

CLUB MED

MASTERS OF THE MOUNTAIN WEEK

BOOKING CONDITIONS

1. Terms and Conditions

1.1 These booking conditions supplement and modify Club Med's Booking Conditions contained in our brochure or website, which, together with the booking form, are hereby incorporated into these conditions (the "Booking Conditions"). If there is any discrepancy between these conditions and those contained in our brochure and/or website, these Booking Conditions shall prevail.

2. Package

2.1 The Package shall be the accommodation and services described in our website. Activities specific to that offer (e.g. time on the slopes with Jenny Jones and Billy Morgan, evening torchlight descent, slalom ski race and body and mind activities) together with any other services agreed at the time the booking is confirmed by us. A timetable will be send ahead of the trip.

3. Price

3.1 The price for the package is inclusive of the items outlined in the quote. Published prices for this package are based on a twin share room. The price for the package includes transports from London and transfers to and from the Village.

4. Payment

4.1 The Customer shall pay to Club Med the following sums in pounds including VAT if applicable:

4.2 25% of the price on confirmation of booking.

4.3 75% of the price 10 weeks before departure.

4.4 If payment of any of the instalments is not made by the due date then Club Med shall notify the Customer in writing and be entitled to charge interest at 2% above our bank's base rate. Club Med also reserves the right to cancel the booking if payment of a late instalment plus interest has not been made by the due date for the next instalment, provided that Club Med may only cancel the booking if it has provided the Customer with written warning that it wishes to exercise its right to cancel the booking at least 10 working days in advance of the date on which it proposes to cancel the booking and the Customer has not paid the late instalment by such proposed date. In that case, the cancellation charges will also be payable.

5. Modifications and Cancellations by the Customer:

5.1 If you cancel your booking up to ten (10) weeks (11/01/2020) before departure (excluding the date of departure), we shall be entitled to retain by way of cancellation charges an amount equivalent to 25% of the Package Price.

5.2 If you cancel your booking within 10 (10) weeks (11/02/2020) before the departure date (excluding the date of departure), we shall be entitled to retain by way of cancellation charges an amount equivalent to 100% of the Package Price.

5.3 Unless otherwise agreed by us in writing, any sum or sums retained pursuant to sub-clauses 6.1, 6.2 and 6.3 of these Booking Conditions will not be refunded in exchange for, offset against or carried forward in connection with any future bookings or purchases.

6. Modifications and Cancellations by Club Med

6.1 Minor modifications

Club Med is entitled to make minor changes to the Package at any time provided such minor changes are notified to the Customer when possible in advance or at the earliest possible date. No compensation will be payable in respect of any such damages.

6.2 Major Modifications and Cancellations Pre-Departure

6.2.1 If Club Med is constrained before the Commencement Date to alter significantly an essential part of the Package or if Club Med cancels it for any reason, the Customer will have the choice of:

(a) accepting the change of arrangements,

(b) accepting an offer of a substitute package in one of Club Med's other Resorts or

(c) cancelling the package and receiving a full refund of all monies paid. For the avoidance of doubt, in this situation the cancellation charge per participant set out in clause 7.1 shall not be payable by the Customer.

6.2.2 The Customer must give notice of its choice within seven days from receipt in writing of the notice from Club Med informing it of these changes or cancellation.

6.2.3 The Customer shall also be entitled to compensation of £20 per Participant if Club Med informs the Customer less than 8 weeks before the Commencement Date and £30 per Participant if Club Med informs the Customer less than 4 weeks before the Commencement Date, provided the cancellation or major modification does not arise from circumstances amounting to “force majeure” as set out in Clause 10 below.

6.2.4 Any reduction in the price of the Package will be deducted from the balance due from the Customer and if the payment already effected exceeds the price of the services as altered, the excess shall be reimbursed before the Commencement Date.

6.3 Major changes after departure

In the unlikely event of a significant proportion of the Package not being provided after departure, Club Med will make suitable alternative arrangements at no extra cost to the Customer and where appropriate provide fair compensation.

7. Force Majeure

7.1 Club Med cannot accept liability or pay compensation to the Customer where the performance of its contractual obligations is prevented or affected by “Force Majeure”.

7.2 Events of “Force Majeure” include unusual and unforeseeable circumstances beyond Club Med’s control and the events listed in the Booking Conditions in Club Med’s brochure.

8. Insurance

8.1 Club Med strongly advises that the Participants purchase travel insurance to cover all activities included in the Package before travelling.

8.2 The Customer shall take out insurance for loss, theft or damage to its own equipment and brought into the Resort either by the Customer or by the Participants. The Customer shall indemnify Club Med for any damage caused by any equipment brought into the Resort by the Customer or any Participant. The Customer shall procure liability insurance against damage to the Resort or damage to, loss or theft of property in the Village caused by any of the Participants and shall produce a copy of such insurance to Club Med upon request.

8.3 Club Med confirms that it has liability insurance to cover any damage that it could cause in performing the services provided for in this Agreement.

9. ABTA and CAA

Club Med is a fully bonded member of ABTA and the CAA (Civil Aviation Authority). The CAA ATOL Licence (no. 1020) will protect Participants whose travel arrangements under this Agreement include a flight departing from the UK. Where there is no such flight provided, Participants are protected by Club Med’s bond with ABTA (membership no. V6608).

10. Responsibility

10.1 Club Med accepts liability for loss suffered by the Customer if this agreement is not performed or is improperly performed by Club Med or its suppliers. However, Club Med shall not be liable for any failure or improper performance or other claim caused by or arising from any:

10.2 Act or omission of the Customer or any of its participants.

10.3 Act or omission of a third party not connected with the Conference Package.

10.4 Matters outside the control of Club Med and/or a supplier which were unusual and unforeseeable and the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of Force Majeure (as set out in Clause 10 above).

10.5 Except in cases of death, illness or injury or any other liability which cannot be limited under Law where no limit of liability is imposed, Club Med’s liability to the Customer and its Participants shall be limited to EUR 10,000,000.

11. Law and Jurisdiction

This Agreement is governed by English Law and the parties submit to the exclusive jurisdiction of the English courts.

12. General

- 12.1** This Agreement is not intended to, nor shall it create, any rights, claims or benefits enforceable by any person not a party to it. A person who is not a party to this Agreement may not enforce, or otherwise have the benefit of, any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 12.2** Unless required under the terms of this Agreement or by law, the Parties agree to keep the terms of this Agreement as well as information obtained about each other's activities confidential.
- 12.3** Nothing in this Agreement shall be deemed to constitute a partnership between the parties.
- 12.4** Neither party may assign any rights, interests or obligations under this Agreement without the prior written consent of the other party.
- 12.5** All rights granted to either of the parties shall be cumulative and no exercise by either of them of any right under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to it.
- 12.6** The failure by either party to enforce at any time or for any period any one or more of the terms and conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.
- 12.7** Where any provision of this Agreement is held to be void or unenforceable pursuant to any statute or rule of law, that provision shall be severed from all remaining provisions of this Agreement and such remaining provisions shall remain in full force and effect.
- 12.8** To the extent that any provision of this Agreement extends beyond the limitations set by any statute or rule of law but if it did not so extend would remain unaffected by such statute or rule of law then the provisions shall be deemed to be so varied so as not to extend beyond those limitations.
- 12.9** Any notice by either Party shall be given in writing and shall be deemed to be sufficiently given if delivered by registered post (postage paid) of the party concerned.