



**TOTAL MOUNTAIN**  
MOUNTAIN HOLIDAYS

# TERMS AND CONDITIONS

The terms and conditions of this document together with your booking form comprise the agreement between Total Mountain Ltd. (hereafter known as Total Mountain) and all those supplied by the group leader. The contract is deemed to have been made as soon as the deposit payment is received by Total Mountain or its booking partners.

These are the booking conditions of Total Mountain Ltd.

## **Booking**

1. The group leader (who must be over 18 years of age) must complete the booking form on behalf of all other members of the group and in doing so confirms everyone's acceptance of these booking conditions and for all matters relating to the booking. He/she will be personally liable for all monies outstanding from the remainder of the guests.
2. Your holiday booking is confirmed when the deposit of 25% of holiday cost is received. Until this point Total Mountain reserves the right to offer the holiday period to others. An invoice for the balance will then be sent to the group leader. The total amount outstanding on your holiday must be paid within 8 weeks of departure. For bookings made within this period the full cost of the holiday will be payable at the time of booking.
3. The prices quoted are for accommodation, linen and cleaning only.
4. If at any time prior to the start of the holiday, there is a change of group leader, Total Mountain must be notified by the original group leader and a booking confirmation forwarded in the name of the new group leader forwarded.

## **Payment**

1. Acceptable payment methods to Total Mountain are Bank Transfer and payments are taken in pounds sterling. Deposits, only, can be paid by Paypal.

2. Total Mountain will not be responsible for charges imposed on you, by your bank or credit card issuer. This also includes payment discrepancies caused by variations in exchange rates used by your bank/credit card issuer.

3. If the final balance is not received 8 weeks prior to the day the holiday commences Total Mountain reserve the right to cancel the booking and any deposits paid will be forfeited. In the event of late payment of your final balance, charges or loss of revenue incurred on our behalf will be added to your balance.

### **Cancellation by you**

1. You, or any member of your party, may cancel your holiday at any time providing that the group leader makes the cancellation in writing/email. Total Mountain takes no responsibility for non-delivery or non-receipt of such written cancellation. Non-receipt of balance of holiday cost by us will not be taken as notice of cancellation.

2. Your deposit will be retained for administration costs. Cancellation charges will be levied as follows:

- 8 weeks before commencement of holiday: 50% of total holiday cost

- 4 weeks before commencement of holiday: 75% of total holiday cost

- less than 14 days weeks before commencement of holiday: 100% of total holiday cost

3. Total Mountain will refund in full for the following 3 reasons:

- Closure of borders due to COVID19

- Lockdown imposed in either France or home country of lead guest due to COVID19

- Government advice not to travel to France from the UK (or home country of lead guest)

These are the only instances in which a cancellation by you will result in a full refund of you holiday.

### **Alteration or Cancellation by us**

1. We reserve the right to make minor amendments to brochure, website and holiday details before and after bookings have been confirmed. In the case of a change being made we will advise you at the earliest possible time.

2. Due to circumstances beyond Total Mountain's control it may be necessary to make major alterations to a confirmed booking or to cancel the booking completely. In this instance Total Mountain will endeavour to make alternative arrangements for accommodation (of the same or

superior quality) if available, or offer a full refund of any monies paid, within seven days of the cancellation being confirmed. We accept no legal liability and no compensation will be paid.

3. If we are forced to cancel or curtail your holiday due to events amounting to Force Majeure or if the client defaults in the payment of the final balance, we cannot make any refunds, accept any liability or pay any compensation. (Force Majeure meaning war, political unrest, weather, strikes, acts of God, epidemics, riots, civil strife, industrial disputes, terrorist activity, natural or technical disasters, and nuclear war).

### **Your Holiday**

1. The property is available from 5 pm on the day of arrival. If you are arriving earlier let us know and we will do our best to accommodate the group by storing luggage but this cannot be guaranteed.

2. On departure day, rooms must be vacated by 9 am. If you would like a later departure time this must be requested in writing and we will try to accommodate, but this may not always be possible.

3. Total Mountain may provide the group with recommendations for airport transfer providers. However, Total Mountain does not control these arrangements which are made between the group and the chosen transfer provider subject to their terms and conditions.

4. Ensure when booking departing transfers you allow suitable time to reach you flight adhering to advice by transfer providers. Total Mountain accepts no responsibility for late arrival, missed departures or other circumstances beyond our control.

5. Total Mountain works closely with a company called Total Chalet Services who will be pleased to assist in sourcing many of the extra services you may need when on holiday, these services are subject to the terms and conditions of Total Chalet Services only. It is up to the group leader to satisfy themselves that these third party services (including childcare services) meet your requirements. Any problems are to be taken up directly with the party concerned.

7. It is up to the group leader to ensure that each member of the party is responsible for the safety of all their own personal possessions, documents and equipment. No responsibility or liability is or will be accepted in respect of such items.

### **Your liability**

1. The group leader accepts total responsibility for any damage or loss caused by any member of your party, to the accommodation or Total Mountain property. Full payment for any such damage or loss must be immediately made to us or the third party concerned, and the payment responsibility

lies with the group leader, irrespective of who caused the damage. This is to be paid to Total Mountain, by the payment method supplied at time of booking, before the group's departure. If you fail to do so, you must indemnify Total Mountain against any claims (including legal costs) made against us as a result of your actions.

2. Total Mountain reserves the right to take a damage/security deposit from the group on arrival at the chalet if deemed necessary. Failure to agree to this will cancel any contract of accommodation with the group and Total Mountain.

3. We expect all clients to have consideration for other people. If in our reasonable opinion any member of your party behave in such a way as to cause or to be likely to cause, distress, danger or annoyance to any third party (including other clients, staff and local residents), excessive noise inside or within the property grounds, or a negative impact on the reputation of Total Mountain, we reserve the right to terminate the holiday of the person concerned without notice. Our responsibilities towards that person 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 involved or to members of his/her party or associates wishing to curtail their holiday as a result.

4. Any client not properly securing the exits after leaving the property will be liable for any property stolen as a result of that negligence.

5. There is strictly no smoking inside Total Mountain properties. If there is evidence of smoking inside the chalet, deep cleaning will be charged as appropriate to remove odours etc. Clients smoking outside are requested to use ashtrays.

7. While we will try and make our properties as child-friendly as possible, they have not been child-proofed. It is parent's responsibility to ensure that their children are supervised at all times. It is the parent's responsibility to check all cots, child seats and high chairs before use.

### **Passports/Visas and Insurance**

1. It is a condition of booking that all members of the group have adequate medical and travel insurance including cover for all activities partaken.

2. It is highly advisable for all group members to also have up-to-date European Health Passports.

3. Many winter flights are through Geneva Airport, which is in Switzerland and outside the EU. All group members should ensure that they have the necessary passports/visas etc that may be requested by all airlines and border controls.

## **Our Liability to You**

1. Total Mountain accepts responsibility for ensuring that all parts of our contract with you are properly performed subject to the following exceptions.

2. Total Mountain cannot accept liability where any failure to perform 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.

3. Total Mountain does not accept any liability however arising, or pay compensation for:

a) Any cancellation, loss, delay or costs arising or connected with adverse weather or traffic conditions, avalanche, mud slips, slides and snow conditions and the effect any of these may have on travel arrangements, accommodation and activities.

b) Limitations imposed by resort authorities, ski-lifts, ski school or ski hire operators.

c) Travel arrangements made by the group or on behalf of the group.

d) Any personal injury or death wheresoever or howsoever arising caused to any visitor and/or any member of the group for their duration of stay. This is not intended to exclude any statutory rights the group and/or visitor may have. This agreement and any proceedings there under are to be governed by English Jurisdiction.

4. While we will endeavour to ensure the security of guest's personal possessions, Total Mountain cannot accept responsibility for any theft or loss of personal possessions from the chalet or our vehicles.

## **Ski Orientation and Route Suggestions**

1. Total Mountain do not offer a ski/snowboard guiding/orientation service, to show you around the marked pistes, lifts and links around the Portes du Soleil area. We do not hold ski guide qualifications and do not have the necessary insurance for guiding. Under no circumstances will our staff offer guiding. We can offer route suggestions, restaurant choices and advice but this taken at your own risk.

2. Any suggestions of paths, tracks and pistes are based on previous experiences, and we cannot account for changes in the conditions and dangers. Any persons taking up a suggestion does so at their own risk.

### **Special requests**

1. If any group member has a special request, please clearly note it on the booking form or if after booking, make it in writing. A special request will only be binding if we have confirmed in writing that it will be complied with.

2. If we undertake to pass on requests to suppliers or other service providers (e.g. ski schools) we cannot guarantee such requests will be met even if we have confirmed that they have been passed on.

3. If we reasonably feel unable to properly accommodate a group member's particular needs, we reserve the right to decline the booking, or cancel it, when we find out the full details, if you fail to provide these details to Total Mountain at the time of booking.

### **Complaints**

1. All descriptions on the Total Mountain website are given in good faith and are believed to be correct. This is in relation to all aspects including activity pricing and information.

2. Despite best endeavours things occasionally do not go as intended. The sooner you let us know you have a problem or complaint, the sooner we can address it. If the complaint is not resolved whilst on holiday, or you are not satisfied at the way in which it was handled, you have 28 days from the end of the holiday in which to write to us with full details.

3. For the avoidance of doubt in the event of any conflict of terms, the provisions of these Terms and Conditions prevail.