

## WASTELAND SKI LTD BOOKING CONDITIONS 2019-2020

### 1. Your Contract

- 1.1** Your holiday contract with the exception of flights is with Wasteland Ski Limited. References in these conditions to '**Wasteland**', '**we**', '**our**' or '**us**' are to Wasteland Ski Limited. Wasteland is a company incorporated in England and Wales under company number 2984127. Our registered office address is 2<sup>nd</sup> Floor, Nucleus House, 2 Lower Mortlake Road, Richmond, United Kingdom TW9 2JA. Our trading address is 2 Disraeli Road, Putney, London, SW15 2DS. You can contact us by telephone on +44 (0) 208 246 6677 or by email at help@wastelandski.com. Our hours of business are between 09.00 and 18.00 GMT. Our VAT number is 649 9129 88.
- 1.2** References in these conditions to '**you**' or '**your**' are to the person who made the booking and the persons named as travellers on the booking (including anyone who is added or substituted at a later date) or any one of them as applicable.
- 1.3** These conditions, together with the contents of the on-line booking form on our website through which the Main Booker (defined below) books your holiday (**Booking Form**) and the email confirmation that the Main Booker receives from us accepting your booking comprise your agreement (**Contract**) with us.
- 1.4** Your Contract will exist from the date that we send the Main Booker confirmation that we have received the deposit payable by the Main Booker to reserve transport, accommodation and any other services that you have requested for your holiday (**Deposit**).
- 1.5** Whether you book alone or on behalf of yourself and/or other persons named as travellers on your booking (**Group**), we will only deal with the person who made the booking (**Main Booker**) in subsequent correspondence including changes, amendments and cancellations. The Main Booker is responsible for passing on any information regarding the booking (including any changes made to the booking) to everyone within the Group. You and the Main Booker are responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself, cancellation of your participation and subsequent changes to your specific trip options. You are responsible for reading, understanding, and printing your departure documents and Etickets.
- 1.6** When the Main Booker makes a booking he/ she guarantees that not only has he/ she read, understood and accepted these conditions on his/her own behalf but also that he/she is making a booking on behalf of each member of the Group (as each member's agent) and that each member of the Group has read, understood and accepted these conditions. The Main Booker is also guaranteeing that he/she has the authority to act as the agent of each member of the Group.
- 1.7** As the Main Booker is your agent, once the contract for your holiday comes into existence, you will have a direct contractual relationship with Wasteland for the services that we provide and you will have a direct contractual relationship with the suppliers (e.g. airline, ski hire) who we act as agent for and who are named on the email confirmation that the Main Booker receives from us accepting your booking. As agent we accept no responsibility for the acts or omissions of our suppliers or for the services provided by them other than as set out in these booking conditions. Those suppliers' terms and conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your

booking. There are links on our website to our suppliers' terms and conditions. Please ask us for copies of these in case you do not have them.

- 1.8** The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, you will benefit from all EU rights applying to packages. Wasteland Ski Limited will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Wasteland Ski Limited has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent. More information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018 (please click [here](#)). For a link to The Package Travel and Linked Travel Arrangements Regulations 2018 please click [here](#).

## **2. Financial Protection**

- 2.1** When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.
- 2.2** We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate, or a suitable alternative. In some cases, where neither the suppliers nor we are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative, at no extra cost to you. You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme, or your credit card issuer where applicable.
- 2.3** If we, or the suppliers identified on your ATOL Certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.
- 2.4** All money accepted from you by a travel agent acting as our agent is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.
- 2.5** The Package Travel and Linked Travel Arrangements Regulations 2018 require us to provide security for the monies that you pay for the package holidays booked from us and for your repatriation in the event of our insolvency. We provide this security by way of an ATOL (number 10130) administered by the Civil Aviation Authority Gatwick Airport South, West Sussex, RH6 0YR, telephone 0333 103 6350, email [claims@caa.co.uk](mailto:claims@caa.co.uk) and a bond held by The Association of British Travel Agents (**ABTA**), 30 Park Street,

London SE1 9EQ, telephone 0203 758 8779 [consumerprotection@abta.co.uk](mailto:consumerprotection@abta.co.uk) for packages that do not include flights. Calls from UK landlines cost the standard rate but from mobiles may be higher. Check with your network provider.

- 2.6** Our ABTA membership number is W1042. ABTA and ABTA Members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you or if you have a complaint, contact ABTA.

### **3. Payment**

- 3.1** No contract will exist between you and us until you have paid the Deposit.

- 3.2** On or before the **Balance Due Date** (meaning 42 days before the Departure Date - see definition of Departure Date below) you must have provided us with the following:

- (a) payment of the full amount that you owe us for the services that you require to be provided to you by us in connection with your holiday;
- (b) payment of any amendment charges that you owe us;
- (c) payment of any administration charges that you owe us;
- (d) payment of any costs that Wasteland has or will incur from any of our suppliers as a result of us making changes to your booking at your request (**Additional Supplier Costs**);
- (e) a completed Booking Form; and
- (f) all information that you are required to send to us as notified to you on the Booking Form and in these conditions.

The **Departure Date** is either:

- (a) the date on which you are due to depart on transport arranged for you by us; or
- (b) the date on which you are due to check into accommodation provided for you by us
- (c) whichever date comes first.

- 3.3** Unless, in our sole discretion, we allow you to continue with your booking (as per condition 3.4), non-payment of the full amount due to us or non delivery of all the information that you need to provide us with by the Balance Due Date will result in your booking being deemed to have been cancelled by you and your Deposit being forfeited. We are under no obligation to remind you to pay the full amount due or to provide us with the information that you need to send us by the Balance Due Date.

- 3.4** If you do not pay us the full amount you owe us or if you do not provide us with all of the information that you need to send us by the Balance Due Date we **may**, at our discretion, allow you to continue with your booking but, if we do allow you to continue with your booking, your holiday price will automatically be subject to an additional £20 amendment charge. If, having allowed you to continue with your booking, you again fail to pay us the full amount you owe us or you do not provide us with all of the information that you need to send us by the new date that we have agreed with you then your booking will be deemed to have been cancelled by you and the cancellation charges in condition 6 will apply.

- 3.5** While we try and ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of a holiday or other products or services that you have ordered we will inform the Main Booker as soon as possible and give the Main Booker the option of reconfirming your order at the correct

price or cancelling it. If we are unable to contact the Main Booker we reserve the right to treat your booking as cancelled by you. If you cancel in these circumstances you will receive a refund for any payments that you have made for your holiday or other products or services apart from any amendment charges that you have incurred.

**3.6** Each payment that you make to book your holiday will be subject to a £7.50 administration charge.

#### **4. Your alteration of the booking**

**4.1** If you wish to change your travel arrangements in any way, for example your chosen options or pick up point, we will try to accommodate your wishes but it may not always be possible to make the changes you desire. If we change your arrangements we will charge you an amendment charge in accordance with these conditions plus any Additional Supplier Costs. Please note that where air travel is included, most airlines treat name and departure detail changes as a cancellation and charge up to 100% of the ticket cost accordingly.

**4.2** Any changes should be made via our online booking system. Where this is not possible requests for changes to be made must be in writing from the Main Booker and sent to ([help@wastelandski.com](mailto:help@wastelandski.com)).

**4.3** Subject to section 4.1 any changes to your booking will incur the following amendment charges:

Changes made 42 days or more from your Departure Date:

- (a) Changes to component elements such as ski hire, ski school, others extras, events or excursions can be amended free of charge by logging into your holiday account online.
- (b) Changes to major elements of your packages such as accommodation or transport may not always be possible and must be requested by emailing [help@wastelandski.com](mailto:help@wastelandski.com). If changes are possible you must pay an amendment charge of £30 per change, in addition to any Additional Supplier Costs. We will notify you in advance of any Additional Supplier Costs that will be charged.
- (c) Name changes will incur an amendment charge of £55 per change, in addition to any Additional Supplier Costs.

Changes made between 41 days and 22 days from your Departure date:

- (a) Changes to component elements such as ski hire, ski school, others extras, events or excursions will incur an amendment charge of £25 per change.
- (b) We may not charge you an amendment charge for an upgrade you wish to make, depending on the upgrade. We will advise you at the time of your request if an amendment charge is payable and you can then decide whether you want to go ahead with the upgrade or not.
- (c) Changes to major elements of your packages such as accommodation or transport may not always be possible and must be requested by emailing [help@wastelandski.com](mailto:help@wastelandski.com); if changes are possible you must pay an amendment charge of £50 per change, in addition to any Additional Supplier Costs. We will notify you in advance of any Additional Supplier Costs that will be charged.
- (d) Name changes will incur an amendment charge of £55 per change, in addition to any Additional Supplier Costs.

From the 21<sup>st</sup> day before the Departure Date, all package elements will be frozen and no changes will be possible except as provided for in conditions 5 or 6.11.

**4.4** The price of your new travel arrangements will be based on the prices that apply on the day you ask for the change. These prices may not be the same as when you first booked your travel arrangements.

**5. If you want to transfer your booking to another person**

You may transfer your booking to another person who satisfies all the conditions applicable to your booking provided the following conditions are met:

- (a) you must notify us in writing no less than seven days before the Departure Date that you wish to make the transfer;
- (b) the person to whom you transfer your holiday booking must comply with all the terms of the existing booking, must accept the transfer and agree that he or she is bound by these terms and conditions; and
- (c) that person must show us new evidence of their holiday insurance, as your policy cannot be transferred to another person (and the premium cannot be refunded).

Both you and the person who you transfer your holiday to are responsible for paying all of the costs we incur in making the transfer including, without limitation, our change of name amendment charges of £55 plus change of name charges applied by our suppliers. Please note that some suppliers such as airlines charge 100% cancellation fees for a name change.

**6. Your cancellation of your booking**

**6.1** If you want to cancel your holiday, the Main Booker of your Group must advise us immediately by sending us an email to the following address [help@wastelandski.com](mailto:help@wastelandski.com). Verbal cancellations will not be accepted.

**6.2** If you cancel your holiday you will incur the charges set out below which are based on how many days before your Departure Date we receive your cancellation notice. These charges are a percentage of the total cost of your booking not including the charges and premiums referred to in condition 6.3:

<b>Period before Departure Date</b>	<b>Cancellation Charge</b>
42 days or more	Loss of Deposit
41 – 28 days	60% total holiday cost
27 – 14 days	80% total holiday cost
13 days or less	100% total holiday cost

**6.3** In addition to the charges set out in condition 6.2, if you do cancel your booking you must still pay any insurance premiums and amendment charges, administration charges and any Additional Supplier Costs which arose before the cancellation plus any deposits paid for any pre-booked items or services.

**6.4** Cancellation periods are calculated from the date that written confirmation is received in the inbox of [help@wastelandski.com](mailto:help@wastelandski.com).

**6.5** All flights are 100% non refundable. Please also note that the price of any flight that you book includes an amount that we are required to pay to the Civil Aviation Authority as part of the ATOL Protection Contribution. If you cancel your flight this amount that we pay to the Civil Aviation Authority is also not refundable.

- 6.6** If any member of your Group cancels and you cannot fill that person's place, you may have to pay additional supplements for your accommodation. For example, you may have to pay single or under-occupancy supplements.
- 6.7** You will be deemed to have cancelled your holiday if:
- (a) you fail to take the transport that you have booked for your holiday and do not, within six hours of missing the departure time of the carrier, provide us with your arrival time in resort; or
  - (b) where you are arranging your own transport to resort you fail to arrive at the time that you notified to us that you would arrive in resort and you do not, within six hours of such time, notify us of the revised time that you will arrive in resort.
- 6.8** If you are deemed to have cancelled your holiday in accordance with condition 6.7 but you arrive in resort and ask us to provide accommodation for you then if, in our sole discretion, we provide accommodation for you despite the cancellation of your holiday, you must pay an administration charge of £50 to us for dealing with your late arrival plus any Additional Supplier Costs. We will notify you in advance of the amount of any Additional Supplier Costs.
- 6.9** If you cancel your ski/snowboard equipment hire you will incur the charges set out below which are based on how many days before your Departure Date we receive your cancellation notice.

<b>Period before Departure Date</b>	<b>Cancellation Charge</b>
42 days or more	No charge – total refund of the hire cost
41 – 22 days	£30 cancellation fee – balance of hire cost refunded
21 days or less	No refund of any of the hire cost

- 6.10** If the holiday you tried to book was oversubscribed, you may be able to add yourself to a waiting list for that holiday. If you add yourself to a waiting list and a place becomes available for you, we will book you on to that holiday and notify you that we have done so. If you then subsequently cancel that booking you will lose your Deposit. You may also incur the other cancellation charges and costs referred to in these conditions.
- 6.11** In the event of unavoidable and extraordinary circumstances (as defined in condition 9.5) occurring at the place of your destination or its immediate vicinity and which significantly affect the performance of your package, or the carriage of passengers to your destination you may terminate the Contract before the start of the package without paying cancellation charges and we will provide you with a full refund of any payments made for the package.
- 6.12** Please note you will not be able to terminate the Contract or receive any refund under condition 6.11 due to lack of snow or piste closures. For the avoidance of doubt we will not offer compensation or refunds for lift passes even if pistes are closed nor will we contribute towards lift pass extensions even if you have felt it necessary to purchase an extension, for example, due to poor snow cover on lower slopes. The insurance that you can take out through our booking system offers cover for piste closure due to lack of snow.

**7. If Wasteland changes the price of your holiday**

**7.1** We reserve the right to increase the price of your holiday after you have booked but no later than 20 days before the Departure Date. If we increase the price of your holiday we will provide you with justification and a calculation of how the increase has been calculated. Any increase to your holiday price will only be made solely to allow for increases which are a direct consequence of changes in:

- (a) the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources;
- (b) the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (c) changes in exchange rates relevant to the package.

**7.2** We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel: (1) you must do so within the time period shown on your final invoice and (2) we will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

**7.3** Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

## **8. If Wasteland makes changes to your holiday (other than price)**

**8.1** It is a condition of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include alteration of your outward/return travel times by less than 12 hours, change of accommodation to another of the same or higher standard, changes of carriers, changes between London airports, London, Ebbsfleet and Ashford stations and between Dover/Folkestone ports. These changes are only examples and there may be other changes that constitute insignificant changes.

**8.2** If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

**8.3** We will contact you and you will have the choice of accepting the change or having a refund of all monies paid (less any costs we incur or have incurred from our suppliers, including, without limitation our accommodation providers, but cannot recover from our suppliers if we are refunding you due to unavoidable and extraordinary circumstances). You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

**8.4** If you choose to accept a refund:

- (a) we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
- (b) we will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

<b>Period before Departure Date when we notify you</b>	<b>Compensation payable per person</b>
More than 56 days	Nil
56 – 43 days	£5
42 – 29 days	£9
28 days or less	£14

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

## **9. Cancellation of the booking by Wasteland Ski**

- 9.1** We aim to provide your holiday as booked but we reserve the right to cancel your booking in any circumstances.
- 9.2** We may cancel your booking because you have not paid us the balance of your holiday price on time. In these circumstances you would lose the Deposit and not be entitled to any refund or compensation from us.
- 9.3** We may cancel your booking when there are not enough people booked and we have notified you of the minimum number required. In these circumstances we will let you know based on the duration of your holiday as follows:

<b>Duration of your package</b>	<b>Notice of cancellation</b>
More than 6 days	20 days before Departure Date
Between 2 and 6 days	7 days before Departure Date
Less than 2 days	48 hours before Departure Date

- 9.4** We may also cancel your booking if we are prevented from performing the Contract because of unavoidable and extraordinary circumstances and we notify you of the termination of the Contract without undue delay before the start of the package.
- 9.5** “Unavoidable and extraordinary circumstances” means a situation beyond our control the circumstances of which could not have been avoided even if all reasonable measures had been taken. Such circumstances will usually include, but are not limited to, warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, the inability of or serious restriction on airlines to operate flights or coach companies to operate coaches or significant restriction on the free movement of individuals between the UK and the members of the European Union arising out of or in connection with the UK’s decision to leave the European Union, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the Contract.

**9.6** If we cancel your holiday (other than because you have not paid us on time or for some other reason that is your fault) you can either have a refund of all monies paid (less any costs we incur or have incurred from our suppliers, including, without limitation our accommodation providers, but cannot recover from our suppliers if we have cancelled your holiday due to unavoidable and extraordinary circumstances) or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

**9.7** In the event a refund is paid to you, we will:

- (a) provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
- (b) pay compensation as detailed below except where we cancel for the reasons and in the manner set out in conditions 9.3 or 9.4;

<b>Period before Departure Date when we cancel</b>	<b>Compensation payable per person</b>
More than 56 days	Nil
56 – 43 days	£5
42 – 29 days	£9
28 days or less	£14

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

## **10. Coach Travel**

**10.1** Where coach travel is included in the package we will arrange all the timings and pick up points as agreed with your organising committee and the specific coach company. It is your responsibility to arrive at your departure point in good time - our coaches are on tight schedules and will not wait for latecomers. If you do miss your coach you are responsible for the cost and organisation of your onward journey.

**10.2** Our coaches have limited luggage space and therefore all passengers must adhere to our strict baggage allowance rules. Each passenger is permitted one main bag to go in the hold and one small bag to carry on board. Your main bag must be soft shell (hard shell cases will be refused). Should you exceed the baggage allowance, we reserve all rights to leave the luggage at the departure location.

**10.3** We will make appropriate arrangements for a limited number of skis or snowboard to be carried by each coach. Only those passengers who have pre-booked slots of equipment carriage through the online booking system will be permitted to carry skis or snowboard on holiday.

**10.4** Anyone carrying ski or snowboard boots must ensure they are packed within their main hold bag and not in a separate boot bag.

**10.5** You are fully responsible for your own baggage at all times, even if a rep or driver loads this for you. While in transit you must ensure that your baggage is loaded and unloaded onto the correct vehicle at the correct time.

**10.6** Coach travel itineraries contain estimated times only and we cannot be responsible for changes to itineraries as a result of changes that arise beyond our control.

## **11. Flight Bookings**

**11.1** Flights will either be booked through us or with another ATOL holder for whom Wasteland acts as agents. Any flight bookings made with our agents are subject to their booking terms and conditions.

**11.2** If your holiday includes a flight, you are also responsible for (a) notifying us prior to the time of booking of any personal circumstances and needs pertaining to a person included in the booking including, without limitation, whether any such person is not self reliant or is a person with mobility - for example if you, or a member of your party, have difficulty in walking 500 metres; and (b) notifying us at any time from the time of booking until 48 hours prior to the flight's departure if any person travelling on the booking has ceased to be self reliant or a person with reduced mobility or if a person previously reported to be with reduced mobility or as not being self reliant does no longer fall into either category.

**11.3** Flight timings are guidance only and may change. We accept no liability whatsoever for any delay to your flight.

**11.4** If you fail to check in on time, the airline is entitled to refuse to allow you to board the flight. We accept no responsibility if such a situation arises.

**11.5** In February 2005 a new Europe-wide law relating to denied boarding, delays and cancellation of flights came into force. This law granted rights to passengers including in certain circumstances the right to cancel their flight and receive reimbursement of the cost of the flight from their airline. Full details of these rights are publicised at EU airports and is also available from affected airlines. However, you should note that reimbursement of the cost of a flight that forms part of your holiday is the responsibility of your holiday airline and will not automatically entitle you to reimbursement of the cost of your holiday from us.

**11.6** Where your holiday includes airport transfers we will make reasonable efforts only to ensure that you arrive at the airport in time for your flight. We will not be responsible for ensuring that you arrive at the airport on time and we cannot predict traffic congestion, the timeliness of other passengers or other unforeseeable events. We therefore strongly recommend that you check that the insurance that you take out covers you adequately in case you miss your flight.

## **12. Wasteland's liability to you**

**12.1** You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the Contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: you or another member of your party; or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

- 12.2** Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to
- (a) The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and
  - (b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.
- 12.3** You can ask for copies of the travel service contractual terms, or the international conventions. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.
- 12.4** If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.
- 12.5** NB this entire condition 12 does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.
- 12.6** You must assist us in recovering from any third party any sums which may compensate us for any sums we pay you. In particular you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our legal liability to pay you compensation. You must also provide us with all assistance we may reasonably require.
- 12.7** You must make a claim under your insurance policy's legal expenses or other appropriate section. You must show us proof that your insurance company has received your claim and, if you get back the cost of legal or other expenses, you must repay us any money we have spent in helping and/or compensating you.
- 12.8** Should you become ill while on holiday you must, in addition to reporting your illness to our representative, consult a local doctor and also consult your GP upon your return to the UK. Should you then wish to make a claim against us as a result of that illness you must provide us with details of both the local doctor who you saw and your GP together with written authority for us to obtain a medical report from both these doctors.

**12.9** Wasteland accepts no responsibility for any loss or damage to your luggage. We urge you to take out appropriate insurance to cover the cost of loss or damage to your belongings.

### **13. Insurance**

**13.1** It is a condition of booking with us that you and all other members of your Group will have obtained adequate and valid specialist winter sports travel insurance (for the entire duration of your holiday) at the latest by the Departure Date.

**13.2** You can take out one of Wasteland's specialist winter sports insurance policies provided by Union Reisersversicherung AG (the insurer) and underwritten by Travel Insurance Facilities Plc (**URV Travel Insurance Cover**) through our booking system. Wasteland is the Appointed Representative of Rush Insurance Services Limited. Wasteland has no responsibility for handling any claims or for paying out any money due to you under the URV Travel Insurance Cover.

**13.3** Further information about Wasteland's specialist winter sports policies can be found [here](#). Please read the policies carefully because, apart from anything else, they contain exclusions that you may feel do not provide you with the cover that you need. Please note that the policies only provide cover for UK, Eire and Channel Islands residents.

**13.4** If you choose to take out one of Wasteland's specialist winter sports policies you will have a 14 day cooling off period from the date of booking during which time you can cancel your policy by sending an email to the following address: [help@wastelandski.com](mailto:help@wastelandski.com) telling us that you wish to cancel your policy. If you cancel within the 14 day cooling off period your premium will be refunded to you unless condition 13.5 applies.

**13.5** Your premium will not be refunded once the 14 day cooling off period has expired or if, during the 14 day cooling off period, you have already started travelling on your holiday or you have already made a claim on your policy before cancelling it.

**13.6** If you decide not to take out one of Wasteland's specialist winter sports policies you must take out insurance from someone else that provides equal to or greater cover than that provided by the URV Travel Insurance Cover.

### **14. Damage Deposit**

**14.1** You must pay a deposit for any damages (see condition 14.6) that you cause or which may be caused by other individuals in resort at the same time as you (**Damage Deposit**). Your Damage Deposit, the value of which will be notified to you on the Booking Form, will be pooled with the Damage Deposits of everyone else staying in the same resort as you during your holiday. If any damage occurs in resort and Wasteland is liable to pay for the damage then the Damage Deposits will be dealt with in accordance with the conditions below.

**14.2** If we are unable to identify the likely individual(s) who caused the damage or the apartment(s) within which such individual(s) is staying or if we are unable to identify the university of such individual(s) then we will take the cost of the damage from the Damage Deposits pooled with all of the individuals in resort on Wasteland holidays at the time the damage occurred.

- 14.3** If it is likely that the damage was caused by an individual(s) from a university that we can identify but we cannot identify the name of such individual(s) or the apartment(s) within which such individual(s) is staying then we will take the cost of the damage from the Damage Deposits pooled with all of the individuals from the relevant university in resort on Wasteland holidays at the time the damage occurred. If these Damage Deposits are not large enough to cover the damage costs then we will take the balance from the Damage Deposits pooled with all of the individuals in resort on Wasteland holidays at the time the damage occurred.
- 14.4** If it is likely that the damage was caused by an individual(s) staying in an apartment(s) that we can identify but we cannot identify the name of the individual(s) within the relevant apartment(s) then we will take the cost of the damage from the Damage Deposits pooled with all the individuals from the relevant apartment(s). If these Damage Deposits are not large enough to cover the damage costs then we will take the balance from the Damage Deposits paid by members of the same university as those individual(s) staying in the relevant apartment(s). If the Damage Deposits paid by members of the relevant university are not large enough to cover the damage costs then we will deduct the balance from the Damage Deposits paid by all the individuals in resort on Wasteland holidays at the time the damage occurred.
- 14.5** If it is likely that you caused the damage you are liable to pay for all the costs associated with the damage. We will take the amount of these costs from the Damage Deposit that you have paid us. If the amount of these costs is more than the amount of the Damage Deposit that you have paid then we will either pursue you for the balance of these costs or (at our option) we will deduct the balance of these costs from the pool of the Damage Deposits of the individuals staying in your apartment. If the pool of the Damage Deposits of the people staying in your apartment is not large enough to cover the costs then we will deduct the balance of these costs from the Damage Deposits that members of the same university as you have paid. If the Damage Deposits paid by members of the same university as you are not large enough to cover the costs then we will deduct the balance from the Damage Deposits paid by individuals in resort at the time you caused the damage.
- 14.6** “Damages” that we can claim are all the damages that Wasteland is liable to pay together with any costs that we incur or are liable to incur as a result of our reasonable approach to dealing with damage issues including, without limitation, any breakages in or damage to your apartment or communal areas within apartment blocks, any damage to private business, residential property or public venues in the resort, any damage to outdoor public areas in the resort, group deficits, and complaint fines including noise complaints, behaviour fines, agency management attendance and extra security/Medics/ Stewards deemed necessary by us for the safety of your Group. We are also entitled to deduct any other amounts owed to us by you or other members of your Group from the Damage Deposits including, without limitation, any unpaid balance that you owe us, any amendment charges and any administration charges.
- 14.7** Certain resort suppliers may insist that you allow them to take payment from your credit card or leave a cash deposit with them to cover damage that you / an individual(s) staying in your apartment may make e.g. your accommodation provider may not release room keys to you unless you leave a cash deposit with them. If a resort supplier retains any payment from you because of damage that you or another individual(s) in your apartment has caused please notify us so that we can make sure that you are not charged twice for the same damage.

- 14.8** After your holiday has ended we will send you an email that contains details of the amount of Damage Deposit that will be refunded to you and how you can reclaim the refund. **You must claim your refund within 48 days of receiving our email failing which you will lose your right to any refund of your Damage Deposit.**
- 14.9** Any Damage Deposits that are returned will be returned to the card that the Main Booker used to make the first payment online. It is the Main Booker's responsibility to ensure that this card is functioning appropriately. If it is not, for example, because it has expired, we will need written notification from the Main Booker of the new card details and we will deduct an administration charge of £5 from the amount of Damage Deposits that we return. If you wish to reclaim your Damage Deposit into an international bank account you are liable for the costs of the international bank transfer.
- 14.10** Where we deduct damage costs from Damage Deposits we reserve the right to levy an administration charge for each deduction we make of 20% of the value of the deduction.
- 14.11** Where we, in our reasonable opinion, need to investigate a damage claim and/or contest the level of a damage claim being brought by a third party, for example, a local agency, the mayor's office or the Gendarmerie, we will charge a minimum of £40 by way of an administration charge for the work that we do investigating and/or contesting the claim. If we spend significant time investigating and/or contesting a damage claim we may charge up to £100 by way of an administration charge for the work that we do investigating and/or contesting the claim however we will not charge more than £40 unless the value of the damages claim is in excess of £400.
- 14.12** You can opt out of the pooled Damage Deposit system by emailing [help@wastelandski.com](mailto:help@wastelandski.com) within 5 days of making your booking. When you are not part of the pooled Damage Deposit system, you will most likely be asked to pay up to 250 euros cash per person on arrival in the resort directly to the local accommodation agency.
- 14.13** If you cause damage or if you are staying in an apartment within which another individual is staying who causes damage then you must pay for the costs of such damage while you are still in resort if we ask you to. If you fail to pay for the damage costs in resort when we ask you to then, without limiting our rights to recover payment from you, we may cancel your holiday arrangements immediately without any liability on our part. In these circumstances you will be required to leave the accommodation or other service and we will have no responsibility to find alternative accommodation or transport for you. We will not make any refunds to you or cover any expenses that you may incur as a result of us cancelling your holiday in these circumstances.
- 14.14** If you hire any items from us or our suppliers including, without limitation, helmets or clothing and you fail to return them to us or to our suppliers on time, you will be responsible for the replacement costs of the relevant items. We may deduct the cost of these items from your Damage Deposit.
- 14.15** The prices that we set for your holiday are based on a certain number of individuals from your university booking holidays with us. These numbers are agreed between us and your university in advance of us advertising the holidays. If the number of individuals from your university that book holidays with us is below the numbers that your university has agreed with us, we will charge supplements for empty bed or empty coach seats. We may recover these supplement charges from your Damage Deposit and from the Damage Deposits paid by the other members of your university that travel with you.

## **15. Accommodation**

- 15.1** We have carefully selected all of the resorts and accommodation on the basis that they are suitable for our customers. Apartment provisions vary from one residence to another and it should not be assumed that your package includes elements such as bed linen, towels or cleaning materials. You should always check what is included in your holiday on your Booking Form and prior to travel.
- 15.2** Unless specified at the time of booking all packages are based on full occupancy of apartments and this can sometime necessitate two persons sharing a double bed.
- 15.3** Keys to access your apartments are not available until 1700hrs on the day of arrival and then rooms must be vacated by 0900hrs on the final day of your accommodation booking. When vacating rooms they must be cleaned and left in the same state as you were given them.
- 15.4** You are responsible for paying any charges for cleaning, damages and/or breakages prior to departure from resort. On arrival it is your responsibility to report any pre-existing damage and maintenance issues with your apartment directly to the person on reception at your accommodation or relevant real estate agency and you must retain a copy of your report. You must not rely on Wasteland representatives to do this. Reporting any such damage to a Wasteland representative will not obviate your responsibility.

## **16. Behaviour**

- 16.1** If in our reasonable opinion or in the reasonable opinion of any other person in authority (for example an accommodation owner or manager, an airline pilot, or coach driver, or a Wasteland employee), you behave in such a manner that cause or appears likely to cause danger, upset, annoyance or distress to any third party or damage to property, we may terminate your holiday arrangements immediately without any liability on our part. In these circumstances you will be required to leave the accommodation or other service and we will have no responsibility to find alternative accommodation or transport for you. We will not make any refunds to you or cover any expenses that you may incur as a result of us cancelling your holiday in these circumstances.
- 16.2** Drugs – We operate a zero tolerance policy to all those who are found in possession of illegal drugs. Any such persons will be reported to the relevant authorities and their holiday will be terminated. This applies to any substance or practice which is illegal either in the United Kingdom or in your country of destination, even if the substance or practice is not illegal in the country in which it is found by Wasteland staff. Any person found to be severely intoxicated, whether by illegal or legal drugs, or alcohol, will not be permitted to travel on our supplier's transportation or to attend organised events or activities, and no compensation will be provided.
- 16.3** Transport – You must at all times observe and follow the rules and regulations set out by us and our transport operators. You must be seated with your seat belt on at all times while travelling on board any coach. The consumption of alcohol is not permitted at anytime while on board any coach. If when arriving to either the coach or the ferry port you are deemed to be drunk by a member of our staff or a member of staff of one of our suppliers you will not be allowed to board either form of transport. All passengers travelling by coach will be responsible for ensuring that their luggage is loaded and off-loaded at the correct points.

**16.4** You must follow Wasteland's guidelines on resort safety including drinking responsibly and being aware and mindful of the dangers inherent in ski resorts.

## **17. Complaints**

**17.1** You must inform us without delay, taking into account the circumstances of the case, of any lack of conformity which you perceive during the performance of the travel services included in the package travel contract.

**17.2** If you have a complaint you must inform one of our resort representatives and complete a form while in resort. If they are unable to resolve the problem you must notify us in writing to [help@wastelandski.com](mailto:help@wastelandski.com) within 28 days of your return to the UK.

**17.3** Failure to follow the above procedures during your holiday and/or failure to complain within 28 days of your return may reduce or extinguish any rights you have to claim compensation from us or from any relevant supplier. Any such rights will be reduced or extinguished if, had you followed the procedures above during your holiday or upon your return, we could have taken steps to reduce any loss or damage suffered or entirely prevented it from being suffered.

**17.4** It is difficult and sometimes impossible to properly investigate a complaint if we are not told about it quickly. Your right to claim compensation may also be reduced or extinguished should any delay in your complaint being notified either during or after your holiday prevent us from carrying out a proper investigation.

**17.5** Disputes arising out of, or in connection with this contract which cannot be amicably settled may be referred to arbitration, if the customer so wishes, under a special scheme arranged by the Association of British Travel Agents and administered independently by the Chartered Institute of Arbitrators.

**17.6** The scheme provides for simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website ([www.abta.com](http://www.abta.com)).

## **18. Passport and Visa Requirements**

**18.1** It is your responsibility to ensure that you have valid travel documentation which meets the requirements of immigration and other authorities at every destination. In order to ensure compliance, passengers should carry a valid passport (and visa if applicable) or EU/EEA government issued national identification card on all journeys.

**18.2** Any fines, penalties, payments or expenditures incurred as a result of breach of these requirements shall be paid by or charged to you.

**18.3** We cannot accept responsibility if passengers are not in possession of the correct travel documents.

**18.4** All passengers must also ensure they have a corresponding valid Wasteland Ski e-Ticket, this can be in paper printed form or a digital pdf form via their smart phone, this must be kept accessible for the duration of your holiday.

## **19. Health Requirements**

**19.1** Please check with your GP or travel clinic prior to travel for any health advice for the destination you are traveling to. Alternatively check for further information at the UK Foreign Office advice at <http://www.fco.gov.uk/>.

**19.2** European Health Insurance card (EHIC). UK Residents can obtain free or reduced cost state healthcare in many European countries if they possess an EHIC card. However, the EHIC should be obtained in addition to your travel insurance, not instead of it.

**19.3** If you are travelling from the UK no vaccine certificate is required for any of the countries that we offer holidays to. If you are not travelling from the UK IT IS ESSENTIAL that you check with the relevant embassy the vaccination requirements that you may have to comply with to enter the relevant country.

## **20. Foreign & Commonwealth Office Travel Advice**

The Foreign & Commonwealth Office produces up-to-date travel information to help British travelers make informed decisions about traveling abroad. Please review this advice on [www.fco.gov.uk](http://www.fco.gov.uk)

## **21. Additional Assistance**

If you are in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any actual costs we incur, if the difficulty is your fault.

## **22. Subject to Availability**

All the holidays, products, packages and services shown on our website are subject to availability.

## **23. Disability and Special Requests**

**23.1** Please advise us at the time of booking if you have any special requests. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we do not guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. We do not accept any conditional bookings, i.e. any booking where you have included provisions that purport to make the booking conditional on the fulfilment of a particular request. Any such wording that you include on your booking shall be deemed to be null and void.

**23.2** If you are suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition you must declare the true nature of such condition before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate your

particular needs we may decline your booking or, if full details are not given at the time of booking, you will be deemed to have cancelled your holiday when we become aware of these details.

**23.3** You must satisfy yourself prior to booking that you are fit and able to complete the itinerary of your chosen holiday as described in our brochure or website.

**23.4** You must make arrangements for the provision of any medication or other treatment which may be required during the holiday. You must also promptly advise us if any medical condition or disability which may affect your holiday changes after your booking has been confirmed. Failure to make such disclosures will constitute a breach of these conditions and in such circumstances we reserve the right to treat your holiday as cancelled by you.

#### **24. Image Release**

**24.1** You grant us permission to store and use any photographs or moving images (**Images**) featuring you to promote our business in all and any media, including, without limitation, in our printed publications, presentations, promotional materials, in the advertising of our goods or services or on our websites (**Specified Purposes**).

**24.2** Condition 24.1 does not affect your legal rights or your rights under our privacy policy.

#### **25. Data Protection**

We will handle your personal data in accordance with our privacy policy which you can access on our website.

#### **26. Ski / Snowboard Equipment Hire**

**26.1** You can hire skis / ski boots / snowboard / snowboard boots (Ski/Snowboard Equipment) through our booking system.

**26.2** The supply of any Ski/Snowboard Equipment that you hire is arranged through Sport 2000 France SAS (**Sport 2000**) except for in the resort of Pas de la Casa where the supply is arranged through RentaSki S.L. (**RentaSki**). Please note that Wasteland is only acting as the agent of Sport 2000 and RentaSki and therefore has no liability to you in respect of the supply of any Ski/Snowboard Equipment including, without limitation any liability arising from any fault in the Ski/Snowboard Equipment. Sport 2000's terms and conditions are available below.

**26.3** We have teamed up with Pre-Fitted who, if you want, will take fittings in the UK for your ski/snowboard hire before you go on holiday. A link to Pre-Fitted's terms and conditions is on our website.

#### **27. Waiting List**

As set out in condition 6.10, if you are unable to book a holiday because it is oversubscribed, you may be able to join a waiting list. If you join a waiting list, your holiday becomes available and you subsequently cancel your booking, you will lose your Deposit and you may incur other costs and charges. If we are

unable to book you on your holiday, we will refund you in full within two weeks of us notifying you that we were unable to book you on your holiday.

**28. You must be at least 18**

You must be aged 18 or over to make a booking. Should you be under this age, permission must be granted by us to book and this will be subject to a signed release from a parent or guardian saying that they are happy for you to travel with us. We are under no obligation to remind you or check these details and it is the responsibility of the traveller to ensure they have followed these terms and conditions.

**29. Miscellaneous**

**29.1** If any provision within these conditions shall be prohibited by law or judged by a court to be unlawful, void or unenforceable, such terms shall to the extent required be severed and rendered ineffective as far as possible without modifying any remaining provisions within these conditions and shall not in any way affect any other circumstances or the ability to seek an enforcement of these conditions.

**29.2** Your Contract (including these conditions) shall be governed by and construed in accordance with the laws of England and Wales.

**29.3** You irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with your Contract (including these conditions) unless you live in Northern Ireland or Scotland in which case the courts there (as appropriate) will deal with the dispute.

**29.4** No variation of these terms and conditions will be binding unless agreed in writing by us.