

BOOKING CONDITIONS AND INFORMATION

For the hire of accommodation and provision of services as arranged through Mountain Base.

1. Definitions and Interpretation

The following Booking Conditions together with the general information contained on our websites form the basis of the contract with the **Client** (the person who completes the booking form as party leader and including all persons on whose behalf the holiday is booked) and the directors of SARL Mountain-Base.com (**MB.com**) of 74 Place Edmond Desailloud, 74400 Chamonix Mont-Blanc. It is the Client's responsibility to read the Booking Conditions before making a reservation.

2. How to Book

To make a booking the Client must complete the online Booking Form or telephone full details to MB.com. No contract shall exist between the Client and MB.com until the online Booking Form is completed together with a 25% deposit of the total holiday price or full payment if the booking is made within 10 weeks of the booking date. Credit Card payments will incur a surcharge of 0.807%. Any charges levied by MB.com's bank for foreign transfers or cheque payments are at the Client's cost.

3. Terms of Payment

In order to confirm the booking a deposit of 25% of the total holiday price for the Property (or full payment if the booking is made within 10 weeks of arrival) must be paid at the time of booking. The balance is payable 8 weeks before arrival. The Client will be liable to fulfil payment for all those persons in whose name the booking was made. If payment is not received by the due date MB.com reserves the right to cancel the arrangements without further notice to the Client and levy the appropriate cancellation charges as detailed below. The Client must have adequate travel insurance in place at this time to cover the deposit in case of cancellation.

4. Access to the property

The Client will not be granted access to the Property until 16h00 on the date of arrival and must leave by 10h00 on the date of departure unless agreed otherwise by prior arrangement. Specific attention is drawn to these times to allow proper cleaning and preparation of the accommodation. Penalty charges may be made for late departure. Access after 19h30 will incur a €20 surcharge and €50 after 23h30. The Client undertakes to complete the Security Deposit Form before access can be granted. MB.com reserves the right to deny access to the property or make penalty charges should the Client's party be greater than the maximum capacity of the Property as stated on the website, unless through prior arrangement.

5. Alteration or Cancellation by the Client

Should the Client wish to make any changes to the confirmed holiday, the Client must notify MB.com as soon as possible in writing or by email. Where an alteration can be accommodated, an amendment fee of €50 may be payable together with any costs incurred by MB.com. No Booking can be interchanged with another MB property, due to different ownerships. A cancellation must be made in writing or by email to MB.com by the party leader which will be effective when it is received by MB.com. The following cancellation charges will apply (percentage of total price of holiday):

| | |
|----------------------------------|-------------|
| More than 56 days before arrival | 25% deposit |
| 29 to 56 days | 50% |
| 15 to 28 days | 75% |
| 0 to 14 days | 100% |

6. Alteration or Cancellation by MB.com

It is highly unlikely that MB.com will have to alter or cancel the confirmed booking but we must reserve the right to do so. If MB.com have to make a significant change the Client will be offered compensation or a full refund unless the alteration or cancellation is as a result of "Force Majeure". 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.

7. Accuracy of Information

MB.com does its best to ensure that the information on our websites, or given by letter or by word of mouth, is correct and it is always given in good faith and in the belief that it is true. Regrettably, errors do occur and descriptions are subjective. The Client should therefore check with MB.com in advance regarding any feature that is of particular importance to the holiday.

8. Disruption and Nuisance by a 3rd party or failure of equipment

MB.com does its best to ensure that there is no disruption to the enjoyment of the Client's holiday but cannot be held responsible for noise, odour or nuisance caused by a 3rd party. MB.com will not be held responsible for the failure of equipment such as Wifi internet, Satellite TV and other electrical equipment but will use all reasonable endeavours to correct the problem where it is within MB.com's control.

9. Damage and Nuisance by the Client

MB.com reserve the right to recover from the Client the cost of repairs or replacements of any damage or loss caused. MB.com also reserves the right to terminate the holiday of any Client whose behaviour is considered detrimental to MB.com, its clients or any third party and no further contractual obligations will apply. MB.com also reserves the right to cancel any booking where the information provided by the Client is deemed inaccurate.

If the Client fails to bring to the attention of MB.com any damage found at the Property within 24 hours of arrival, it will be assumed that the Client was responsible for that damage.

10. Smoking

Smoking is not allowed in the Property and MB.com reserve the right to penalise the Client if evidence of smoking in the Property is found.

11. Security and Use of the Property

Security in the Property will be taken seriously by MB.com. Particular attention should be paid by the Client to locking the Property at all times. French insurance does not cover theft from a Property without forced entry and the Client will be liable for any loss suffered in this respect. All personal items including baggage and equipment are at all times and circumstances at the Client's risk and MB.com cannot take responsibility for any loss or damage to such items. Any advice and help given by MB.com, shall be accepted at the Client's risk. The Client undertakes to use the Property at his own risk.

12. Children and Pets

The Client accepts responsibility for the behaviour and welfare of any children in the Client's party. Every effort is made to ensure safety in the Property, but any Client taking children on holiday does so at their own risk. Pets are not accepted in any of our properties unless through prior agreement.

13. Travel Insurance

MB.com require that all clients have adequate travel insurance for the purposes of their stay. No insurances are provided by MB.com for the Client.

14. Limitation of Liability

In the event that MB.com are found liable on any basis whatsoever our maximum liability to the Client is the cost of the booking in question. Any contract between the Client and MB.com will be governed in all respects by French law.