

# **CONDITIONS OF BOOKING**

## **The following booking conditions form the basis of your holiday contract with Simply Morzine Ltd. They set out our respective rights and obligations and you should therefore read them carefully.**

### **1. Making your booking and payments**

To make your booking, you must complete our booking form. This must be signed by the party leader (who must be at least 18 years of age) on behalf of all persons named on the booking form, confirming your acceptance of these booking conditions. The party leader will be responsible for all payments due in respect of the arrangements purchased. The booking form must then be forwarded to us together with a payment of the deposit. If booking 10 weeks or less before departure the full payment must be made at the time of booking. In addition, it is essential you take out appropriate insurance cover at the time of booking. See Clause 3 for further information.

Once we have received your booking form and all appropriate payments, we will, subject to availability, confirm your holiday by issuing an invoice and holiday information package. Please check the invoice and information package carefully as soon as you receive it and raise any queries immediately. After we have dispatched your invoice, no further reminders will be sent. If payment is not received in full and on time, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in Clause 5 will be payable.

### **2. Your contract**

A binding contract between us comes into existence when we dispatch our invoice to you. This contract and all matters arising out of it are governed by English law. In the unlikely event of any dispute between us, we both agree that this will be dealt with by the courts of England and Wales.

When you book a holiday, our contract with you takes effect when we confirm your booking. Once the contract is made, we are responsible to you to provide the holiday you have booked and you are responsible to us to pay for it, subject to these booking conditions. All those listed on the booking form are jointly and severally parties to the contract. We will send all documents and other information to the party leader signing the booking form. The party leader accepts responsibility for making all payments to us for all members of the party and for ensuring that the other members of the party are kept fully informed.

### **3. Insurance**

**It is a condition of booking that you have adequate travel insurance for your holiday.**

When you arrange your own insurance, by signing the booking form you agree to indemnify us against any costs that we incur in connection with any event that should have been covered by your insurance. It is your responsibility to ensure the insurance cover you purchase is suitable and adequate for your particular requirements.

**Simply Morzine is an Introducer Appointed Representative of Fogg Travel Insurance Services Limited who with Insurers Union Reiseversicherung AG (URV) are authorised and regulated by the Financial Services Authority (FSA). Further information can be found on our website.**

### **4. The cost of your holiday arrangements**

We reserve the right to increase or decrease the prices of unsold arrangements at any time before your booking is confirmed. You will be given the correct current price of your chosen arrangements at the time of booking. Once your booking has been confirmed, we will guarantee not to surcharge any existing booked arrangements. Costs charged by suppliers with whom you have a separate contract, even if arranged by us, may be subject to change.

### **5. Alterations and / or cancellations by you**

Should you wish to make any changes to your arrangements after they have been confirmed, you must advise us in writing. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Any alterations made to the existing booking except additions will be deemed to be a cancellation and the charges, as set out below, shall apply. It may also be necessary to levy an administrative charge to process any alterations.

Should you or any member of your party need to cancel your chosen holiday once it has been confirmed, the party leader must immediately advise us in writing. Cancellation charges will then be payable as set out below to compensate us for the cost of making your booking and the risk that we may be unable to re-sell your cancelled arrangements. These charges are calculated from the date on which written notice of the cancellation is received by us.

<i>Number of weeks before departure</i>	<i>Percentage of your holiday cost (excluding insurance)</i>
10 or more	Deposit
10 – 6	60%
6 – 4	80%
4 or less	100%

In addition to the cancellation charge, we reserve the right to pass on any charges made by the suppliers of any services booked by us on your behalf. Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy.

### **6. Alterations and / or cancellations by us**

We reserve the right to make minor alterations to the website and holiday details before and after bookings have been confirmed. In the case of a minor or significant alteration being made we will advise you at the earliest possible date. In the event of a significant alteration, you may accept it or cancel your holiday and receive a full refund. Simply Morzine Ltd will pay no compensation.

Very rarely, it may be necessary for us to cancel a confirmed holiday. We must reserve the right to do so. If we do so you will receive a full refund of all the monies paid. We accept no legal liability and will pay no compensation.

We may be forced to curtail your holiday after the date of departure where circumstances amounting to 'force majeure' occur as described in Clause 7 below. In this very unusual situation, we regret we cannot make any refunds (except where refunds are obtained from a supplier), meet any cost or expenses you may incur as a result or pay any compensation.

### **7. Force Majeure**

We regret we cannot accept liability or pay any compensation where the performance of our contractual obligations is prevented or affected by 'force majeure'. In these booking conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

### **8. Our liability to you**

We accept responsibility for ensuring that all parts of our contract with you are properly performed subject to the following exceptions. We cannot accept liability where any failure to perform or improper performance was due to: (i) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or (ii) those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or (iii) an event which either ourselves or the supplier of the services in question could not have foreseen or forestalled even with all due care. In the event of any liability being accepted, we shall not be liable for more than the price of your holiday component booked through ourselves.

**ACTIVITIES OPERATED BY SIMPLY MORZINE:** If you undertake any Simply Morzine organised ski/snowboard hosting, activities or excursions, we cannot accept responsibility for any injuries or accidents, however caused. Simply Morzine personnel do not have professional guiding, teaching or first aid qualifications. At all times clients must use their judgement based on their own abilities, and all activities are at their own risk.

### **9. Client liability**

When you book a holiday with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be made at the time to ourselves or the third party concerned. If you fail to do so, you must indemnify us against any claims (including legal costs) made against us as a result of your actions.

When you book a holiday with us you accept responsibility for the proper conduct of yourself and your party while on holiday. If in our reasonable opinion you or any member of your party behave in such a way as to cause or to be likely to cause distress, danger or annoyance to any third party (including staff, neighbours or other clients) or damage to property, we reserve the right to terminate the holiday of the person(s) concerned without notice. In this situation, our responsibilities (including any return transport arrangements) will immediately cease and we will not be responsible for meeting any costs or expenses they may incur as a result. We will not make any refunds or pay any compensation to the individual(s) involved or to members of his/her party or associates wishing to curtail their holiday as a result.

### **10. Complaints**

In the event that you have reason to complain whilst on holiday with us, you should immediately notify your resort representative or the resort manager who will try to put the matter right and file a written report to our office. If you are not satisfied with the way your complaint has been handled, you have 7 days from the end of the holiday in which to write to us with full details. We cannot accept any liability in respect of any complaint which is not notified entirely in accordance with this clause. If you have any justified complaint which we accept, we will pay you reasonable compensation, but not more than the cost of your holiday. Our resort employees do not have authority to vary our published terms and conditions or to agree any refund.

### **11. Conditions of suppliers**

Please note that all services are provided subject to the conditions of the relevant supplier. Some of these conditions may limit or exclude the supplier's liability to you. Copies of the conditions which affect you are available upon request from the supplier in question.

### **12. Special requests**

If you have any special requests, please clearly note them on your booking form, or if after booking, on our 'final information form'. A special request will only be binding if we have confirmed in writing that it will be complied with. Therefore, unless we have agreed in writing to provide such a service or facility, failure to meet any special request will not be a breach of contract on our part.

If we undertake to pass on requests to suppliers, we cannot guarantee such requests will be met even if we have confirmed that they have been passed on.

If you have any medical problem or disability which may affect your holiday, you must advise us in writing at the time of booking giving full details. If we reasonably feel unable to properly accommodate your particular needs, we must reserve the right to decline your booking, or cancel it when we find out the full details if you fail to provide these at the time of booking.

### **13. Passport, visa and health requirements**

We cannot accept any liability if you are refused entry onto a flight or into any country due to failure on your part to carry the correct passport, visa or other documents required by any airline or authority. Requirements may change and you should check the up-to-date position with the Passport Office and your doctor in good time before departure. Before travelling you are advised to check with your own doctor for your own medical requirements.

### **14. Self catered accommodation**

For all self catered accommodation, a security deposit of £500 against damage, loss or breakages will be required, and should be sent to us approximately two weeks before your departure date. The deposit will be refunded within 1 week of the end of your holiday, providing the accommodation is left clean and without defect. The deposit must be made up by cheque or in cash. The sum reserved by this clause shall not limit your liability to Simply Morzine.

The client agrees to be a considerate tenant, to take good care of the property and to leave it in clean and tidy condition at the end of the rental period. Although a light final clean is included in our prices, we reserve the right to make a retention from the security deposit to cover additional cleaning costs if you leave the property in an unacceptable condition.

### **15. Local taxes**

The local council charges a local tax (currently about 1 euro per person per day) for all those aged 16+. This tax is included in your holiday price for all accommodation.

### **16. Accompanied skiing and snowboarding**

To comply with French regulations, ski/snowboard hosting is provided as a free service to our catered chalet and hotel clients (excluding those on short breaks) and does not form part of your holiday contract and/or holiday cost. We reserve the right to withdraw this service at any time. Should this service be withdrawn, we cannot be held responsible. All clients ski/board at their own risk. We cannot be held responsible for any accidents or injuries, however caused.

### **17. Airport transfers**

Airport transfers, particularly on Saturday our main changeover day, are based on the shared use of minibuses or coaches. Occasionally to fit in with other guests' flight times or delays, there may be a wait at the airport for up to one hour, but no more, except under exceptional circumstances. Similarly we may ask you to leave resort up to one hour earlier than necessary to fit in with other flight times.

### **18. Resort minibus service**

We offer a complimentary minibus service for catered guests. This is at our discretion and we reserve the right to withdraw this service at any time. This has been designed to help you get started with your activities early in the morning. In the winter the village offers a free bus service to and from the mountain access points. Bus stops are situated throughout the village, including close to most of our accommodation.

### **19. Resort prices**

Any prices given for activities, equipment hire, instruction, ski passes etc were as accurate as possible at the time of going to press. We cannot however accept responsibility for any variation between that time and the date of your holiday.

### **20. VAT**

All prices include the VAT element due under the Tour Operator's Margin Scheme. This is paid over by the company to HM Revenue and Customs but is non-reclaimable by the client. The invoice supplied to you will not therefore be a VAT invoice.