



## **GENERAL TERMS**

### **PREAMBLE**

The purpose of this Brochure (which includes the hard copy brochure, the Internet brochure and the present general terms of sale) is to inform clients of Les Maisons de Katy et Jacques® (hereinafter the "Client"), prior to signing the contract of sale (hereinafter the "Contract"), about the content of the services offered in relation with the holiday (particularly the main features of the accommodation, the location thereof, the standard of comfort and the leisure and sports activities), the price and the terms of payment, as well as the conditions of Contract cancellation or modification. However, Les Maisons de Katy et Jacques® expressly reserve the right to make changes to the information contained in the Brochure (such as the price, content of the services...) and to the opening and closing dates of the site subject to the conditions hereinafter defined.

Any addition to the present contract shall be considered by Les Maisons de Katy et Jacques® to be secondary to the present terms and shall only be applicable after formal acceptance by Les Maisons de Katy et Jacques® prior to the holiday. Acceptance of the contract by the client shall, ipso facto, carry acceptance of the present terms by the parties.

Relations between the parties to the contract shall be exclusively and first and foremost governed by the present general terms, and by articles 184 and following of the Swiss federal code of obligations.

### **1/ PACKAGES**

Les Maisons de Katy et Jacques® offers clients various 'all-inclusive' packages (hereinafter the "Package") for the holidays sold. Each of these Packages is a unique and indivisible product the contents, terms and prices of which are detailed in the descriptive pages of the Brochure. All the Packages are subject to availability.

The services offered may vary on request from our clients depending on the duration of the holiday or the number of rooms reserved, not including cancellation insurance and extra services offered.

Any price reductions indicated in the Brochure or on any other document may not be used concurrently with other price reductions or one-off special offers that may be made by Les Maisons de Katy et Jacques®.

Bookings can be made by the Internet or by telephone, and will be confirmed by e-mail or a letter; the information sent shall include confirmation of the dates of the holiday, the number of people, the all-inclusive package, the map, some useful information and the invoice.

Prices stated in the Brochure are in euros and are valid through to 28/02/2009.

## **2/ HOLIDAY**

For one week (7 days, from Saturday 3.00 p.m. to Saturday 11.00 a.m.) the holiday comprises full board throughout the stay, sports activities, the usual services provided by Les Maisons de Katy et Jacques® (entertainment, activities), party nights, alcoholic drinks, drinks at the bar, wine at meals, and transport to and from the closest station to the Champéry site.

Additional services not included in the package may be offered, such as: the hire of skiing equipment or other.

Through selective operations and subject to availability, Les Maisons de Katy et Jacques® reserve the right to offer holidays lasting less than one week. Such offers shall be subject to special terms, particularly regarding the price.

## **3/ TERMS OF PAYMENT**

The reservation shall only be considered firm upon receipt by Les Maisons de Katy et Jacques® of full payment of the price from the client on the dates indicated below.

Holidays can be paid for by bankcard (secured payment on the Internet), by transfer or by cheque, and Les Maisons de Katy et Jacques® agree to debit the client's account according to the terms stipulated herein.

A deposit of 30% of the total price of the Package is payable for any booking made no less than 30 days before the date of arrival (date not included). The balance must be settled no less than 30 days prior to the date of arrival, for which no reminder shall be sent to the client by Les Maisons de Katy et Jacques®. For bookings made less than 30 days prior to arrival, the full price of the Package must be paid.

Should the client fail to make payments at the times indicated above (due to insolvency, payment refused, etc.), Les Maisons de Katy et Jacques® reserve the right to recover the amounts in question by any means or to simply cancel the client's booking in which case any amounts already paid to Les Maisons de Katy et Jacques® as deposits shall be withheld by the same.

## **4/ CANCELLATION AND MODIFICATIONS BY THE CLIENT**

Without prejudice to the fact that full payment of the Package is due 30 days prior to departure, the Client may change the terms of his reservation at no extra cost, subject to availability and to the following cumulative conditions:

- (I) no change to the date of arrival and of departure and,
- (II) no change to the destination and,
- (III) no change to the holiday or trip save a possible increase in the number of people and/or request for additional services (examples: a course, supervision of children).

If one of these conditions is not met, fees will be charged to the Client for the change on the following basis and a new Contract will be drawn up: - 30 days and more prior to the date of arrival (date not included): €20 per person; - from 29 to 22 days prior to the date of arrival (date not included) : €50 per person; - from 21 to 15 days prior to the date of arrival (date not included): 30% of the total price of the Package; - from 14 to 8 days prior to the date of arrival (date not included): 80% of the total price of the Package; - less than 8 days of the date of arrival (date not included): 100% of the total price of the Package.

If the booking of the Package is simply cancelled by the Client, Les Maisons de Katy et Jacques® shall refund monies already paid (save Acts of God or force majeure), minus the amounts withheld by way of cancellation penalties on the following basis: - 30 days and more prior to the date of arrival (date not included): €20 per person; - from 29 to 22 days prior to the date of arrival (date not included) : the 30% deposit shall be withheld by Les Maisons de Katy et Jacques®; - from 21 to 15 days prior to the date of arrival (date not included): 50% of the total price of the Package; - from 14 to 8 days prior to the date of arrival (date not included): 80% of the total price of the Package; - less than 8 days of the date of arrival (date not included): 100% of the total price of the Package.

The date used to calculate the cancellation penalties due pursuant to the above provisions shall be the date of issue of the registered Letter with acknowledgement of receipt, as attested by date on postmark.

#### **5 / TRANSFER OF THE CONTRACT**

The Client may transfer his Contract if the assignee meets the same conditions as him to use the Package (in particular, it must be the same Package, the same type of accommodation, the same number of people and children must be within the same age bracket, etc.). If such is the case, the assigning Client must advise Les Maisons de Katy et Jacques® by registered Letter with acknowledgement of receipt no later than 7 days prior to the start of the Package in question indicating the surname, first name and address of the assignee and the clients of the Package and providing proof that the latter strictly meet the same conditions as him to use said Package.

#### **6/ CANCELLATIONS BY LES MAISONS DE KATY ET JACQUES®**

Supply of the Package is subject to a minimum number of clients, and the lack of clients shall be a valid cause for Les Maisons de Katy et Jacques® to cancel the Package without owing any compensation to the client as a result.

In such a case, Les Maisons de Katy et Jacques® shall inform the client of the cancellation by registered Letter with acknowledgement of receipt no less than 21 days prior to the date of departure (date not included).

If, prior to departure, Les Maisons de Katy et Jacques® is required to simply cancel the Package chosen by the CLIENT, the latter will be offered a replacement, subject to availability. The CLIENT shall be informed of the cancellation of his Package and the new Packages offered to replace the same by registered Letter with acknowledgement of receipt as soon as possible after the occurrence of the causes having led to the cancellation of the Package in question. If the CLIENT informs Les Maisons de Katy et Jacques® that he refuses the replacement Package by registered Letter with acknowledgement of receipt within 7 days of receiving notification from Les Maisons de Katy et Jacques®, the CLIENT shall receive, immediately after Les Maisons de Katy et Jacques® have received the registered Letter with AR from the CLIENT, a full refund of all monies paid, as well as compensation equal to the penalty he would have paid if he had cancelled on the same date. Failing a reply from the CLIENT in the above-mentioned conditions and times, the CLIENT shall be deemed to have accepted the replacement Package, and the corresponding price shall remain payable to Les Maisons de Katy et Jacques®

## **7/ LIABILITY**

Under no circumstances shall Les Maisons de Katy et Jacques® be held liable for force majeure circumstances, for third parties foreign to the supply of the services stipulated in the Contract or for the poor performance of the Contract attributable to the CLIENT. It is further specified that any services chosen on the CLIENT'S sole initiative shall, in all cases, be the sole responsibility of the independent service providers in charge of organising the same.

As the notion of third-party liability (accident, incident, theft) varies from one country to another depending on the applicable legislation, Les Maisons de Katy et Jacques® strongly advise CLIENTS to take out individual insurance. Les Maisons de Katy et Jacques® further recommend that they do not leave any valuable objects, cash, jewellery, cameras, camcorders, keys or ID in the luggage left in the care of carriers, and recommend travelling with fully sealed and locked luggage.

## **8/ COMPLAINTS**

Complaints about the Package must be sent by the Client by registered Letter with acknowledgement of receipt no later than 30 days after the end of the holiday to the following address: Les Maisons de Katy et Jacques®, Avenue Mon-Repos, 30 – CH-1005 Lausanne. After that time, no complaints shall be accepted. Complaints involving damage insurance or the third-party liability of Les Maisons de Katy et Jacques® shall only be accepted if a declaration has been made to the management service of the site prior to departure there from, with the Site manager.

## **9/ RESERVATIONS**

Les Maisons de Katy et Jacques® would like to inform CLIENTS that no bookings can be made for children under the age of 18 unless they are accompanied by a responsible adult who shall look after the child throughout the holiday (hereinafter the “Accompanying Adult”), whether in France or abroad. If the Accompanying Adult is a person other than the parents of the child (or the legal guardian) or is one of the parents alone (if parents are divorced or separated), the Accompanying Adult must, in this case, obtain the following documents on behalf of the child in question and, as necessary, any visa and vaccination certificates also required for the destination country: • authorisation to leave the country issued by the Police in the child's hometown in the presence of the father, the mother or the legal guardian; • a written authorisation from the child's father, mother or legal guardian specifying the conditions wherein the Accompanying Adult shall have custody of and responsibility for the child during the holiday

## **10/ INSURANCE**

Les Maisons de Katy et Jacques® advise Clients to take out suitable insurance.