

### BOOKING CONDITIONS AND INFORMATION

Valid from: 8th November 2023

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 booking is made) and the directors of SARL Mountain-Base.com (**MB.com**) of 108 Avenue d l'Aiguille du Midi, 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 10% deposit of the total accommodation value (50% deposit for Season Lets), or full payment if the booking is made within 6 weeks of the arrival date.

#### 3. Terms of Payment

In order to confirm the booking a deposit of 10% of the total accommodation value for the Property (or full payment if the booking is made within 6 weeks of arrival) must be paid at the time of booking. The balance is payable 4 weeks prior to arrival (by day of arrival for Season Lets). 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. Tourist Taxes

It is a legal requirement that Clients will be charged Taxe de Séjour (tourist tax) in addition to the property price for their selected dates. The rates applied will be those that are applicable on the Client's arrival date. Properties classified by the local town hall: Taxe de Sejour is a specified amount per night per adult (18 years and above). Non-classified properties: Taxe de Sejour is calculated at 5% of the per person nightly rate up to a total value specified by the Mairie and is charged to each adult per night for the duration of their stay.

#### 5. 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 20h00 must be organised by prior arrangement and may be subject to a late check in fee. 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.

#### 6. Security Deposit

The Client undertakes to provide a Security Deposit before access can be granted to the Property via MB.com's partner Swikly. The amount will be secured against a credit card for an identified (non-refundable) fee. Please note the advantage of using Swikly is: You do not have to pay the full security deposit. The amount will not be blocked on your bank card, nor will your limit be restricted. Security deposits will be cancelled within 7 days of check-out if no damage or loss is found on the Client's departure. For Season Lets, guests must pay the full amount by credit card or bank transfer.

#### 7. Alteration or Cancellation by the Client

Should the Client wish to make any changes to the confirmed booking, 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 will be payable together with any costs incurred by MB.com. No Booking can be interchanged with another MB property, due to different ownerships. It is not possible for the Client to reduce the value of the booking within 8 weeks of the arrival date. Alteration of the duration of Season Lets is not possible. 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 accommodation value):

More than 56 days before arrival	No charge
31 to 56 days	10%
15 to 30 days	50%
0 to 14 days	100%

#### Pandemic Policy on these charges

If the Client cancels 31-56 days before arrival for the reasons below: No charge - the 10% deposit is refundable

- Travel not permitted from the Clients country of origin to France
- Travel not permitted from France to the Client's country of origin
- France has closed its borders
- There is a lockdown in Chamonix

If the Client cancels 0-30 days before arrival for the reasons below, MB.com will charge 25% of the total accommodation value

- Travel not permitted from the Clients country of origin to France
- Travel not permitted from France to the Client's country of origin
- France has closed its borders
- There is a lockdown in Chamonix

### Season Lets

For Season Lets the following cancellation charges will apply (percentage of total accommodation value):

More than 91 days before arrival	No charge
0 to 90 days	50%

### Pandemic Policy on these charges for Season Lets

If the Client is unable to reach the property for the following reasons: No charge - the 50% deposit is refundable

- Travel not permitted from the Clients country of origin to France
- Travel not permitted from France to the Client's country of origin
- France has closed its borders
- There is a lockdown in Chamonix

For all other cancellation reasons, our normal booking conditions (see above) would apply.

### 8. Alteration or Cancellation by MB.com

It is highly unlikely that MB.com will have to alter or cancel the confirmed booking but MB.com 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.

### 9. 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 booking.

### 10. Disruption and Nuisance by a 3<sup>rd</sup> party or failure of equipment

MB.com will endeavour to ensure that there is no disruption to the Client's stay but cannot be held responsible for noise, odour or nuisance caused by a 3<sup>rd</sup> 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.

### 11. 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 booking 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.

### 12. 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.

### 13. 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 secure and lock 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. The Client remains responsible for the security of the property until MB.com visits the property on the day of departure.

#### **14. 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 staying with children does so at their own risk. Pets are not accepted in any of our properties unless through prior agreement.

#### **15. 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.

#### **16. 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.