

MGS SKI Terms & Conditions

The following Terms and Conditions are intended to be useful and offer clarification. When you finalise your booking with MGS Ski Ltd, you are confirming you agree with our Terms and Conditions, so please take a few minutes to read through these and contact us immediately if there are problems.

The Party Leader

The person who books the holiday with MGS must be at least 18 years of age and will be exclusively liable for the booking, even for all other persons he/she includes in the booking. The party leader is responsible for passing on information to others in the group and for also for notifying MGS of any personal requirements such as reduced mobility or specific special needs.

Contact details

You can contact MGS by e-mail (skimajor@aol.com or info@mgsski.com) or by phone (0800 689 4135).

When you book with MGS, all documents such as quotes will be sent to you, the Party Leader, by email. We will use the email address you have given us at the time of booking. We assume that this address is correct and that you check it regularly. MGS cannot be held responsible if we have sent emails to you and you fail to receive them (due to a full inbox, spam filter or misspelling of email address). It is also essential that you provide a mobile number so we can contact you while you are on holiday. We will only contact you in an emergency, or to keep you updated with any necessary information relating to your arrival/departure, lessons, group ski, restaurant bookings.

Making a booking

After contacting MGS by e-mail or phone to make an enquiry, you will receive a written quote by e-mail.

This quote will give a total figure including accommodation, lift passes, ski equipment and – where appropriate – airport transfers. There may be changes required to the initial quote according to individual needs, but once the total cost is agreed between MGS and the Party Leader, a 30% non-refundable deposit is required, to be paid by debit card or BACS transfer. All details required to make the payment are indicated on the quote.

In accepting the quote and paying the 30% deposit, you agree to be bound by these Terms and Conditions.

Confirmation of a booking

Once a 30% non-refundable deposit has been received, MGS will issue a Booking Confirmation detailing what is included and the date of a Final Payment to cover the balance of the holiday (normally 8 weeks before the date of arrival in Val Cenis). The Party Leader must check the Confirmation carefully and inform MGS of any changes needed.

For bookings made 'last minute', within 8 weeks of the arrival date, the Final Payment due date will be agreed between the Party Leader and MGS.

If there are changes to the booking after the deposit has been paid, the Party Leader must contact MGS before the Final Payment, appropriate adjustments will be made to the total cost and a new Booking Confirmation issued.

Final Payment

MGS will send the Party Leader an e-mail reminding him or her of the date the Final Payment is due.

If the Final Payment is not received by this date a further e-mail will be sent as a final reminder and if there is no payment by the date indicated in this, we reserve the right to cancel your contract with us and the 30% deposit paid will not be refunded.

Cancellations

If you need to cancel your holiday, our cancellation charges (outlined below and on our website <https://www.mgsski.com/booking/>) will apply.

These are based on how many days before departure MGS SKI receives written cancellation. These are a percentage of client costs to MGS for accommodation, equipment, and lift passes. Insurance and travel payments would involve other companies. Costs for ESF ski school would involve claims through the ESF.

NUMBER OF DAYS	CHARGE
More than 42	30% deposit
29 – 42 days	50%
7 – 28 days	90%
0 – 6 days	100%

Insurance

Clients should purchase appropriate travel insurance, including winter sports. This should include cover for medical expenses, repatriation, and on mountain rescue, lost or stolen personal possessions, damage to hire equipment etc.

Those wishing to ski off-piste must ensure they have appropriate insurance cover and safety equipment.

The level of insurance against cancellation because of Covid will vary greatly according to the policy, but clients should ensure they have cover against cancellation due to other reasons such as injury or ill health for example.

MGS will ask for confirmation from the Party Leader that all members of the group are adequately insured and may ask to see appropriate documents if necessary.

Accommodation

We are offering self-catered accommodation only.

On the day of arrival, you can usually enter your apartment from 4.00pm onwards. On the day of departure, you must leave the apartment by 10.00am and in certain cases by 9.00am, the time being indicated on the Booking Confirmation.

Normally apartment details are sent with the initial quote. These are intended to be as helpful as possible, and include photos largely provided by the owners or agencies involved. Owners do decorate and change furniture or fittings.

Although there will not be any major differences to the details sent with the quote - such as fewer beds or no balcony for example - there may be variations for which MGS cannot be responsible. Some details indicate 'typical' interiors where real images are not available, but the general layout is indicated by the floorplan included.

On arrival, any problems with the apartment should be reported straight away to the MGS office so that appropriate remedial action can be taken. We make every effort to ensure everything in the apartment is as it should be, but if an issue does arise, providing we are told immediately we undertake to sort it out within the smallest delay possible.

On arrival in the apartment there will be a plastic map of the village, on the reverse of which is a description of how MGS expect the apartment to be left. This has never been a problem; MGS clients invariably leave accommodation perfectly well.

Once clients have left the apartment on the day of departure, the accommodation is then prepared for the next group, usually arriving later the same day. This involves cleaning and putting fresh sheets into the apartment, plus lift passes and any details of bookings for restaurants and so on.

In terms of bedding, whether the apartment has duvets or blankets, the sheets provided are fresh from the laundry and untouched apart from when put in the apartment by MGS staff.

If you have any specific requests concerning the preparation or bedding in your apartment, contact MGS on skimajor@aol.com or info@mgsski.com prior to your arrival. Please remember, towels and tea towels are not provided.

Group Skiing

Afternoon group skiing sessions as described on the website (www.mgsski.com) are one of the most popular and enjoyable features of an MGS holiday.

Each group is led by an ESF instructor and clients participate entirely at their own risk.

MGS Ski Ltd shall not be held responsible for accidents or injuries occurring during the group skiing sessions.

Smoking

All accommodation is strictly no smoking.

Pets

Pets are not allowed in apartments unless a specific request has been made to MGS who agree to this following consultation with the owner or agency involved.

Security of Personal Items

Clients are responsible for the safety of personal possessions, equipment, and documents. MGS shall not be responsible if they are lost or stolen, and suitable travel insurance should be in place to cover such items.

Unsatisfied or Complaints

MGS is a small business depending on repeat business and word of mouth recommendation. We genuinely try to provide the best personal service and aim to make your holiday as enjoyable as possible.

In the event of a problem during the holiday, clients should immediately report the issue to resort staff. Staff are on hand in the ski shop during ski fit on the day of arrival, on the first morning of lessons when introducing clients to instructors and evening visits on Sunday, Tuesday, and Friday. Furthermore, MGS staff are available each morning in the resort office, on the mountain before afternoon skiing and afterwards for a social après-ski. There is no reason why a problem or complaint cannot be transmitted to MGS during the holiday, where it will be dealt with, and a solution found. Any client still unhappy should lodge their complaint in writing to MGS during their holiday and then with appropriate agencies, where it can be dealt with under English law.

MGS Ski Ltd Privacy Policy

Our contact details

- Name: MGS Ski Ltd
- Address: 5 Place de l'Eglise, Lanslevillard 73480 France
- Phone Number: 0800 689 4135
- E-mail: skimajor@aol.com or info@mgsski.com

The type of personal information we collect to handle your booking and requests

We currently collect and process the following information:

- Name, email address, and contact number of the Party Leader.
- Names and ages of those skiing for the lift pass office.
- Names and birthdates for those who are booking ski lessons/childcare with the ESF.
- Flight details and contact number for those who have booked a transfer.

How we get the personal information and why we have it

The personal information we process is provided to us directly by you for one of the following reasons:

- Name, email address and contact number are primarily for communication purposes between MGS and you during your holiday booking process.
- Whilst in resort, we will only contact you in an emergency, or to keep you updated with any necessary information relating to your arrival/departure, lessons, group ski, restaurant bookings.
- Where necessary (restaurant bookings/ski school lessons/childcare/airport transfer/taxi bookings), we will share your name/email address/contact number to the relevant organisations, as they require this information to process your requests.
- After the season, we may contact you by email with the following season's prices and offers.

We also receive personal information indirectly, from the following sources in the following scenarios:

- The group leader of a booking will need to provide the names and ages of those in the booked group who are skiing for us to order lift passes (these are necessary for the lift pass office to be sure they order the correct lift passes for each individual, as there are different age categories).
- The group leader of a booking will need to provide the birthdates for those who are booking ski lessons/childcare with the ESF (these are necessary for the ESF's insurance purposes).

As mentioned above, we will share the relevant information with:

- Local restaurants, if you have requested us to make restaurant bookings on your behalf.
- ESF, if you have requested ski lessons.
- Maison des Enfants, if you have requested childcare.
- Transalpes, if you have requested airport transfers.
- Local taxi companies, if you have requested us to make taxi bookings on your behalf.

Under the UK General Data Protection Regulation (UK GDPR), the lawful bases we rely on for processing this information are:

(a) **Your consent.** You are able to remove your consent at any time. You can do this by contacting info@mgsski.com.

(b) **We have a contractual obligation** (between you and us to book your holiday).

(c) **We have a vital interest** (we must be able to contact you in case of an emergency on the mountain).

How we store your personal information

Your information is securely stored. We keep the name, email address and contact number of the Party Leader who has made the booking securely on our system, unless you ask us not to.

Information provided in the Client Order Form (names/ages for lift passes and flight details for the airport transfers) is deleted permanently from our system at the end of every season.

Information provided in Lesson Request and Childcare Request forms (names/birthdates/email address/contact number) is deleted permanently from our system at the end of every season.

Your data protection rights

Under data protection law, you have rights including:

Your right of access - You have the right to ask us for copies of your personal information.

Your right to rectification - You have the right to ask us to rectify personal information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.

Your right to erasure - You have the right to ask us to erase your personal information in certain circumstances.

Your right to restriction of processing - You have the right to ask us to restrict the processing of your personal information in certain circumstances.

Your right to object to processing - You have the the right to object to the processing of your personal information in certain circumstances.

Your right to data portability - You have the right to ask that we transfer the personal information you gave us to another organisation, or to you, in certain circumstances.

You are not required to pay any charge for exercising your rights. If you make a request, we have one month to respond to you. Please contact us at info@mgsski.com or call us on 0800 689 4135 if you wish to make a request.

How to complain

If you have any concerns about our use of your personal information, you can make a complaint to us at info@mgsski.com or call us on 0800 689 4135. You can also complain to the ICO if you are unhappy with how we have used your data. The ICO's address:

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire

SK9 5AF

Helpline number: 0303 123 1113 - ICO website: <https://www.ico.org.uk>