



29 Chemin des Granges, Morzine 74110 France

The Small Print

Winter Season

Chalet Fourmiliere Terms and Conditions

These are the terms and conditions for Fourmiliere Chalets SARL, hereafter referred to as Chalet Fourmiliere and abbreviated to 'CF'. This document, together with your booking form, comprises the Contract between Fourmiliere Chalets SARL and all person/s listed on the Booking Form. The Contract is deemed to come into effect as soon as the Booking Form has been completed by the Client, accompanied by either a non-refundable deposit or full payment.

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

Chalet Fourmiliere (CF) means Fourmiliere Chalets SARL, a company registered in France (SIRET 844 387 068 000 19) at 29 chemin des Granges, 74110 Morzine, France (referred to as *CF*, *we*, *us* and *our*).

These Terms and Conditions have been written to provide our Clients with all the relevant information required to facilitate the booking process and the Clients holiday. If you have any questions please contact us by email at hello@chaletfourmiliere.com

1. Quotation

1.1 All prices published or quoted are in Euros (EUR). All written quotations are valid for a period of fourteen days from the date of issue. Quoting errors are extremely rare but, should there be an obvious error in a quote, we will issue a new quotation and we will not be bound by the incorrect amount quoted.

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 unique nature of our services, prices may change prior to contracting.

2. Contract & Deposit

2.1 You must read these terms and conditions carefully before booking your holiday with CF. The person who makes the booking on behalf of the Client (the *Lead Name*) accepts the terms and conditions on behalf of all persons within the Client party. The Lead Name must be over 18.

2.2 When booking with CF the Lead Name guarantees that he/she has the authority to accept, and accepts on behalf of the party, the terms and conditions; confirms that the booking conditions have been brought to the attention of each member of the party; agrees to bring the booking conditions to the attention of anyone who is added or substituted at a

later date; and guarantees to pay the full costs of the holiday/s 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 CF and the Client until CF has received a 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 as 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 immediately otherwise we will assume that the details shown are correct and amendment charges may be levied where changes are subsequently found necessary.

3. Confirmation and Payment

3.1 A non-refundable deposit of 25% of the total holiday cost is required at the time of booking. A booking will not be confirmed unless the non-refundable deposit has been received on account. The balance, along with any additional agreed extras, will be invoiced ten weeks prior to your arrival date (*Balance Payment Date*). If you are booking with CF within ten weeks of your arrival date, payment in full will be required at the time of booking.

3.2 The Lead Name 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 CF by the Balance Payment Date, we reserve the right to cancel the booking, retain the deposit paid and levy cancellation charges (see clause 7 below). In these circumstances, CF reserves the right to re-sell the holiday without notice.

3.3 Failure to pay any amount due to CF upon request will constitute a breach of contract and will entitle CF to cancel your holiday. In such circumstances, the relevant cancellation charges set out in clause 7 will apply.

3.4 For all bank transfer payments the client is liable for all bank charges arising from the transfer.

4. Booking System

It is a requirement of CF that you complete the details of your booking using the form you are sent, within which you must include all requested information for all members of your party. It is a condition of accepting your booking that the booking form is completed in full.

5. Amendments to the booking by you

5.1 You may request alterations to your booking at any time prior to your departure. Please submit all requests to CF in writing and we will do our best to accommodate you. However, such requests shall not be taken to form part of the contract between you and CF until acceptance of the alteration has been confirmed in writing by CF and any difference in price has been paid by you.

5.2 It should be noted that all requests are subject to availability at all times and may also be subject to a fee, which, if applicable, will be confirmed by CF in writing. Subject to availability, CF will not charge for date changes requested for the same season where these are requested, and can be accommodated, more than ten weeks prior to departure. Where the price of the holiday on the new date is higher than the original price, the Client will need to pay the price difference before the booking alteration can be confirmed by CF.

5.3 A change of dates to a future winter season or within ten weeks of departure will be deemed a full cancellation and the cancellation charges outlined in clause 7 will apply.

6. Amendments to the booking by Chalet Fourmilere (CF)

6.1 If CF are obliged to make a significant change to your holiday, or if CF cancel your booking within ten weeks of the original departure date you may choose to either:

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

This is subject to clause 7.2.2 below.

6.2 You must notify us of your choice within seven days of our offer of alternative holiday arrangements. If you do not, we will assume your acceptance of the new holiday arrangement.

7 Cancellation of the booking

7.1 Client Cancellation:

- The Lead Name must confirm any cancellation by the Client in writing. The date on which written notification is received by CF will determine the level of cancellation charges applicable. The cancellation charges are expressed as a percentage of the total holiday cost.
- 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.
- The cancellation charges are as follows:

Days Before Departure Cancellation Charges (% of Total Cost)

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

Refunds (following deduction of the cancellation charges) will be made to the Client where the full balance has been paid, otherwise CF is entitled to recover the outstanding balance from you.

7.2 Cancellation by Chalet Fourmilere (CF)

7.2.1 In the unlikely event that CF is obliged to cancel your booking for any reason (other than in the circumstances outlined in clause 7.2.2) we will endeavour to make alternative

arrangements or offer a full and prompt refund. For the avoidance of doubt, in the case of CF cancelling a booking, CF will only be liable to refund monies already paid to CF by you.

7.2.2 CF will not be in breach of contract or liable for a refund where any failure to perform any of its obligations under these booking conditions results from events, circumstances or causes beyond its reasonable control including but not limited to acts of God, war or threat of war, riots, civil strife, terrorist activity, industrial dispute, acts of government, global pandemic, natural or nuclear disaster, adverse weather conditions, fire, closure of ports and airports or similar events.

8 The Chalet

8.1 On booking rooms or the whole chalet (the reserved space) with CF, the reserved space 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.

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

8.3 The normal recommended capacity of CF is 12 persons, typically two people per room. Prices quoted are for the normal recommended capacity. There is a secondary capacity up to a maximum of 15 persons and a surcharge will be applied of €1000 per person extra per week (€500 for a child). For short breaks additional costs will be advised.

9 Use of Hot Tubs and other facilities

9.1 Client use of the hot tub, or any other facilities is at your own risk and CF accepts no responsibility for accidents or injuries sustained while using these facilities.

9.2 No smoking, food or glass is allowed in the hot tub at any time. CF supplies plastic glasses for your use. In consideration to our neighbours use of the hot tub is not permitted between the hours of 10pm and 8am.

9.3 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.

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

9.5 Please note that hot tubs are normally out of use for at least one day per week while they are cleaned. Should any spa facility 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.

10 Security Deposit

10.1 CF reserve the right to payment of a security deposit to cover any additional costs incurred in resort or damage caused to CF property.

10.2 You will be liable for any breakages or damage to CF property, or adjacent properties, during your stay caused by any member of the Client party, your employees or 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 CF, the amount of which will be advised to you.

11 Winter sports equipment hire, snow sports lessons and guiding, lift passes, transfers, taxis, restaurants, massage therapists, childcare, babysitting etc

11.1 CF can assist in sourcing the extra services you may need while on holiday. These services are subject to the terms and conditions of the individual third party companies. While we make every effort to only recommend suppliers with a proven track record, we cannot be held responsible for the services provided. You take full responsibility for satisfying yourself in advance as to the quality of the service and the provider's ability to execute the services.

11.2 Our help in organising and/or recommending third party suppliers does not constitute an approval and we take no responsibility, or liability, for third party services. Any grievance with a third party service should be taken up with that party directly.

12 Chalet Fourmilere's (CF's) Liability to you

12.1 CF endeavours to make sure that the holiday you book with us is supplied and the services performed or provided by us are performed or provided using reasonable skill and care. If any part of your holiday is not provided as promised, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. We accept responsibility for the acts/omissions of our employees or agents, suppliers and subcontractors where they were, at the time, acting in the course of their employment or carrying out work that we had asked them to do under a contract of agency or supply with CF. In all cases (except where personal injury, death, loss and/or damage to luggage or personal possessions results) our liability is limited to the relevant holiday price of the person(s) affected. It is a condition of this acceptance of liability that you notify us of any claim in writing within 28 days of your return from your holiday.

12.2 CF will not be responsible, or pay you compensation, for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- the act/s and/or omission/s of the person/s affected;
- the act/s and/or omission/s of a third party unconnected with the provision of the services covered by these terms and conditions which were unforeseeable or unavoidable;
- unusual or unforeseeable circumstances beyond our, or our supplier/s, control, the consequences of which could not have been avoided even if all due care had been exercised;
- an event which either CF or our supplier/s could not, even with all due care, have foreseen or forestalled.

12.3 Clients must act with care at all times since the temperature and weather conditions do not always guarantee that ice and snow can instantly be removed from all areas around the chalets – we accept no liability for accidents/injuries occurring under such circumstances.

12.4 The risk of skiing holidays being adversely affected by weather conditions has to be accepted. CF shall not be liable for any loss, delay or costs connected with, or arising out of, adverse weather conditions, including blocked roads, missed flights and airline delays. If, as

a result of force majeure, you miss your return departure and extra accommodation or alternative travel arrangements are required, we will not be responsible for this cost.

12.5 Clients are responsible at all times for their own personal documents, for their baggage, belongings and ski equipment whether hired or not. CF will not be liable for any loss or damage and Clients must ensure they have adequate insurance.

12.6 We will try to meet any special requests but cannot guarantee to do so. Please note that special requests do not form part of our contractual agreement and we will have no liability if they are not met.

13 Client responsibilities

13.1 The Lead Name agrees to guarantee payment for any chargeable services requested by any member of the party, both before and during the holiday.

13.2 It is the condition of every booking that each member of your party is covered by personal holiday insurance and that the policy covers you adequately for winter sports, any holiday activities, third party risks and 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.

13.3 CF shall be entitled to recover from you the cost of any damage caused by you or a member of your party.

13.4 We would like to remind our guests that our chalet is exclusively non-smoking, both for guest comfort and in line with the French law.

13.5 It is imperative that the Lead Name advises CF before arrival of any allergies suffered by any members of the booking party in accordance with clause 14 below.

14 Food Allergies

14.1 We shall exercise 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 and confirmed in writing at least 14 days prior to the scheduled arrival date at CF.

14.2 Unfortunately no food allergy system can ever provide a 100% guarantee against contact with a specified food stuff and items such as eggs, dairy products and nuts are constantly present in our kitchen and dining areas and may be brought into our chalets by third parties, leading to contact with an allergic person.

14.3 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 anaphylactic reaction (for example where a reaction may be triggered other than by actually eating the foodstuff – such as by smell alone or by minute trace elements) 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 will have no liability to you in the event of an incident.

15 Resolving Problems

15.1 We understand how important guest happiness is and work hard to ensure that expectations are not only met but, we hope, exceeded. However, if a problem does occur during your holiday, please tell us so that it may be addressed immediately. Grievances that

are only shared after your holiday do not allow us to help you at a time where we can make a difference and as such cannot be entertained.

15.2 In the unlikely event that you are unhappy with any aspect of your holiday, you must address your complaint immediately to CF. If, for any reason, the problem cannot be resolved locally whilst you are in resort and you remain dissatisfied, you must inform CF in writing of your complaint within 28 days of return so that the complaint may be investigated fully.

15.3 No action can be taken, or liability accepted, for any complaints received outside the 28-day period.

16 Travel

16.1 Please inform CF of the flight arrangements for your party at least four weeks prior to arrival, or at the time of your booking, if this is less, if you would like our help for any transfers you might need.

16.2 CF cannot accept responsibility for flight delays, or for clients missing flights for any reason and no credit or refund will be given if you fail to take up a component of your holiday or booked transfer as a result.

17 Arrival and Departure

17.1 Your holiday with CF begins from 16:00 on your arrival day. If you are arriving prior to this, we will endeavour to accommodate you – but this is at our discretion and needs to be arranged with CF in advance in order that our staff have time to properly prepare for your arrival.

17.2 Your holiday concludes at 10:00 on your departure day. If you are planning to depart later than this, we will do our best to accommodate you – but this is at our discretion and needs to be arranged with CF in advance in order that our staff have time to properly prepare for next guests.

18 General Information

18.1 We are happy to cater for any special diets or vegetarian meals, wherever possible, although the availability of specialist ingredients and foods locally may prevent us. Please ensure any such requests are made on your booking form, or, at least 2 weeks before your arrival date.

18.2 We cannot guarantee continuous and uninterrupted internet connection or electrical supply in CF. Drops in supply are often due to weather / mountain conditions outside of our control.

18.3 If you require a travel cot and/or highchair please request these a minimum of two weeks in advance of your stay. Failure to do this may mean we are unable to accommodate your request on your arrival.

18.4 CF staff have two days off every week, this means for two days during a seven day stay we will book you into one of many excellent local restaurants for supper (at your expense) and breakfast at CF will be continental on these days. This will be pro rata for short stays. Slope drop off and collections will still be provided, except for your arrival and departure days.

18.5 Tourist Tax / Taxe de Sejour is a per person tourist tax levied by French local government. This cost will be added to your invoice.

19 What is included and what is not included?

19.1 Included

- Chalet accommodation.
- British TV channels, Netflix, a selection of DVDs and some satellite channels.
- WiFi internet access.
- Ski room and/or storage.
- Breakfast, including a daily cooked option (available between 08:00 and 09:30) on 5 mornings. Continental breakfast is available on the 2 other mornings.
- Afternoon tea available between 16:30 and 17:30 on 5 afternoons.
- Canapés, followed by a four-course evening meal to include entrée, main course, dessert and cheese, accompanied by a selection of wine and followed by tea or coffee (5 evenings). French night with Fondue can be served on one of these nights if desired. High tea for younger guests is available on 5 evenings.
- All house spirits, beer, wine, mixers, soft drinks, tea and coffee (this is subject to a fair use policy). All soft drinks are freely available at any time. Alcoholic beverages are served from 4pm until the end of dinner service. Any alcoholic drinks outside of this fair use allowance can be made available at extra cost.
- Housekeeping of rooms typically takes place between 09:30 and 16:00 each day. The housekeeping team will work on a daily rota and it is not possible to set a specific time that housekeeping will take place. As such, if on arrival of the housekeeping team, they are unable to service a room as it is occupied, and cannot be vacated, then we may not be able to service your room on that day.
- An in-resort driver service is provided from 08:00 to 10:00 and from 16:00 to 19:00.

19.2 Not Included:

- Travel or transfers to the resort
- Ski lift passes
- Ski and snowboard equipment hire
- Ski school, guides or lessons
- Childcare / babysitting
- Massage therapy
- Lunch in or out of the chalet, on any day

- Evening meals on the chalet staff days off
- Extra activities such as snow shoeing, husky rides, para-gliding, helicopter experiences etc

19.3 Although the items in 19.2 are not included, our concierge service will happily assist you with organising any of the above, either before, or during, your stay.

19.4 Service Charges, Tips and Gratuities

We do not add a service charge to your invoice; however, gratuities are always greatly appreciated by our staff. Should you wish to leave a tip please be aware that 100% of the tips you leave are distributed evenly amongst the staff and are a token of your appreciation for them - no percentage is withheld by CF for any purpose.

20 Lessons & Equipment

20.1 Payments for winter sports equipment, lessons and other additional services are payable locally, direct to suppliers. Suppliers cannot refund in case of bad weather, or, any other factors outside of their control. Supplier's conditions apply.

20.2 Please note that during peak dates, such as Christmas, New Year, half term and Easter, ski schools and ski hire shops become very busy. We therefore strongly advise that you book your lessons, and any equipment hire, well in advance for these dates.

21 Insurance

We strongly recommend that you take out insurance as soon as you book your holiday. It is a condition of your contract with CF that you, and all of your party, have suitable Winter Sports Insurance, from a reputable provider, which must, as a minimum, include the following:

- Emergency Medical Expenses to include, but not exclusive to: mountain rescue, ambulance transfer, medical costs and repatriation.
- Cancellation or Curtailment of your trip.
- Personal Liability to include: damage caused by negligence by you or any of your party to any CF property. This may not include a clause which restricts actions being taken against a travelling companion other than family.
- Travel and transfer delays to include: additional costs incurred in the event of a delay beyond your, or our, control
- The policy must include the activities you are likely to do and in particular off-piste skiing with, or without, a guide (please note it is very possible to ski off-piste inadvertently).

In the event that you fail to obtain suitable Winter Sports Insurance we shall not be liable for any costs incurred or claims made against us due to your failure to comply.

22 Brochure & Website Accuracy

22.1 All reasonable care has been taken to ensure that the descriptions, facts or opinions on our website, and / 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 resort, and certain facilities available within the resort, we cannot guarantee accuracy at all times, or that any particular activity will take place, as these services and / or activities are not under our control.

22.3 Facilities such as lifts, shuttle bus services, ice rinks and swimming pools may not be operational. 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 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 warrant that all such information is complete, accurate 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 CF 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 CF, 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 CF.

23.2 Package Travel Regulations and Linked Arrangements Regulations do not apply to the services provided by CF. We are an accommodation supplier only.

24 Data Protection and Privacy

CF is committed to protecting your personal data and to respecting your privacy. We use your personal information only in order to provide you with information and services concerning your holiday at CF. Your personal data will not be used for any other purpose and will not be shared with any third party outside of the suppliers and service providers connected with your holiday at CF.

After your holiday we would like to stay in touch with you so you can continue to receive information from CF. If you would prefer that we did not contact you in the future please let us know.

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: Fourmilere Chalets sarl, 29 chemin des Granges, 74110 Morzine, France.

I have read and accept the terms and conditions detailed above on behalf of all my party:

Signed:

Print Name:

Date: