

## White Marmotte Terms & Conditions: Updated 26 July 2020

All bookings are made subject to the White Marmotte (hereinafter 'White Marmotte', 'We', 'Us' or 'Our') terms and conditions specified in this document. The term 'product' refers to any bookable event sold by White Marmotte, including day hikes, multi-day hikes and courses.

White Marmotte is a trading name of Ian Huyton, registered in France as an Individual Enterprise under SIRET number: 81746607100021. The White Marmotte name and logo are registered marques, protected in France by INPI under registration number 4538319.

Ian Huyton is covered by public liability insurance with MMA IARD ASSURANCE MUTUELLES under contract number 105.630.300.

### Covid-19 policy

At the current time, and until further notice is given, all bookings are subject to White Marmotte's Covid-19 policy and procedure in addition to these terms and conditions. Where there is any discrepancy between the Covid-19 policy and these terms and conditions, the Covid-19 policy shall take precedence.

### Multi-day products including accommodation

All products with inclusive accommodation are organised by the [SERAC](#) and are bound by their conditions of sale, a copy of which can be found [here](#). Products to which this applies will be clearly indicated when booking.

### 1) Booking Procedure

By booking with White Marmotte all guests agree to be bound by these terms and conditions. It is the responsibility of each guest to read and understand the terms and conditions, and to ask questions to clarify if necessary. Bookings can be made via email or by telephone. A booking is confirmed, and a contract entered into once the 'Booking Confirmation Email' has been dispatched.

### 2) Payment

On booking with us, a non-refundable deposit is required to secure your place, this is generally 20% of the total cost of the product, but varies by product and will be explicitly stated prior to confirmation. The balance is due 8 weeks before the start date of your product. If bookings are made within 8 weeks of the start date, then the full balance is payable on confirmation. If we do not receive your full balance in time, we reserve the right to treat your booking as cancelled by you, and will be subject to the Cancellation Policy set out in clause 4.

### 3) Minimum numbers

We reserve the right to cancel a product if the minimum numbers required to run have not been reached. Once the minimum number has been reached, you will be informed that your booking is guaranteed to run. **Please do not book flights or travel until you have received confirmation that the product is guaranteed to run.**

### 4) Cancellation Policy

Cancellation by you

If you need to cancel your booking, you may do so at any time subject to the following cancellation charges:

- More than 8 weeks: deposit will not be refunded, but all other monies will be returned to you.
- 4-8 weeks: we will refund 50% of the cost of the product
- Less than 4 weeks: no refund will be issued.

#### Cancellation by us

In the unlikely event that we have to cancel a product, we reserve the right to do so. However we will not cancel a confirmed product within 8 weeks of the product departure unless we have not received your payment in full, or because we are forced to do so due to unforeseeable circumstances beyond our control. Where the product is cancelled for a reason other than your default in payment, we will refund all monies paid including the deposit. The exception to this is where circumstances amounting to 'Force Majeure' – unavoidable, unforeseeable and unusual circumstances beyond our control, occur. In such circumstances we will refund any monies not already paid to our suppliers. This is the limit of our liability to you, so please ensure your travel insurance covers you for such events (see Clause 10

Insurance)

## 5) Transferring to Another Product

If you wish to transfer to a different product after your booking has been confirmed, you must inform us as soon as possible. We will try to accommodate any requested changes, however we cannot guarantee that this will always be possible. In cases where we cannot make the transfer, you will have the choice of either continuing with the original scheduled product, or cancelling subject to the cancellation policy listed in Clause 4.

## 6) Alterations

Products may be altered by White Marmotte due to external factors such as (but not limited to) hazardous or extreme weather, safety considerations or other factors beyond the control of White Marmotte. In such cases, we reserve the right to alter the product schedule, activity or location, while staying as close as possible to the intended itinerary as safety allows. If the alteration is significant, and is made prior to the product start, you will be offered the choice of proceeding with the updated schedule, or a full refund. If a significant alteration occurs after the start of the product you will be offered the option of continuing with the altered course, or a refund in proportion to the amount of the product that has changed, for example 50% refund will be offered if the second day only of a 2 day product is significantly altered.

## 7) Medical Conditions and Fitness

Any guest with a medical or non-medical condition that may affect the guest themselves, their safety or the safety of other guests is obliged to provide White Marmotte with full details prior to confirmation. If you do not give full details, your booking may be cancelled and no refund will be due. We will do our best to accommodate a condition, however unfortunately, it is not always possible to do so, and in this event, we will not be able to confirm your booking.

By their nature, mountain products are strenuous and require some degree of fitness and technical ability. We aim to describe the physical and technical requirements for any product as accurately as possible, however it is up to you to ensure that the product is suitable for your own level. If you are in any doubt, please contact us to discuss this prior to booking. If you are unable to keep up with the group, your leader may, at their sole discretion, ask you to miss certain sections or days. In such cases, no compensation will be offered, and we will not be liable for any additional costs incurred as a result of this.

## **8) Your Responsibilities**

You agree that you will conduct yourself safely and in a manner which does not compromise the safety and enjoyment of other guests, or of the product leader. You will act with reasonable courtesy to other guests, White Marmotte staff, and all others encountered during the course of the product. You accept full responsibility for any damage or loss caused by you or your party. Anyone deemed by the product leader to be acting in a disruptive, threatening or prejudicial manner will be asked to leave the product, without any liability on White Marmotte.

You will come suitably prepared with the kit and equipment appropriate to the product you are on. Prior to the product, you will be sent a kit list. It is your responsibility to make sure you are in possession of everything on the list. If you have any trouble with this, please inform us prior to booking. We reserve the right to curtail, postpone or cancel your activities without compensation, if you are not suitably equipped.

## **9) Personal Risk**

All products are run by qualified leaders, who are responsible for the safe running of the product. However, in choosing mountain activities, you recognise that there are inherent risks and hazards associated with these activities, which may pose the risk of potential injury or even death. By booking with us, you accept and understand these risks, and you agree that you are responsible for your own actions and involvement in these activities. If you choose to engage in independent activities which are not part of the product, you agree that you undertake these entirely at your own risk.

## **10) Travel Insurance**

It is a condition of booking that all guests have adequate insurance. This should cover such events as personal injury, illness, accident risk, medical expenses and rescue & evacuation including helicopter rescue; however this list is not exhaustive and it is your responsibility to ensure that your insurance covers the activities you will be participating in. We strongly recommend that you also take out insurance to cover baggage and personal items loss and damage, and to cover the costs should you need to cancel the product with less than 8 weeks until departure. On booking, you will be asked to provide your insurance provider and policy. This must be submitted prior to joining the product. If you cannot provide your leader with your insurance details, you will be refused permission to take part in the product, and no refund will be given.

## **11) Privacy Policy**

White Marmotte are committed to protecting your personal data. We will pass on your personal details to third party suppliers where it is necessary to provide the appropriate level of service for your product. We will not use or pass on your data to a third party for any other reason, except as required by law.

## **12) Complaints**

Any complaints arising should be made firstly to the product leader. In the event that you feel that your complaint has not been appropriately dealt with, you must notify us in writing within 4 weeks of the end of your holiday.

## **13) Liability**

White Marmotte are not liable for any personal injury, death, damage to property or other loss, whether arising from accident, cancellations, delays, flight changes or any other matters beyond our control.

## **14) Promotional Images**

By making the booking, you authorise White Marmotte to use any images of you that are taken on the tour for promotional material of any kind, including publication in brochures and on the internet.