

White Room Mountain Biking is a trading name of The White Room SARL. The following conditions form the basis of your Holiday Contract with The White Room. They set out our respective rights and obligations and you should therefore read them carefully.



1. Payment. Payment can be made either through our card payment provider or by bank transfer to our French (euro) account. Please note that if you are booking within 8 (eight) weeks of your departure date you must send us payment for the full cost of the holiday. If booking further in advance, you have the option to pay a 25% deposit at the time of booking, with the balance due 8 weeks before arrival. All holidays are priced in Euros.
2. No contract exists between us until you have made your deposit payment. All conditions are binding on us both. The person making the booking not only guarantees payment to us of the total cost of the holiday booked but does so on behalf of, and with the consent of, all persons for whom the booking is completed.
3. Full payment of your balance as given in your confirmation of booking must be paid by the date shown. Failure to make this payment by the due date will constitute a breach of the contract and The White Room reserves the right to cancel the booking and levy cancellation charges as detailed in point 5 below.
4. Cancellation or Alteration. You may, by notice in writing, cancel your booking at any time. In the event of cancellation after the booking has been confirmed by us, the following cancellation charges are payable:
 - Cancellation 9 weeks or more prior to departure = loss of deposit
 - Cancellation 0-8 weeks prior to departure = 100% of the total cost of the holiday
5. We will attempt to comply with any reasonable request for an amendment to a booking made after the booking has been confirmed, but cannot undertake that we will do so. Additional charges may be made as necessary to cover the costs of any amendment.
6. We reserve the right to cancel any holiday or make alterations to any element of the holiday whenever we encounter circumstances beyond our control amounting to force majeure.
7. We reserve the right, after the date that payment of the balance becomes due, to cancel any holiday or make alterations to any element of the holiday (without prejudice to our other rights) if you default in payment of the balance of the price due.
8. If we cancel or make any material alteration to the holiday, we will inform you as soon as is reasonably practicable and will offer you, in the case of alteration, the choice of accepting the alteration, which must be of comparable standard, if available, or in either case, a prompt and full refund of all money paid.
9. Insurance. You must be adequately insured for your holiday. It is your responsibility to ensure the insurance cover you purchase is suitable and adequate for your particular requirements. You indemnify The White Room

- against all costs, liabilities and losses that would be covered by an adequate insurance policy.
10. The cost of your holiday. Once your booking has been confirmed, we will guarantee not to surcharge any existing booked arrangements, except for those changed by you. We reserve the right to increase or decrease the prices of unsold arrangements at any time before your booking is confirmed. Costs charged by carriers with whom you have a separate contract (even if it is arranged by us) may be subject to surcharges.
 11. Liability. We accept liability to you in the event that the services which we contract to provide are deficient or not of reasonable standard. Compensation will be limited to the invoice cost of that part of the contract which is deficient or not of reasonable standard.
 12. We accept responsibility where one suffers death, bodily injury or illness for the negligent (as the word is understood in English law) acts or omissions of our employees and representatives.
 13. Please note that we cannot be held responsible for the consequences of your actions should you choose to ignore the advice given to you by any The White Room employee or representative.
 14. Mountain Bike Guiding. By booking your holiday, you acknowledge that mountain biking is a hazardous activity and that the possibility of serious injury or death can never be completely eliminated. You indemnify and irrevocably and forever release and waive all rights and recourse against The White Room SARL and their respective subsidiaries, licensees, successors, related and affiliated companies and their officers, directors, employees, contractors, licensees, agents, representatives and assigns, from and against any and all claims, demands, payments, proceedings, judgements, settlements, awards, expenses (including without limitation, legal fees and costs) damages, losses, costs, illness, delay or other liabilities (other than a claim for negligence in the case of death or personal injury) which you or your heirs, executors, administrators or personal representatives now have or hereafter can, shall, or may have against any of the above-named entities arising in connection with the program, or any breach of the terms of this agreement. You voluntarily accept the legal risk, thereby expressly giving up any right of action and accept the physical risk arising from all liability whether such liability arises in contract, by reason of negligence (other than in the case of liability for death or personal injury) or by reason of breach of duty raised by statute, or in any other manner whatsoever.
 15. I consent that images and video footage may be taken before during or after the activity and may be used for marketing purposes by The White Room SARL.
 16. Instruction. All of our mountain-bike guides are fully-qualified to guide and instruct in France and hold appropriate professional indemnity insurance. Copies of our guides' certification are available at the chalet or on request.
 17. Behaviour. You shall indemnify us in respect of all and any claims made against The White Room as a result of damage caused to the chalet or its contents by you. All damage and breakages will be charged to you and must be paid for before departure from the chalet.
 18. If, in our opinion or in the opinion of any other person in authority, you or any member of your party behave in such a way as to cause or are likely to cause distress, danger or annoyance to any third party (including other guests and

- staff) or damage to property, we reserve the right to terminate the holiday of the person concerned without notice. In this situation, our responsibilities towards that person (including any return transport arrangements) will immediately cease and we will not be responsible for meeting any costs or expenses they may incur as a result. We will not make any refunds or pay any compensation to the individual involved or to members of his/her party or associates wishing to curtail their holiday as a result.
19. Arrival and departure times from the chalet. On arrival and departure dates we carry out a thorough chalet clean and preparation. Guests will be able to access their rooms in the chalets at 4pm on the day of their arrival. They will be required to vacate the chalet at 10am on their day of departure. We will provide room for luggage storage during the day and a place to change if possible.
 20. We have a restaurant licence for the chalet kitchen that requires us to maintain a high level of hygiene in the chalet at all times. We are unable to allow you or any of your party to use the facilities of the kitchen at any time and it is a condition of your booking that you agree to this on behalf of everyone in your party.
 21. We will make arrangements to transfer guests to Bourg Saint Maurice in reasonable time for their onward transport if required. In the event that the transfer that we provide to Bourg Saint Maurice is delayed, leading to guests missing their onward transport, we will not be liable for any resulting costs unless we have been negligent in trying to provide a timely transfer.
 22. We will make arrangements to transfer summer guests to Geneva Airport in reasonable time for their onward transport. In the event that the transfer that we provide to Geneva is delayed, leading to guests missing their onward transport, we will not be liable for any resulting costs unless we have been negligent in trying to provide a timely transfer.
 23. Visas. United Kingdom nationals do not need a visa for France. A full passport is necessary.
 24. The White Room reserve the right to refuse to accept a reservation without having to disclose a reason.
 25. Law & Jurisdiction. These conditions form a contract between us which will be construed in accordance with French law and it is agreed between us that each will submit to the jurisdiction of the French Courts.

Last updated 11 May 2022.