## MGS SKI Terms & Conditions 2021/22

The following Terms and Conditions are intended to be useful and offer clarification, particularly considering the unprecedented issues caused by the Covid pandemic.

When you finalise your booking with MGS Ski Ltd, you are confirming you agree with our Terms and Conditions, so please take a few minutes to read through these and contact us immediately if there are problems.

## The Party Leader

The person who books the holiday with MGS must be at least 18 years of age and will be exclusively liable for the booking, even for all other persons he/she includes in the booking. The party leader is responsible for passing on information to others in the group and for also for notifying MGS of any personal requirements such as reduced mobility or specific special needs.

## Contact details

You can contact MGS by e-mail (<u>skimajor@aol.com</u>) or by phone 0800 689 4135.

When you book with MGS, all documents such as quotes will be sent to you by email. We will use the email address you have given us at the time of booking. We assume that this address is correct and that you check it regularly. MGS cannot be held responsible if we have sent emails to you and you fail to receive them (due to a full inbox, spam filter or misspelling of email address).

It is also essential that you provide a mobile number so we can contact you while you on are on holiday.

## Making a booking

After contacting MGS by e-mail or phone to make an enquiry, you will receive a written quote by e-mail.

This quote will give a total figure including accommodation, lift passes, ski equipment and where appropriate, airport transfers. There may be changes required to the initial quote according to individual needs, but **once the total cost is agreed between MGS and the Party Leader, a 30% non-refundable deposit is required**, to be paid by debit card or BACS transfer. All details required to make the payment are indicated on the quote.

## Confirmation of a booking

Once a 30% non-refundable deposit has been received, MGS will issue a Booking Confirmation detailing what is included and the date of a Final Payment to cover the balance of the holiday, normally 8 weeks before the date of arrival in Val Cenis. The Party Leader must check the Confirmation carefully and inform MGS of any changes needed.

For bookings made 'last minute', within 8 weeks of the arrival date, the Final Payment due date will be agreed between the Party Leader and MGS.

If there are changes to the booking after the deposit has been paid, the Party Leader must contact MGS before the Final Payment, appropriate adjustments will be made to the total cost and a new Booking Confirmation issued.

## Final Payment

MGS will send the Party Leader an e-mail reminding him or her of the date the Final Payment is due.

If the Final Payment is not received by this date a further e-mail will be sent as a final reminder and if there is no payment by the date indicated in this, we reserve the right to cancel your contract with us and the 30% deposit paid will not be refunded.

## Covid and Cancellations

During the 2020-21 season, travel restrictions and quarantine policies meant international travel almost completely came to a stop. Within individual countries, however, travel was at times possible. Despite a 6.00pm curfew, and the lifts not running, the French continued to come to Val Cenis, understandably perhaps, preferring the mountains to homes in large cities.

During the 2020-21 season, MGS offered full refunds to all clients who cancelled for covid based reasons up to one month before the departure date. Ultimately no travel from the UK was possible and everyone either received a refund or opted to transfer payments to the 2021-22 season.

The experience of last season, however, has shown owners and agencies they can rent to French groups without any risk when compared to UK visitors for example.

With over 30 years in resort, MGS has a great relationship with those renting accommodation and for the coming season has managed to maintain the same excellent choice of apartments partly by reputation and also by guaranteeing payment in 2021-22 for apartments cancelled within 8 weeks of the appropriate rental period.

# For the 2021/22 season, if there are doubts or concerns due to covid at the time of your final payment – 8 weeks before your departure – we will offer you the opportunity of a full refund, bar a maximum of £25 for admin/exchange rate charges.

This would involve an e-mail being received by MGS before your Final Payment date confirming your cancellation. Once you have received your reminder regarding the Final Payment, you can make a decision.

If you cancel because of covid at this time, you will be refunded, including the 30% deposit, and the owners of apartments accept 8 weeks as a fair period to re-rent their accommodation.

## ONCE THE FINAL PAYMENT IS MADE, THE 30% DEPOSIT WILL NOT BE REFUNDED.

By making the Final Payment you accept these terms and will not request from or pursue MGS Ski Ltd for the 30% deposit.

If Covid causes a cancellation within the 8 weeks between the Final Payment and arrival, the remaining 70% will be refunded.

All other reasons for cancellation will be subject to our normal cancellation terms and conditions as shown below and on our website, www.mgsski.com: CANCELLATION CHARGES

These are based on how many days before departure MGS SKI receives written cancellation. These are a percentage of client costs to MGS for accommodation, equipment and lift passes. Insurance and travel payments would involve other companies. Costs for ESF ski school would involve claims through the ESF.

NUMBER OF DAYS	CHARGE
More than 42	30% deposit
29 – 42 days	50%
7 – 28 days	90%
0 – 6 days	100%

#### Insurance

Clients should purchase appropriate travel insurance, including winter sports. This should include cover for medical expenses, repatriation and on mountain rescue, lost or stolen personal possessions, damage to hire equipment etc.

Those wishing to ski off piste must ensure they have appropriate cover and equipment.

The level of insurance against cancellation because of Covid will vary greatly according to the policy, but clients should ensure they have cover against cancellation due to other reasons such as injury or ill health for example.

MGS will ask for confirmation from the Party Leader that all members of the group are adequately insured, and may ask to see appropriate documents.

#### The Accommodation

During the 2021-22 winter season, we are offering self-catered accommodation only.

On the day of arrival, you can usually enter your apartment from 4.00pm onwards.

On the day of departure, you must leave the apartment by 10.00am and in certain cases by 9.00am, the time being indicated on the Booking Confirmation.

Normally apartment details are sent with the initial quote. These are intended to be as helpful as possible, and include photos largely provided by the owners or agencies involved. Owners do decorate and change furniture or fittings. Although there will not be any major differences to the details sent with the quote - such as fewer beds or no balcony for example - there may be variations for which MGS cannot be responsible. Some details indicate 'typical' interiors where real images are not available, but the general layout is indicated by the floorplan included.

On arrival, any problems with the apartment should be reported straight away to the MGS office so that appropriate remedial action can be taken. We make every effort to ensure everything in the apartment is as it should be, but if an issue does arise, providing we are told immediately we undertake to sort it out within the smallest delay possible.

#### Covid and Cleaning

A breakage deposit of £150 in the form of card details will be taken and providing the apartment is left acceptably tidy, clean and undamaged, these details will then be destroyed following departure. In the unlikely event of breakages or damages to the accommodation, costing more than £150 to rectify, MGS shall be entitled to recover the full value of the loss or damage from the Party Leader, who shall pay such amount upon demand.

On arrival in the apartment there will be a plastic map of the village, on the reverse of which is a description of how MGS expect the apartment to be left. This has never been a problem; MGS clients invariably leave accommodation perfectly well.

Once clients have left the apartment on the day of departure, the accommodation is then prepared for the next group, usually arriving later the same day. This involves cleaning and putting fresh sheets into the apartment, plus lift passes and any details of bookings for restaurants/ski school/child care and so on.

As well as a general clean, particular care this coming season will be taken with surfaces and 'high traffic' points such as door handles. In terms of bedding, whether the apartment has duvets or blankets, the sheets provided are fresh from the laundry and untouched apart from when put in the apartment by MGS staff.

When finally leaving the apartments, the cleaning team will use a disinfecting spray (TENORBACT SPRAY SR), which falls from the air and dries on surfaces and bedding, killing germs and reducing the risk of transmission still further.

If you have any specific requests concerning the preparation or bedding in your apartment, contact MGS on <u>skimajor@aol.com</u> prior to your arrival. Please remember, towels and tea towels are not provided.

#### Group Skiing

Afternoon group skiing sessions as described in the website (<u>www.mgsski.com</u>) are one of the most popular and enjoyable features of an MGS holiday. Each group is led by an ESF instructor and clients participate entirely at their own risk.

MGS Ski Ltd shall not be held responsible for accidents or injuries occurring during the group skiing sessions.

#### Smoking

All accommodation is strictly no smoking.

## Pets

Pets are not allowed in apartments unless a specific request has been made to MGS who agree to this following consultation with the owner or agency involved.

## Security of Personal Items

Clients are responsible for the safety of personal possessions, equipment and documents. MGS shall not be responsible if they are lost or stolen and suitable travel insurance should be in place to cover such items.

#### Unsatisfied or Complaints

MGS is a small business depending on repeat business and word of mouth recommendation.

We genuinely try to provide the best personal service and aim to make your holiday as enjoyable as possible.

In the event of a problem during the holiday, clients should immediately report the issue to resort staff. Staff are on hand in the ski shop during ski fit on the day of arrival, on the first morning of lessons when introducing clients to instructors and evening visits on Sunday, Tuesday and Friday. Furthermore, MGS staff are available each morning in the resort office, on the mountain before afternoon skiing and afterwards for a social apres ski. There is no reason why a problem or complaint cannot be transmitted to MGS during the holiday, where it will be dealt with and a solution found. Any client still unhappy should lodge their complaint in writing to MGS during their holiday and then with appropriate agencies, where it can be dealt with under English law.

#### Personal Information

To comply with Data Protection Act 2018, we keep a record of your name, email address, home address, phone number and party structure in order to process your enquiry/booking. This is for the sole purpose of dealing with your booking and is not passed to any third party, unless you have requested MGS SKI to book creche/ski school with the ESF/restaurant reservations on your behalf (in which case, your name/names of the relevant members of your group, the contact number given to us by you, and your card details if necessary (as explained on the creche/ski school booking forms) are provided to these companies in order to process your requests). We do not hold any card details. If you would like your name and contact details removed from the list at the end of the season, please tell us. Otherwise, we keep the list for the purpose of sending you information about next season.