

**SARL HIMALAYA  
BOOKING AGREEMENT  
("BA")**

<b>CLIENT NAME</b>	
<b>CHALET NAME</b>	
<b>RESORT NAME</b>	
<b>DATE</b>	
<b>PRICE</b>	

<b>THIS BOOKING PRICE INCLUDES</b>	<b>WE CAN ALSO ARRANGE ON YOUR BEHALF (not included in the booking price)</b>
7 days accommodation for	Resort Transfers by taxi or helicopter
Dedicated service from the chalet staff, including 24 hours access to resident staff on overnight call duty	Special Family and Corporate Events
Daily Hot and Cold Breakfast (optional Room Service 'Breakfast in Bed')	Ski Equipment Rental, In-chalet Fitting (optional) and Ski Passes
Daily Afternoon High Tea	Ski Lessons and Guiding
Champagne and Canapés followed by 4 Course Dinner 5 nights out of 7	A La Carte Wine and Champagne
Carefully selected House Wines	In-chalet Childcare
Open Bar for House Selection of Spirits and Cocktails	In-chalet Massage and Beauty Therapy
Hot Beverages and a range of Soft Drinks	Extensive In-resort Activities
In resort Chauffeured Vehicle for use between 8am and 1am of the following day	Meals from 24 Hour Menu
Daily Housekeeping and Turn Down Service, and a mid-week full linen change	Restaurant Reservations

Please note the chalet check in time is 4pm and check out is 11am
All our chalets are non-smoking
A chalet booking guarantees exclusive privacy for all facilities and suites in the named chalet
Rates and government tax are subject to change without notice
Rates are in £ and include current government tax and are based on single or double occupancy

In order to accept the terms of this BA and to confirm that you have read and understood our booking conditions below, please sign and date below and return this agreement to us with payment or proof of transfer of funds. PLEASE NOTE: (i) Until we receive payment, a signed and completed BA will be treated as a provisional reservation; (ii) By making payment, you are deemed to have accepted the terms of this BA including our booking conditions; **(iii) The dates in this BA are not guaranteed and may no longer be available if payment is not received within 5 working days of issuance of the BA;** (iv) You agree to abide by our Health Protocols and will also provide a credit card as guarantee of payment for extras, expenses and any damages which your party may incur.

CLIENT SIGNATURE:	DATE:
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## TERMS AND CONDITIONS

### 1. Booking a holiday

a) A holiday booking is made between SARL Himalaya ('SH') and the named individual on preceding BA who must be over 18 years of age ('you'). All correspondence to SH is to be addressed to: SH c/o Joseph Claus, Sales Manager at [sales@toitdumonde.co.uk](mailto:sales@toitdumonde.co.uk)

b) The contract between you and SH is in all circumstances to be governed by these terms and conditions and as well those contained in the BA. In case of conflict or doubt, the terms and conditions hereunder shall prevail.

c) Your booking is confirmed only upon SH's receipt of the Booking Deposit being 20% of the full booking price and is always subject to these terms and conditions. Please note that 80% of the full booking price being the balance due will be payable no later than 30 working days before the start of your holiday.

### 2. Amendments

a) Amendments must be confirmed in writing, signed by you or any authorised member of your group. They will come into effect on the day they are received by SH. You agree to indemnify SH for any reasonable expenses incurred in making an amendment whether or not SH accepts your request.

b) **Subject to availability, and to any applicable increase in price**, a single change to alternative dates within the same winter season if confirmed more than 30 days prior to arrival will be accepted by SH without charge. A change made 30 days or less will be considered a full cancellation. Any change of dates to a future winter season will also be deemed a full cancellation. For a change to be effective within the terms of this clause, you must confirm your acceptance of the revised date and pay the full balance due (including any increase in price) no later than 30 days prior to arrival or earlier if your revised booking is for arrival in less than 30 days. In case of the latter, your revised booking is not effective until full payment is received within 24 hours of your confirmation or else the one-time revised booking (and the original booking) will be deemed to be cancelled. Any initial deposit already paid will be valid for use against the revised booking. For the avoidance of doubt, please note that SH does not guarantee availability of any alternative dates whether or not at the same price of the original booking. Price difference will only apply upwards which means that you will not be given any credit if your revised booking is for dates which are priced lower than your original booking. If there is no availability of alternative dates requested, you are bound to pay the balance of your original booking 30 days before the arrival date and failing payment, your deposit will be forfeited and your booking cancelled.

Please see clause 4 below.

c) In the unlikely event of a change of circumstances, SH reserve the right to advise you of a change to your holiday both before and after you make a reservation. An amendment made prior to

departure which amendment is deemed to be significant at SH's sole discretion gives you the right to cancel the holiday if you choose. Should you cancel in such circumstances you will receive a full refund (excluding insurance premiums).

d) Once your holiday has started, SH will pay you a pro-rata refund for any part of your holiday which cannot be taken, due to an amendment made as aforesaid.

e) Please note that SH will not be responsible for expenses, costs or losses incurred by you as a result of any change or cancellation or be liable for any refund should SH 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, public health mass issues whether classified or not to be of epidemic or pandemic proportions, fire, technical problems, adverse weather, governmental action and similar events beyond our control.

### **3. Cancellation**

a) In all cases, SH reserve the right to cancel your holiday for the dates you have reserved. This is extremely unlikely, but should this event occur you will be fully refunded and compensated as set out above.

b) If you fail to pay the full booking price or other costs before the due dates, SH reserves the right to cancel your reservation with no refund to you in which case your reservation will automatically expire and SH is entitled to release the same dates for a new sale. The full booking price is due 30 days before the start date of your holiday.

c) All payments made by you are otherwise non-refundable and we recommend that you obtain travel insurance for protection against your inability to undertake the holiday booked under this agreement.

d) Notwithstanding the provisions of (c) above, SH guarantees exceptionally that new bookings made for Winter Season 2022/2023, will be entitled to a full refund in the event that a resurgence of coronavirus results in the closing of borders due to either

- (1) the French government imposing prior to your arrival a national lockdown or a specific lockdown in Val d'Isere or a quarantine on visitors from your country of origin;
- or
- (2) the government of your country of origin imposing prior to your arrival a national lockdown or a quarantine on returnees from France for any or all of the dates of your booking.

Please note that this guarantee for a full refund is limited to either (1) or (2) affecting solely the party leader named in this booking. In the event the holiday as booked is cut short by either (1) or (2) occurring after arrival at the chalet, then the refund will be limited to a pro-rated sum, calculated on the actual number of days used by any or all members of the group. SH reserves the right to provide any pro-rated refund in the form of a discount voucher of equivalent value for your use in a future booking for the same or next ensuing season.

#### **4. Cancellation by you**

a) If you choose to cancel your booking, you must do so in writing, addressed to SH. Any cancellation will come into effect the day written notice is received by SH and will be refunded as shown below:

- More than 90 days before arrival in chalet, 50% of your Booking Deposit in Clause 1 (c) will be retained by SH.
- 89-30 days before arrival in chalet, 100% of your Booking Deposit will be retained by SH
- 29 days or less, 100% of the booking price will be retained by SH

b) It is your responsibility to verify before travel the Health protocols which will apply to the dates of your holiday. Any deliberate breach by any member of your party of these Health Protocols will entitle us to cancel all or the remainder of your stay as booked without any compensation or refund whatsoever. In these circumstances, you will be responsible for damages arising from the breach and you may be refused entry and/or required at your own cost to vacate and depart the premises immediately. Said breach shall include Failure or Refusal by any member of your party to demonstrate with satisfactory evidence compliance with testing, vaccination or any other applicable health and hygiene measures introduced by French or local authorities; or your country of origin.

#### **5. Your responsibilities**

a) As part of this contract you hereby agree to guarantee full compensation for any damage or losses caused to SH or the chalet or any property therein during your holiday and also payment for any chargeable services requested by any member of your group either before, during or after your holiday.

b) It is a condition that you and your party obtain suitable holiday insurance (to include cover appropriate to Winter sports insurance), from a reputable provider, which must at least include the following:

- Medical Expenses including, amongst other costs, emergency fees for mountain rescue, ambulance, hospital charges, and as well repatriation arising from health or injury issues;
- Cancellation of your trip or Curtailment (cutting short your trip)\*\*\*;

- Personal Liability to include, amongst other liabilities, damage caused by your negligence to the property in which you are staying and may not include a clause which restricts actions being taken against a travelling companion other than family;
- Travel and transfer delays which must include amongst other costs, additional costs incurred in the event of a delay beyond your or our control.

Please note that the policy must include the activities you are likely to do and in particular off piste skiing with or without a guide (it is possible to ski off piste inadvertently).

**In the event that you fail to obtain suitable Insurance we shall not be liable for any costs incurred or claims made against us due to your failure to comply with this term.**

***\*\*\* In case of Cancellation or Curtailment of your holiday due to illness or injury, please note that Clause 3(d) refunds are not applicable to illness of any member of your party due to contraction of Covid-19 or the exhibiting of Covid-19 symptoms whether or not such illness prohibits or limits travel, requires isolation, alternative or prolonged accommodation, medical treatment or hospitalisation. In light of coronavirus disruptions at end of 2019/2020, it is further recommended that you verify your insurance cover includes cancellation or curtailment due to exceptional circumstances including force majeure events to include outbreak of any form of pandemic. This recommendation is without prejudice to SH's 'exceptional guarantee' to refund in the specific circumstances cited in Clause 3 (d) above.***

c) Please treat the chalet and all SH property with care and respect. We will be entitled to recover the cost of any damage caused by any member of your group before departure from the chalet. Please ensure that your insurance policy covers accidental damage to the chalet and its contents. Behaviour deemed unacceptable by SH will result in the termination of your holiday and you shall have no right to a refund for your holiday or any expenses incurred as a result of the termination.

d) Please note that smoking is not allowed inside the chalet except in the Cigar Room.

e) It is your responsibility to provide written details of any allergies suffered by any member of your group.

f) All children under the age of 18 years old are the responsibility of their parents or authorized adult. No member of the SH team is trained or qualified in childcare. Should you require a nanny SH can arrange this through a third party supplier on request.

***Please note children under age 16 cannot be left in chalet without adult supervision.***

g) Please note that the chalet kitchens and other specified sectors of the chalet are classified as technical areas and you will not be permitted access to such areas, or to rooms marked as 'private' which are strictly for staff's operational use and occupation.

## **6. SH responsibilities**

a) SH accept responsibility for ensuring that the holiday which you book with SH is supplied as described by SH. SH accept liability for any loss you may suffer if your holiday is not as described and, subject to clause 9, will pay you appropriate compensation if the loss has been proven to have significantly impacted on the enjoyment of your holiday.

b) SH will not accept responsibility for any loss, death, injury or illness caused by the authorized or unauthorized acts and/or omissions of SH 's employees, whilst acting within the scope of their employment in the provision of your holiday, where the failure to perform or the improper performance was due to:

- 1) Your own acts or omissions.
- 2) Acts or omissions of a third party not involved with the provision of your holiday.
- 3) Circumstances which were unforeseeable or unavoidable even when exercising all due care.

c) All liability shall in any case be limited in accordance with international conventions concerning transportation and accommodation.

d) In the event of death, illness or personal injury whilst on holiday during any activity that does not form part of your holiday arrangements as booked with SH, SH will, in their sole discretion, offer assistance in helping you resolve any claim you make against a third party. SH must be informed in writing within 90 days of your misadventure. Should you receive damages or other payments in respect of your misadventure, you hereby agree to indemnify SH for all costs incurred under this clause.

## **7. Price guarantee**

a) Once your holiday has been booked its price will be fixed, in spite of any currency fluctuations. However, we reserve the right to amend our tariffs at any time before you make your reservation and you will be notified if any such amendment has been made.

## **8. Health, passports and visas**

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

## 9. Transport

a) It is your responsibility to make your group's travel arrangements to an airport from where SH can arrange a resort transfer for you at a price to be agreed with you. Please inform SH of your own flight arrangements at least four weeks prior to departure, requesting any transfers.

b) SH cannot accept responsibility for guests missing flights for any reason or mislaying or destroying travel documents, and no credit or refund will be given if you fail to take up a component of your holiday as a result.

c) SH are not responsible for any flight delays but wherever possible will endeavour to provide any previously booked resort transfers.

## 10. Any problems

a) If you are ever unhappy with any aspect of your holiday or the property, you must address your complaint immediately to both the chalet manager and the local service provider. Complaints will not be considered if raised after you have completed your stay and left the property.

## 11. Extra Charges (not included in booking price and subject to change at any time)

a) Our chalet staff will be happy to organise additional activities & services throughout your stay.

b) Subject to their compliance with our Health Protocols, additional NON-RESIDENT guests are welcome to visit in the chalet, but will be charged on a per person basis:

**Breakfast** 30 Euros

**Lunch** 30 Euros

**Afternoon Tea** 30 Euros (+ 35 Euros for alcohol accompaniment)

**Cocktails & Canapes** 60 Euros per adult/ 30 Euros per child (under 12 years of age)

**Evening Meal** \*\*95 Euros per adult/ 60 Euros per child (under 12 years of age)

**Gala Meal** \*\*200 Euros per adult/ 95 Euros per child (under 12 years of age)

\*\*Inc alcohol for adults

c) Guests will have the option to upgrade their dining experience to a Gala Dinner and/ or Chinese Fondue, 85 Euros per adult/ 45 Euros per child (under 12 years of age). Guests may also opt for additional in-chalet dinners over and above the 5 dinners included within the booking price; and such additional in-chalet dinners shall be chargeable at a special rate of 65 Euros per resident guest subject to a minimum order for 4 persons.

d) Driving service is available 8am until 1am; we do offer in house taxi service which will be charged at 55 Euros per pick up (resort only).

e) A la carte wines & cigars are available at an additional cost & subject to availability.

f) Our 24 hour food menu is priced between 25-30 Euros per dish; orders placed between 11pm and 6am will be subject to a 20 Euro service charge per dish.

g) Childcare equipment (up to 2 cots, 2 highchairs, 2 car-seats per booking) is provided and anything additional which we may need to source externally will be charged at the end of the week.

## **12. End of week payments**

a) Upon request, SH will make purchases on your behalf both before and during your holiday. To enable us to do so, credit card details will be held as a guarantee or a prepayment amount will need to be made. Please note that any such purchases must be settled in full prior to your departure from the chalet failing which Agent, whether acting on its own account or on behalf of SH, and/or SH reserve the right to charge against the credit card or prepaid amount ("Prepaid Guarantee") held as guarantee, such aforesaid unpaid amount in addition to any other costs for damages as may be due under Clause 4 above.

## **13. Skiing**

a) It is the responsibility of you and your group to judge the suitability of each area in which you ski. If you or any member of your group ski in a location on the recommendation of or are accompanied by any representative of SH, SH will not be liable for any injuries howsoever caused.

b) Unless specified by you pre-arrival, lift passes bought on your behalf will include a carré neige (where available) to ensure rapid response in the event of an accident whilst skiing. Please note that this does not replace the need for a full winter sports insurance policy.

## **14. Facilities**

a) Guests using the swimming pool, relaxation area, jacuzzi facility, steam rooms, sauna and stone baths use them at their own risk and SH can accept no responsibility for accidents/ injuries whilst using these facilities.

b) The Swimming Pool is available on request and accessible between 10am and 10pm every day.

c) Children must be supervised whilst using chalet facilities including, but not limited to, swimming pool, jacuzzi, steam rooms, saunas and stone baths.

d) SH do not provide and are not obliged to provide lifeguards and no members of the chalet team are trained nor qualified to act as such.

e) Children under the age of 16 cannot be left at any time in the named Chalet unattended by you or an adult member of your group.

### **15. General**

a) Headings within these booking conditions are for reference purposes only and all images/floor plans as seen on any website or publication or attached hereto are intended to give a general impression only.

b) Please note that check in time for all chalets is 4pm and check out is 11am. This allows for the chalet to be fully prepared for guest arrivals. Earlier access before 4pm can be arranged in special circumstances.

c) These booking conditions and any matters arising from them are subject to and governed by English law.

### **16. Booking confirmation**

Upon payment of the Deposit, you agree to full acceptance of these Terms and Conditions.