

TOP SKI - VAL ÉVASION

Jean Marc Kaufmann - High mountain guide

Le Miroir - 73 640 Sainte Foy Tarentaise - France

Tel mobile : + 33 (0)6 19 33 99 66 - E mail : jean-marc.kaufmann@wanadoo.fr - Web : <http://www.jmk-guide.fr>

Booking Form

Please complete one booking form per person

Name of trip: _____
Departure date: _____

Participant :

Surname: _____
Name: _____
Date of birth: _____ Sex: _____ Nationality: _____
Address: _____
Postcode: _____ Town/City: _____ Country: _____
Tel (home): _____ Tel (mobile): _____
E-mail: _____

Insurance:

Do you have cancellation insurance? YES NO
Do you have rescue and repatriation insurance? YES NO

If you are not in possession of sufficient insurance cover we will not be held responsible for any potential costs for rescue, repatriation or cancellation that may be incurred due to an accident or cancellation.

Person to contact in case of emergency :

Surname : _____ Name : _____
Relationship : _____
Address : _____ Postcode : _____
Town/City : _____ Country : _____ Tel : _____

For trips which include an overnight stay, please select the accommodation required

Double (1 double bed) - Name of the person who is going to share this bedroom with you _____
 Twin (2 single beds) - Name of the person who is going to share this bedroom with you _____
 Single (1 single bed)

Supplémentary night at departure : From _____ to _____ Confirm the number of nights : _____

Nuit supplémentaire at return : From _____ to _____ Confirm the number of nights : _____

Payment

	Unit cost	Number of pers.	Total
Trip			
Supplement Single			
Supplement for supplementary night			
TOTAL			

I pay a deposit for the sum of : _____ € by the method of payment :

Cash Cheque to «Kaufmann» (without the name) Bank transfer

The balance must be paid at least 1 month before departure. Method of payment of balance for the sum of: € _____

Cash Cheque to «Kaufmann» (without the name) Bank transfer

Personal disclaimer :

I have read the general conditions of purchase and detailed guidelines in the "TopSki Évasion" brochure regarding this trip and I accept all the conditions of participation.

I also confirm I have received all the relevant information in order to make a decision on the choice of destination, in particular regarding the security and risk of the country concerned. I am fully aware that during the trip I may be at risk, given the remote locations far from medical care, and I accept this with full knowledge of the implications. Therefore, I do not hold TopSki, their guides or their local partners responsible for these risks. This also applies to anyone claiming on my behalf and members of my family.

SECURITY INFORMATION Visit www.diplomatie.gouv.fr

HEALTH INFORMATION

Visit www.sante.gouv.fr

Endorsement "read and approved":

Signature :

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General conditions of purchase of our trips

1 - Booking and payment

1 Booking

To be considered as definitive, each booking must include a deposit for the sum specified in the trip itinerary required to cover all non-refundable costs we need to pay on your behalf (flights, hotel reservations, refuges, boat, local agencies, etc.). The deposit will be paid by cheque or bank transfer, and must be accompanied by a booking form and a complete copy of these general conditions signed by the client and sent by post. The receipt of the deposit only constitutes a reservation if there are places available.

1.2 Payment

The invoice is sent to the client within 2 weeks of booking. The balance for the trip must be settled, without a reminder on our part, at the latest 30 days before departure accompanied by a final signed booking form. Any delay in payment of the balance may be treated as a cancellation whereby the cancellation costs stated in article 4 will be applied. Booking is not considered as definitive until this payment is made accompanied by a final signed booking form. All payments made less than 2 weeks before the departure date may only be made in cash. This may also incur additional costs for posting travel documents at the last minute. We do not acknowledge receipt of cheques.

2 - Travel information

2.1 Administrative and health requirements

This information applies to all French nationals. Foreign nationals must obtain information on administrative and health requirements from the relevant embassy or consulate. It is the client's responsibility to ensure their documents comply with the information we provide. It is strongly recommended that the client check all information with the relevant authorities. We cannot, under any circumstances, be held responsible for the consequences of the non-observance by the client of police, customs or health regulations. Any passenger who cannot board a flight, by failing to provide the necessary documents stated on the booking form which s/he was provided with, will not qualify for any refund.

2.2 Information on security and recommendations from the Ministry of Foreign Affairs

We strongly advise you consult the information available from the Ministry of Foreign Affairs relevant to your trip via the internet site www.diplomatie.gouv.fr or by telephone on +33 (0)1 43 17 53 53. This information can also be obtained from ourselves on request. We draw your attention to the fact that information can change up to your departure date. It is strongly recommended that you keep yourself regularly informed.

3 - Amendments by the client

Any changes to the trip before departure will be treated as a cancellation followed by a re-booking. This may result in a cancellation charge as stated in article 4.

4 - Cancellation charges

If the client is obliged to cancel their trip s/he must inform us in a letter sent by recorded delivery as soon as possible. The date the letter is received is the date that will be used as the cancellation date for the purposes of cancellation charges and for submitting a report to your insurer. The cost of our activities is calculated based on the exact number of people taking part. The different charges during each trip and the cost of the guides are calculated and divided by the number of people taking part. In addition we also have our own charges for organising the trips: deposits to reserve hotels, helicopters, boats, etc. payments of flights, as far in advance as possible and for which we are not reimbursed for in the event of a cancellation. In view of these reasons, in the event of a client cancellation the cost to our organisation for that client and the costs for the trip and the guides which were to be paid by the client have to be covered by our organisation and/or the other members of the group. For this reason we insist on the following conditions:

In the event of a cancellation:

- More than 30 days before departure : the deposit will not be refunded.
- Less than 30 days before departure: 100% of the total cost is chargeable.

This will be applied unless the client finds a replacement in which case no sum will be deducted. The replacement must pay the full price of the trip.

When several clients are booked in as a group and one of them cancels, the cancellation charges (i.e. the deposit or the deposit and the final balance) are deducted from the total group deposit, regardless of who incurred the charges. If you have not taken out

cancellation insurance, we will invoice you for the cancellation charges. If you have taken out cancellation insurance, the cancellation charges will initially be paid by you. On receipt of these, we will send you the necessary documentation on presentation of a claim from your insurance company.

5 - Risks

Each participant is aware that, given the nature of our trips, there may be certain risks involved with being in the mountains both during the trip and travelling there (taxi, bus, 4x4, planes, helicopters, boats, etc.) and also given the distance from medical care. S/he knowingly consents and will not hold ourselves or other suppliers responsible for any accidents that may occur. This also applies to claimants on their behalf and family members. We cannot be held responsible for an accident caused by individual carelessness, individual failure to follow the route as advised by the guide or even a deliberate hold up during the trip (in particular due to the weather).

6 - Insurance

The trip itineraries we provide advise you to obtain a policy specifically tailored to our trips, two options are: cancellation insurance from ELVIA - 153 rue du Faubourg Saint Honoré - 75381 Paris Cedex 08 - Tel: +33 (0) 1 42 99 02 99 - www.elvia.fr and search and rescue and repatriation insurance from the Club Alpin Français - 24 av. de Laumière - 75019 Paris - Tel: +33 (0)1 53 72 87 00 - www.clubalpin.com. The client should ascertain, before booking, the risks which are included in the cover. These insurance companies are recommended but are not mandatory. Our clients are free to obtain insurance from a different company offering the same cover from those mentioned

6.1 Cancellation - Rescue and repatriation

Specific details of the operating conditions of insurance policies are provided in the documentation from your insurance companies which will be issued when you take out a policy.

Under no circumstances will we be held responsible in litigation cases between our clients and these insurance companies. In the event of an application for insurance including search and rescue and repatriation being declined, our organisation cannot under any circumstances be held responsible for costs incurred by the client.

6.2 Delay or abandonment of trip

In the event of a delay or abandonment during the trip, resulting additional costs due to a change in the programme on your part without prior consent from us, or our partners, will not be reimbursed.

7 - Costs

Our costs are based on the number of participants as stated in the brochure for each trip. In accordance with the law, we may be obliged to change our prices and programmes due to:

- Variations in transport costs, in particular relating to the cost of fuel.
- Variations in fees and taxes for services provided such as landing, boarding and disembarkation taxes.
- Variations in charges applied to a particular trip.

The price may be revised in line with changes to the value of the US dollar.

Reference price from 19th July 2007: €1 = \$1.38.

Re-calculation of the cost applies to 100% of the price, with the exception of international flights.

The price is final and definitive once the booking form has been signed. The price is expressed in Euros and cannot be modified by either party except in the two cases authorised by the law (variation in transport costs and fees, and taxes for services provided and price of the US dollar).

If the price is modified for reasons mentioned above, we will inform the client by post at least 30 days before departure.

If several clients are booked as a group, the cost per client may differ depending on the number in the group (among other reasons double or single hotel rooms are a factor). Consequently, in the event of a cancellation of one or several clients, the price of services for the remaining clients may be different from the initial one. Refusal by any client still booked on the trip to pay the new price, will be treated as a cancellation on their part, for which they will be subject to the provision of article 4.

8 - Air travel

8.1 Flights

Taking part in a trip where transport includes a chartered flight from an airline requires acceptance of the constraints involved: the regulation of numbers on certain flights may prompt the company to cancel or transfer a flight (overbooking).

In these circumstances we cannot be held responsible nor can compensation claims be submitted by the client.

8.2 Timetables

The flight timetables for regular or special flights are not known at the time our programmes are finalised. The departure and arrival times may be very early or late. We recommend that you do not make any other plans on your day of departure or return. Under no circumstances can any costs related to departure or arrival timetables be covered by us or constitute a reason for a potential cancellation or a reimbursement of any kind.

9 - Animals

Unfortunately we cannot allow any animals on our trips.

10 - Responsibility

In accordance with article 23 of law n° 92-645 of 13 July 1992, we cannot be held responsible for the consequences of the following events:

- Loss or theft of flight tickets (airlines do not issue duplicates).
- Failure to present or presentation of invalid identification and/or health documents or those without sufficient validity (identity card, passport, visas, vaccination certificates, etc.) or those that do not meet to the requirements of the country where the trip is taking place. In the event of insufficient documentation, 100% of the total cost of the trip will be retained.
- Unforeseen and unavoidable incidents or events caused by a foreign third party occurring during the trip such as: wars, political unrest, industrial action unrelated to us, technical issues unrelated to us, air space congestion, bad weather, delays (in particular for security reasons), breakdown, loss or theft of luggage or other items.

Delays as a result of circumstances as listed above, along with modifications to the itinerary or timetables which may follow will not be subject to any compensation whatever the reason, in particular for changes to the planned length of the trip or delayed connections. Additional potential costs due to a disruption (tax, hotel, parking, etc.) will be paid for by the client.

- Cancellation as a result of circumstances of a force majeure and/or for reasons linked to the security of clients and/or through the intervention of an administrative authority.

Given the nature of our trips, each participant must follow the advice and instructions given by us or our representatives. We cannot be held responsible for incidents, accidents or physical harm which may result from an individual's carelessness. In accordance with airline transport conditions of contract governed by the Warsaw Convention, we strongly recommend you allow sufficient time for possible delays if you are using a connecting flight or train. Normally, group rate tickets are not changeable or refundable in the event of delays by the company or changes to the time of departure and transfer or cancellation of your trip.

11 - Claims

Except in the event of a force majeure and not presupposing possible legal proceedings, any claims should be addressed to:

Jean Marc Kaufmann - Chef Lieu - 74640 Ste Foy Tarentaise - France in writing by recorded delivery within 20 days following the return date of the trip, accompanied by sufficient evidence.

12 - Signature

Please return a copy of these general conditions of purchase of our trips with your name, signature and the date followed by the words "read and approved", accompanied by your booking form to the address shown above.

Your booking will not be registered until these documents are received.

Date : _____

Surname : _____

Name : _____

Name of trip : _____

Departure date : _____

Endorsement "read and approved":

Signature: