

## MOUNTAIN EXPOSURE STANDARD TERMS AND CONDITIONS

### 1. BOOKING A HOLIDAY

1 A holiday booking is made between MX Mountain Exposure AG ('MX') trading under the name of "Mountain Exposure" and the signatory of your booking form who must be over 18 years of age ('you'). All correspondence to MX is to be addressed to: MX Mountain Exposure AG, 4 Staldenstrasse W.150, Zermatt 3920, Switzerland.

1.2 The contract between you and MX which is constituted by the signed Chalet Booking Form is in all circumstances subject to these standard terms and conditions which are deemed to be incorporated into the terms of the Chalet Booking Form, unless expressly agreed by you and MX in writing.

### 2. AMENDMENTS BY YOU

2.2 Amendments relating to the services which MX is to provide must be confirmed in writing, signed by you or any authorised member of your group. Such amendments will come into effect on the day they are received by MX. You agree to indemnify MX for any reasonable expenses incurred in making an amendment whether or not MX succeeds in confirming your request.

2.3 MX cannot accept any change of dates once your booking is confirmed. If you arrive and take occupancy of the property during the booking period for a shorter period than that specified this will not reduce the Booking Price or entitle you to any discount.

### 3. CANCELLATION BY YOU

3.1 Any cancellation will come into effect on the day on which written or email notice (the "Cancellation Notice") is received by Mountain Exposure ("MX"). Following any cancellation you will remain liable to MX for the Cancellation Amount (as defined below by reference to the date on which the Cancellation Notice is received by MX). To the extent that you have paid a deposit or the full balance, you will be refunded the lesser of (i) the amount paid by you to MX and (ii) the full booking cost after deducting the Cancellation Amount (as defined below), with the proviso that MX will use its reasonable endeavours to find a replacement booking and if MX succeeds in doing so then you will be refunded in full less a GBP 300 cancellation fee.

3.2 For the above purposes, the cancellation amount (the "Cancellation Amounts") shall be the amount specified below:

(a) Cancellation Notice received by MX on a date falling more than 10 weeks before arrival: 25% of the full booking cost;

(b) Cancellation Notice received by MX between the date falling 10 weeks and the date falling 8 weeks before arrival: 50% of the full booking cost;

(c) Cancellation Notice received by MX between the date falling 8 weeks and the date falling 6 weeks before arrival: 70% of the full booking cost;

(d) Cancellation Notice received by MX between the date falling less than 6 weeks before arrival: 100% of the full booking cost.

3.3 Depending on the reason for your cancellation, you may be able to reclaim these charges under the terms of your insurance policy.

3.4 Please note that any additional services that may have been booked by MX at your request (such as ski schools, ski guides, transfers and other arrangements) are not covered by these

conditions and are subject to cancellation terms of the individual service supplier. You hereby agree to indemnify MX of any cost or expenses incurred by it in relation to the cancellation of any such services on your behalf, whether or not such services are cancelled in conjunction with your MX chalet booking or independently of such booking.

3.5 We cannot be held responsible for weather and snow conditions, consequently, any cancellation made by you for lack of snow will be subject to our standard refund conditions set out above

### 4. AMENDMENTS BY MX

4.1 We reserve the right to advise you of changes to your booking (other than date changes) both before and after you make a reservation. An amendment made prior to departure which is deemed to be significant by MX acting reasonably (for example a change in accommodation) gives you the right to cancel the holiday if you choose to do so. Should you cancel in such circumstances you will receive a full refund (excluding any additional services).

4.2 MX will not be liable for any expenses, costs or losses incurred by you as a result of any change. MX shall not be liable for any refund should MX be forced to cancel or change your holiday due to circumstances amounting to force majeure. Such circumstances shall include, but are not limited to, war or threat of war, riot, civil strife, terrorism, industrial disruption, natural disasters, fire, technical problems, adverse weather, governmental action and similar events beyond our control.

### 5. CANCELLATION BY MX

5.1 In all cases, MX reserves the right to cancel your holiday for the dates you have reserved for reasons outside of its control. This is extremely unlikely, but should this event occur you will be fully refunded.

5.2 If you fail to pay the balance of the booking price or other costs before the due dates, we reserve the right to cancel your reservation (unless we agree otherwise in writing) which shall be treated as a cancellation by you.

### 6. YOUR RESPONSIBILITIES

6.1 As part of this contract you hereby agree to guarantee payment for any chargeable services requested by any member of your group both before and during your holiday.

6.2 You undertake to treat the property with care and respect. MX will be entitled to recover the cost of any damage caused or additional cleaning caused by any member of your group. Behaviour deemed unacceptable by MX will result in the termination of your holiday and you shall have no right to any refund, compensation or costs or expenses incurred as a result of such termination.

6.3 It is your responsibility to provide written details of any allergies suffered by any member of your group. We will not be liable in the event of any allergic reaction should this information not be provided.

### 8. HEALTH, PASSPORTS AND VISAS

8.1 It is your responsibility to ensure that documents are in proper order before travel. MX accepts no liability for any loss or inconvenience caused as a result of your failure to take reasonable care in this respect.

8.2 EU Nationals are advised to hold a full passport valid for the duration of the holiday and for at least six months after

require their own passports. Neither vaccinations nor visas are currently required to enter either France or Switzerland. However, pregnant mothers are advised to obtain clearance to fly both from their doctor and airline if their pregnancy will exceed 28 weeks on the date of their return travel.

8.3 Non-EU Nationals travelling to Switzerland (Geneva and Zurich flights): Please contact your local Swiss Consulate, the Swiss visa service in London (Telephone +44 (0)9068 331 313) or the Swiss Embassy website: [www.swissembassy.org.uk](http://www.swissembassy.org.uk).

## **9. TRANSPORT**

9.1 Unless we have agreed otherwise, it is your responsibility to make your group's travel arrangements to the resort where the property is located. Please inform MX of your own flight arrangements at least two weeks prior to departure, and confirm your expected arrival time in resort prior to your arrival date so that MX can arrange for you to be met on arrival.

9.2 MX cannot accept responsibility for guests missing flights for any reason or mislaying or destroying travel documents. As noted above, no credit or refund will be given if you fail to take up a component of your holiday as a result or if your arrival is delayed.

## **10. COMPLAINTS**

10.1 If You are ever unhappy with any aspect of your holiday, you must address your complaint immediately to the MX resort manager. In the unlikely event that your problem cannot be resolved locally, you must inform MX in writing or by email of your complaint within 30 days of your return so that any rights to compensation can be examined.

10.2 If your dispute cannot be settled amicably, it may (if you wish) be referred to arbitration under an inexpensive scheme devised and administered by the Chartered Institute of Arbitrators. Full details are available on request. It does not apply to claims which are solely or mainly in respect of physical injury or exceed £1,500 per person or £7,500 per booking.

## **11. END OF WEEK PAYMENTS**

Upon request, MX or its suppliers will make purchases on your behalf both before and during your holiday or provide you with additional goods and services. To enable us to do so, credit card details will be requested as a guarantee prior to your arrival in the resort. Please note that any such purchases must be settled in full at the end of your holiday.

the journey home. Please note that all children including infants

## **12. SECURITY AND DAMAGE DEPOSIT**

12.1 Your credit card details will be required by way of security deposit upon your arrival in resort. Your card will not be charged unless MX suffers any loss or expense in providing the services you require and such loss or expense has not been paid for by you on departure, or unless we receive an instruction from you to charge your credit card for the payment of services requested by you.

## **13. SKIING WITH MX**

13.1 It is the responsibility of you and your group to judge the suitability of each area in which you ski. In the event that you or any member of your group ski in a location on the recommendation of or accompanied by any representative of MX then MX will not be liable for any injuries howsoever caused.

13.2 It is requested that all members of the group partaking in winter sports have suitable cover with their insurance policy.

## **14. HOUSE RULES**

14.1 Unless otherwise agreed by MX in writing, all MX properties are non-smoking properties and do not allow pets.

Should you be in breach of these rules MX will be entitled to charge for any necessary additional cleaning or replacement costs.

14.2 You hereby agree to respect and abide by any house rules that may be brought to your attention including those described in the information pack that will be provided to you on arrival.

## **15. GENERAL**

Headings within these booking conditions are for reference purposes only and all images are intended to give a general impression only. These standard terms and conditions and the terms set out in the Chalet Booking Form together constitute a contract and the entire agreement between you and MX and shall be subject to and governed by English law. To the best of our knowledge all details on our website site were accurate on 1 March 2008.

**These Mountain Exposure standard terms and conditions shall apply to all MX bookings unless otherwise expressly agreed for in writing with MX.**