

CONDITIONS OF BOOKING

The following booking conditions form the basis of your holiday contract with Host Savoie Ltd. They set out our respective rights and obligations and you should therefore read them carefully. No contract exists between Host Savoie Ltd and you until deposits are received and successfully processed and an email confirmation has been issued. At this point a binding contract exists between us and all matters arising 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. Host Savoie Ltd is registered in England and Wales at Glanrhyd, Penegoes, Machynlleth, Powys, SY208NN, United Kingdom. The company was incorporated on 22nd May 2005 as Private Limited Company 5459524.

1. GENERAL CONDITIONS

All holidays sold by Host Savoie Ltd are on a catered basis unless otherwise stated on your invoice. The cost of the holiday does not include lift passes, ski hire, ski lessons, insurance or lunch, unless specifically stated as part of a promotional price. Your rooms will be available by 4pm on your arrival date and must be vacated by 10am on your departure date. We will, however, do our best to accommodate your wishes in terms of providing facilities for baggage storage and showering on the day of departure.

2. HOLIDAY PRICES

We reserve the right to increase or decrease the prices published on the internet or in brochures at any time. We do however guarantee that once we have confirmed your booking the price is fixed unless you wish to amend the booking.

3. DEPOSITS AND CONFIRMATION

Bookings can only be made by a party leader over the age of 18 and in signing the booking form he/she confirms that they have the authority to act on behalf of the group. A signature (including digital signature) on our booking form signifies an acceptance of these terms and conditions by all group members. Having made a provisional booking via e-mail or telephone we will issue a booking form and a copy of these booking conditions. The accommodation will be held for 7 days, within which time we must receive the signed form with a deposit of 100 British pounds for each member of the party. **Please note that this deposit is non-refundable.** If the holiday is booked less than 10 weeks from the arrival date, then the full cost of the holiday is required when booking. In the case of self-catering groups the deposit payment shall be 25% of the total. Please read all correspondence carefully as it is your responsibility to inform us as soon as possible of any discrepancies.

4. BALANCE PAYMENTS

For both catered and self-catered holidays all outstanding balances are to be paid at least 10 weeks prior to your arrival and an invoice will be issued by us at least 14 days in advance of the payment date. For bookings within the 10 week period an invoice will be issued for the full amount at the time of booking. The last date for payment will be shown on your invoice. If the balance remains unpaid after the quoted date, we reserve the right to cancel your booking and levy the cancellation charges as shown in section 5 below.

5. CANCELLATION / AMMENDMENTS BY YOU

If you wish to change your booking we will do our best to accommodate you, but we cannot guarantee we will be able to do so. If you or a member of your party is unable to come on holiday then it may be possible for you to transfer the booking to another person as long as you give us advance notice and that the booking remains exactly the same. If you decide to cancel your holiday, the party leader must let us know immediately in writing. The date of cancellation will be deemed to be the date on which we receive the cancellation letter. 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 arrangement.

<i>Number of weeks before arrival</i>	<i>Cancellation Charge</i>
10 or more	Deposit only
10 - 7	60%
7 - 4	80%
4 or less	100%

6. CANCELLATION / AMMENDMENTS BY US

In exceptional circumstances 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 occasionally have to make minor amendments to our advertised holidays and reserve the right to do so. If we have to significantly change your holiday as booked we will let you know as soon as possible. We will make every effort to provide you with a similar holiday, however if this change does not suit you, we will refund all amounts you have paid to us. No compensation will be paid.

7. FORCE MAJEURE

Very rarely, we may be forced to curtail your holiday after the date of departure where circumstances amounting to 'force majeure' occur. 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. In this very unusual situation, we regret we cannot make any refunds, meet any cost or expenses you may incur as a result, or pay any compensation.

8. INSURANCE

We hold insurance for the contents of our chalets as well as for public liability and employer's liability. It is a condition of booking that all guests must have adequate personal travel insurance for their holiday, to include winter sports cover when appropriate.

9. OUR LIABILITY TO YOU

We accept responsibility for ensuring that all parts of our contract with you are properly performed except 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. We specifically do not accept liability for (a) financial loss or damage to your property unless directly caused by the negligence of our company, (b) flights missed in the event of unforeseen circumstances such as adverse weather or traffic congestion, (c) any temporary defect or stoppage in the supply of public services to the holiday property, (d) loss, damage or injury caused by matters beyond our control. Our liability to you or any member of your group will under no circumstances exceed the total amount paid for the individual holiday.

10. YOUR LIABILITY

Whilst on holiday with us, we require that you behave in a manner that does not threaten the condition of the chalet or disturb the enjoyment of the other guests. We reserve the right to recover from our customers the cost of breakages, damage to accommodation etc caused with or without intent by that customer. Full payment for any such damage or loss must be made at the time to ourselves or any 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. If your behaviour or that of any member of your party seriously impairs the enjoyment of the other guests, or behave in a manner that damages the reputation of Host Savoie Ltd, we reserve the right to refuse to further accommodate any guilty party. In this situation, our contractual 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 wishing to curtail their holiday as a result.

11. COMPLAINTS

In the event that you have a complaint then this should be reported to the directors of Host Savoie Ltd immediately and we will endeavour to resolve the problem at once. Our staff in resort are not authorised to promise any refund with respect to a client's complaint. If you are not satisfied with the way your complaint has been handled, you have 28 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.

12. SELF-CATERED ACCOMMODATION

For all self-catered accommodation a security deposit against loss or breakages will be required. This will take the form of a credit/debit card number on arrival and we reserve the right to deduct sums up to £300 to cover any such losses or breakages. In such an event we will inform you in writing within 7 days of the end of your holiday. After this period we will destroy your card details and any further damages will be sought through legal channels. The sum reserved by this clause does not limit your liability to us. The client agrees to be a considerate tenant, to take good care of the property and to leave it in clean and tidy condition. Although a light final clean is included in our prices, we reserve the right to take additional payments from the aforementioned card to cover extra cleaning costs if you leave the property in an unacceptable condition. In this case we will employ a contract cleaner and provide you with a copy of their invoice for your records.

13. AIRPORT TRANSFERS

Transfers are not included in our holiday prices. As and when we offer complimentary transfers we may ask you to wait up to an hour at the airport or leave resort up to an hour early in order to fit in with the flight times of other guests on the shared transfer. All transport companies that we recommend are fully insured and licensed to carry fare-paying passengers in France and Switzerland. However, we accept no liability for their actions and any disputes must be resolved directly with them.

14. RESORT TRANSPORT

Unless specifically stated our holidays are sold without provision of transport in resort. The public bus service is free of charge and guests are requested to make use of this service or their own vehicles. We may in exceptional circumstances offer to help with transport in resort but do so on an ad-hoc voluntary basis and at no extra charge. Our vehicles are licensed in the UK and as such they hold valid MOT certificates. We are fully comprehensively insured to carry our guests and all drivers will hold current driving licences.

15. ACCOMPANIED SKIING

The accompanied skiing service is provided as a free service to our guests in order to comply with local French regulations. We reserve the right to restrict the size of any group or withdraw the service at any time. Host Savoie Ltd personnel are not qualified as ski guides and cannot be held responsible for any accidents or injury however caused. At all times you must use your judgement based on your own abilities and you will be skiing at your own risk.

16. TAXES

The price of your holiday includes local tourist taxes that are levied on a 'per adult, per night' basis. Catered holiday prices also include an element of Value Added Tax, for which we are registered in France due to place of supply rules. Our TVA number in France is FR60 507 833 234. Our VAT liability is calculated at the end of the financial year on a flat-rate scheme and it is therefore not possible to show VAT totals on individual invoices.