

These booking conditions form the basis of your contract with Chamonix Ski Chalets, a trading name of Mountain Leap Operations Limited. Please read them carefully as they set out our respective rights and obligations. In these booking conditions, 'you' means the first named person or person on behalf of an organisation on the booking (who must be at least 18). 'We' means Mountain Leap Operations Limited.

**MAKING A BOOKING AND PAYMENT** We accept your instructions by telephone, facsimile, letter and email. This means that you may telephone your requirements for immediate booking. All bookings, including those made by telephone, are subject to these booking conditions. You must submit a completed and signed booking form accepting these conditions on behalf of all party members at the time of booking together with a deposit of £100 per person, or 30% minimum of holiday cost (for hotel bookings subject to the hotel policy on deposits), or the full holiday cost if booking within 8 weeks of departure, and all applicable insurance premiums. We must receive the balance of the holiday cost no later than 8 weeks prior to departure. If payment is not received in full and on time we reserve the right to treat the booking as cancelled by you and to apply the cancellation charges set out under 'Cancellation' below. You may need time to agree holiday details with other party members. To enable you to do so we will normally hold your chosen holiday as an option until close of business on the third day when it will be automatically cancelled unless you have confirmed the booking with us. A binding contract comes into existence between us when your booking is confirmed as definite to you by telephone or, all other cases, when we despatch your confirmation invoice. This contract will be governed by English Law and is subject to the exclusive jurisdiction of the Courts of England and Wales. You must check your confirmation invoice, tickets and all other documentation carefully as soon as you receive it. You must also let us know straight away if anything appears to be incorrect as it may not be possible to make changes at a later stage. We regret we cannot accept liability if we are not notified of any errors within ten days (three days for tickets) of our dispatching the document in question. The person making the booking must be at least 18 years of age and guarantee payment to us of the total holiday cost on behalf of, and with the consent of, all persons for whom the booking is made.

**CANCELLATIONS** Should you or any member(s) of the party need to cancel your holiday, the first named person on the booking form must inform us in writing immediately. Cancellation charges to compensate us for the costs of making your booking and the risk we may be unable to sell your holiday will be payable as follows:

Period before departure written notification of cancellation is received by us:	Cancellation charge per person cancelling:
56 days or more in advance	Deposit only
42 - 55 days	30% of holiday cost
28 - 41 days	65% of holiday cost
14 - 27 days	90% of holiday cost
1 - 13 days	100% of holiday cost

Cancellation charges are calculated from the date written notification is received by Mountain Leap as a percentage of the total holiday cost. These charges exclude supplements, amendment charges and insurance premiums, which are not refundable in the event of your cancellation.

**BOOKING ALTERATIONS** If you wish to make any changes to your confirmed holiday, we will endeavour to assist although we cannot of course guarantee that we will be able to meet any particular request. Where we can meet a request, an amendment fee of £40 per person, per booking will be payable together with all costs we incur or our suppliers impose or incur as a result

**COMPLAINTS AND ARBITRATION** We make every effort to ensure that you have a trouble-free holiday. In the event of a complaint concerning the holiday you should immediately report it to your Mountain Leap representative in the resort and to the relevant supplier, specifying in writing all the pertinent details in order to give us a fair opportunity to investigate the matter. Our representative and/or supplier will naturally do his/her best to resolve the matter on the spot. If you remain dissatisfied, the complaint in resort should be followed by a formal notice of complaint, which must be received by us not later than 28 days after the end of your holiday. We regret that we cannot accept liability for any claims, which are not notified entirely in accordance with this clause. Disputes arising out of, or in connection with, this contract, which cannot be settled amicably, may be referred to arbitration under a special scheme, which is administered quite independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration based on documents alone with restricted liability for the customer in respect of costs. The scheme does not apply to claims for an amount greater than £1,500 per person/£7,500 per booking form, nor to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. Application for arbitration should be made within 9 months of the end of the holiday, but in exceptional circumstances may be offered outside this period.

**SPECIAL REQUESTS AND MEDICAL PROBLEMS** If you, or any member of your party has a medical problem or disability, which may affect your holiday, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us details in writing at the time of booking. Any special requests must be advised to us at the time of booking and clearly noted on the booking form. Whilst we will endeavour to meet/pass on to suppliers any reasonable requests wherever possible we cannot guarantee that they will be fulfilled and failing to do so will not constitute a breach of contract on our part.

**BREAKAGES AND DAMAGES** You are responsible for any breakages, losses or damages caused during your stay in your accommodation and it is your responsibility either to put right the damage or to make full payment to our local representative before departure from the resort. We reserve the right to invoice you or charge your debit/credit card for a reasonable amount for the cost of damages that remain unpaid at the time of your departure from the resort or completion of your travel arrangements with Mountain Leap.

**HEALTH REQUIREMENTS** Always check with your doctor as to which inoculations and health requirements are advisable or necessary well before you travel. You should also refer to the Department of Health leaflet, 'The Travellers' Guide to Health'.

**PHOTOGRAPHS** These are intended to give an overall impression rather than details. Any item of furniture or chattels, which appear in the photographs, may have been changed or removed from the accommodation.

**FINANCIAL SECURITY** We are members of the Travel Trust Association, membership number U053X. This means your money will be refunded or you will be repatriated if already abroad in the unlikely event that your holiday cannot be provided due to our insolvency.

**FLIGHTS, TIMINGS AND DELAYS** Please note flight timings may change. The information shown in this brochure and given on booking is for guidance purposes only. Latest times will be shown on your confirmation invoice. However, up to date times (which may be different and may change again) will appear on your tickets. You must check the times shown on your tickets very carefully immediately on receipt. The flights which are likely to be used for holidays featured in this brochure are shown earlier in this Information Supplement. The arrangements are not, however, definite at the time of printing. We will not usually be in a position to advise as to the aircraft type which will be used in connection with any flight at the time of booking. When we confirm the airline, aircraft type or airport of destination, which will be used for your holiday at any time, this information may change. If it does, the change will not entitle you to cancel or change to another holiday without paying our normal charges. It is your responsibility to ensure that you and all members of your party are at the correct departure point at the correct time. We cannot accept responsibility for clients missing aircraft or other transport due to late check-in at the airport. Please note flight tickets are normally non-refundable. Should you wish to have a more flexible ticket, please ask one of our consultants for details.

**PASSPORTS AND VISAS** British citizens require a full ten-year British passport valid for at least one month after the end date of the holiday. British citizens holding British passports do not require a visa for Austria, France or Switzerland. Citizens of other countries and British citizens not holding a British passport should check with the relevant consulate for information concerning passport and visa requirements. All wives travelling alone and all children, including newborn babies must have their own passport, except where the child is currently already included on the adult passport. It is your responsibility to ensure all members of your party are in possession of all necessary travel and health documents before departure. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

**BEHAVIOUR** We reserve the right to terminate the holiday arrangements of any client who, in our opinion or in the opinion of any airline pilot, accommodation owner or manager or other person in authority, is causing or is likely to cause distress, annoyance or danger to any of our other clients, employees or any third party, or damage to property. In this situation our responsibility for the holiday of the person concerned will immediately cease and we will not be liable to pay any compensation, make any refund or meet any expenses that they may incur as a result. Where applicable, full cancellation charges will apply. Please note we do not accept animals or pets in our properties

**CONSUMER LEVY** Proposals are presently being considered for the introduction of a 'consumer levy' on all holidays. If such a levy is introduced during the validity of any Mountain Leap published prices, we reserve the right to increase the advertised prices to include the levy and to pass on the levy in respect of confirmed bookings. In this situation the surcharge paragraph set out above will not apply. Any levy will be shown as a separate item on your invoice.

**FOREIGN OFFICE TRAVEL ADVICE** Current travel advice is readily available from the Travel Ad Unit, 1 Palace Street, London SW1E 5HE. Tel: 0207 238 4503, Fax: 0207 2384545. FCO travel advice notices are also displayed on BBC2 (Ceefax).

**SURCHARGES** We reserve the right to increase or decrease our brochure prices and correct errors any time. The current price will be advised to you at the time of booking. In respect of confirmed bookings we adopt the ABTA rule on surcharges as follows. The price of your travel arrangement is subject to surcharge in the event of our costs increasing due to increases in transportation costs (including increases in fuel or scheduled air fares or the imposition of any airline surcharge which is part of the contract between airlines (and their agents) and the tour operator/organiser), government action such as increases in VAT, or any other government imposed increases or adverse exchange rate variations. Even in this case we will absorb increases up to a total amount equivalent to 2% of the holiday price excluding insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged. If this means paying more than 10% of the holiday price you will be entitled to cancel your holiday with a full refund of all money paid to us except for any premium paid for holiday insurance and amendment charges. Should you decide to cancel in this situation you must do so within 14 days from the issue date printed on the invoice. Prices are based on the currency exchange rates of 10.5 French francs equalling £1; 2.45 Swiss francs equalling £1; 21.8 Austrian schillings equalling £1 and 1.6 Ecu equalling £1.

**TRAVEL INSURANCE** It is a condition of our accepting your booking that you take out our special travel insurance or alternatively, at that time, arrange a policy yourself which provides comparable or greater cover. This alternative policy must also offer a 24-hour emergency telephone and repatriation service. In the event of any emergency, should you not have adequate insurance cover, we will offer all reasonable assistance but it must be understood that you will be responsible for any costs involved. It is your responsibility to arrange additional insurance cover exceeding the maximum amounts payable under our policy or providing cover for additional areas of risk if you consider our policy is not adequate for particular needs of your party.

**STAR CATEGORIES/COUNTRY STANDARDS** Chalets are not hotels and as such are not classified by the local tourist authorities. Please rely on the descriptions we provide. For hotels, the ratings fixed by the local tourist authority are shown where available. Generally speaking, these ratings are comparable to rating systems used in the UK.

Please feel free to call us to discuss these terms and conditions: 020 7931 0612

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