

Mountain Voyages chalet (SDF Paul Augusto) Terms and Conditions

Effective 1st October 2020

In these Terms and Conditions:

The Client means all persons named on the Booking Form, including anyone who is added or substituted at a later date (referred to as the Client or you or your).

Mountain Voyages chalet (SDF Paul Augusto) means SDF Mountain Voyages chalet (SDF Paul Augusto), a company registered in France (SIRET 81289939100013) of 39 chemin sur la mornaz, Montriond, France (hereinafter referred to as Mountain Voyages chalet (SDF Paul Augusto), we, us and our).

These Terms and Conditions have been designed to provide Clients with all the relevant information required to facilitate the booking process. We are always happy to go through any questions you may have on the telephone on +33 07 70 39 46 03 or in writing by email addressed to info@mountainvoyageschalet.com

We have introduced an Appendix at the end of this document to provide additional flexibility so that clients can continue to book with confidence during the Covid-19 pandemic

1. Quotation

1.1. All prices published or quoted are in Euros (EUR). Any quote given in Pound Sterling (GBP) will be based on the daily exchange rate offered by your bank at the time of payment. All written quotations are valid for a period of fourteen days from the date of issue.

1.2. Although every effort is taken to ensure prices are accurate at the time of publication, price fluctuations, due to circumstances outside of our control, can occur and, due to the nature of our services, prices are indications only and may change prior to contracting.

2. Contract & Deposit

2.1. You must read all these terms and conditions carefully before booking your holiday with Mountain Voyages chalet (SDF Paul Augusto). The person who makes the booking on behalf of the Client (the Party Leader) acts on behalf of all the persons within that client party in accepting these terms and conditions. Please note that a contract cannot be agreed unless at least one member of the party is 18 years old or over and is designated as the Party Leader.

2.2. When booking with Mountain Voyages chalet (SDF Paul Augusto), the Party Leader warrants that:

- he/she has the authority to accept, on behalf of the party as a whole, the terms and conditions;
- that the terms and conditions have been brought to the attention of each member of the party;
- agrees to bring the terms and conditions to the attention of anyone who is added or substituted at a later date; and guarantees to pay the full costs of the holidays of all those persons mentioned in the booking and of anyone who is added or substituted at a later date.

2.3. No contract will exist between Mountain Voyages chalet (SDF Paul Augusto) and the Client until Mountain Voyages chalet (SDF Paul Augusto) has received the non-refundable deposit payment or full payment of the total holiday cost (as applicable).

2.4. When you receive your booking confirmation email, please check all the details carefully, to ensure that they are correct; the booking confirmation email, booking form and these terms and conditions form the contract between us. If there are any discrepancies in the booking confirmation, please bring these to our attention prior to paying the non-refundable deposit, otherwise we will assume that the details shown are correct and amendment charges may be incurred where changes are subsequently required.

3. Confirmation and Payment

3.1. A non-refundable deposit of 25% of the total holiday cost must be paid at the time of booking. A booking will not be confirmed unless the non-refundable deposit has been received. The deposit is non-refundable in all and any circumstances as it covers the unavoidable administrative costs and fixed overheads of Mountain Voyages chalet (SDF Paul Augusto). The balance of the booking (including the non-refundable deposit), along with any agreed extras, is payable in full eight weeks prior to your arrival date (Balance Payment Date). If you are booking with Mountain Voyages chalet (SDF Paul Augusto) within eight weeks of your arrival date, payment in full will be required at the time of booking.

3.2. The Party Leader will be liable for full payment for all persons in the Client party and for any other persons added or substituted at a later date. If payment has not been received by Mountain Voyages chalet (SDF Paul Augusto) by the Balance Payment Date, we will have the right to cancel the booking, retain the deposit paid and levy cancellation charges as set out in clause 6. In these circumstances, Mountain Voyages chalet (SDF Paul Augusto) reserves the right to re-sell the booking without further notice.

3.3. Failure to pay any amount due to Mountain Voyages chalet (SDF Paul Augusto) upon request will constitute a fundamental breach of contract and will entitle Mountain Voyages chalet (SDF Paul Augusto) to cancel your holiday. In such circumstances, the relevant cancellation charges set out in clause 6 will apply.

3.3. By agreeing to these terms and conditions you agree to not attempt to recover the non-refundable part of the contract via your credit card provider, except in the case where Mountain Voyages chalet (SDF Paul Augusto) ceases trading due to insolvency and consequently is unable to fulfil the booking.

4. Amendments to the booking by you

4.1. You may request alterations to your booking and proposed itinerary at any time prior to your arrival, subject to any difference in cost being paid prior to confirmation. Please submit all requests to Mountain Voyages chalet (SDF Paul Augusto) in writing and we will do our utmost to accommodate your requests. However, such requests shall not be taken to form part of the contract between you and Mountain Voyages chalet (SDF Paul Augusto) until acceptance of the alteration has been confirmed in writing by Mountain Voyages chalet (SDF Paul Augusto) and any difference in price has been paid by you.

4.2. It should be noted that all requests are subject to availability and may also be subject to a fee, will be confirmed in writing.

4.3. Subject to the terms of Appendix 1, a request to change dates to a future season or made within eight weeks of arrival, will be deemed a full cancellation and the cancellation charges outlined in clause 6 will apply.

5. Amendments to the booking by Mountain Voyages chalet (SDF Paul Augusto)

5.1. Subject to the terms of Appendix 1, if Mountain Voyages chalet (SDF Paul Augusto) is obliged to make a significant change to your holiday within eight weeks of the original departure date (which includes any significant change other than a change which would trigger a cancellation by Mountain Voyages chalet (SDF Paul Augusto), as defined in clause 7), you may choose to either:

- Accept the new booking arrangement offered by us, or
- Purchase a replacement holiday from us at the current selling price, or
- Cancel your holiday and receive a full refund.

5.2. You must notify us of your choice within seven days of our offer of alternative booking arrangements. If you do not, you will be deemed to have accepted the new booking arrangement.

6. Cancellation of the booking by you

6.1. The Party Leader must confirm any cancellation by the Client in writing. The date on which written notification is received by Mountain Voyages chalet (SDF Paul Augusto) will determine the level of cancellation charges applicable. The cancellation charges are expressed as a percentage of the total booking cost.

6.2. Please note many travel insurance policies cover the eventuality of having to cancel a holiday in certain circumstances so please check your own travel insurance policy when booking for details and check with your insurance provider that their terms are sufficient to cover your booking.

6.3. If the accommodation you have booked is available to be occupied, but you are unable to travel, then according to French law, Mountain Voyages chalet (SDF Paul Augusto) is not legally obliged to reimburse you differently to the terms laid out in clause 6.

6.4. The cancellation charges are as follows:

	Cancellation charges
Days prior to arrival	(percentage of total cost)
More than 70 days	25% (i.e. loss of non-refundable deposit)
69 to 45 days	50% (including non-refundable deposit)
44 to 35 days	75% (including non-refundable deposit)
34 days or less	100%

Refunds (following deduction of the cancellation charges) will only be made to the Client where the full balance has been paid.

7 Cancellation by Mountain Voyages chalet (SDF Paul Augusto)

7.1 In the unlikely event that Mountain Voyages chalet (SDF Paul Augusto) is obliged to cancel your booking for any reason (other than in the circumstances outlined in clause 8 or Appendix 1) we will issue a refund and offer an indemnity payment (as per the table below).

Cancellation by Mountain Voyages chalet (SDF Paul Augusto) is

limited to a situation where Mountain Voyages chalet (SDF Paul Augusto) cannot accommodate your whole party in any of our chalets for the dates originally booked or dates within 24 hours of those originally booked, and as a result, Mountain Voyages chalet (SDF Paul Augusto) is obliged to cancel your booking.

Indemnity payment

(percentage of total

Days prior to arrival accommodation cost)

More than 70 days	25%
69 to 45 days	50%
44 to 35 days	75%
34 days or less	100%

8 Cancellation by Force Majeure

8.1. If your booking cannot happen by Force Majeure then Mountain Voyages chalet (SDF Paul Augusto) will not be in breach of contract or liable for any form of compensation. As a gesture of goodwill, Mountain Voyages chalet (SDF Paul Augusto) will refund 50% of any payments made if a cancellation is caused by events amounting to Force Majeure. A Force Majeure event is an unforeseeable, unavoidable, external event which includes, but is not limited to, warfare, riots, civil unrest, terrorist activity, government regulations, industrial dispute, weather, epidemics, pandemics, natural or technical disasters, nuclear war or similar events beyond our control. **NB:** Covid-19 is now a known problem and therefore, under French law, any cancellations related to Covid-19 cannot be classed as Force Majeure. Please see Appendix 1 for further details

9 The Chalets

9.1 On booking rooms or a whole property with Mountain Voyages chalet (SDF Paul Augusto), the accommodation cannot be shared, assigned or sublet and only the named persons shown on the booking system are permitted to stay in the property during the period stated in

the booking confirmation. Under no circumstances may the total occupancy exceed the capacity advertised.

9.2 Children (16 or under as per French law) must be supervised whilst using chalet facilities.

10 Use of Pools, hot tubs and saunas

10.1 Client use of pools, hot tubs, saunas and any other spa facilities (available in some Mountain Voyages properties) is at your own risk and Mountain Voyages chalet (SDF Paul Augusto) accepts no responsibility for accidents or injuries sustained while using these facilities.

10.2 Please observe notices in the chalets regarding permitted use and take care to comply with any rules and safety recommendations made.

10.3 It is the sole responsibility of the Client to follow any instructions provided regarding use of such facilities and children must be supervised by an adult in the Client party at all times.

10.4 Clients are advised to take extra care when exiting or entering outdoor spa facilities in sub-zero temperatures.

10.5 Please note that hot tubs are normally out of use for at least one day per week while they are cleaned. Should any leisure facility at our chalets become unavailable for any reason during your stay, we cannot guarantee being able to repair or replace it during your holiday and we do not offer compensation for inconvenience or curtailed use in such an event.

11 Security Deposit

11.1 Mountain Voyages chalet (SDF Paul Augusto) may require payment of a security deposit to cover any additional costs incurred in resort or damage caused to property. Where this is requested, it must be paid 2 weeks prior to your arrival in resort and will be refunded, at the latest, two weeks after your stay with us (minus any costs incurred).

11.2 Refunding your security deposit may be delayed if the costs of any repair have to be determined.

11.3 You will be liable for any breakages or damage to the property or adjacent properties during your stay caused by any member of the Client party, your employees or your visitors to the property. These costs will be deducted from the security deposit. If the damage is greater than the amount of the security deposit, or if no security deposit has been arranged, you must immediately pay the costs to Mountain Voyages chalet (SDF Paul Augusto), the amount of which will be advised to you.

12 Additional Services

12.1 While we make every effort to recommend only suppliers with a proven track record for service, we do not accept any responsibility for the services provided. You must satisfy yourself in advance as to the quality of the service and the provider's ability to execute the services, prior to purchasing.

12.2 Where we help to arrange a booking for you, for sports equipment, sports lessons, guiding or lift passes, taxis, transfers in vehicles not operated by us, etc. we do so as a complimentary service. We have no control over the provision of the goods and services provided and we cannot accept any liability for the goods and services provided or for the acts or omissions of the companies or any of their employees or other personnel.

12.3 Your contract for winter sports equipment hire, snow sports lessons and guiding, lift passes and transfers will be with the relevant supplier and any acceptance of liability in clause 13 below excludes these services, which shall be governed by the terms and conditions of the supplier concerned.

13 Mountain Voyages chalet (SDF Paul Augusto)' Liability to you

13.1 Mountain Voyages chalet (SDF Paul Augusto) endeavours to make sure that the accommodation you book with us is supplied and

the services provided by us are performed using reasonable skill and care. In all cases where Mountain Voyages chalet (SDF Paul Augusto) are held to be liable (except where personal injury, death, loss and/or damage to luggage or personal possessions results) Mountain Voyages chalet (SDF Paul Augusto) liability is limited to the relevant holiday price of the individual client(s) affected, subject to the individual client notifying Mountain Voyages chalet (SDF Paul Augusto) of any claim in writing, within 28 days of the end of your booking

13.2 Mountain Voyages chalet (SDF Paul Augusto) will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description resulting from:

- the act(s) and/or omission(s) of the person(s) affected;
- the act(s) and/or omission(s) of any third party;
- circumstances beyond our control, the consequences of which could not have been avoided by the exercise of due care

13.3 Mountain Voyages chalet (SDF Paul Augusto) shall not be held liable for any loss, delay or costs connected with, or arising out of, adverse weather conditions, including blocked roads, missed flights and airline delays.

14 Client responsibilities

14.1 The Party Leader agrees to guarantee payment for any chargeable services requested by any member of the party, at any time.

14.2 Mountain Voyages chalet (SDF Paul Augusto) shall be entitled to recover from the Party Leader the cost of any damage caused by you or a member of your party.

14.3 All of our chalets are exclusively non-smoking, both for guest comfort and in line with the French law.

14.4 It is imperative that the Party Leader advises Mountain Voyages chalet (SDF Paul Augusto) at least 14 days before arrival of any allergies, dietary restrictions or medical conditions suffered by any members of the booking party in accordance with clause 15 below.

14.5 It is your responsibility to properly securing the exits and windows of the property, including balcony, garage and hot-tub access doors and you will be liable for any costs incurred by Mountain Voyages chalet (SDF Paul Augusto) as a result of your negligence.

14.6 Mountain Voyages chalet (SDF Paul Augusto) will not be held responsible for any theft or loss of any personal possessions from our premises or vehicles. Mountain Voyages chalet (SDF Paul Augusto) will take all reasonable steps to ensure the security of guests' personal possessions. However, the primary responsibility lies with the client.

14.7 It is the responsibility of the Party Leader to ensure that each member of the party is responsible for the safety of all their own personal possessions, documents and equipment.

15 Food Allergies

15.1 We will exercise all reasonable care to avoid specified food and drink ingredients if any allergic reaction concerns or special diets are notified to us, agreed at the time of booking or confirmed in writing at least 14 days prior to the scheduled arrival date at an Mountain Voyages chalet (SDF Paul Augusto) chalet.

15.2 Extreme Food Allergies: if someone in your party suffers from a food allergy that is so severe that the slightest exposure to the substance in question could cause a life-threatening reaction (for example where a reaction may be triggered by proximity rather than by actually consuming the foodstuff) you must advise us in writing of the severe nature of the allergy at the time of booking so that we can discuss the risks with you and confirm whether you wish to proceed with your booking. If you fail to advise us of an extreme food allergy at the point of booking or if you proceed with your booking in circumstances where we have explained to you the risks that might be

present, we reserve the right to cancel the booking of the individual concerned without compensation of any sort and not be in any way liable for any injury and/or damage incurred or contributed to as the consequence of that failure in the event of an incident.

16 Resolving Problems

16.1 In the unlikely event that you are unhappy with any aspect of your holiday, you must notify your complaint immediately to a member of Mountain Voyages chalet (SDF Paul Augusto) staff. If, for any reason, the problem cannot be resolved locally whilst you are in resort and you remain dissatisfied, you must inform Mountain Voyages chalet (SDF Paul Augusto) in writing of your complaint within 28 days of the end of your stay with Mountain Voyages chalet (SDF Paul Augusto), so that the complaint may be investigated fully and in a timely fashion.

16.2 No action can be taken, or liability accepted, for any complaints received after the expiry of the 28-day period.

17 Travel

17.1 Please inform Mountain Voyages chalet (SDF Paul Augusto) of the flight arrangements for your party at least four weeks prior to departure, and request help organising any transfers you might need.

17.2 Mountain Voyages chalet (SDF Paul Augusto) cannot accept responsibility for guests missing flights for any reason and no credit or refund will be given if you are unable to take up a component of your holiday as a result.

17.3 Mountain Voyages chalet (SDF Paul Augusto) is not responsible for any flight delays but wherever possible will endeavour to help re-organize any previously booked resort transfers.

18 Arrival and Departure

18.1 On arrival, your accommodation will normally be ready for check-in from 17:00. If you are arriving prior to this, we will do our best to get it ready for an earlier time – but this cannot be guaranteed.

18.2 On departure, check-out is normally at 10:00 but, again, we will try to accommodate late departures within reason, given reasonable notice

19 General Information

19.1 We are happy to cater for any special diets or vegetarian meals where possible, although the availability of specialist ingredients and foods locally may prevent us. Please ensure any such requests are made on your booking form.

19.2 We have a number of cots and highchairs and these must be booked in advance. Please check these requests have been recorded on your booking form.

19.3 A staff day off is put into place weekly, please consult us for details of which day and services provided.

19.4 'Taxe de Sejour' is levied by all French resorts and this will be added to the cost of your booking. The amount depends on the location of the chalet and is subject to change over time. Mountain Voyages chalet (SDF Paul Augusto) will provide you with details of the amount

19.5 We are a family friendly company, so please be aware that your stay with us may well involve sharing with other families in the same chalet

19.6 If you become ill whilst staying in one of our chalets and cannot travel to your next destination, Mountain Voyages chalet (SDF Paul Augusto) cannot accept liability or responsibility to provide you with accommodation beyond your contracted booking dates.

20. End of Week Payments

20.1 Upon request, Mountain Voyages chalet (SDF Paul Augusto) will make purchases on your behalf both before and during your holiday. To enable Mountain Voyages chalet (SDF Paul Augusto) to do so, a credit card shall be requested as a guarantee and any such purchases shall be paid in full prior to departure from your chalet

21 Insurance

21.1 It is a condition of booking with Mountain Voyages chalet (SDF Paul Augusto) that all clients have personal travel insurance, as Mountain Voyages chalet (SDF Paul Augusto) does not provide any winter sports or other travel insurance to its Clients. It is your responsibility to ensure that you and your entire party have relevant and adequate insurance covering: accident, third party risks, mountain sports, illness or any other mishap during the entire period of your holiday (including travel to and from resort), costs incurred from damage to property or adjacent properties during your stay caused by you or any member of your party, your employees or your visitors to the property. We also recommend that you take out adequate insurance to cover your personal possessions.

21.2 So that we can assist you in the case of an emergency, it is useful for us to have details of your travel insurance policy so please provide details at the time of booking.

22 Brochure & Website Accuracy

22.1 All reasonable care has been taken to ensure that the descriptions, facts or opinions on our website or in our promotional material are correct to the best of our knowledge.

22.2 Opinions expressed are personal to the authors and photographs only relate to a specific destination when specifically captioned. You should bear in mind that in relation to the information given about the resorts and certain facilities available within resort, we cannot guarantee accuracy at all times or that any particular activity will take place, as these services are not under our control.

22.3 Facilities such as lifts, shuttle bus services, ice rinks and swimming pools may not be operational at the beginning or the end of the season. This may be due to factors such as weather or the number of tourists in resort. These decisions are often made on a day-by-day basis by their operators and we are not always informed. Where we are informed, we will do our utmost to let you know.

22.4 All information we supply regarding third party suppliers has been supplied to us by them in good faith and we cannot guarantee that such information is complete or up to date.

23 Booking, Travel Agents and Packages

23.1 If you book your holiday through another booking or travel agent, the booking or travel agent will pass information to Mountain Voyages chalet (SDF Paul Augusto) and we will pass information to the booking or travel agent. The booking or travel agent may also receive payment from you for the holiday. Any information or advice given to you by the booking or travel agent, which is not based on information or advice given to them by Mountain Voyages chalet (SDF Paul Augusto), is their responsibility and we do not accept liability if incorrect information is given to you by your travel agent. In such circumstances any requests for compensation or redress should be addressed to your travel agent and not to Mountain Voyages chalet (SDF Paul Augusto).

23.2 Mountain Voyages chalet (SDF Paul Augusto) is not a package travel tour operator and the Package Travel Regulations and Linked Arrangements Regulations do not apply to the services provided by Mountain Voyages chalet (SDF Paul Augusto)

24 Data Protection

24.1 We are committed to protecting your privacy. For further information, please see our Information Security Policy which explains how we manage the information we collect, use and disclose. It also explains how to contact us if you have any queries about our management of, or would like to request access to, your personal information.

25 Governing Law and jurisdiction

These booking conditions and any matters arising from them are subject to and governed by French Law and are subject to the jurisdiction of the French Courts. ALL correspondence must be sent to info@mountainvoyageschalet.com

APPENDIX 1

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The enhanced cancellation provisions contained in this Appendix will apply only if and to the extent that your booking is directly affected as a direct result of the global pandemic known as 'Covid-19'.

We have introduced this appendix to provide additional flexibility so that clients can continue to book with confidence. Cancellation options within one, 3 and 6 weeks of your scheduled arrival in resort have been put into place as bellow:

If, within **seven days** of your scheduled arrival in resort, there is:

- a Covid-19 related closure of all mountain lifts in the Morzine-Avoriaz area; or
- an instruction by the local authorities in France to close our chalets as a result of Covid-19; or
- a travel ban imposed in France or the country of residence of the Party Leader, which prevents travel to resort within the time frame prescribed in the booking; or
- a requirement to self-isolate (aka quarantine) for a period of 3 days or more in the country of residence of the Party Leader on return from France

then we will accept a cancellation by you and provide you, with one of the following alternatives:

1. A credit note for 100% of the amount paid to us minus 250€ which covers the administrative costs and fixed overheads of Mountain Voyages chalet (SDF Paul Augusto) associated with providing your

holiday. This credit note can be used to cover a booking to start at any time before 31st August 2022

2. A refund of all the money paid by you, except for the non-refundable deposit of 25% of the total cost of your booking, which covers the administrative costs and fixed overheads of Mountain Voyages chalet (SDF Paul Augusto) associated with providing your holiday

If, within **3 weeks** of your scheduled arrival in resort, there is:

- a Covid-19 related closure of all mountain lifts in the Morzine-Avoriaz area; or
- an instruction by the local authorities in France to close our chalets as a result of Covid-19; or
- a travel ban imposed in France or the country of residence of the Party Leader, which prevents travel to resort within the time frame prescribed in the booking; or
- a requirement to self-isolate (aka quarantine) for a period of 3 days or more in the country of residence of the Party Leader on return from France

then we will accept a cancellation by you and provide you, with one of the following alternatives:

1. A credit note for 100% of the amount paid to us minus 150€ which covers the administrative costs and fixed overheads of Mountain Voyages chalet (SDF Paul Augusto) associated with providing your holiday. This credit note can be used to cover a booking to start at any time before 31st August 2022

2. A refund of all the money paid by you, except for the non-refundable deposit of 25% of the total cost of your booking, which covers the administrative costs and fixed overheads of Mountain Voyages chalet (SDF Paul Augusto) associated with providing your holiday

If, within **6 weeks** of your scheduled arrival in resort, there is:

- a Covid-19 related closure of all mountain lifts in the Morzine-Avoriaz area; or
- an instruction by the local authorities in France to close our chalets as a result of Covid-19; or
- a travel ban imposed in France or the country of residence of the Party Leader, which prevents travel to resort within the time frame prescribed in the booking; or
- a requirement to self-isolate (aka quarantine) for a period of 3 days or more in the country of residence of the Party Leader on return from France

then we will accept a cancellation by you and provide you, with one of the following alternatives:

1. A credit note for 100% of the amount paid to us, this credit note can be used to cover a booking to start at any time before 31st August 2022
2. A refund of all the money paid by you, except for the non-refundable deposit of 25% of the total cost of your booking, which covers the administrative costs and fixed overheads of Mountain Voyages chalet (SDF Paul Augusto) associated with providing your holiday

For the avoidance of doubt this enhances your protection by replacing the terms in clause 6 that would otherwise apply in these circumstances.

If a credit note is issued and accepted by you and if any portion of the credit note is unused after making a future booking, then the remaining balance will not be refunded by Mountain Voyages chalet (SDF Paul Augusto). However, the unused amount can be used against further future bookings starting before 31st August 2022

If a credit note is issued and accepted by you and then used as payment for a future booking which gets cancelled for any reason whatsoever outside of our control, then the total amount of any refund in respect of that booking cannot in any circumstances whatsoever exceed the total amount paid for the new booking, excluding the value of any credit note used.

Subject to the terms in the previous paragraph, once the credit note has been used, it will be treated as a payment for the new booking and will be subject to the terms and conditions of the booking, as with any other payment against that booking

Mountain Voyages chalet (SDF Paul Augusto) is required to comply with all national and local government imposed regulations, recommendations and measures relating to Covid-19. Accordingly we reserve the right to make changes to the services offered or service level provided by Mountain Voyages chalet (SDF Paul Augusto) during your stay in our accommodation should this be required by such regulations. Reasonable efforts will be made to keep any such interruption to a minimum

Force Majeure

Covid-19 is now a known problem and therefore, under French law, any cancellations related to Covid-19 cannot be classed as Force Majeure.