

## Terms and Conditions

**Booking and Payment:** Mountain Guides Ltd shall include where appropriate its associates and employees. The Client means the person who makes the reservation and must be a minimum of 18 years old. By making such a booking the Client shall be deemed to have accepted the terms of these booking conditions.

**Deposits and bookings:** No contract shall exist between Mountain Guides Ltd and the Client until a 25% deposit has been paid and a confirmation email has been sent from Mountain Guides Ltd.

**Final balance:** The final balance is to be paid no later than 8 weeks prior to the start of the course the Client has booked for and if a booking is made within this 8 weeks then full payment is required. If payment is not received by the due date then Mountain Guides Ltd reserves the right to cancel the reservation without further notice, retaining deposits and the right to levy cancellation charges.

**Payment:** must be made by UK bank transfer or UK cheque

**Cancellation:** If you wish to cancel your course, cancellation will only take effect when written or email notification by the Client is received by Mountain Guides Ltd. The following cancellation fees will become immediately payable to Mountain Guides Ltd.

Notification of cancellation given: cancellation fee

Up to 8 weeks prior to course start: deposit (25%)

Less than 8 weeks: 100%

We strongly recommend all Clients to arrange suitable travel insurance to cover losses.

**Holiday Insurance:** It is mandatory that whilst on a Mountain Guides Ltd course the Client has personal insurance to fully cover themselves for personal accident, rescue and third party risks. Mountain Guides Ltd will also not be held responsible for your luggage and personal effects whilst on a Mountain Guides Ltd course.

**Cancellation or amendment by Mountain Guides Ltd:** We reserve the right to cancel any course if there are insufficient bookings for that course or we have irresolvable staffing issues e.g. illness or injury. In the unlikely event that Mountain Guides Ltd has to alter or cancel your holiday the Client shall be offered:

- a) an option to transfer to another course. If the price of the new course is more than the original one the Client will be requested to pay the difference. If the price of the new course is less than the original one the Client will receive a full refund of the difference,
- b) an option to pay a supplement for the course to run the course,
- c) a full refund,

unless the cancellation or alteration is due to forces beyond the control of Mountain Guides Ltd such as fire, floods, natural disaster, political unrest, riots, strikes, war or any other circumstances amounting to Force Majeure.

**Surcharges:** Mountain Guides Ltd shall endeavour not to surcharge your holiday cost, but if surcharging is necessary we will attempt to keep any increase to a minimum and will advise the Client of the adjustments at the earliest opportunity.

**Equipment:** The Client will be responsible for the loss or damage to equipment loaned or hired to the Client. The cost of repair or replacement of the equipment will be charged to the Client.

**Safety:** Mountain Guides Ltd will make every effort to safe guard the Client's safety in the Mountains however the Client must be aware that when undertaking activities in the mountains there is an element of risk. Mountain Guides Ltd has the right to cancel or curtail the participation of any Client that they believe is potentially placing themselves or other members of the group at risk.

**Client Participation:** Mountain Guides Ltd also has the right cancel or curtail the participation of a Client that is acting in an inappropriate behaviour that is disruptive to others in the group.

**Weather:** Mountain Guides Ltd cannot be held responsible for the snow and weather conditions prevailing at the time of your course. In adverse weather conditions Mountain Guides Ltd will make every effort to ensure that your course will be tailored to provide a suitable alternative programme.

**Accommodation:** Where Mountain Guides Ltd undertakes to book accommodation on behalf of the Client there will be an Agent either in or nearby to Chamonix who can be easily contacted. The Agent is available to sort out aspects of the accommodation while the Client is in occupancy. Whilst every effort is made to ensure that the accommodation is in acceptable order and with adequate equipment, Mountain Guides Ltd will not accept responsibility for deficiencies beyond its control.

**Client Liability:** It is the Clients' responsibility to ensure that the accommodation/ apartment/ chalet is left in a clean condition, with replacement of all breakages, if this is not possible, the breakage should be reported to the Agent and paid for. The client must adhere to all chalet exit regulations by signing a document on arrival. A returnable damage deposit of 500E is authorized at the time of full payment or on arrival from your credit card and will be returned within 2

weeks of departure, less any costs incurred for cleaning and damages not reported or paid for. Mountain Guides Ltd shall be entitled to recover from the Client costs for damages or losses caused by the Client or a third party. If the Client fails to do so, the Client must indemnify Mountain Guides Ltd against any claims (including legal costs) subsequently made against Mountain Guides Ltd or its agents as a result of the Client's actions. Mountain Guides Ltd and its Agents reserve the right to terminate the holiday of any Client whose behaviour or that of any of the Client's party is considered to be unacceptable.

If there are any problems about the condition of the accommodation/ apartment/ chalet and any inventory discrepancy, the Client should contact the Agent directly on a number which will be supplied at the time of booking. The Client is unable to request a change of apartment during their holiday. Mountain Guides Ltd disclaim any liability for disputes between the Client and the local Agent. Mountain Guides Ltd disclaim any liability for negligence of use by the Client of items associated to the accommodation/ apartment/ chalet.

Third Parties: Mountain Guides Ltd does not accept liability for any act or default or omission on the part of the suppliers of any service that Mountain Guides Ltd offers and over whom Mountain Guides Ltd has no direct control or has information link to on this website. All company links and information on this site is the sole responsibility of that company or their site. Mountain Guides Ltd disclaims any responsibility or liability for any issues relating to these companies. The Client will be bound by the operating conditions of the suppliers of the other services that make up the holiday. In no event shall the liability of Mountain Guides Ltd to the Client exceed the price paid for the relevant holiday or arrangement.

Complaints: Any complaints should be addressed to Mountain Guides Ltd at the time of the course or within one month of the end of the course.

Disputes: Any contract between the Client and Mountain Guides Ltd shall be governed in all respects by English Law. Only English Courts shall have jurisdiction in relation to any claim or dispute arising out of or connected with any such contract.

Information Accuracy: Every effort has been made to ensure that the information supplied by Mountain Guides Ltd is accurate to the best of our knowledge at the time of writing.