

TERMS AND CONDITIONS

Introductory provision

Please read this information carefully as these general terms and conditions apply to all holidays booked with Alpine Essence (hereinafter referred to as the tour operator, we, us, our). Bookings made via our partners will be subject to their individual terms and conditions, given at the time of booking. Deviations from these will not apply, except for amendments specified as such by us in advance. Any supplementary provisions as referred to in the travel documents to be received before departure are also applicable.

By making a booking with us you agree to accept the following Terms & Conditions.

NOTE that no contract will be entered into if payment is not received in full by the date indicated on your quotation.

The person named on the quotation does so as agent for all persons in the group and by doing so warrants that he/she has authority to sign on behalf of all persons and acknowledges that these terms and conditions apply to all such persons.

This holiday contract does not include any facilities, services, activities or excursions, such as those that are available to be purchased separately in resort, that you book and pay for after receipt of the booking confirmation ("additional activities"). These additional activities are provided by separate contracts, but care should be taken to note at the time additional activities are booked who is providing the additional activities, because it may not always be us.

We will treat each element of the booking including the accommodation and any additional activities as separate bookings. Therefore, the total price charged for the booking that includes more than one element will always equal the prices charged for each individual element if purchased separately. **This means that separate items purchased do not constitute a package as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992 or package or Linked Travel Arrangements as defined in the Package Travel and Linked Travel Arrangements Regulations 2018. In France this is Law n° 2009-888 of 22 July 2009, and more specifically article L.112-2 of Tourism Code.**

If you have any questions about the information contained in either these Terms and Conditions or your booking confirmation email, please do not hesitate to contact us as soon as possible so that we can resolve your query. Please

refer to our website, alpine-essence.com for detailed descriptions of your accommodation.

1. Making a booking

1.1 To make a booking please email us using the booking form on our website or you can call us on +33 750 66 52 81

1.2 Where your booking is provisional only (i.e. you have not paid the deposit) we may hold an option (at our sole discretion) on that provisional booking for up to 24 hours (unless otherwise agreed by us in writing). If you have not confirmed your booking within 24 hours, we may sell the accommodation you have provisionally booked to third parties and cancel your option without further notice. It is not always possible to hold options on late availability prices.

1.3 In some instances it may not be possible for you to book online and in such cases telephone and email enquires will, on payment of the relevant deposit, be deemed to be offers by you which are subject to acceptance by us on your receipt of our booking confirmation email. When you receive our booking confirmation email, your booking will be subject to these terms and conditions.

1.4 You will be required to pay a deposit within 3 working days of confirming a booking and this will be a minimum of 25% of the total price of the accommodation plus fees. The balance of the cost of your holiday is payable 4 weeks prior to arrival. We will endeavour to remind you before this date that the balance is due. If the balance is not received by the due date, we reserve the right to cancel the booking and retain your deposit. Your final balance and due date can also be found on your quotation.

2. Communication between Alpine Essence and client

All communication and correspondence will be made between us and the group party leader only, who will be identified by you at the time of booking. It is then the group party leader's responsibility to pass on any relevant information to other members of their party and to ensure that all members are adequately insured.

3. Arrival and departure

3.1 The standard changeover day is Saturday, any deviation from this will be given in both our offer and the confirmation.

3.2 On the day of arrival, the accommodation will usually be available for occupancy **from 17h00**, however this is not guaranteed.

3.3 On the day of departure, the accommodation must be vacated **by 10h00**.

IMPORTANT – If you plan to arrive later than 19h00 then you must telephone Alpine Essence on +33 750 66 52 81 to arrange for access to the accommodation.

4. Tenant obligations and inventory check (see 17. cleaning)

4.1 When the tenant arrives, he/she is obliged to carry out a thorough check of the accommodation. Any anomalies must be reported within 24 hours to Alpine Essence reception otherwise they will not be taken into consideration and you may be charged.

4.2 During the period of occupancy, the tenant must accept and permit any major or urgent repairs to the accommodation and/or building.

4.3 On departure the tenant must ensure that all the furniture and other furnishings are returned to their original positions when the tenancy commenced.

4.4 The tenant agrees to leave the accommodation tidy with the kitchen, including oven, clean, the dishwasher empty, the fridge/freezer emptied and turned off and door left open, all rubbish removed from the premises and put in the bins at the entrance to the park and all old food thrown out. Should the accommodation be left particularly dirty (if cleaning is included in the price of the chalet this rule applies to anything over and above the average weekly cleaning required), additional cleaning costs will be invoiced to the tenant at an hourly rate of 50 EUR/hour (HT/excluding taxes).

4.5 The tenant must not put anything down the toilet, bath, basins or sinks that may cause an obstruction. If this does occur the costs to rectify it will be charged to the tenant.

4.6 On his/her departure the tenant must ensure all doors and windows are closed and locked and the keys returned to reception. A penalty of 30 EUR will be invoiced for every key that is not returned on departure.

5. Tenant responsibilities

5.1 The Owner of the property and the tour operator decline all responsibility for risks, especially fire, breakage of glass (windows), theft and water damage, to any personal objects belonging to the tenant.

5.2 Any personal effects belonging to the tenant are his/her own responsibility. They are not covered under any insurance policy belonging to the building, Owner or tour operator. The tenant must take out his/her own insurance policy to protect his/her own possessions (see 8. insurance), particularly against theft of ski equipment stored in the ski lockers. The Owner and tour operator decline all responsibility for any appeal that their insurance company might make against the tenant.

6. Seasonal effects

6.1 During the low season it is often the case that preparations for the high season may occur. This can include cessation or limited availability of lifts, pistes, shops, bars, cafes, entertainment facilities and other amenities normally available. There may also be building work taking place at your destination. The tour operator accepts no liability for such circumstances. Normally these situations do not occur during the high season and all facilities are usually open and available. The downside of high season can be heavy traffic, busy slopes, crowded lifts and packed ski classes. During the months of January, March and April there are fewer people on the pistes and the weather and snow conditions are often excellent. If you are not tied to a specific period, we recommend that you plan your holiday during these months.

7. Travel documents

7.1 Once you have fulfilled your payment and other obligations, you will receive your documents and the rest of the information on your holiday approximately 10 days before departure. These documents are the sole proof of your entitlement under the travel agreement. We therefore recommend that you check the travel documents as soon as you receive them.

8. Insurance

8.1 It is an express condition of your contract with us that you and the members of your party obtain suitable Winter sports Insurance, from a reputable provider, offering cover for (but not limited to):

- 8.1.1 Emergency Medical Expenses including, amongst other costs; mountain rescue, ambulance charges and repatriation
- 8.1.2 Cancellation of your trip or Curtailment (cutting short your trip)
- 8.1.3 Resort closure due to force majeure
- 8.1.4 Too much snow as well as too little snow
- 8.1.5 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
- 8.1.6 Loss or damage to hired equipment
- 8.1.7 Travel and transfer delays (outbound and inbound) which must include amongst other costs; additional costs incurred in the event of a delay beyond your or our control
- 8.1.8 The policy must include the additional activities you are likely to undertake especially off-piste skiing with or without a guide (it is possible to ski off-piste inadvertently)

8.2 We will not accept liability of any nature for loss or damage incurred by any of your party traveling to and

staying with us as a result of them not having adequate insurance.

8.3 You acknowledge that all modes of travel to and from our resort (including, but not limited to, our partner transfer companies) may be subject to delays or cancellation and additionally you accept that we are not responsible for any such travel delays or cancellations.

9. Own means of transport

9.1 If you expect to arrive at your destination later than 19h00, you must notify the tour operator in advance. The tour operator can never be held liable if you arrive after 19h00 without prior notification and find the place locked. Please bear in mind that snow chains, a hazard triangle, a first-aid kit and a fluorescent jacket are a legal requirement for driving in France. If you arrive during the weekend after 17h00 on a Saturday, it may not be possible for any defects in the accommodation to be dealt with until Monday morning.

10. Linen

Linen is usually provided in apartments and chalets. If linen is not included, this will be clearly stated in the description.

11. Luggage

11.1 You are responsible for your own luggage during the entire trip and while staying in the accommodation. The tour operator disclaims any liability for loss, damage or theft. We recommend that you take out travel insurance. In most cases you can leave your luggage at the Alpine Essence Reception on travelling days, so that you can still go skiing. This left-luggage room is an extra service provided locally. The tour operator will not deal with any complaints or reports in respect of loss, theft and/or damage. Use of a left-luggage room is always at your own risk.

12. Lost Property

12.1 The tour operator is not responsible for tracking lost property. Should you lose any possessions, we will however help you in their recovery and if found returned to you insofar as this is possible and can reasonably be expected.

12.2 Any direct and indirect costs incurred by us in tracing and returning your possessions will be passed to you and must be paid for before its return to you. Where transit is arranged by us, we cannot be held responsible for loss of or damage to your property whilst in transit. When you book with us, you do so under the condition that you bear the risk in respect of the loss of your luggage, even after this has been found by the tour operator.

13. Children

13.1 In principle, babies must be included when determining the maximum number of persons permitted in the

accommodation; in some cases, it may be possible to exceed this maximum number on request. Cots can, in certain instances, be booked in advance at an additional fee (see accommodation description). You must however provide your own sheets and blankets.

14. Pets

14.1 No domestic pet can be brought into the accommodation without prior consent from Alpine Essence and when agreed a supplement of 35 EUR per animal will be charged.

14.2 Dogs classed in the dangerous dogs' category are strictly prohibited according to French Law 99-5 of 06/01/1999.

15. Lift pass

15.1 If you have booked a lift pass, it cannot be changed at your destination. The lift pass will normally start on the day after you arrive, as given in the travel documents (i.e. usually on a Sunday). If your holiday does not start on a Saturday, then the starting date for the lift pass will be as indicated in your travel documents. Should you be unable to use the lift pass for one or more days during your holiday, for whatever reason, you will not be entitled to claim compensation from the tour operator.

16. Accommodation

16.1 The description and photographs of the accommodation may differ from the reality and are provided by way of example only. In some instances, the accommodation is owned by private individuals who have furnished it according to their own taste.

16.2 Please bear in mind, for example, that the amount of hot water available may be limited if the boiler is small.

16.3 The kitchen equipment does not always include a coffeemaker and/or cheese slicer.

16.4 The maximum number of persons permitted in the accommodation may never be exceeded, unless this has been agreed in writing and is specified in the confirmation. If the number of occupants exceeds the number in the contract, Alpine Essence can refuse the right of entry to the premises or claim a supplement. The prices are fixed at 150 EUR per person.

17. Cleaning the accommodation (see 5. Tenant obligations)

17.1 You are responsible for cleaning your accommodation at the end of your stay, unless indicated otherwise. However, it is often possible to pay someone else to do this locally.

17.2 If the cleaning has been included in your package, we nevertheless assume that you will leave the accommodation in a clean and tidy state. The final cleaning does not include the kitchen washing-up, clearing the fireplace, emptying the dishwasher or taking out the rubbish; these are always your responsibility.

17.3 If furniture has been moved it must be returned to where it was on arrival.

18. Security deposit

18.1 The property and the furnishings should not undergo any degradation apart from normal wear and tear during the use for which they were designed.

18.2 The security deposit, paid is to meet any damage caused to the rented property, furnishings, the building in general as well as covering the different charges and expenses where applicable.

18.3 The deposit must be paid by credit card; the amount of the security deposit is given on your travel documents.

18.4 The security deposit left with us will be released within 7 days following departure if the accommodation has been found to be in good order.

18.5 If money is retained from the deposit the client will be notified in writing and photographic evidence provided where possible.

18.6 If the security deposit is cashed the balance will be returned to the tenant within three months following the deduction of the costs of refurbishment and any eventual costs.

18.7 If the security deposit is insufficient to cover costs, the tenant will be obliged to pay the difference.

19. Internet Access

19.1 In many mountain resorts, signal strength is limited throughout the resort, not just in individual properties.

19.2 Where advertised, our chalets/apartments are equipped with free Wi-Fi, however we cannot guarantee a continuous and uninterrupted Internet connection as this is outside of our control.

19.3 You will not be advised in advance if this facility is removed and we cannot offer refunds or compensation if the Internet is not working or the Wi-Fi is not available for any reason.

20. Smoking

20.1 All our chalets and premises are non-smoking including the bedrooms, bathrooms, and in the Jacuzzi, but guests are permitted to smoke on the balconies.

21. Complaints

21.1 Complaints must immediately be submitted to our representative on site, since it is often possible to take action to remedy the situation at that time. It is difficult to resolve problems at a later stage.

21.2 If the complaint is not resolved to your satisfaction, then it must be reported to the tour operator's office or, outside office hours, via the emergency number (given in the travel documents), within 24 hours of arrival / discovery of the problem.

21.3 If the situation has still not been satisfactorily resolved, then:

- 21.3.1 the complaint must be submitted in writing by means of a complaints form signed by our representative;
- 21.3.2 you must submit your letter together with the complaints form to the tour operator by post within 14 days of the end of your holiday.

21.4 Complaints that have not been a) reported by telephone within 24 hours via the emergency number and b) submitted in writing by means of a complaints form signed by our representative at the destination, will not be processed at a later stage.

22. Requests and arrangements

22.1 The tour operator will endeavor to comply with clients' requests as far as possible.

22.2 If a request results in an arrangement with the tour operator and therefore forms part of a travel agreement, the client will only be able to lay claim to this if the arrangement has been specified on the invoice/booking confirmation and on the vouchers received at a later stage.

22.3 No rights may be derived from requests.

23. Prices and conditions of payment

23.1 The rental price of the accommodation includes administration fees, rent service and maintenance charges.

23.2 The tenant agrees to take possession of the premises at the date and time fixed on the quote.

23.3 The outstanding balance of the rental price and additional pre-booked services must be paid at least 4 weeks prior to arrival. In the case of reservations made less than 4 weeks before arrival, the balance in full must be paid at the time of reservation (see Payment section). Additional services or products ordered, and local tourist tax must be paid for on-site.

23.4 Keys will only be handed over once payment of any additional services and the security deposit has been received.

23.5 The length of the holiday duration can only be extended with agreement from Alpine Essence and will be charged pro-rata based on the original holiday cost. This period cannot exceed 90 days, failing to meet the payments due or non-fulfilment of any clause whatsoever in the contract, and 8 days after a non-response to the formal notice, Alpine Essence can demand the immediate termination of the contract and the tenant must leave the premises on the order from the judge in chambers.

24. Promotions and offers

24.1 The information on the Internet page and vouchers is binding on the tour operator, unless:

- 24.1.1 changes to this information have been brought to the attention of the traveller clearly, in writing and before the contract is confirmed via the internet or by telephone;
- 24.1.2 changes subsequently arise as a result of an agreement between both parties to the contract;
- 24.1.3 this involves the correction of errors in the calculation of the holiday price.

24.2 The tour operator may be forced to remove a specific offer temporarily or permanently. Offers are always subject to availability.

25. Information about the traveler

25.1 The traveller must provide the tour operator with all relevant information that is explicitly requested. Should the traveller provide incorrect information, and this leads to additional costs for the tour operator, the traveller may be charged these costs.

26. Passports and Visas

26.1 Your specific passport, visa and any other immigration requirements, are your responsibility and you should confirm these with the relevant embassies/consulates before travel and possibly before booking.

26.2 We do not accept any responsibility if you are unable to travel due to non-compliance with any passport, visa or immigration requirements.

26.3 Please bear in mind conditions could change after 'Brexit' and during the transition period, it is your responsibility to ensure you have the necessary documentation to fulfil your booking with us.

27. Personal Data Protection

27.1 The tour operator has taken all commercially reasonable measures to ensure that client's personal data is collected and processed in compliance with the General Data Protection Regulation.

27.2 The client is able to access and rectify all personal data owned by the Tour Operator. The client will be able to exercise this right in accordance with the General Data Protection Regulation.

28. Booking terms and conditions

28.1 The agreement between the person making the booking and the tour operator will come into effect after a verbal booking, a booking by email or a booking via our booking system.

28.2 The tour operator's obligation to execute the agreement will arise at the time at which the person making the booking receives the quote/booking confirmation for the booked holiday in writing or via electronic communication.

28.3 The person responsible for making the booking is jointly and severally liable for all obligations arising from the travel agreement for all the specified persons.

28.4 The person making the booking acts in his/her own name and for his own account. He/she also acknowledges that he/she is acting as a mandatory in the name and for the account of his/her travelling companions who have not signed the agreement, on pain of binding himself/herself.

28.5 The tour operator will charge booking costs per booking confirmation.

29. Tourist tax

29.1 Clients will be required to pay tourist tax on the accommodation we offer (unless it has been specified that this is included). The amount of this payment depends on the destination / accommodation. Approximate prices are given in most cases.

30. Price of the holiday

30.1 The prices agreed in the contract are fixed prices.

30.2 Charges will apply for any additional costs as indicated in the offer separately (in advance or at your destination).

31. Adding an option/package component to a booking

31.1 After the quote has been issued, the traveller may add an option or a package component to the booking up to 7 days before departure, if the additional option is available.

31.2 The tour operator is entitled to charge a € 10 alteration fee for each addition, plus the amount payable for the additional option booked.

31.3 The addition to the booking will be confirmed by a quotation. Any price increases that have occurred in the interim may be considered.

32. Changes to the departure date or the destination by the traveller

32.1 If you wish to change your booking to a different date or property, we will do our best to accommodate you (subject to availability).

32.2 Please note that we will need confirmation of any change in writing and please note there may be extra charges incurred due to differences in the advertised prices.

33. Changes made by the tour operator prior to departure

33.1 Should, prior to the start of the holiday, it not be possible to accommodate you in your chosen chalet/apartment, the tour operator reserves the right to make the necessary changes to the booking.

33.2 The tour operator must notify the traveller of this, in writing, as quickly as possible and in any event before departure.

33.3 The tour operator agrees if accommodation of equivalent size and standard cannot be offered, the client has the option of agreeing to a lower standard of accommodation and a refund in the price difference or the option of cancelling the contract without incurring any costs.

33.4 In all cases the client agrees he/she is not entitled to compensation.

33.5 The traveller must notify the tour operator of his decision as quickly as possible in writing and in any event before departure.

33.6 If the traveller accepts the change, a new contract or a supplement to the contract must be issued, giving the changes made and the effect these will have on the price.

34. Cancellation by the tour operator prior to departure

34.1 Should the tour operator cancel the contract prior to the start of the holiday for reasons not attributable to the traveller, he/she may choose between:

- 34.1.1 accepting a new offer of a holiday with an equivalent or lower price or accepting a new offer of a holiday with a higher price, for which an additional charge must be paid. If the replacement holiday offered has a lower price, the tour operator will refund the difference as quickly as possible;
- 34.1.2 or receiving a refund, as quickly as possible, of all amounts paid by him/her under the contract if accommodation of equivalent or higher standard cannot be offered.

34.2 The client is not eligible for a full refund if:

- 34.2.1 the cancellation is the result of force majeure. Force majeure is to be understood to mean abnormal and unforeseen circumstances (including but not limited to resort closures due to Pandemics, overbooking by an agency, avalanches, natural disasters) beyond the control of the party invoking force majeure and the consequences of which could not be avoided despite all the precautions taken.

35. Payment

35.1 The advance non-refundable payment (a minimum of 25% of the holiday price, plus the reservation costs) must be paid within 7 days of receipt of the quotation into bank account number 9671475929, IBAN: FR76 1810 6008 1096 7214 7592 953, BIC/Swift: AGRIFRPP881 Bank: Credit Agricole (FRANCE), making sure the quotation number is clearly marked.

35.2 The balance of the holiday price must be paid no later than 4 weeks prior to departure. If booking 2-4 weeks prior to departure, the full amount must be paid in a single sum within 3 working days of receipt of the quotation. If booking less than 2 weeks prior to departure, the total amount must be paid via a telephone payment or cash deposit immediately after receiving the quotation.

35.3 The money or proof of payment must always be in our possession before departure. Any bank charges or exchange rate differences are for the account of the client.

36. Default

36.1 Failure to fulfil payment obligations may result in the tour operator cancelling the holiday and you will be required to pay the cancellation charges.

36.2 You will be in default by the mere expiry of the due date, without any warning being required.

36.3 Invoices that have not been paid on or before the due date will incur interest of 1% per month or part thereof by operation of law and without further warning.

36.4 As a result of payment default on the due date, and without further warning being required, invoices will be increased by 15% or a minimum of € 50 per sleeping space.

36.5 If payment is not made, any collection charges and other additional costs must be borne by you.

37. Conditions of Cancellation

37.1 The tenant may cancel a booking in writing provided payment of the following cancellation costs is made:

- 37.1.1 for cancellations up to midnight on the 30th day prior to commencement of the first day of stay: 25% of the rent;
- 37.1.2 for cancellations from midnight on the 30th day up to midnight on the 14th day prior to commencement of the first day of stay: 60% of the rent;
- 37.1.3 or cancellations from midnight on the 14th day up to the first day of stay: 90% of the rent;
- 37.1.4 for cancellations on the first day of stay or later: 100% of the rent.
- 37.2 **N.B.** There is a cancellation fee of 50€ for ALL cancellations, no matter when the cancellation is made.
- 37.3 The date of the postmark or the date of the relevant e-mail message shall be decisive in determining the question of whether the booking was cancelled in due time.
- 37.4 A booking cancelled by a Main or other Tenant shall also serve as cancellation at the expense of the co-tenants.

38. Cancellation by Alpine Essence:

38.1 Alpine Essence must make a modification proposal to the traveller by way of an alternative offer within 48 hours (2 working days) of the occurrence of grave events. This obligation shall lapse if the cause of the modification is attributable to the tenant or force majeure.

39. Coronavirus (COVID-19)

39.1 The safety of our staff and guests is of utmost importance. As a result of the official travel advice received from Government organisations about the Coronavirus (COVID-19), guests who are unable to travel to or stay at accommodations located in areas that are severely affected can choose from the following options:

- 39.1.1 new dates for a future stay with Alpine Essence (different rates may apply), or
- 39.1.2 a credit note issued by Alpine Essence for a future stay in ANY property managed by us, valid for 12 months, for the value paid by the guest or a higher amount at your discretion and the difference payable by the client. The arrival date of the future booking must be within 18 months from your original arrival date (ordonnance n°2020-315), or
- 39.1.3 a full refund minus 15% of the total chalet price.

Please note that Coronavirus policies apply only to cancellations made after the introduction of the mandatory travel restrictions.

39.2 Valid reasons that will lead to the utilisation of this COVID-19 cancellation policy are limited to:

- 39.2.1 official closure of the property during your booked dates due to COVID-19 restrictions
- 39.2.2 an inability to travel to the property during your booked dates due to official Government travel restrictions related to COVID-19. Valid circumstances are:
 - i. travel restrictions put in place by the government of the country where the property is located restricting your ability to travel either to the country or to the property
 - ii. travel restrictions put in place by the government of your place of departure, restricting your ability to travel to the country where the property is located.

39.3 All other reasons will not be considered a valid reason to utilise the COVID-19 cancellation policy, and the standard cancellation policy will apply. These include, but are not limited to:

- i. an unwillingness to travel
- ii. an inability to travel due to medical reasons (including any related to COVID-19)
- iii. individual/household stay-at-home/quarantine orders

39.4 This COVID-19 cancellation policy is valid up to the day of travel however there will be no refund once you have arrived in the resort should COVID-19 have any impact upon your booking once you have arrived. In this case you will be charged on a pro-rata basis for the number of nights you were in resort and refunded the rest.

39.5 All guests must have a valid travel insurance at the time of booking to cover them for any cancellations due to medical conditions relating to COVID-19. Please contact Alpine Essence for a full list of insurers offering this cover.

40. Liability of the traveller

40.1 The tour operator disclaims any liability for loss, damage or injury sustained by travellers for whatever reason, as well as for the loss or theft of or damage to luggage or other property, including money. The risk in this regard is borne by the traveller. The tour operator therefore recommends that travel insurance is obtained.

40.2 The traveller is also liable for loss or damage sustained by the tour operator, its staff or representatives, means of transport, accommodation or an option/package component through fault on the part of the traveller, as well as when the traveller has not fulfilled his contractual obligations.

40.3 Loss or damage caused by the traveller will be deducted from the security deposit. If the amount of the loss or damage exceeds the amount of the deposit, the traveller must pay the amount owed on site.

40.4 The traveller must have third party insurance in accordance with what is customary in the country of living.

40.5 Should the traveller be guilty of improper behaviour (public drunkenness, excessive noise after 22h00, vandalism etc.), the tour operator may cancel the travel contract immediately and/or impose fines for the improper behaviour, without the person responsible for making the reservation being entitled to claim a refund of the holiday price.

41. Liability of the tour operator

41.1 The tour operator is liable for the proper execution of the contract, in accordance with the expectations that the traveller may reasonably have vis-à-vis the tour operator based on the provisions of the contract, and for the obligations arising from the contract, regardless of whether these obligations are to be fulfilled by the tour operator itself or other service providers and without prejudice to the tour operator's right to assert claims against these other service providers.

41.2 The tour operator disclaims any liability for loss or damage for which the traveller can claim under travel and/or cancellation insurance.

41.3 The traveller accepts that he/she books under the condition that any claims against the tour operator for loss or damage as well as compensation for loss of holiday enjoyment will together be limited to a maximum of 100% of the holiday price.

41.4 We cannot be held liable for the availability of activities on offer while staying at an Alpine Essence chalet or apartment. Circumstances beyond our control (e.g. weather, snow conditions) can mean that certain activities are not possible (i.e. skiing or mountain biking) for a part of, or the duration of your stay. We are not liable if our advertising of a certain service or feature (i.e. Ski in, Ski out) is not available due to factors outside our control.

41.5 All reservations of holiday homes and other (additional) services offered via this website and email by tour operator are subject to the General Terms and conditions of Travel and Sale. All disputes that arise between Alpine Essence and travellers / clients are subject to French Law. The competent court is located in Chambéry, France.

Signed: _____

(please write "lu et approuvé" meaning read and understood in French)

Date: _____

