

INCLUSIVE PACKAGES

MOUNTAIN MOMENTS TERMS AND CONDITIONS: 2014.V1.140807

INTRODUCTION: These Terms and Conditions ("Terms") apply to both Summer and Winter holiday bookings at the Chalet Ste Marie taken under the name of Mountain Moments Ltd, which is the operating entity for the chalet, incorporated in England.

GENERAL: All bookings are made through this website, irrespective of where the enquiry has been generated. Bookings can only be made by ticking the acceptance of terms box during the booking process or on return of the Booking Form, where it is deemed that they have been read, understood and accepted. These terms comprise the legally binding agreement between Mountain Moments and all those listed on the Booking and on whose behalf the "Party Leader" is acting. You are encouraged to read them carefully and print a copy for reference. Please let us know if you have any queries or questions and we will be happy to clarify the position.

ACCURACY: These conditions are accurate to the best of our knowledge, but in the event that errors in presentation or typography; clear contradictions become evident or where there is obvious discrepancy or error, we reserve the right to clarify the conditions or the meaning of the conditions once they have been bought to our attention.

OFFER AND ACCEPTANCE: Bookings are only accepted by the issue of an e-mail confirmation and are not deemed to have been completed until all monies due have been cleared through the relevant channels and been lodged in our bank account. Any offers or quotes given by any other method or media (including but not confined to any third party, telephone or e-mail) are not contractually binding on Mountain Moments Ltd. The accommodation booked is only available for and used by, those persons included on the Booking unless otherwise agreed by us in writing

CONFIRMATION: If you do not receive a confirmation within two weeks; you should contact us to make sure your Booking has been made and accepted. It is important that you check all the details shown on the confirmation carefully to ensure that they are correct as they form the basis of the contract between you and Mountain Moments Ltd. Unless any discrepancies are brought to our attention within 7 days of issue it will be deemed you are confirming your acceptance of the Booking on behalf of all persons included in the Booking.

THE ACCOMMODATION: In the interest of fire and safety regulations and out of consideration for the amenity of other guests, we ask that you observe a few requests:

- a) Our chalet has a lot of wood so we operate a no smoking policy.
- b) Wet floors can be slippery, dangerous and uncomfortable for everyone so you are asked to remove your outdoor shoes in the chalet.
- c) For general use we provide bed linen, one bath towel and one hand towel per person per week.
- d) Toweling robes are not provided for use of the Jacuzzi, Sauna or other Leisure Suite facilities, but you might like to bring an additional towel for use of these facilities.
- e) We regret that the Chalet Ste Marie does not have dedicated facilities for wheelchairs or people who have difficulty climbing stairs.
- f) Where a bathroom is shared by two rooms, each room has its own wash hand basin. These bathrooms are for the sole use of the room occupants and so, if you are occupying an en-suite room or one of the Family Suites, please do not use them.
- g) There are additional shower rooms and cloakroom facilities on the ground and lower ground floors. These can be used for those skiing on the day of departure and for early arrivals.
- h) We are usually able to provide cots if requested at the time of Booking, but cot linen is not usually provided. Please note we cannot guarantee that cots will meet British safety standards, and that the inclusion of a cot may restrict room space.
- i) We do not provide baby food as we cannot guarantee that it will be suitable for your individual needs, but are happy to assist with preparation of your own baby food.

JACUZZI: (revised 09/01/12) The Jacuzzi at the chalet is the biggest in the resort. It is a commercial installation and not one that you may be familiar with at home. As it requires specialist expertise and training, it can therefore **ONLY** be operated by Mountain Moments Ltd staff or authorized representatives. In the event that you unilaterally attempt to use or operate the Jacuzzi, we will close it from use and you will be liable for any resulting damage or repair that becomes necessary. Use of this facility is entirely at your own risk and children must be supervised by a responsible adult at all times in order to ensure their safety and monitor their behaviour. We cannot accept any liability for any accident or injuries, howsoever sustained in connection with the use of the facilities. You are requested to shower before and after use in the adjacent showers and use the changing facilities provided for the purpose. Drinks and glasses are not allowed in or around the Jacuzzi, so as to avoid breakage and subsequent injury. The Jacuzzi will be available from 16.00 to 19.00 daily during the winter season. During the Summer, it is used as a "plunge pool" rather than a Jacuzzi and open during the day time. If you would like to use it outside these times, please give notice to the chalet staff, who will prepare it for you.

SAUNA: The Sauna is available at any time by making a request to the chalet staff. If you would like to book the Sauna for exclusive use, please ask the chalet staff. In the interests of hygiene for all users, please shower before and after use, sit on a towel and do not place footwear on the seats. Please only use the water provided for activating the coals and do not pour any other solid or liquid on the coals.

DAMAGE and CHARGES: Please treat the chalet and its contents as you would your own belongings. You are responsible for any damage or loss caused to the chalet fabric, its equipment, fixtures or fittings during your stay and any replacement or repair costs must be met by you and paid locally prior to your departure. Please check your rooms on arrival and report any damage to the staff. In the event that there are any outstanding charges that you have not paid before departure (including but not confined to, equipment hire, tuition costs, lift passes etc) that we are called upon to settle on your behalf, we will deduct the costs directly from your credit or debit card and issue you with a balancing invoice for the cost.

WHAT IS/NOT INCLUDED IN YOUR HOLIDAY PRICE: Our policy is to give you the opportunity of tailoring your own holiday experience by including or excluding a range of available options that suit your own individual requirements, over an above the basic cost of the package. We aim to be totally transparent about all the costs of the products and services on the web site or other material, which you can select or not during the booking process. Inclusive packages will generally include: accommodation, transfer to and from the airport, 7 days half board (breakfast, afternoon canapés, 4 course evening meal on 6 nights, pre-meal aperitif, unlimited wine during the evening meal); dinner on your day of arrival and breakfast on your day of departure; use of all the chalet facilities; activity advice/guiding (where legal), transport within the resort, local tourist taxes and discount ski and boot hire. We can also arrange your ski lessons if you require. Depending on the package selected, current optional extras include: Travel; Travel Insurance; Equipment hire, Activity cost; Activity tuition, Lift Passes; Childcare;

SPECIAL REQUIREMENTS: It is deemed that you have fully considered the accommodation and package and that they are suitable for you. If necessary, please make specific enquiries before completing the Booking to ensure the accommodation and package meet your individual or group requirements as no liability will be accepted by us in the event that this subsequently turns out not to be the case. Any special requests or requirements which are important to you (including but not confined to: vegetarian meals, special facilities, certain medical conditions, specific room allocations, length of stay, transportation etc.) should be bought to our attention before you complete your booking. Although we will endeavour to fulfill your requests, they will not be deemed to be accepted unless and until confirmed by us in writing. Otherwise any such requests cannot be guaranteed by us or our suppliers or partners, or be included as part of your holiday contract.

PACKAGE PRICE: The package prices quoted are per person (or as a group) based on a minimum of double occupancy in the period indicated (usually 7 nights). Single occupancy rates may apply at our discretion and will be provided on request. Package prices can be adjusted to comply with special individual requirements. Prices shown on the website or other material are quoted in Pounds Sterling and based on prices current at the time of printing. Mountain Moments Ltd reserve the right to change these prices at any time without notice. Any such changes which are made do not confer any right to change the price that you have paid or agreed to pay.

PAYMENT: In agreeing to these terms, you agree to be liable and make payment for any chargeable services that are requested by you or any member of your group, both before or during your stay. Your booking will be secured with the payment of a non refundable deposit of 30% of the total cost of the package, followed by payment of the balance within 10 weeks of the commencement date of the package, product or service. Packages booked within 10 weeks of the commencement date of the holiday, require full payment at the time of Booking. Mountain Moments Ltd. accept payment in Pounds Sterling and Euros and by personal cheques (following clearance through our account), direct bank transfers (BACS), Debit Cards & Credit Cards are accepted at our discretion and your verbal authorization of the use of your card confirms your compliance with our Terms and completion of the transaction confirms your reservation. A surcharge will be applied to debit and credit card payments. This charge will vary from time to time depending on the merchant services provider's requirements. We regret that we are unable to accept travelers' cheques or cheques in resort.

BOOKING ALTERATIONS: Should you wish to make any changes to your reservation after confirmation, we will do our utmost to satisfy your requirements, subject to availability. In the event that the change incurs an additional cost, this will be advised to you and paid before the change is accepted. If a change requires new documentation (including but not confined to: tickets, vouchers, lift passes etc.) these cannot be issued until we have received all your old documents. Should you lose your documents, you will be required to purchase replacements at your own cost.

CANCELLATIONS: We cannot be responsible for cancellation, restrictions, limitations or changes, which occur prior to or during your booking period, caused by circumstances outside our control. Such circumstances include but are not confined to: Force Majeure, war or threat of war, strikes, riots, civil strife, terrorist activity, governmental action, industrial disruption, natural disasters e.g. avalanches, volcanic ash clouds, adverse weather, lack of snow, closure or no-operation of lifts, nuclear activity, epidemics, health risks, fire, technical problems to transport, closure or congestion of airports/stations/ports, cancellations or changes of schedules by carriers ceasing to operate for whatever reasons; and similar events beyond our control. All such claims for refund should be forwarded to your insurers.

JURISDICTION: These terms and conditions and any matters arising from them are governed by the law of England and Wales and exclusive jurisdiction is conferred on the English and Welsh Courts.

REFUND POLICY:

Once a booking has been accepted and confirmation issued, we will endeavour to deliver the contracted package, product or service to the best of our ability.

1. In the unlikely event that we are unable to deliver the package due to circumstances that should be within our control, or obliged to make any alteration to your original booking, which is deemed to be significant, (for example a change of dates or change in accommodation standards), we will offer you a suitable alternative or in the event that this is not accepted, you will have the right to cancel the holiday and you will receive a full refund of all monies paid to us by you.
2. If we are required to cancel your holiday as a result of information coming to our attention after booking (including but not confined to: insufficient booking numbers, lack of appropriate insurance, criminal intent or otherwise, etc), we will offer you a full refund of the monies paid to us by you.
3. The above policies will be limited to this repayment and no further liability (including but not confined to booked flights, transfers, equipment hire, purchased lift passes that cannot be refunded by the issuing company, lack of snow, etc) for loss will be accepted. All such claims for refund should be forwarded to your insurers.
4. If you unilaterally cancel your holiday within 10 weeks of arrival or after final payment has been accepted, we regret that we are unable to offer any compensation or refunds.
5. In the event that you cancel the booking or part of the booking at any time after the payment of the deposit and before the final payment is due, we can only make a refund if we are able to re-sell the booked package. In this event, we will retain the difference between package cost paid by you and the package cost we have been able to achieve, plus 15% of the total cost of the package to cover promotion, administration and re-booking costs.
6. In the event that the final balance payment is not received within 10 weeks of the commencement date of the holiday, the deposit will be forfeit and we reserve the right to re-sell the package in its entirety, without further notice.
7. Non-arrivals or unused portions of the package will not be entitled to any refund. Any persons removed from the property due to unacceptable conduct or behaviour, will receive no refund and will be liable for the costs of removal.

HAZARDOUS ACTIVITIES: Alpine mountain activities (skiing, tobogganing, snowboarding, mountain biking, paragliding, white water rafting, inner-tubing, snow-mobiling, etc) can be high risk activities. All clients accept full responsibility to make themselves aware of the risks and hazards of these sports and undertake them at his/her own risk. By participating in a Mountain Moments Ltd. package, the client hereby agrees to indemnify Mountain Moments, its employees, agents, partners or chalet owners against owners for accident, illness, injury or death resulting from the participation in such activities and that neither he nor any member of his party will make any claim or take an action in connection. Mountain Moments Ltd. shall only be responsible to the client for supplying the services and accommodations packages offered.

TRAVEL INSURANCE: When booking an Alpine mountain holiday, it is a condition of booking that you purchase adequate travel/holiday insurance cover to include the activities you intend to participate in, including hazardous activities mentioned above. In particular, winter and mountain sports insurance must include cover for hired equipment and the lifting off the mountain by whatever means the rescue services decide, in the event of injury as this is very expensive (particularly by helicopter) as we will not cover the cost on your behalf. Please check the details of your individual policy at time of booking and before participation.

No liability will be accepted by Mountain Moments Ltd. for any clients travelling without adequate travel, medical, winter and hazardous sports insurance.

We strongly suggest you purchase travel insurance to cover 100% of your holiday cost at the time of booking. This should cover you in the event of unavoidable cancellation due to illness etc. as there are no exceptions to the cancellation or refunds policy.

We may ask for evidence of cover and in the event that it is not produced or deemed inadequate, we reserve the right to cancel your booking and retain any monies in accordance with our cancellation and refund policies.

AIRPORT/TRAIN to RESORT TRANSFERS:

Where transfers are not included in the package, you will have been invited to make both air travel and airport/resort transfer arrangements directly with our preferred partner, as part of the booking process. Where this has been done, we will be advised of your arrangements, but will have no part in actually delivering the 3rd party arrangements.

Where we are asked to assist in arranging transfers on your behalf, it is your responsibility to inform us of your flight arrangements at least 4 weeks before departure, giving flight details and arrival times for each guest. We cannot accept responsibility for guests missing flights for any reason or mislaying or destroying travel documents and no credit or refund will be given if you fail to take up a component of your holiday as a result.

Whilst we cannot be responsible for the loss of transfers due to any flight cancellation, disruption or delay, we will wherever possible within our power, assist in making alternative arrangements and you agree to cover any additional costs incurred.

It may sometimes be necessary to combine, on certain transfers, customers arriving or departing on more than one flight or train; which may require additional waiting time at your airport/station, or possibly changes of coach or minibus en route. We are sure you will appreciate that due to adverse weather, traffic delays, or other factors beyond our control, timings may also change.

ARRIVAL and DEPARTURE: Accommodation is normally available from 12.00 hours on the day of arrival and you should anticipate checking out before 09.00 hours on the day of departure

CONDUCT: The owners of the chalet have worked hard to build a very good relationship with the local community, which it is important to retain as it contributes significantly to the success of your holiday. Our aim is to provide you with a complete and memorable holiday experience not available elsewhere and treat you with due courtesy and respect. In response therefore, we expect a high level of behaviour and reciprocal co-operation and consideration, not only for your fellow guests, but for the local residents and community at large who will be contributing to elements of your experience. In the event therefore, that we deem that your behaviour or conduct is such as to adversely affect the enjoyment or safety of other guests or adversely affect our reputation or the local amenity of the local residents or community at large, we reserve the right to immediately remove you from the premises without refund. We do not accept any liability for financial loss or damage to property suffered by you other than that due to our own negligence or that of our authorised employees. We accept no responsibility for the action of guests and shall not be held liable for any claim made against them (or as a result of their actions) by a third party.

SUPERVISION OF CHILDREN: We understand that children need to express themselves, and we will endeavour to accommodate their activities in a positive and pro-active way. However, children must be supervised at all times by their parent/guardian/carer and we accept no liability for their behaviour or conduct. In the event that we receive complaints from other guests or deem that their behaviour is adversely prejudicial to the enjoyment or safety of other guests or the children themselves, we will let you know and expect you to take steps to suitably curtail the behaviour. In the event that the issues are not resolved, we reserve the right to remove you and the children from the property, without refund.

COMPLAINTS: If you are unhappy with any aspect of your holiday, please bring this to the attention of authorized Mountain Moments Ltd. representatives at the time and we will make every effort to achieve a satisfactory solution. In the unlikely event that this is not possible, it is important to formally record your complaint at the time in writing and forward it to us within 14 days of your return, so that any rights to rectification or compensation can be examined. Upon receipt of your letter we will investigate the points raised and reply within 14 days, or if this is not possible, send you an interim letter advising you of the progress of the investigation. In the event that your dispute cannot be settled amicably, it may (if you wish) be referred to arbitration under an inexpensive scheme devised and administered by the Chartered Institute of Arbitrators.

HEALTH, PASSPORTS & VISAS: It is your responsibility to ensure that documents are in proper order before you travel. We accept no liability for any loss or inconvenience caused as a result of your failure to take reasonable care in this respect.

EU Nationals are advised to hold a full passport valid and any necessary visas for the duration of the holiday and for at least six months after your return journey. Persons under 16 years of age who are not already included on their parent's passport are required to have their own individual passport. You should also carry an EHIC card issued free in the UK.

Vaccinations are not currently required to enter Switzerland or France. Pregnant mothers are advised to obtain clearance to fly both from their doctor and airline if their pregnancy will exceed 28 weeks on the date of their return travel.

Non-EU Nationals are advised to contact the relevant consulate for further information: France: 0207 838 2000. Switzerland: 0207 616 6000.

For identification purposes, we may require sight of your passport on arrival.

INFORMATION ACCURACY: All information in our website and other material is correct to the best of our knowledge and belief, at the time of publication. However, we reserve the right to make changes to information contained within our website at any time and we encourage you to check the contents of the site at the time of booking. In the event that changes occur after a Booking has been accepted, we will advise you of any changes that we deem are significant to your Booking, which are fundamental to our contract with you or which we believe may affect the enjoyment of your holiday. However, we are sure you will understand that at times certain advertised facilities may not be in operation due to circumstances beyond our control and we may have no information or prior warning of such matters and we accept no liability for such unforeseen changes.

EARLY and LATE SEASON: Due to poor weather conditions; lack of snow, or low number of tourists in resort, particularly in early or late season; cable cars; chair lifts; certain sporting activities or other facilities such as saunas; swimming pools; ice rinks etc.; may not be operational. We are not included in making decisions to operate such facilities and we are not always advised or aware of such decisions made by the operators. Also ski and public bus services may not be fully operational. No refunds can be made as a result of these closures/restrictions.

PRIVACY AND WEB SITE USE:

We take the protection of the privacy of clients and the use of our web site seriously. We do not disclose any information collected about you except as permitted in our Privacy Policy and are guided by the Acceptable Site Usage Policy. We have full policies for these, but due to their comprehensive nature, they are not published in their entirety here. However, in accepting the Booking Terms, you are deemed to have accepted our Privacy and Acceptable Site Usage Policies as outlined below and if requested to do so, we will provide you with full terms.

Please note that these are our policies, so please be aware that should you follow a link to another Web site, you are no longer covered by these policies. It's a good idea to understand the privacy policy site use policy of any Web site before sharing personal information with it. Words and phrases used in these policies have the same meaning as in the Booking Terms.

Privacy Policy includes:

Personal Data and how it is used; The extent of information gathered, (For your protection, we keep no credit card information beyond your stay); Limitations of use of information gathered and length of time it is held; Newsletters and Surveys and your right to opt out of receiving them; Privacy of enquiries and protection of personal information, including Third Parties; Use of "Cookies", Web Beacons and GIF's; Changes to policy and Legal Disclosure;

Acceptable Site Usage Policy includes:

Granting of licence and accuracy of information; Proprietary rights of downloading information; Intellectual Rights, Prohibited Access and Unauthorised use; Changes and Unavailability; Content, Layout, Copy and Infringement thereof; Hypertext links and Links to Third Parties; Photographs and Images; Copy rights and Covenants; Disclaimers and Warranties