

# TERMS AND CONDITIONS

## BOOKING

A contract will come into existence between Mountain Air Holidays (MAH) and you when we receive a signed booking form which should be accompanied by your deposit. In these Booking Conditions 'You' means the first named person on the booking form (who must be at least 18). 'We' means Mountain Air Holidays. By signing and returning this form you are accepting these conditions on behalf of your party members.

## PAYMENT

When you submit a completed and signed booking form, it should be accompanied by the appropriate deposit: 15% per person, and the balance paid no later than 8 weeks before date of arrival. If the booking is made within 8 weeks of arrival the full cost of the holiday is required. 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 below. You must check your confirmation invoice 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 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.

## CANCELLATION

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 apply from the date we receive written notification by post and are as follows:

More than 8 weeks before arrival	Loss of deposit
6 - 8 weeks before arrival	30%
4 - 6 weeks before arrival	50%
2 - 4 weeks before arrival	80%
less than 2 weeks before arrival	100%

Cancellation charges are calculated as a percentage of the total holiday cost excluding supplements and amendments charges.

## ALTERATIONS

If you wish to make any changes to your confirmed holiday we will endeavour to assist, although we cannot guarantee that we will be able to meet any particular request. Where we can meet a request an amendment fee of £25 per person will be payable. If you wish to make changes within 6 weeks of your intended arrival we may view this as a cancellation and our cancellation charges will apply.

## COMPLAINTS

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 us in the resort in order to give us a fair opportunity to investigate the matter. We will naturally do our 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.

## CANCELLATION OR CHANGES BY US

In the unlikely event that we have to make changes to or cancel your holiday we will try to notify you as soon as possible (except in the case of 'Force Majeure' as defined below and providing you have given us a telephone number by which you can be contacted during and out of working hours). If we have to cancel or make a significant change to your holiday you can choose to accept the change or take a full refund of monies paid to us. A significant change is one we make to your holiday arrangements before departure that involves changing your accommodation. All other changes will be treated as minor changes.

## FORCE MAJEURE

We regret we cannot accept liability where the performance or prompt performance of our contractual obligations is prevented or affected by reason of circumstances amounting to 'Force Majeure'. Such events may include (by way of example and not by way of limitation) war or threat of war riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, fire, adverse weather conditions and all similar events.

## LIABILITIES

MAH does not accept liability for the actions or omissions of those involved in the accommodation arrangements over whom MAH has no direct control and/or who are not employed by MAH either as MAH's servants or agents including, but not limited to, persons providing services namely airlines, bus companies, train companies, ferry operators, mountain guides, ski lift companies, ski schools, taxi operators, the owners or operators of any vehicle, aircraft or equipment or any of their proprietors or employees.

## SPECIAL REQUESTS AND MEDICAL PROBLEMS

If you, or any member of your party, have 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 of any special requests in writing at the time of booking. Whilst we will endeavour to meet 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.

## BREAKAGE AND DAMAGE

You are responsible for any breakage, loss or damage caused during your stay in your accommodation and it is your responsibility to make full payment to us before departure from the resort.

## LOCAL SAFETY STANDARDS AND SUPPLIERS CONDITIONS

Please note it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule these requirements and standards will not be the same as the UK and may be lower. Suppliers provide services which make up your holiday in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you usually in accordance with applicable international conventions.

## SURCHARGES

We reserve the right to increase or decrease our brochure prices and correct errors at 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 arrangements is subject to surcharge in the event of our costs increasing due to 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.

## PASSPORTS AND VISAS

It is your responsibility to ensure that you have all the necessary travel documents. 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.

## HOLIDAY INSURANCE

For your safety, it is a condition of our accepting your booking that you arrange an insurance policy which provides adequate cover and must include 24 hour telephone and repatriation cover. 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.

## BEHAVIOUR

We reserve the right to terminate the holiday arrangements of any client who commits a criminal offence or, in our opinion, 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, and that we do not allow smoking at the Chalet.

## FINANCE SECURITY

Your deposit and balance of the holiday cost are held in a client account until the start date of your holiday. This means your money will be refunded if your holiday does not take place for reason of our insolvency.