departure day.

## Cancellation by the Company

In very rare circumstances it may be necessary for us to cancel the booking made by you. If we do so, you will receive a full refund of all monies paid to us. The company accepts no legal liability whatsoever, and in particular, no liability to compensate for loss of opportunity to take or enjoy the holiday.

## Alteration or Cancellation by the Client

Any alterations made to the booking except name changes and additions to the existing booking within 6 weeks of departure shall be deemed to be a cancellation

of the existing booking. Cancellations will only be effective when written notice of cancellation, signed by the person signing the booking form, is received by our office by fax or post. Cancellation charges will be levied as follows:

Days before departure	Cancellation charge as % of Holiday price
More than 42 days (6 weeks)	Deposit & insurance
29 - 42	50%
15 - 28	70%
8 - 14	85%
Less than 7	100%

No refunds will be made for unused chalet, apartment or hotel accommodation nor for meals not taken in chalets or hotels. Agents of the Company are not entitled to promise such refunds and the Company accepts no such promises. The person signing the booking form shall be responsible for all those in his/her party and undertakes to pay for any damages caused by him/herself or any member of the party to property used or let by the Company and to pay for any extra cleaning necessary as a result of any member of the party. Only those named on the Booking Form are entitled to stay in the accommodation named on the Booking Form, and any changes to the names or numbers on the booking form must be made to us in writing (Faxes and emails are acceptable).

## Damage Deposits for Self-Catering

**For all self-catered accommodation, the Party Leader undertakes to pay a Damage Deposit of €300 (currently £275). \*This will be refunded in full if there is no damage, provided that we are able to make a full inspection of the accommodation prior to your departure, unless there are un-notified breakages or the accommodation is left in an unsatisfactory state. This will be reiterated on your arrival in resort.**

**If paid at the same time as your balance payment in Sterling (£275), the Damage Deposit will be banked and then returned to you by cheque / bank transfer after your holiday. Otherwise the Damage Deposit can be paid in Euros cash in resort, €300 (or personal cheques in Sterling) Please note that if you need to depart at a time when we are not able to inspect the accommodation, we reserve the right to retain the Deposit until we have been able to complete a check, and we will then return it to you by post during the following week.**

## Operation of the Holiday

The Company accepts liability in the event that the holiday arrangements supplied to you are not as described in the brochure and are not of a reasonable standard. This paragraph does not apply when you suffer personal injury, which is subject to the terms of the following paragraphs.

The Company accepts liability for personal injury or death which you suffer as a direct result of the acts or omissions of the Company or as a result of the acts or omissions of any supplier contracted or sub-contracted by the Company to provide services in connection with your holiday subject to the following four paragraphs.

The Company does not accept liability where there has been no fault on behalf of the Company, its servants or agents under its control and where the events complained of are due to circumstances which neither the Company nor its suppliers could have foreseen even had due care been exercised. For non-personal injury the Company accepts liability up to the cost of the holiday.

The Company will not arrange your holiday by air, rail or sea, and accordingly cannot accept any responsibility for loss or injury suffered as a result of the acts or omissions of the providers of such services. Such arrangements are entirely your responsibility and you should ensure that they are made with a reputable provider. Acceptance of the above responsibilities is subject to the assignment by the client of any legal rights which the client may have against the relevant supplier or third party and the client's agreement fully to co-operate with the Company or its insurers if they wish to enforce those rights which have been subrogated to the Company.

## Complaints

If you have any reason for complaint during your holiday you must inform us immediately in order to allow the Company an opportunity to rectify the cause for complaint. Any claims against the Company must be notified in writing to the Company within 28 days of the end of the holiday.

## Insurance

All persons booking Mountain Highs holidays are required to purchase insurance in order to cover the cost of cancellation by the client and the cost of assistance and repatriation in the event of accident or illness.

## Resort prices

Prices given for crèche, equipment hire, instruction and ski passes were as accurate as possible at the time of going to press. However, we cannot accept responsibility for any variations between that time and the date of your holiday. All £ equivalent suppliers prices are based on an exchange rate of 1.1€ = £1, as of June 2010.