

BOOKING CONDITIONS

1. YOUR HOLIDAY CONTRACT

Meriski is a trading name of Four Winds Holidays Ltd "The Company", Registered Office: First Floor, Carpenter's Buildings, Carpenter's Lane, Cirencester, Gloucestershire, GL7 1EE. Company Number. 5065444.

The holidays offered in this brochure are operated by "The Company" and your contract is with Four Winds Holidays Ltd.

2. BOOKING YOUR HOLIDAY

a) To secure your booking, you should complete and sign the Meriski booking form and send it to the Company with a deposit as stated on the form. If you are booking within 10 weeks of departure then full payment is required. If you are staying with us for the weeks commencing 10th and 17th February please note a 50% deposit is required by 1st September 2007.

b) Your booking is accepted by the Company and becomes definite when the Company issues a Confirmation Invoice. If for any reason the Company does not accept your booking, your deposit will be returned.

c) Special requests should be indicated on the Booking Form or made in writing. The Company will try to arrange for special requirements to be met, but cannot guarantee that they will be, nor will the Company be liable if any special request is not met.

d) If you arrange your holiday directly with The Company, all correspondence and other

communications will be sent to the address provided on the booking form unless you specify otherwise. If you request correspondence through a business address, a residential address will also be required for emergency and security reasons.

e) If your booking is made through a travel agent, the Company will address all communications to that travel agent. All money paid by you to the travel agent under or in contemplation of this contract will be held by the travel agent on your behalf until the company issues a Confirmation Invoice and thereafter on behalf of the Company. All communications will be via the travel agent.

f) The balance of the invoice is due 10 weeks prior to departure or sooner if otherwise advised. We will make a penalty charge of £200 for any late payment of over a week. If you are staying with us for the weeks commencing 10th and 17th February then the balance is due 6 weeks prior to departure.

g) Where you book a single component of a holiday (i.e. a transfer), the Company acts only as a booking agent for the supplier concerned, and accepts no liability for the provisions of the product/service involved.

3. AMENDMENTS & CANCELLATION

a) Amendments by You

The Company will make every effort to assist you if you wish to alter your arrangements. Requests for an amendment must be in writing, and signed by the signatory of the Booking Form. In the event of an amendment all communication charges and

other expenses will be payable by you together with an amendment fee of £25 per alteration. If you change your booking less than 10 weeks prior to departure, this will be treated as a cancellation and a re-booking, and the normal charges will apply, (as detailed in paragraph 4(b) below.) If you are prevented from taking your holiday by illness, jury service, redundancy, unavoidable work commitment or the death or serious illness of a close family member, you may transfer your booking to a person acceptable to the Company provided that:

(i) you request the transfer in writing at least 30 days in advance;

(ii) your request is accompanied by documentary proof of the reason for the transfer, any tickets or vouchers already received from the Company, full details of the person who will replace you, any balance outstanding for the booking and the appropriate administration fee (see below);

(iii) your replacement agrees to be bound by these booking conditions.

The administration fee will be £50 per person, plus all charges of whatever nature levied by the suppliers of your holiday components.

b) Cancellation by You

All cancellations must be advised in writing, signed by the signatory of the booking form and sent to The Company at First Floor, Carpenters Buildings, Carpenters Lane, Cirencester, Gloucestershire, GL7 1EE. Cancellations are effective from the day that they are received by The Company. Recorded delivery is strongly recommended. The following cancellation charges (together with holiday insurance premiums) will be payable, from when

written advice of cancellation is received:
Up to 70 days prior to departure - loss of deposit.
From 69-42 days prior to departure
- loss of 25% of total invoice.
41-24 days prior to departure
- loss of 50% of total invoice.
23-14 days prior to departure
- loss of 75% of total invoice.
Less than 14 days - loss of 100% of total invoice.
Please note that certain travel arrangements cannot be changed after booking and so cancellation will mean automatic 100% loss of this amount. Please note: in all cases, without exception, your deposit payment is non-refundable.

c) Amendments by the Company

Great care is taken to ensure that descriptions, information and prices given in this brochure are accurate at the time of publication. Changes can occur however and the Company reserves the right to advise you of change, including a change of price, before accepting your booking. After a Confirmation Invoice has been issued, the Company makes every effort to operate all holidays as advertised. In very rare circumstances, the Company may have to modify a holiday before you depart. If the modification is significant the Company will notify you directly, or through your travel agent, as soon as practicably possible and offer you the choice of alternative arrangements, or a refund of all money paid. If you choose another holiday which is more expensive, you must pay the difference, but if it is cheaper, the Company will make the appropriate refund. Compensation will not be paid where a major case

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arises from "force majeure". This means unusual and unforeseeable circumstances beyond the Company's control, the consequences of which neither the Company nor its suppliers could avoid, including, but not limited to, war, threat of war, civil strife, terrorist activity (actual or threatened), strike or industrial dispute, technical problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, flood, drought, adverse weather conditions and level of waters.

If there is a minor modification before you depart (that is, any change not included in the definition of a significant modification set out above), the Company will try to notify you, although it is not obliged to do so, nor is it obliged to pay any compensation. If the Company becomes unable to provide a significant proportion of your holiday after it has commenced, suitable alternative arrangements will be made for you at no extra charge to you or, alternatively, you will be returned to your point of departure and given a pro-rata refund for ground arrangements not received.

d) Cancellation by the Company

If you fail to pay the balance of the holiday price at least 10 weeks (70 days) or 6 weeks (42 days) if applicable prior to departure, the Company will treat your booking as cancelled and levy the charges set out in paragraph 3(b) above. Please refer to 2(f) for late balance payments.

If the Company is obliged to cancel your holiday in any other circumstances before departure, the Company will use its best endeavours to offer alternative arrangements at a comparable standard or will give you a full and prompt refund.

4. PRICING POLICY

a) The Company reserves the right to notify you of an increase in the brochure or advertised price before accepting your booking.

b) After a Confirmation Invoice has been issued, the price of your holiday is still subject to the possibility of surcharges in certain limited circumstances. However, a surcharge will only be levied to reflect increases in transportation costs.

Surcharges will be notified by a Supplementary Invoice sent to you (or your travel agent). The Company undertakes however, not to levy a surcharge within 10 weeks (70 days) of departure except in the following circumstance. If the Company fails to receive the balance of the holiday cost when it falls due, the Company may levy a surcharge up until 6 weeks (42 days) before departure.

c) If a surcharge would increase the total holiday price shown on your original Confirmation Invoice by 10% or more, you may cancel your booking within 14 days of the date of issue of the Supplementary Invoice and obtain a full refund of all payments made to the Company, except for holidays insurance and any amendment charges previously incurred.

d) The financial commitments offered above by the Company mean that the Company is not able to reduce holiday prices should the value of the pound strengthen.

5. THE RESPONSIBILITIES OF THE COMPANY

The Company supplies all reasonable checks to ensure that those involved in the preparation and provision of your holiday maintain appropriate standards.

The descriptions, information, and opinions given in this brochure by the Company are based on the latest information available at the time of printing. The Company is unable to accept responsibility for any losses, damages, or delays in relation to any documents in relation to your holiday sent in the post whether by the Company or otherwise.

a) Subject to paragraphs 5(c), 5(d) and 5(f) below, the Company accepts responsibility if you suffer personal injury, illness or death as a result of an activity which forms part of the holiday you book with the Company.

b) Subject to paragraphs 5(c), 5(d) and 5(f) below, in any case other than where you suffer personal injury or death, the Company accepts responsibility if the arrangements which the Company has agreed to provide are not as described in this brochure and/or your itinerary, and are not of a reasonable standard therefore being a deficiency. If there is a deficiency, the Company will, in its absolute discretion, pay you reasonable compensation taking into account your individual circumstances.

c) The Company's acceptance of liability in paragraphs 5(a) and 5(b) above does not apply where there has been no fault on the part of the Company nor any of its suppliers because the cause of the deficiency or your personal injury, illness or

death was your own fault, the action of someone unconnected with the holiday booked with the Company or one which neither the Company nor its suppliers could anticipate or avoid even exercising all due care.

d) Notwithstanding any other provisions of this clause, the Company's liability and/or the amount of compensation payable by the Company shall be limited to the overall price of the holidays detailed on the Booking Form.

e) If you suffer personal injury, illness or death or a deficiency in circumstances where the Company is not liable, the Company will nevertheless, only where appropriate and with reasonable discretion, afford initial general assistance to you through its representatives if you are in difficulty and request such assistance.

f) The Company's acceptance of liability in this clause is conditional upon you assigning to the Company all rights you may have against any third party in any way responsible for personal injury, illness, death, deficiency or difficulty in question and upon you giving your full co-operation to the Company and/or its insurers.

g) In the unlikely event that either local restrictions, illness or injury prevent the company offering the normal ski hosting service, the company shall not be liable for compensation claims.

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6. YOUR RESPONSIBILITIES

a) It is your responsibility that visas, passports, vaccinations, certificates and other health documents are in order and within the necessary validity period. It is also your responsibility to arrange comprehensive insurance cover for your tour. In the event that the Company agrees to liaise with the appropriate Consulate or Embassy in order to obtain the necessary permits or visas for your holidays, it is unable to accept responsibility for any decisions, actions, losses or delays in relation to the application or grant of such permits or visas and the consequential effect it may have on the holiday itself. The Company will not be liable for clients missing flights as a result of late check-ins, and no refunds will be given if you fail to take up any component of the holiday. No credit or refunds will be given as a result of lost or destroyed travel documents.

b) If, in the opinion of the Company, any airline pilot, captain, accommodation manager, member of Meriski senior staff or other person in authority who says you are behaving in such a manner as to cause danger, distress or annoyance to others or damage property, your holiday arrangements may be terminated by the Company or the supplier concerned. In such an event, the Company shall have no liability to you and will not be responsible for making any refunds, paying any compensation or meeting any costs or expenses you incur as a result. Furthermore, you must meet any expenses the Company incurs as a result of your behaviour.

c) The accommodation provided is for the use of those persons named on the confirmation invoice

and subletting, sharing or assignment is prohibited. Any damage or breakages in accommodation which are your responsibility must be paid for by you before you vacate the accommodation as dictated by a senior member of Meriski staff in the UK or France.

d) SECURITY: We take the issue of chalet security very seriously. However, owing to the nature of chalet holidays, the buildings may not be locked at all times. Please be aware that there will also be shared use with other guests and staff of the entrance door. We may be able to provide guests with keys to their own rooms or to the front door, but this is not always possible. You must take reasonable precautions for your own safety whilst on holiday. For example, you are advised not to walk alone at night in unlit areas and not to display jewellery or valuables and to keep all your valuable belongings with you and supervised at all times. Whilst The Company will help, The Company cannot accept responsibility for the loss of personal possessions during your travel period.

e) The company cannot except any responsibility for any flights and transfers booked independently.

7. PROBLEMS & COMPLAINTS

a) If you are unhappy with a service or facility provided in connection with your holiday, you should address your complaint immediately to the Company's local representative and, if relevant, to the supplier whose services are involved, so that the Company will have an opportunity to correct the matter during the holiday. If you fail to do so, any compensation to which you are entitled may be reduced or forfeited entirely.

b) If the problem cannot be solved locally and you wish to make a formal complaint, full details must be sent in writing within 28 days of your return from holiday.

c) In the unlikely event that the dispute cannot be resolved amicably, it can be referred to arbitration under a special independent scheme devised by the Chartered Institute of Arbitrators. The Scheme does not apply to claims over £1,500 per person or £7,500 per booking form, or claims which are solely or mainly in respect of physical injury or illness, or the consequences of such injury or illness. You must apply for arbitration under the scheme within 9 months of your return from holiday.

d) These booking conditions are governed by English Law and the parties submit to the exclusive jurisdiction of the English courts.

8. RESORT VEHICLES

In the event of bad weather, breakdown, illness, accident or priority use, the company cannot guarantee that the resort vehicle will be available to transport client/s within and between resorts. Méribel has an adequate public ski bus system. The minibus service the company operates is a gratuitous service that clients use at their own risk.

9. CHALET SECURITY PAYMENTS

The Company levies the right to take a security deposit from the group leader of the holiday. This will be in the form of credit card details taken on arrival and only levied if a senior member of Meriski staff believes that any damage has been done that would incur these charges.

10. PRIVACY STATEMENT

For the purposes of the Data Protection Act 1998 we are a Data Controller. After you make your booking we may need to collect certain personal details from you - including but not limited to names and addresses of party members, ages of the party members, credit/debit card details, dietary requirements and other special requirements. We also may need to collect and store certain personal details relating to any disability or medical condition or religious belief and pass these on to our suppliers for the purposes of providing your holiday. We would also like to store and use your personal details for future marketing purpose (for example, sending you a brochure or details of a promotion). All details you give us in connection with your booking (including those relating to any disability or medical condition or religious beliefs) will be kept but we will use only names and contact details for marketing purposes. We are entitled to assume that the party leader has been authorised by all party members to give the above consent. If you do not want us to do any of these things please let us know in writing as soon as possible. We are entitled to assume that you do not object to us doing any of these things unless you tell us otherwise in writing.

BOOKING FORM

Please complete both sides of this booking form as clearly as possible in block capitals, filling in all sections and ticking boxes as appropriate – please remember to sign it. We advise you to read our privacy statement in the brochure. When completed, please send or fax to: Meriski, First Floor, Carpenters Buildings, Carpenters Lane, Cirencester, Gloucestershire GL7 1EE. Tel: 01285 648518 Fax: 01285 651685

PARTY LEADER

Name _____
Address _____

Postcode _____
Telephone _____ E-mail _____
Mobile _____ In France _____
Next of Kin's name and contact details _____

HOLIDAY DETAILS

Chalet Name _____
Method of Travel _____ Estimated Time of Arrival _____
Arrival Date _____ Departure Date _____
Please note check in time is 3pm and check out time is 10am
No. in Party _____ No. of Adults _____
No. of Children _____ No. of Infants _____

HOW DID YOU HEAR ABOUT US?

Been Before _____ Recommendation _____
 Websearch (specify engine) _____ Other (specify) _____

Meriski is a trading name of Four Winds Holidays Ltd, Company No. 5065444, VAT No. 840297231.
Registered Address: First Floor, Carpenter's Buildings, Carpenter's Lane, Cirencester, Gloucestershire, GL7 1EE, UK.

PAYMENT DETAILS

Total Holiday Cost (including extras) _____ = £ _____
Deposit Paid _____ 25% of total accommodation = £ _____
Amount Outstanding (to be paid in full 10 weeks prior to departure) _____ = £ _____

Payment by: Bank Transfer Cheque Debit Card VISA Mastercard

Please note that credit card payments incur a 2% surcharge. Bank Transfers, cheques and debit cards do not incur a charge.

**Bank transfers are welcome directly to our account - please quote your surname as ref.
Account name - Four Winds Holidays Ltd. Sort Code: 20-38-83, Account Number: 50155144
We can also accept payments in Euros, please call us for details.**

Please make cheques payable to Four Winds Holidays Ltd.

Please charge my credit/debit card as above

Card Number

Start Date Expiry Date Issue No.

Card security number (last 3 digits on reverse of card)

Card Holder name (as on card) _____

SIGNED

I am over 18 years of age and agree to the terms and conditions of booking. I declare I am authorised by the person(s) named on this form to make this booking and accept the conditions on their behalf.

Signature _____ Date _____