



Booking Conditions

1. Procedure for booking

A booking is made between Amazon Creek Management Limited (“Amazon Creek”, “we” or “us”) and the signatory of your booking application who must be over 18 years of age (“you”) and covers you and any member of your party (the “group”). All correspondence to Amazon Creek is to be addressed in writing to: Amazon Creek Management Limited, 2 Netherton Road, Appleton, Abingdon, Oxfordshire, OX13 5JX, England.

2. Payment

If you are interested in booking a chalet, villa or yacht, please contact us on +44 (0) 1865 865 456 to confirm the price and discuss your requirements. We will endeavor to hold your reservation for 48 hours until the deposit is received, however we reserve the right to accept another booking for the same property up until a deposit is received.

To book, you are required to pay:

- (i) a deposit of 20% of the cost at least 57 days prior to the date of your departure (“departure date”) and the balance of 80% at least 56 days prior to your departure date; or
- (ii) if you are booking less than 56 days prior to your departure date you are required to pay 100% of the cost of your booking.

Once payment has been received in accordance with clause 2(b) you will be sent an initial booking confirmation and a final booking confirmation (together the “Booking Confirmation”).

All payments will be deemed to be received on the date that cleared funds are received by us.

All prices are per person per week based upon full chalet, villa or yacht occupancy unless otherwise agreed. Full chalet, villa or yacht occupancy is set out for the respective property or yacht on our website, in our fact sheets and unless otherwise agreed to be increased or decreased, is the number of persons permitted to stay in the property and be catered for (if the booking is a catered vacation) during your booking.

All prices are inclusive of the matters listed under the 'What's Included' section of the website under the relevant property. Any additional costs or expenses are separately covered – see clause 10.

All prices are in Pounds Sterling. Any ancillary purchases incurred on your behalf pursuant to clause 11 are charged on a cost basis and shall be payable in Pounds Sterling (if applicable, converted from the local rate using the foreign exchange rate applicable on the date that the invoice is rendered).

A charge of 2.5% is levied on all credit card payments to cover the credit card charges; no charges are levied on debit card payments.

3. Variations by you

Before departure: any change to dates or chosen property which are made:

- at least 56 days prior to departure will be accepted by Amazon Creek without charge, subject to availability;
- less than 56 days before your departure date will be deemed a full cancellation and the provisions of clause 4 will apply.
- After departure: no variations to your booking are permitted.

You shall be liable for any other costs incurred in making a variation including relating to your flights and transfers, and you agree to indemnify Amazon Creek for all reasonable expenses incurred by Amazon Creek in making a variation.

4. Cancellations by you

a) Any cancellation will be refunded as shown below:

- More than 56 days before departure: 75% refunded
- 56-29 days before departure: 50% refunded
- 28-0 days before departure: 0% refunded

b) You shall be responsible for all any losses incurred as a result of cancelling your flights or transfers.

5. Variations and Cancellations by Amazon Creek

a) We reserve the right to advise you of a change to your booking both before and after you have received your Booking Confirmation.

b) A variation made prior to your departure which is either a change to the dates of your booking or a change to move your booking to a property which is of a lower standard gives

you the right to either (i) cancel the booking; or (ii) continue with the booking; or (iii) move to a different date or property to that offered originally.

c) In case of a variation pursuant to clause 5(b) where you elect to cancel the booking:

(i) where such variation is made prior to departure we will pay you compensation per property as follows:

- More than 56 days before departure: £200
- 56-15 days before departure: £400
- 14-0 days before departure: £800

(ii) where such variation is made after departure, Amazon Creek will pay you a pro-rata refund for any part of your booking which, due to a variation made by Amazon Creek cannot be taken.

d) In all cases, Amazon Creek reserves the right to cancel your booking for the dates you have reserved. This is extremely unlikely, but should this event occur you will be fully refunded for any deposit actually paid by you and compensated as set out in clause 5(c) if such cancellation has occurred as a result of action by Amazon Creek and its employees.

e) If you fail to pay the balance of the booking price or other costs before the due dates for such payment, we reserve the right to cancel your booking in full with no refund to you and you will forfeit any deposit paid.

f) Please note that Amazon Creek shall not be liable for any other variations not specified in clause 5(b) or for any expenses, costs, losses or damages incurred by you either directly or indirectly as a result of any variation or cancellation.

g) Notwithstanding the generality of clause 5(f), Amazon Creek shall not be liable in any way and shall not be liable for any refund or compensation, including pursuant to clause 5(c) or 5(d), should Amazon Creek be forced to amend to cancel your holiday due to circumstances resulting to force majeure. Such circumstances shall include, but are not limited to, strike, lock-out or other industrial disruption, war or threat of war, riot, civil strife, terrorism, explosion, natural disasters, fire, radioactivity, technical problems, adverse weather, governmental action and similar events beyond our control.

6. Your responsibilities

a) You are required to treat the property and its contents and all other Amazon Creek goods with care and respect. Amazon Creek will be entitled to recover in full the cost of any damage to any property, contents and goods caused by any member of your group during your stay. A member of your group will be requested to provide valid credit card details on arrival as security against any costs or expenses that Amazon Creek may incur as a result of any damage or loss arising from your conduct as reasonably determined by Amazon Creek.

b) Behaviour deemed unacceptable by Amazon Creek, in its sole discretion, will result in the termination of your holiday and you shall be required to vacate the property immediately at your own cost. You shall have no right to any refund or compensation pursuant to clause 5 or in respect of any expenses incurred as a result of termination.

c) As part of this contract you hereby guarantee payment for any and all ancillary purchases and services requested by you or any member of your group either before, during or after your booking.

d) It is your responsibility to advise Amazon Creek of any special needs, including providing written details of any allergies (food or otherwise) suffered by any member of your group and Amazon Creek shall not be liable as a result of any injuries or damage suffered as a result of such allergies.

e) It is your responsibility to ensure that each member of your group carries adequate insurance.

7. Activities and Facilities

a) If you are staying in a property with a swimming pool, sauna, spa, steam room, and/or jacuzzi you use such facilities at your own risk. Amazon Creek accepts no responsibility or liability for any accidents or injuries of any kind which may be suffered or sustained by you whilst using any such facilities.

b) Children must be supervised at all times at the property and whilst using any facilities including, but not limited to, swimming pools, saunas, spas, steam rooms and/or jacuzzis.

c) If your holiday involves skiing, it is the responsibility of you and your group to judge the suitability of each area in which you ski. If you or any member of your group ski in a location on the recommendation of or are accompanied by an employee of Amazon Creek, Amazon Creek will not be liable for any injuries howsoever caused.

d) Amazon Creek can supply a babysitter upon request, but whilst we will use reasonable care in the selection of such babysitter, we can accept not liability or responsibility in connection therewith.

8. Amazon Creek's Responsibilities

a) Amazon Creek accepts responsibility for any misrepresentation on the website but does not otherwise accept any responsibility or liability for any loss, direct or indirect, that you may suffer if your holiday is not as described on the website or in any brochure and facts and circumstances may change that render any such information out of date.

b) Amazon Creek accepts responsibility for any loss, death, injury or illness caused by the negligent acts and/or omissions of Amazon Creek's employees whilst acting within the scope of their employment in the provision of your holiday, except for any loss, death, injury or illness where the failure to perform or the improper performance was due to:

(i) your own acts or omissions;

(ii) acts or omissions of a third party including any agents, suppliers, subcontractors, servants and/or agents of the same (together "Agents");

(iii) circumstances which were unforeseeable or unavoidable even when exercising due care; and

(iv) circumstances which were due to a force majeure as per clause 5(f).

c) Whilst Amazon Creek uses reasonable care in the selection of any Agents, we do not accept any liability or responsibility in connection therewith.

d) The maximum amount of any compensation or damages payable by Amazon Creek in respect of your booking or any loss or damages suffered or sustained by you shall be limited to the cost of the property which has been actually paid by you.

e) Amazon Creek's liability shall in all cases be limited in accordance with international conventions concerning transportation and accommodation.

9. Price Guarantee

a) We reserve the right to amend our tariffs at any time before your booking is confirmed and you will be notified if any such amendment has been made between the time when you submit your booking application and the time the deposit is received.

b) Once your booking has been confirmed pursuant to clause 2(c) its price will be fixed, in spite of any currency fluctuations.

10. Ancillary Purchases

a) Upon request, Amazon Creek will make purchases on your behalf both before and during your holiday. To enable us to do so, you will be required to provide credit card details as a guarantee. Please note that any such purchases must be settled in full prior to your departure from the property and if you do not settle such purchases as shown on your invoice you hereby authorise Amazon Creek to charge your credit card for such amount.

b) A small visitor's tax is levied by the tourist office on a daily per head rate however the cost of this will be borne by Amazon Creek.

c) Unless specified by you pre-arrival, any lift passes bought on your behalf can include a carré neige (where available) but must be requested, to ensure rapid response in the event of an accident whilst skiing however you are still required to have full winter sports insurance policy.

11. Insurance

a) It is your responsibility to obtain your own insurance to cover all aspects of your booking, transportation and activities. For your safety and convenience please provide Amazon Creek with policy details before you travel as requested on the Booking Application.

b) Please ensure that your insurance policy covers accidental damage to the property and its contents.

c) If you are required to cancel your booking, depending on the reason for your cancellation you may be able to reclaim these charges under the terms of your insurance policy.

12. Travel Requirements and Transport

a) It is your responsibility to ensure that all travel documents are in proper order before you depart. Amazon Creek accepts no liability for any loss or inconvenience caused as a result of your failure to take reasonable care in this respect.

b) Whilst Amazon Creek can assist in making flight arrangements for you upon request, we do not accept any liability in connection therewith. Amazon Creek does not hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority.

c) If Amazon Creek is assisting in making flight arrangements, it is your responsibility to ensure that you have provided Amazon Creek with the full names of each member of the group as shown on each person's passport, and that other formalities are complied with such as supplying all advance passenger information well in advance and each person having a passport with at least 6 months validity.

d) If you are making your own travel arrangements it is your responsibility to make your group's travel arrangements to the airport which is closest to the location of the relevant property. Please inform Amazon Creek of your own flight arrangements at least four weeks prior to departure, requesting any transfers.

e) Amazon Creek cannot accept responsibility for you missing flights for any reason or mislaying or destroying travel documents nor for any delayed or cancelled flights or other transportation, and no credit or refund or compensation will as a result.

13. Privacy Policy

Amazon Creek will not sell, rent or disclose your personal details to any third parties, except:

- when required to do so by law
- in response to a valid legal request by a law enforcement officer or government agency
- when you have explicitly or implicitly given your consent

Amazon Creek does not store the financial details of its customers.

14. Entire Agreement

The contract between you and your group and Amazon Creek is in all circumstances to be governed by these Terms and Conditions.

These Terms and Conditions together with your Booking Confirmation constitute the entire agreement between the parties and supersede any previous agreements, statements or understandings, either oral or in writing.

15. General

Headings within these Terms and Conditions are for reference purposes only.

All notices from you, including notices regarding variations and cancellations, must be in writing, signed by you or any authorised member of your group. They will come into effect on the day they are received by Amazon Creek. Recorded delivery is strongly recommended.

Amazon Creek has sole discretion as to whether to accept or reject a booking for any reason whatsoever.

Any images, floorplans and other details on the Amazon Creek website or in any brochure are intended to give a general impression only and we make no representation as to the accuracy or completeness of any such information.

Check in times for all properties is 16.00 and checkout is 10.00. Earlier access will only be allowed if the property is not occupied the previous week and by prior arrangement.

To the extent of any inconsistency between these Terms and Conditions and your Booking Confirmation, your Booking Confirmation prevails.

These Terms and Conditions and your Booking Confirmation and any matters arising therefrom are subject to and governed in accordance with English law and any disputes arising in relation thereto are subject to the jurisdiction of the English courts.

Amazon Creek Management Limited is registered in England No. 10984433