

Cosywalnut Ltd, Trading as White Stripe Mountain Lodge

Terms & Conditions

Cosywalnut Ltd (Company Number 08631994), registered office 1-3 Leonard St, London, EC2A 4AQ, United Kingdom, trading as White Stripe Mountain Lodge is the "Organiser" of your holiday. The Organiser of your holiday is responsible for organising the accommodation and other parts of the holiday.

"Group Leader" means you, the guest who buys or agrees to buy the holiday or any guest on whose behalf you agree to purchase the holiday and who is listed on the Confirmation Invoice or any other guest to whom you transfer a holiday that you have bought. You must be at least 18 and must be authorised to make the booking on basis of these Terms and Conditions by all the guests named in the booking. You are responsible for making all payments due to us, the Organiser.

1. THE CONTRACT

(a) Bookings can be made by email or over the phone. A booking is confirmed when the deposit is paid and not before.

(b) We expect all guests to be considerate to other people. If in our reasonable opinion or in the reasonable opinion of any other guest in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the guest(s) concerned. In this situation, the guest(s) concerned will be required to leave the chalet. We will have no further responsibility toward such guest(s). No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. Further, where, as a result of the Group Leader's actions the chalet in which the Group Leader is staying is damaged; the Group Leader, hereby agrees to indemnify the Organiser against any claim (including legal costs) made against the Organiser in relation to the occurrence of such incidents.

(c) Our holidays are not packages and do not form part of this holiday contract nor are they governed by the Package Holidays and Travel Trade Act 1995/the Package Travel Regulations 1992.

2. PAYMENT & CANCELLATION CHARGES

The holiday must be paid for in full 8 weeks before the scheduled date of departure. If the full payment has not been settled on the balance due date of the holiday, the Organiser shall have the option to cancel the holiday. If the Organiser exercises that option, or if the Group Leader cancels the holiday (which cancellation must be notified in writing to the Organiser), the following cancellation charges are payable by you:

CANCELLATION BY YOU: Should you or any member of your party need to cancel all or part of your holiday once it has been confirmed, the party leader must immediately advise us in writing or by email. Your notice of cancellation will only be effective when it is received by us. We reserve the

right to utilise unoccupied beds. If you or any member of your party cancel the holiday, the following charges shall be payable by you.

As we incur costs from the time we confirm your booking and may be unable to re-sell your holiday, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the guest(s) cancelling excluding insurance premiums and any amendment/cancellation charges which have already been incurred. Insurance premiums and amendment/cancellation charges are not refundable in the event of the guest(s) to whom they apply cancelling.

- Up to 12 weeks prior to arrival, any deposit will be forfeited.
- Within 12 weeks of arrival, the greater of any deposit or 25% of the cost of the holiday is forfeited.
- Within 8 weeks of arrival, the greater of any deposit or 50% of the cost of the holiday is forfeited.
- Within 4 weeks of arrival, 100% of the cost of the holiday is forfeited.

All cancellation charges apply to each guest covered by a booking.

3. SUBSTITUTION

(a) Where the Group Leader is prevented from proceeding with the holiday, they may transfer their booking, having first given the Organiser or Retailer two weeks' notice in writing of their intention to do so before the arrival date. The transferee of the Group Leader must accept these Terms and Conditions and comply with any other requirements of the Organiser applicable to the holiday.

(b) A Group Leader who transfers a holiday booking shall be jointly and severally liable with the transferee to the Organiser or Retailer for payment of any balance due in respect of the package.

4. ALTERATION BY THE GROUP LEADER

If after acceptance by the Organiser, a Group Leader wishes to alter a holiday, the Organiser may do so, at its discretion. A request for alteration must be made by email or letter.

5. GUESTS WITH SPECIAL NEEDS

It's the Group Leader's responsibility to tell the Organiser of any medical condition or disability of a member of his party which may be relevant. Group Leaders are required to advise the organiser by email of any special requirements which they may have as a consequence of any medical condition or disability. The Organiser cannot accept liability for the unsuitability of any holiday where the Group Leader fails to advise the Organiser. The Organiser reserves the right to decline to provide a holiday for a guest with special needs where in the Organiser's opinion that holiday would be inconsistent with those special needs.

6. SPECIAL REQUESTS

Special requests (for example ground floor accommodation) should be communicated by the Group Leader by email at the time of making the booking and The Organiser shall use reasonable endeavours to fulfil such requests. These requests do not form part of the contract and the Organiser accepts no liability for failure to comply with a special request.

7. ALTERATION / CANCELLATION BY THE ORGANISER

Without prejudice to your statutory rights:

(a) The Organiser reserves the right to alter, change, curtail or cancel a holiday.

(b) If as a consequence of “force majeure” (as hereinafter defined in subparagraph (e) of this clause), the Organiser is obliged to curtail, alter, extend or cancel a holiday, the Group Leader shall not be at liberty to maintain a claim for compensation or otherwise for any loss arising as a consequence of the said curtailment, alteration, extension or cancellation of the holiday. Very rarely, we may be forced, due to force majeure (please see subparagraph (e) of this clause) to change or terminate your holiday after arrival but before the scheduled end of your time away. This is extremely unlikely, but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

(d) If prior to the time of arrival there is a cancellation, or a major change, the Organiser shall, if practicable, offer an alternative comparable holiday of at least similar standard or shall refund the Group Leader all monies paid.

Unless within 7 days of issue of the offer of an alternative holiday, it is accepted by the Group Leader by email, the Organiser shall assume that the Group Leader has declined such offer and the Group Leader shall only be entitled to return of the payment made.

(e) In these Terms and Conditions, the term “force majeure” means unusual and unforeseeable circumstances beyond the control of the Organiser, the Retailer or other supplier of services, the consequences of which could not have been avoided even if all due care had been exercised or an event which the Organiser, the Retailer or the supplier of services, even with all due care, could not foresee or forestall. It includes Acts of God, natural disasters, adverse weather conditions, fire, riots, acts of war, terrorism, civil commotion exercise of legislative, municipal, military or other authority, strikes, industrial action, insolvency or default of any carrier or service supplier connected with a holiday, fraud perpetrated against the Organiser or any other reason beyond the control of the Organiser.

8. INSURANCE

Medical costs abroad: It is essential that you have adequate medical insurance and that you carry a copy of your insurance policy with you. If you have a medical bill whilst on holiday it is common practice to pay the entire bill in resort.

9. PRICE VARIATION

Whilst we endeavour to maintain advertised prices, we reserve the right to increase or decrease them at any time after publication for any reason (including because our costs may have changed since those prices were calculated). We also have the right to correct errors. The current prices of our holidays are shown on our website and are available by telephoning us. Please ensure you have checked the price of any holiday you are interested in before making your booking.

10. GROUP LEADERS' RESPONSIBILITIES

The Group Leader shall check the invoice immediately it is provided. If the Group Leader considers any document is incorrect or has any query in relation to the contents they should immediately notify the Organiser of their concern and the Organiser will respond as soon as possible.

11. EXCURSIONS, ACTIVITIES AND WEBSITE INFORMATION:

The information contained on our website is correct to the best of our knowledge at the time the website went live. We may provide you with information (on our website and/or when you are on holiday) about activities which are available in the area. We have no involvement in any such activities which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions. We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the resorts/area you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities mentioned on our website which are not part of our contract are vital to the enjoyment of your holiday, tell us immediately and we will tell you the latest known situation. If we become aware of any material alterations to resort/area information and/or such outside activities which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

Where we make or take any booking in resort for or from you in respect of any activity available in resort we do so solely as booking agent. This is the case regardless of whether the activity or excursion is advertised or mentioned on our website, in resort, on our Facebook page or elsewhere. Your contract for any such activity or excursion will be with the supplier or operator of that activity. We have no liability for any such activity or for any act(s) or omission(s) of the supplier or operator or for any of its/their employees or agents or any other guest(s) connected with the activity or excursion. If we are found liable in any respect for any such activity (for example in our capacity as booking agent), that liability is limited to the cost of the particular activity or excursion concerned.

12. COMPLAINTS

(a) If the Group Leader wishes to make a complaint in relation to a holiday, they must immediately inform the Organiser. If the Group Leader fails to comply with such requirement, the Organiser shall be entitled to recover the cost from the Group Leader of any additional expense incurred by it in carrying out any subsequent investigation of a complaint which is found to be unjustified.

(b) The Group Leader shall be obliged to notify the Organiser in writing of any complaint within 28 days of departure or termination of the holiday whichever is the earlier.

13. GOVERNING LAW & JURISDICTION

English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any injury) which arises between us must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).