

# Conditions of Booking

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## 1. Deposits and Bookings

No contract shall exist between the client, which expression shall include all persons on whose behalf the client books, and Mountain Heaven Limited (hereinafter called Mountain Heaven) until a Booking Form signed by the client and a deposit has been received and confirmed in writing by Mountain Heaven. Deposits are not refundable unless we are unable to accept your booking.

## 2. Payment of the Balance

Payment of the balance due must be made no later than 10 weeks before the departure date. For bookings within 10 weeks of the departure date the total costs of the accommodation is immediately payable. In all cases Mountain Heaven reserves the right to cancel the holiday arrangements, without any obligation to refund or make alternative arrangements, where the client fails to make payments as stipulated.

## 3. Prices

We will endeavour to maintain the prices indicated/agreed however we reserve the right to vary the price of the accommodation if our costs are increased by over 2%. In addition we will pass on any direct costs incurred due to any changes in government legislation.

## 4. Financial Security

As a member of the Association of Bonded Travel Organisers Trust Limited (ABTOT) an association approved by BERR, Mountain Heaven Ltd has provided a Bond to meet the requirements of the Package Travel, Package Holidays and Package Tours Regulations 1992. In the event of Mountain Heaven Ltd.'s insolvency, this Bond provided security for:

- Non-flight inclusive packages commencing in and returning to the UK; and
- Packages excluding flights to and from your destination

which are offered by Mountain Heaven Ltd. Please note that bookings made from overseas must be made directly with Mountain Heaven Ltd and not via an agent.

In the above circumstances, the following will apply:

- A refund of your prepayments if you have not yet travelled; or
- Repatriation where your non flight inclusive package commences in and returns to the UK if you have already travelled

## 5. Alteration or Cancellation by Mountain Heaven

Due to circumstances beyond our control it may be necessary to make alterations to confirmed bookings. If this is necessary we will inform the party leader as soon as possible. In most cases these changes will be minor in nature and do not significantly alter the accommodation and service provided.

In the unlikely event of Mountain Heaven making a major alteration or cancelling the accommodation, Mountain Heaven shall offer the client a choice of accommodation from the brochure/web site (where the price is less Mountain Heaven will refund the difference) or alternatively offer a full refund.

## 6. Cancellation by the Client

Cancellation shall take effect only when written notification from the person signing the booking form is received by Mountain Heaven. Cancellation fees shall be levied according to the period by which cancellation precedes departure and are expressed by a percentage of the total accommodation price as follows: loss of deposit - up to 57 days before departure, 35% if 56 days - 43 days before departure, 55% if 42 - 29 days before departure, 75% if 28 - 15 days before departure and 100% if 14 days or less before departure.

## 7. Alteration by the Client

You may change your booking up to 14 days before departure by transferring it to another person if you are unavoidably prevented from travelling, and the transferee meets any conditions which may apply to the accommodation and agrees to the terms of the booking agreement. The right to transfer is subject to the payment of an administrative fee of £25. Should you wish to make any other amendments to your confirmed booking you must notify Mountain Heaven as soon as possible in writing. We will do our utmost to accommodate your requests but this may not always be possible. Where it is possible we will charge you an amendment fee of £25 plus any costs incurred by Mountain Heaven or charges or costs incurred or imposed by our suppliers.

## 8. Travel

Mountain Heaven cannot accept any responsibility for any problems or delays with regard to the clients personal travel arrangements. Clients are fully responsible for the provision of all necessary valid documents e.g. Passports or Visas.

## 9. Damage by and Behaviour of the Client

Mountain Heaven shall be entitled to recover from the client the amount of all claims made against Mountain Heaven in respect of any damage caused by the client to the accommodation or other property. The client undertakes to conduct him/herself in an orderly fashion and not to disrupt the enjoyment of others in the accommodation with the client or to prejudice Mountain Heavens reputation with the owners of the accommodation or its suppliers. The client undertakes to comply with all local regulations in respect to the accommodation and these are clearly displayed in the entrances of all the chalets. We reserve the right at our discretion to terminate without notice and liability the accommodation of any person we deem to be acting inappropriately.

## 10. Insurance

You must be adequately insured for winter sports and we may require you to produce evidence of this. In addition you are responsible for all costs incurred for medical expenses in the resort including mountain rescue fees which must be paid immediately.

## 11. Force Majeure

We regret that we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by "force majeure". Such events may include war, threat of war, riot, civil strife, actual or threatened terrorist activity, natural or nuclear disaster, adverse weather conditions (including snow), fire and all similar events outside our control.

## 12. Length of Stay

The client is entitled to occupy the property only between 4pm on the agreed date of arrival and must leave by 10am on the agreed date of departure.

## 13. Liability

13.1. We promise to make sure that all parts of the accommodation we have agreed to arrange, perform or provide as part of our contract with you are performed or provided with reasonable skill and care.

13.2. We accept responsibility for death, injury or illness caused by negligent acts and/or omissions of our employees and suppliers. When we talk about negligent acts this means failure by ourselves, or our suppliers whilst acting to use reasonable skill and care in performing or providing the service in question. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim.

13.3. We will also accept no liability for death or injury caused by any equipment provided in the accommodation in respect for infants and children such as cots, high chairs, stools etc. It is the responsibility of the client to ensure that these items are of adequate quality and construction. If there are any concerns these must be reported on the day of arrival to our representatives and the items must not be used.

13.4. We will also accept no liability for death or injury caused by any equipment provided by the owners of the accommodation in respect for infants and children such as cots, high chairs, stools etc. It is the responsibility of the client to ensure that these items are of adequate quality and construction. If there are any concerns these must be reported on the day of arrival to our representatives and the items must not be used.

We are acting only as agents for the purchase of lift passes, ski equipment, rail travel and outsourced transfers and as such any complaints or issues regarding such services and equipment must be made to the actual suppliers and not Mountain Heaven Ltd.

13.5. Where you book excursions or make further arrangements before departure or in the resort and make payments directly to the relevant suppliers Mountain Heaven accepts no liability for any failure in such arrangement or any death or personal injury which you may suffer.

## 14. Baggage of the Client

All baggage and personal possessions remain at all times and in all circumstances at the owners risk except where Mountain Heaven has proved to be negligent.

## 15. Complaints by the Client

Should you have any cause for complaint whilst in the accommodation, our local representatives must be immediately advised of your dissatisfaction so that remedial action, where possible, can be taken without delay. If you wish to pursue a claim against us, written notice must be given to us no later than 28 days after the end of your accommodation.

## 16. Our Brochure and Web Descriptions

We have taken great care in the printing and production of our physical and web brochures and any accompanying literature but regret that we cannot be held responsible for circumstances beyond our control e.g. maintenance work to or breakdown of lift systems, adverse weather conditions, alterations to the furnishings of properties made by the owners, nor guarantee the workings of equipment such as televisions, etc. If any changes become apparent which we believe will materially affect the enjoyment of the accommodation then we will notify the party leader immediately it is brought to our attention.

The information and prices shown in our brochure/web may have changed by the time you come to book your accommodation. Whilst every effort is made to ensure the accuracy of the brochure and prices at the time of printing/production regrettably errors do occasionally occur. You must therefore ensure you check all details of your accommodation (including the price) at the time of booking.

## 17. General Conditions

Mountain Heaven does not accept pets in any of the accommodation and there is also a no smoking policy in all of the accommodation. Clients may only smoke on external balconies and terraces. Additionally skis and snowboards must be kept in the ski lockers and must not be brought into any of the apartments or left on balconies. We reserve the right to consider any guests failing to comply with these conditions as likely to cause damage and will be subject to clause 9.

## 18. Credit Cards

For those booking with credit cards we reserve the right to make an additional charge which we will inform you about at the time of booking

## 19. Use of hot tubs, saunas etc.

When using such equipment you are required to note the instructions given verbally by our staff and adults are fully responsible for ensuring that all children are not placed in any danger whatsoever. Children under 16 must be directly supervised by adults if using any such equipment and no children under 16 must use the sauna

## 20. Jurisdiction

These conditions and any contract to which they apply are governed in all respects by English Law.