

## TERMS AND CONDITIONS

### of Ski Adventures SAS, trading under the name yourmountain.life

The following Conditions together with the information contained on the yourmountain.life (or affiliated) web site(s) form the basis of your contract with yourmountain.life. Yourmountain.life is the trade name of Ski Adventures SAS, a business registered in France with SIRET 879 971 059 00016. In all cases, all communication, including these Terms and Conditions, a referral to yourmountain.life is assumed to be a referral to the legal entity Ski Adventures SAS and all contracts are assumed to be legally bound to Ski Adventures SAS. Please read them carefully as they set out our respective rights and obligations.

### Covid-19 policy yourmountain.life

Season 21/22 (10 Dec 2021 - 30 April 2022)

If, on the day before arrival, any of the circumstances outlined below apply to your booked dates, and this results in your booking being canceled, then you will be entitled to either a 100% refund of your accommodation payments or a 100% credit note depending on the applicable circumstances.

Valid circumstances covered by these Covid-19 cancellation terms are limited to:

- official closure of the property due to Covid-19 restrictions - a 100% refund \*) applies in this case;
- official closure of all ski lifts in the Paradiski Area due to Covid-19 restrictions - a 100% credit note applies in this case;
- travel restrictions being imposed by the French government that make it impossible for you to enter France in any way - a 100% credit note applies in this case;
- A mandatory quarantine \*\*) being imposed by the French government upon arrival - a 100% credit note applies in this case;
- travel restrictions being imposed by the government of your country of departure that make it impossible for you to travel to France in any way - 100% credit note applies in this case

All other reasons will not be considered a valid reason to utilize the Covid-19 cancellation terms, and the standard cancellation terms will apply. These other reasons include, but are not limited to:

- an unwillingness to travel;
- an unwillingness to adhere to all possible guidelines and/or engage in all possible available measures, including vaccination, to prevent any of the circumstances as mentioned above to come into effect;
- the inability to obtain a valid pass/certificate that gives access to certain aspects of French society and/or allows travel into France;
- an inability to travel due to medical reasons (including any related to Covid-19);
- individual or household stay-at-home orders;

These Covid-19 cancellation terms are valid up to the day before arrival. After this date there will be no refund or credit note should Covid-19 have an impact upon your booking.

Where a credit note is issued this will be valid for 12 months and can be used against a future booking in the property. The arrival date of the future booking must be within 15 months from your original arrival date.

\*) Refunds will be calculated to be the total of the Euro amounts as stated on the invoice(s) paid, minus any applicable transaction costs.

\*\*) Please note that quarantine is defined as the obligation, imposed by the authorities, to stay in complete isolation for a minimum of 7 consecutive days. Shorter periods, such as when self-isolating while waiting for a test result are not considered to be quarantine.

## Season 22/23 (1 May 2022 - 30 April 2023)

If, on the day before arrival, any of the circumstances outlined below apply to your booked dates, and this results in your booking being canceled, then you will be entitled to either a 100% refund of your accommodation payments or a 100% credit note depending on the applicable circumstances.

Valid circumstances covered by these Covid-19 cancellation terms are limited to:

- official closure of the property due to Covid-19 restrictions - a 100% refund \*) applies in this case;
- official closure of all ski lifts in the Paradiski Area due to Covid-19 restrictions - a 100% credit note applies in this case;
- travel restrictions being imposed by the French government that make it impossible for you to enter France in any way - a 100% credit note applies in this case;

All other reasons will not be considered a valid reason to utilize the Covid-19 cancellation terms, and the standard cancellation terms will apply. These other reasons include, but are not limited to:

- an unwillingness to travel;
- an unwillingness to adhere to all possible guidelines and/or engage in all possible available measures, including vaccination, to prevent any of the circumstances as mentioned above to come into effect;
- the inability to obtain a valid pass/certificate that gives access to certain aspects of French society and/or allows travel into France;
- an inability to travel due to medical reasons (including any related to Covid-19);
- individual or household stay-at-home orders;

These Covid-19 cancellation terms are valid up to the day before arrival. After this date there will be no refund or credit note should Covid-19 have an impact upon your booking.

Where a credit note is issued this will be valid for 12 months and can be used against a future booking in the property. The arrival date of the future booking must be within 15 months from your original arrival date.

\*) Refunds will be calculated to be the total of the Euro amounts as stated on the invoice(s) paid, minus any applicable transaction costs.

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## 1. Making a booking

Bookings must be made in writing or by email and are confirmed (subject to availability) on receipt of the deposit payment (see clause 2 below). Upon receipt of the deposit payment and subsequent confirmation, the booking is then deemed to be final, without further confirmation or signatures required. The initiator of the booking, the party leader, is hereafter referred to as the "client" or "you" and is responsible, on behalf of all members of the party named on the booking form, for all matters relating to the booking. A binding contract between **yourmountain.life** and the client only comes into existence when the deposit payment has been received. The deposit invoice contains a summary of the booking. Please check this summary carefully as soon as you receive it. Contact us immediately if any information which appears on the summary or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within 10 days of our sending it. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. This contract and

all matters arising out of it are governed by French law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday will be dealt by the French Courts of law.

## **2. Payments and Pricing**

In order to confirm your chosen holiday, a deposit 30% of the total (or full payment if booking within 10 weeks of departure) must be paid at the time of booking. If the deposit payment has not been received within 7 days of the invoice being sent, the booking is deemed to have been cancelled. The person named on the booking form is responsible for all payments due to **yourmountain.life** for the reservation. All transactions of payments must be made by one bank transfer. Credit/debit card payments are accepted, and are subject to a 2,5% processing charge. Deposits may be made by bank transfer or card payments. **Full payment of the balance invoice is due at least 10 weeks prior to the commencement of the holiday.** If payment is not received by this date, **yourmountain.life** reserves the right to treat the booking as canceled by you and to levy the appropriate cancellation charges as set out in clause 5 below. Our prices are correct at the time of publication on the web site. In the event of adverse currency conditions or unforeseen increases in costs from our suppliers which result in an increase in cost greater than 2% of the holiday price, excluding amendment charges, we reserve the right to apply a surcharge to reflect the increase. In the event of an increase higher than 10% of the holiday price being necessary, you will be entitled to cancel your holiday without charge and will receive a full refund of all monies paid.

## **3. Discounts**

Where a group discount is offered, the group must make their reservation in one booking, booked by one person who will take responsibility for the group. The group must also be prepared to share rooms where necessary to maximise the capacity of the chalet. Where child prices are offered, they may apply only in family rooms – child occupancy of other rooms will incur the full published price unless otherwise agreed in writing.

## **4. Insurance**

You must be adequately insured for winter and/or mountain sports and all other relevant activities during your stay and must provide us with evidence of insurance if requested.

## **5. Cancellation and Changes by the Client**

If you cancel all or part of your booking after it has been confirmed by **yourmountain.life**, we must be notified in writing by the person who made the booking. Cancellation charges will be applied at the date of receipt of the cancellation by us. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges. Amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

Cancellation charges:

**More than 10 weeks before departure: Loss of deposit**

**6-10 weeks of departure date: 50% of total costs**

**2-6 weeks of departure date: 75% of total costs**

**2 weeks or less of departure date: 100% of total costs**

Should you wish to make any alterations to your confirmed booking, you must notify **yourmountain.life** as soon as possible in writing. We will do our utmost to accommodate your request but this may not always be possible. Where it is possible, **yourmountain.life** may charge you an amendment fee of € 50 per person plus any costs incurred by **yourmountain.life**

or charges or costs incurred or imposed by our suppliers. If the alteration is within 10 weeks of departure, we reserve the right to treat it as a cancellation, in which case the cancellation charges set out above will apply.

## **6. Client Responsibility and Behaviour**

Any loss or damage caused by the client or members of his/her party to property belonging to **yourmountain.life**, its agents, suppliers or staff, must be paid for in full. Clients are responsible at all times for the safety of their personal baggage, documents and all ski equipment including rental equipment. **yourmountain.life** reserves the right, at our discretion, to terminate without notice and liability the holiday of any person whose behaviour is such that it is likely to disrupt the enjoyment of others on holiday or cause damage to property or any third party, or indulge in any illegal activity or behaviour, including the possession or use of illegal drugs (such instances will be immediately reported to the local police) or gambling. Smoking (including 'electronic cigarettes') is not permitted in or around any of our properties (including balconies and terraces). Full cancellation charges apply and we will be under no obligation whatsoever for repatriation or any costs incurred by the client. Please note that chalet kitchens are not available for guests' use at anytime, for operational, safety and insurance reasons.

## **7. Force Majeure**

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 9(1) below) as a result of "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, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

## **8. Cancellation and Changes by yourmountain.life**

Due to circumstances beyond our control, it may occasionally be necessary for **yourmountain.life** to make alterations to a confirmed booking or to cancel a booking completely. Whilst we make every effort to ensure this does not happen, sometimes it is unavoidable and we will ensure the party leader is informed as soon as possible. In most cases these changes are minor and do not significantly affect the service provided but in the case of a significant change **yourmountain.life** will provide:

- a) alternative arrangements, if available; or
- b) cancellation of the booking and a full refund of all monies paid

## **9. Company Liability**

(1) We promise to make sure that the holiday we have agreed to provide as part of our contract with you is performed or provided with reasonable skill and care. We will accept responsibility if any death, personal injury failure or deficiency of your holiday arrangements is caused by any fault of ours, or our agents or suppliers. When we talk about "fault" above, this means failure by ourselves or our agents or suppliers (as applicable) to use reasonable skill and care in performing or providing the service in question. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim.

We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- (a) the fault of the person(s) affected or any member(s) of their party or
- (b) the fault of a third party not connected with the provision of your holiday which we could not

have predicted or avoided or

(c) an event or circumstance which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care (see clause 8)

(d) the fault of anyone who is not carrying out work for us (generally or in particular) at the time.

In addition, we will not be responsible where you do not enjoy your holiday or suffer any problems because of a reason you did not tell us about when you booked your holiday or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or, where we were responsible for them, our suppliers or agents or where any losses, expenses, costs or other sum you have suffered relate to any business. Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your chalet or any other supplier agrees to provide for you where the services or facilities are not advertised in advance and we have not agreed to arrange them.

(2) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

(3) We limit the maximum amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is €50 per person affected as you are assumed to have taken out adequate insurance at the time of booking.

(4) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 10 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

## **10. Complaints and Problems**

In the unlikely event of any problem occurring during your holiday, a complaint must be made immediately to the chalet manager. If the problem is not satisfactorily resolved, it should be confirmed in writing to yourmountain.life french address (or by email) within 14 days following completion of the holiday. Claims can only be considered when this procedure has been followed.

If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration to an arbitrator or arbitration service mutually chosen by

yourmountain.life and the client. French law shall apply.

### **11. Web Site / Brochure Accuracy**

Please note, the information and prices shown on the yourmountain.life web site ([www.yourmountain.life](http://www.yourmountain.life)) are binding, and may be changed at any time. Brochures produced by yourmountain.life may not therefore always be accurate and you are advised to check the web site or contact yourmountain.life for confirmation of prices before making a booking. Whilst every effort is made to ensure the accuracy of the web site, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

### **12. Passports, visas and health requirements**

British or European citizens will require a full passport or valid travel document. Requirements may change and you must check the up to date position in good time before departure. Information on health is contained on the Department of

Health website: <http://www.dh.gov.uk/PolicyAndGuidance/HealthAdviceForTravellers/fs/en> EU citizens should obtain an European Health Entitlement Card (EHIC) prior to departure. It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure – including ensuring their validity extends beyond the end date of your holiday. All costs incurred in obtaining such documentation must be paid by you. 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. We advise that if you or any member of your party is not a British citizen or holds a non EU passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

### **13. General Conditions**

**yourmountain.life** does not accept pets in any of the accommodation unless otherwise agreed in writing. For fire safety reasons, there is a no smoking policy in all of our catered chalets, including on external balconies and terraces. We reserve the right to consider any guest failing to comply with this policy as “likely to cause damage to property” as defined in Clause 6.

Airport transfers are governed by a separate set of Terms and Conditions, available on request.

**December 2021**