

## WASTELAND SKI LTD BOOKING CONDITIONS 2017-2018

### 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 East House 109, South Worple Way, London SW14 8TN. 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.co.uk](mailto:help@wastelandski.co.uk). 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** 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.

**1.4** 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.

**1.5** Once the contract for your holiday comes into existence, you will have a direct contractual relationship with us. As such you will be directly responsible to us for your obligations set out in these conditions and we will be directly responsible to you for our obligations set out in these conditions.

**1.6** These conditions, together with the contents of the on-line booking form on our website through which the Main Booker books your holiday (**Booking Form**) and the e-mail confirmation that the Main Booker receives from us accepting your booking comprise your agreement (**Contract**) with us.

**1.7** 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 and accommodation for your holiday (**Deposit**).

### 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, Package Holidays and Package Tours Regulations 1992 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 (**CAA**) and a bond held by The Association of British Travel Agents (**ABTA**) for packages that do not include flights.

**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, 68-71 Newman Street London W1T 3AH Tel: 020 7637 2444 or take a look at ABTA's website <http://www.abta.com/>.

### **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:

- 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;
- payment of any Amendment Charges that you owe us;
- payment of any administration charges that you owe us;
- 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**);

- a completed Booking Form; and
- 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:

- the date on which you are due to depart on transport arranged for you by us; or
- the date on which you are due to check into accommodation provided for you by us

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 £25 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** The payment that you make to book your holiday will be subject to a £7.50 administration charge.

**3.7** Any refunds due will be subject to an administration charge of 20 pence.

#### **4. Surcharges – Price increases after booking**

**4.1** Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your holiday may change after you have booked. However there will be no change within 30 days of your Departure Date.

**4.2** We will absorb and you will not be charged for any increase equivalent to 2% of the price of your holiday, which excludes insurance premiums, any Amendment Charges and any administration charges. You will, however, be charged for increases over and above that amount, plus an administration charge of £1.00 per person. If this means that you have to pay an increase of more than 10% of the price of your holiday, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any Amendment Charges.

**4.3** We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

**4.4** Should you decide to cancel your holiday pursuant to condition 4.2, you must exercise your right to do so within 14 days from the date printed on the written notice of surcharge that we send to the Main Booker.

**4.5** Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements for your holiday 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.

**4.6** The price of your holiday was calculated using exchange rates quoted by Barclays Capital on 25 February 2017 in relation to the United Kingdom Pound Sterling and the Euro of £1/€1.18155.

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

**5.1** 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 for making the change (**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.

**5.2** 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)).

**5.3** Subject to section 5.1 any changes to your booking will incur the following Amendment Charges:

Changes made 42 days or more from your Departure Date:

- 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.
- 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.

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

- Changes to component elements such as ski hire, ski school, others extras, events or excursions will incur an Amendment Charge of £25 per change.
- 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.
- 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.

From the 21<sup>st</sup> day before the Departure Date, all package elements will be frozen and no changes will be possible except in the circumstances provided for in condition 5.5.

**5.4** 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.

**5.5** Subject to section 5.1 if you are prevented from travelling due to circumstances beyond your control (and not just a change of mind) you may transfer your booking to another person provided the following conditions are met:

- you must authorise us to make the transfer;
- the person to whom you transfer your holiday booking must comply with all the terms of the existing booking; that person must accept the transfer and agree that he or she is bound by these terms and conditions; and
- 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).

We will also charge an Amendment Charge of £55 (this will be applied to the booking). Please note you cannot transfer a holiday booking within 21 days of the Departure Date and you will remain responsible for the payment of any balance on that new invoice should the person you have transferred the booking to fails to pay it. If we incur Additional Supplier Costs as a result of the name change you will be liable for such costs in addition to the Amendment Charge of £55. For example, if you are travelling by air and we incur an additional charge and/or increased fare from the airline as a result of you changing the name on your booking then you are liable for these costs plus the Amendment Charge of £55. 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 credit card/debit card charges and 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 CAA as part of the ATOL Protection Contribution. If you cancel your flight this amount that we pay to the CAA 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:

- 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
- 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                        | £25 cancellation fee – balance of hire cost refunded |
| 21 days or less                     | No refund of any of the hire cost                    |

**6.10** If you cancel your place on a waiting list for a holiday you will lose your Deposit.

## **7. Change or cancellation of the booking by Wasteland Ski**

**7.1** We reserve the right to cancel your booking or change any of the facilities, services or prices described in our brochures, marketing materials or website. We will endeavour to advise you of any changes known at the time of booking.

**7.2** As we plan your holiday well in advance we may have to make minor changes to your holiday arrangements. Transport times and carrier descriptions shown in any leaflets we distribute are for guidance only and subject to change. A change of carrier will not be considered a major change. If a major change becomes necessary we will advise you of the change as soon as possible. Whether a change is 'major' depends on the nature of the holiday and may include:

- a significant change of destination;
- a change of accommodation to a lower category;
- a change in time of your scheduled departure or return by more than 12 hours (but not a flight delay); or
- a change of UK departure ports (excluding changes between London airports, London, Ebbsfleet and Ashford stations and between Dover/Folkestone ports).

A delay that we need to make to your departure or return travel within 24 hours before you are due to depart will not be considered a major change unless the change is for more than 24 hours. These changes are only examples and there may be other significant changes which constitute major changes.

**7.3** When a major change occurs you will have the choice of either:

- accepting the change; or
- accepting a replacement holiday from us of equivalent or similar standard and price (at the date of the change) if we are able to offer you one; or
- taking a substitute package of lower quality from us and recovering from us the difference in price between the price of the package that you purchased and that of the substitute package (at the date of the change) if we are able to offer you one; or
- cancelling your holiday, in which case you will receive a refund of all the money that you have paid for the holiday. Please note that you will not receive a refund of any Amendment Charges or Additional Supplier Costs that you have incurred or that we are liable for.

**7.4** Wasteland may have to cancel your holiday arrangements. Operation of all holidays is dependent upon a minimum number of persons booking the holiday. If that number is not achieved we reserve the right to cancel the holiday. However we will not cancel your holiday after the Balance Due Date except for reasons of force majeure or failure on your part to pay any amounts due to us by the Balance Due Date. Where we cancel your booking where you are not in breach of these conditions and other than for reason of force majeure we will offer you either:

- a replacement holiday from us of equivalent or similar standard and price (at the date of the change) if we are able to offer you one; or
- a substitute package of lower quality where you can recover from us the difference in price between the price of the package that you purchased and that of the substitute package (at the date of the change) if we are able to offer you one; or
- a refund of all the money that you have paid for the holiday. Please note that you will not receive a refund of any Amendment Charges that you have incurred.

**7.5** If we need to cancel your holiday after the Departure Date we will, wherever possible, make suitable alternative arrangements. If we are unable to make alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

**7.6** Where we make a major change to or cancel your holiday (where you are not in breach of these conditions), except where a major change or cancellation arises from circumstances amounting to force majeure or for any other reason beyond our control we will pay you, as a minimum, compensation as detailed below. Any compensation payable will be on these scales, based on how many days before your Departure Date we tell you of a major change or cancellation:

| Period before scheduled Departure Date when we notify you of a major change or cancellation | Compensation payable per person |
|---|---------------------------------|
| More than 56 days   | Nil                             |
| 56 – 43 days  | £5                              |
| 42 – 29 days  | £9                              |
| 28 days or less   | £14                             |

**7.7** This standard compensation payment will not affect your statutory or other legal rights. We will only make one compensation payment for each full-fare-paying adult in the holiday booking. Any person using a free place will not receive any standard compensation payment.

**7.8** We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is not refundable or non chargeable or incurs penalties or incur any travel costs until such time as your travel itinerary has been confirmed. If you make such arrangements which you are then unable to use due to changes in your itinerary we shall not be liable to you for the costs of those arrangements.

**7.9** When we refer to “**force majeure**” or “**changes that arise beyond our control**” we mean any event that we could not foresee or avoid, even after taking all reasonable care. Such circumstances will usually include, but are not limited to: war, threat of war, epidemic, closed or congested airport or ports or roads, natural or nuclear disaster; terrorist activity, civil unrest, strike, industrial dispute, bad weather (actual or threatened), change to Foreign Office advise against travel to destination, act of God, unavoidable and unforeseeable technical problems with transport, and any similar events.

**7.10** Lack of snow does not constitute a major change and no compensation, refunds or alternative holidays will be offered in these circumstances. 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. Please note that the insurance that you can take out through our booking system offers cover for piste closure due to lack of snow.

## **8. Coach Travel**

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. 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). We will make appropriate arrangements for a limited number of skis or snowboard to be carried by each coach. Only those pre-booking slots of equipment carriage through the online booking system will be permitted to carry skis or snowboard on holiday. Anyone carrying ski or snowboard boots must ensure they are packed within their main hold bag and not in a separate boot bag. You are fully responsible for your own baggage at all times. While in transit you must ensure that your baggage is loaded and unloaded onto the correct vehicle at the correct time. 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.

## **9. Flight Bookings**

**9.1** 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.

**9.2** 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.

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

**9.4** 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.

**9.5** 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 is 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.

**9.6** 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.

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

**10.1** Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected in the UK. The suppliers of the services and facilities included in your holiday should comply with local standards where they are provided and the services and facilities will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply.

**10.2** Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 2 times the cost of your travel arrangements. This maximum will only be payable where every aspect of your holiday has gone wrong and you have not received any benefit from your holiday.

**10.3** We shall have no liability where the cause of the failure to provide, or failure in, your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your holiday and is unforeseeable or unavoidable, or is attributable to our employees, agents, subcontractors and suppliers and their staff whilst acting outside the scope of their employment, or is due to information, however obtained, from outside sources such as independent third party websites, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or is due to an event which neither we, nor our agents or suppliers could have foreseen or forestalled.

**10.4** If any international convention applies to, or governs, any of the services or facilities included in your holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include, without limitation: in respect of international air travel, the Warsaw Convention 1929 (as amended) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. Other than as set out above, and as is detailed elsewhere in these conditions, we shall have no legal liability whatsoever to you for any loss or damage.

**10.5** If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased in resort your claim should be directed to the activity provider and not to us.

**10.6** Please note that the timings of air, sea, road or rail departures are estimates only. These timings may be affected by operational difficulties such as weather conditions or failure of passengers to check in on time.

**10.7** 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. You must follow the procedures for the notification of complaints set out in condition 15.

**10.8** 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.

**10.9** 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.

**10.10** 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.

## **11. Insurance**

**11.1** 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.

**11.2** 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.

**11.3** Further information about Wasteland's specialist winter sports policies can be found here: [https://booking.wastelandski.com/media/project\\_wbb/document/wasteland-ski-pw-2017-2018-final-v3.pdf](https://booking.wastelandski.com/media/project_wbb/document/wasteland-ski-pw-2017-2018-final-v3.pdf) 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 and Channel Islands residents.

**11.4** 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 11.5 applies.

**11.5** 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.

**11.6** 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.

## **12. Damage Deposit**

**12.1** You must pay a deposit for any damage 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 conditions 12.2 to 12.6 and 12.8 to 12.10.

**12.2** 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.

**12.3** 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.

**12.4** 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.

**12.5** 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 than 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.

**12.6** "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.

**12.7** 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.

**12.8** We will return the balance of your Damage Deposit (where applicable) 8 weeks after the return date of your trip unless we are dealing with a claim that may affect the amount of your Damage Deposit that we return to you. If we are dealing with any such claim then the balance of your Damage Deposit (where applicable) will be returned to you as soon as reasonably practicable. 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 fee of £5 from the amount of Damage Deposits that we return. Where the automatic deposit return fails, you must reclaim your Damage Deposit within 10 weeks of your return. Where damage deposits are not reclaimed in this period Wasteland reserves the right to retain the Damage Deposit. If you wish to reclaim your Damage Deposit into an international bank account you are liable for the costs of the international bank transfer.

**12.9** Where we deduct damage costs from Damage Deposits we reserve the right to levy an administration fee for each deduction we make of 20% of the value of the deduction.

**12.10** Where we, in our reasonable opinion, needs 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.

**12.11** 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.

**12.12** 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.

### **13. Accommodation**

**13.1** 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.

**13.2** 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.

**13.3** 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.

**13.4** 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.

### **14. Behaviour**

**14.1** 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.

**14.2 Drugs** – We operates 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.

**14.3 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.

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

## **15. Complaints**

**15.1** If you have a complaint during your holiday, please alert us within 24 hours so we are able to react appropriately. If the matter cannot be resolved in resort, you must notify us in writing to [help@wastelandski.com](mailto:help@wastelandski.com) within 28 days of your return to the UK.

**15.2** 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.

**15.3** 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 our a proper investigation.

**15.4** 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.

**15.5** 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)).

## **16. Passport and Visa Requirements**

**16.1** 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. Any fines, penalties, payments or expenditures incurred as a result of breach of these requirements shall be paid by or charged to you. We cannot accept responsibility if passengers are not in possession of the correct travel documents. 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

## **17. Health Requirements**

**17.1** 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/>.

**17.2** 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.

**17.3** 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.

## **18. Foreign and 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)

## **19. Subject to Availability**

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

## **20. Disability and Special Requests**

**20.1** Please advise us at the time of booking if you have any special request. 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.

**20.2** 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.

**20.3** 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. For the avoidance of doubt no unaccompanied minors (those under 18 years of age) can be accepted on our bookings.

**20.4** 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.

## **21. Image Release**

**21.1** In part consideration of receiving our services you grant us permission to use any photographs or moving images (**Images**) featuring you throughout the world for any of our commercial or non-commercial purposes 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 website (**Specified Purposes**), in their original format or edited or altered in any way which we deem appropriate.

**21.2** You do not object to us:

- storing copies of the Images for the Specified Purposes or to us storing your contact details on our database in case we need to contact you; or
- transferring the Images and your contact details to a destination outside the European Economic Area (**EEA**) or storing them at a destination outside the EEA for the purposes set out above.

## **22. Miscellaneous**

**22.1** 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.

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

**22.3** 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.

**22.4** 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.

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

## **23. Data Protection**

**23.1** Apart from as stated in condition 23.2 below none of the information you provide to us in connection with

your booking will be divulged to persons unconnected with your Group without your express permission. The contact details supplied including postal address, telephone number and email address will only be used to fulfil holiday or group administration and to communicate details of our products and services. The personal information supplied about members of the Group will only be used to allow our employees, agents, subcontractors and suppliers to provide the services that you have booked for your holiday.

**23.2** Your personal details will be passed on to the Ski Club of Great Britain to enable them to provide you with certain services that they are offering to customers who book a holiday with us.

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

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

**24.2** 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.

**24.3** We have teamed up with Prefitted who will take fittings in the UK for your ski/snowboard hire before you go on holiday. Please read Prefitted's terms and conditions below.

## **TERMS AND CONDITIONS FOR THE SUPPLY OF PREFITTED CLOTHING AND EXTRAS AND FOR THE SUPPLY OF THE PREFITTED FITTING SERVICE**

**Alpserve Limited (trading as "Prefitted")**  
**20-22 Wenlock Road**  
**London**  
**N1 7GU**

**Company number: 10865804**  
**Telephone number: 02082466677**  
**Email: [contact@prefit.me](mailto:contact@prefit.me)**  
**Website: [www.prefitted.co.uk](http://www.prefitted.co.uk)**

This section sets out information about Alpserve Limited trading as Prefitted ("**Prefitted**") and about the legal terms and conditions ("**Prefitted Terms**") on which Prefitted Clothing / Extras and the Prefitted fitting service are supplied to you and/or other individuals in your group through your placement of an order for Prefitted Clothing / Extras or Equipment hire through the booking system on Wasteland's website ("**Site**").

Your contract for Equipment hire is with either Sport 2000 France SAS or RentaSki S.L. depending on which resort you are going to (Wasteland is acting as agent for and on behalf of these suppliers), but your contract for the hire of Prefitted Clothing / Extras and/or for the supply of the Prefitted fitting service is with Prefitted. Wasteland simply advertises Prefitted Clothing / Extras on the Site and collects payment from you for the use of Prefitted Clothing / Extras which Wasteland passes on to Prefitted. The Prefitted fitting service is included in the cost of your Equipment hire or holiday. As Wasteland is only acting as Prefitted's advertising and payment agent, any questions, queries, claims, rights to sue or rights to reimbursement that you have in respect of the supply of Prefitted Clothing / Extras and/or for the supply of the Prefitted fitting service are with Prefitted not Wasteland.

Please read these Prefitted Terms carefully and make sure that you understand them before ordering any Prefitted Clothing / Extras from the Site and/or before receiving the Prefitted fitting service. Please note that by ordering any Prefitted Clothing / Extras and/or by placing an order for the hire of Equipment you agree to be bound by these Prefitted Terms.

### **1. Interpretation and Definitions**

The definitions set out below shall apply to these terms and conditions:

- 1.1. "Agreed Return Location" means the return location as agreed between the Customer and Prefitted/Wasteland.
- 1.2. "Equipment" means the technical equipment listed in the Fitting Schedule (skis, ski poles, snowboards, ski and snowboard boots).

- 1.3. "Customer" means you and any other person on your booking who places an order for Prefitted Clothing / Extras or Equipment hire on the Site.
- 1.4. "Clothing" means the clothing to be rented in accordance with the details set out on the Fitting Schedule.
- 1.5. "Extras" means Helmet, or GoPro Camera and mounts.
- 1.6. "Fitting Event" means an appointment booked by you and/or another Customer where you and/or another Customer meets Prefitted's representatives who will take your and/or another Customer's measurements for the Equipment that you and/or another Customer has ordered for hire.
- 1.7. "Fitting Schedule" means the schedule setting out the Customer's details, Equipment and fitting requirements and the Clothing/Extras order, to be signed off by the Customer at the time the Customer receives Prefitted's fitting service.
- 1.8. "Goods" shall mean any Clothing or Extras.
- 1.9. "Prefitted" means Alpserve Limited a company incorporated in England and Wales under company number 10865804.
- 1.10. "Rental Price" means the price to be paid for the Equipment, Clothing or Extras rental as set out in the Fitting Schedule or on the Site.
- 1.11. "Suppliers In Resort" refers to the end supplier of Equipment in the relevant resort as communicated by Prefitted or Wasteland to the Customer or the Customer's group leader.
- 1.12. "Term" means the term of hire, which shall be from the date of handover or from the date of postage if posted until the agreed return date or five working days after return to the UK if posted.
- 1.13. "Wasteland" means Wasteland Ski Limited a company incorporated in England and Wales under company number 2984127.
- 1.14. "You" or "Your" means you, the person who placed an order for Prefitted Clothing Extras or Equipment hire on the Site, whether for yourself or on behalf of other individuals.

## **2. Equipment fitting and rental**

- 2.1. Prefitted will take the Customer's relevant measurements at a Fitting Event in the UK prior to the Customer's departure on holiday; this information is recorded in the Fitting Schedule and communicated to the Suppliers In Resort to enable the provision of the relevant Equipment.
- 2.2. The description and quantity of the Equipment to be provided is set out in the Fitting Schedule.
- 2.3. No warranty as to comfort or brand provided is given by Prefitted.
- 2.4. Subject to Clause 4.1, the Customer shall be entitled to use the Equipment for the Term only and must return the Equipment on the expiry of the Term to the Agreed Return Location.
- 2.5. If the Equipment is lost, damaged or stolen or if the Customer fails to return the Equipment to the Agreed Return Location on time, the Customer will be charged for the cost of repairing or replacing the Equipment. **If Wasteland or the supplier of the Equipment is unable to easily recover the cost of repairing or replacing the Equipment from the relevant Customer then Wasteland may, at its option, charge the repair or replacement costs to your debit/credit card. If, before Wasteland or the supplier of the Equipment has charged the Customer or you for the replacement of any Equipment, the Customer returns the Equipment to the Agreed Return Location in good condition then Wasteland or the supplier of the Equipment will charge the Customer or you for every week or part of a week that the Equipment was returned late beyond the Term by reference to the Rental Price.**
- 2.6. By taking the Prefitted equipment waiver insurance, the Customer is covered for any loss, damage or theft to the Equipment, subject to 2.7 to 2.11 inclusive below.
- 2.7. Should a Customer lose, damage or suffer theft of the Equipment having taken out the Prefitted equipment waiver insurance, the Customer will be required to pay each necessary excess to Prefitted directly.
- 2.8. The excess for skis or snowboards is £115 bronze, £175 silver, £225 gold and £450 platinum.

2.9. The excess for boots is: £100.

2.10. The excess for poles is: £20.

2.11. The Prefitted equipment waiver insurance does not cover Clothing or any Extras rented from Prefitted.

2.12. If a Customer does not take out the Prefitted equipment waiver insurance, the Customer acknowledges that she or he must have their own equipment insurance cover and they will be charged in full for the Equipment should the Equipment become lost, damaged or stolen.

2.13. If a Customer does not attend the Fitting Event but has paid for equipment rental prior to the fitting, they will be provided with a blank voucher for fitting in resort.

2.14 **If a Customer does not attend a Fitting Event then his or her debit/credit card will be charged £5.00 unless Prefitted/Wasteland is unable to recover payment in this manner in which case Prefitted/Wasteland may, at its option, charge £5.00 to your debit/credit card.**

### **3. Clothing and Extras rental**

3.1. The description and quantity of the Clothing/Extras to be provided is set out in the Fitting Schedule signed by the Customer.

3.2. Prefitted shall provide the Clothing/Extras in good working order and condition as agreed with the Customer at the fitting event. However, no warranty as to comfort is given by Prefitted as to the Clothing/Extras.

3.3. Following attendance at the Fitting Event, the Customer's Clothing/Extras will be ready for collection on arrival in resort.

3.4. Prefitted cannot guarantee availability of specific colour or size of Clothing/Extras, but will use reasonable endeavours to the fulfill the order from resort. No refunds will be paid if Clothing/Extras are a different colour than ordered or if they are a different size unless the different size prevents the Customer from being able to ski or snowboard safely.

3.5. The Customer shall be entitled to use the Clothing/Extras for the Term only and must return the Clothing/Extras on the expiry of the Term to the Agreed Return Location.

3.6. If any Clothing/Extras is lost, damaged or stolen or if the Customer fails to return any Clothing/Extras to the Agreed Return Location on time, the Customer will be charged for the cost of repairing or replacing the Clothing/Extras. **If Prefitted/Wasteland is unable to easily recover the cost of repairing or replacing the Clothing/Extras from the relevant Customer then Prefitted/Wasteland may, at its option, charge the repair or replacement costs to your debit/credit card. If, before Prefitted/Wasteland has charged the Customer or you for the replacement of any Clothing/Extras, the Customer returns the Clothing/Extras to the Agreed Return Location in good condition then Prefitted/Wasteland will charge the Customer or you for every week or part of a week that the Clothing/Extras was returned late beyond the Term by reference to the Rental Price along with any packaging and shipment costs that Wasteland/Prefitted incurs.**

### **4. Clothing/Extras orders, price and payment**

4.1. The Rental Price shall be paid by the Customer to Prefitted/ Wasteland prior to the collection of the Goods.

4.2. The Rental Price will be calculated based on the duration of the Term.

4.3. Any cancellation of the order by the Customer must be in writing.

4.4. Return of the Clothing/Extras before the expiry of the Term shall not entitle the Customer to a refund.

4.5. The Customer must return their Clothing/Extras to the Prefitted representative in resort, as directed, prior to departure from resort.

4.6. The Customer is responsible for any packaging and shipment costs should they fail to return Clothing/Extras in resort and will be responsible for the addition hire charges.

## **5. Cancellation**

5.1. The Customer has a statutory right to a “cooling off” period for any Clothing/Extras that have been ordered on the phone, on-line or by mail order. This period begins once an order has been placed and ends 14 working days thereafter. If a Customer changes their mind about the Goods within this period, the Customer must send Prefitted written notice cancelling the order and must not collect any Clothing/Extras in resort.

## **6. Returns Policy**

6.1. If any Goods that are rented are damaged or faulty when the Customer collects them at the start of the Term the Customer must notify Prefitted immediately. The Customer will be given the option to have the damaged/ faulty Goods replaced (if replacements are available) or to be refunded through the payment method used when ordering the Goods. Refunds or replacements will not be issued unless the Customer has returned the damaged/faulty Goods.

6.2. If any Goods purchased are damaged/ faulty when they are delivered, the Customer should contact Pre-Fit immediately to arrange collection and return. Goods must be returned in their original condition with all packaging and documentation. Upon receipt of the returned Goods, the price of the Goods, as paid, will be refunded through the payment method used when purchasing the Goods.

6.3. If a Customer receives any Equipment in resort that does not match that which was ordered, the Customer should contact the Supplier In Resort to arrange a replacement.

## **7. Limitation of Liability**

7.1. Prefitted relies on the accuracy of the information that the Customer provides and is not responsible for any error or inaccuracy in the information provided to it in carrying out the Customer’s order or for errors or omissions in the Fitting Schedule.

7.2. Prefitted will use its reasonable endeavours to supply the Goods as set out on the Fitting Schedule. In the event that the Goods are not available, Prefitted will use its reasonable endeavours to provide alternative Goods.

7.3. Prefitted personnel are trained in fitting Equipment and will provide measurements taken at the point of fitting that the Supplier in Resort may use to set the ski bindings in accordance with an industry accepted (DIN) ski binding chart. In the event that the Customer insists on a particular DIN setting, the Customer does so at all their own risk and agrees to indemnify Pre-Fit against all actions, claims or losses arising therefrom.

7.4. Save in respect of personal injury or death due to any negligence on the part of Prefitted, Prefitted shall not be liable to the Customer in respect of any loss suffered by the Customer due to any defect in the Goods or the Equipment.

## **8. Data Protection**

8.1. Prefitted is committed to protecting the Customer’s privacy and any personal information supplied to Prefitted by the Customer will be processed in accordance with the relevant data protection laws.

## **9. General Terms and Conditions**

9.1. If any provisions of these terms and conditions are held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect.

9.2. Prefitted shall not be liable for any delay or default due to any circumstances beyond the reasonable control of Prefitted including but not limited to, acts of God, war, civil unrest, strike, riot, lock-outs, fire, flood, earthquake, avalanche, or shortage of supply.

9.3. Any variation to these terms and conditions must be in writing and agreed by both Prefitted and the Customer.

9.4. The laws of England and Wales shall govern these terms and conditions and the parties hereby submit to the exclusive jurisdiction of the English Courts.

## SPORT 2000 - SKI/SNOWBOARD RENTAL - TERMS AND CONDITIONS

BETWEEN:

The user,

**Referred to hereafter as “the Customer”**

AND:

Sport 2000 France,

- **Route d'Ollainville, 91520 Egly, France**
- Registration number: RCS d'Evry 421 925 918
- Société par actions simplifiée with a capital of 14 105 191.27 Euros
- EU VAT No. FR 31 421 925 918
- Telephone: +33 1.69.26.20.00
- Fax: +33 1.69.90.32.89
- E-mail: [resa@sport2000.fr](mailto:resa@sport2000.fr)
- Legal representative: Christophe Mostaert, CEO

Acting in the name and on behalf of the member shops of the Sport 2000 network in winter sports resorts, referred to hereafter as “Hire Shops”.

You can find a list of the resorts where we have shops on this website at: <http://ski-hire-sport2000.co.uk/ski-resort/france-93/index.html>.

**Referred to hereafter as “the Company”**

### RECITALS

The Company is authorised by the Hire Shops to record bookings (referred to hereafter as “Booking(s)”) through Wasteland Ski Limited (referred to hereafter as “Wasteland”) for various winter sports equipment hired by the Customer (referred to hereafter as “Hire”).

These Rental Terms and **Conditions (referred to hereafter “RTC”)** are intended to define the terms and conditions governing the Booking and Hire of different ski and snowboard equipment through Wasteland. All Bookings and Hires are governed by these RTC.

By confirming a Booking through Wasteland, the Customer fully accepts these RTC.

These RTC may be changed on the sole initiative of the Company. The terms and conditions **applicable to a Booking and Hire are contained within Wasteland's terms and conditions and in these terms and conditions in effect on the date the corresponding Booking is made.**

## ARTICLE 1: EQUIPMENT AND SERVICES

**The different equipment and services offered on Wasteland's website are described according to categories and types.**

The Hire Shops undertake to provide quality technical equipment equivalent to the category booked.

## ARTICLE 2: COLLECTION OF HIRE EQUIPMENT

Hire Equipment is collected from the Hire Shop allocated to you in resort (if you are a large group client) or with your booking confirmation if travelling as an individual client or small group.

Hire Equipment is handed over to the person who made the Booking, under his/her sole responsibility, on presentation of the confirmation email for the Booking.

Hire Equipment can be picked up the day before the first day of hire (generally 5 p.m.) and subject to availability.

The Customer may be asked for ID when collecting the equipment.

The Hire Shop may also ask for a deposit, for a maximum amount equivalent to the retail price including tax. The deposit can be in the form of a cheque, a credit card imprint or a debit authorisation. It will be returned in full to the Customer when the Hire Equipment is returned, except in the cases mentioned in article 7 below.

## ARTICLE 3: AVAILABILITY

The Hire Equipment will be available in the Hire Shop for the selected period. Therefore, the hire automatically ends on the dates and times indicated on the hire voucher.

The Company cannot be held liable for any failure or delay in the provision of equipment by the Hire Shop concerned.

Hire Shops cannot be held liable for delays in providing Hire Equipment for reasons outside their control or in the event of force majeure. In such a case, the Hire Shop shall endeavour to provide the Customer with equipment of an equivalent or superior quality to that booked, at no extra charge, according to the equipment available in the store.

Any claim concerning Hire Equipment must be sent directly to the Hire Shop, by registered letter with return receipt no later than 3 working days after the end of the Hire period.

#### ARTICLE 4: CHANGING A BOOKING

Bookings can be changed through the Wasteland booking system – please refer to section 5 of **Wasteland's terms and conditions to see the charges that may apply to making changes.**

#### ARTICLE 5: CANCELLING A BOOKING

Bookings can be cancelled through the Wasteland booking system – please refer to section 6 of **Wasteland's terms and conditions to see the charges that may apply to cancellations.**

#### ARTICLE 6: HIRE PERIOD

The Hire period is as indicated on the Booking.

A day starts at 9 a.m. and ends at 6 p.m.

This period cannot be amended without the agreement of the Hire Shop.

#### ARTICLE 7: USE/RESPONSIBILITY/RETURN

Hire Equipment can only be adjusted by the Hire Shop.

The Customer assumes full responsibility for the Hire Equipment once he/she picks it up and until it is returned in full.

Equipment is deemed to be in good condition and fit for normal use and must be returned as such.

Any issues regarding the condition of Hire Equipment must be indicated to the Hire Shop when picking up the Equipment; a record of this will be made on the hire voucher. Failing this, no claims will be accepted subsequently.

At the end of the hire period indicated on the hire receipt, if the equipment is not returned on the date and at the time indicated, the Customer shall remain solely responsible for the Equipment in his/her possession until it is returned.

The Hire Equipment is returned at the end of the day of the period indicated in the hire receipt or the following day before 10 a.m. For any late return after 10 a.m. the following day, the Hire Shop may charge an additional day of hire per day of delay, at the price indicated in the shop.

If equipment is not returned, appropriate proceedings may be implemented, with the associated costs being paid by the Customer, in addition to the cost of the Equipment not returned invoiced at market value excluding tax on the expected date of return, the hire charges and any damages.

The Customer remains liable for any damage to Hire Equipment, with the exception of normal wear or hidden defects. For any other damage, the Customer shall be liable for the payment of the repair or replacement costs of said Equipment, up to a maximum of the replacement as new value based on current retail prices, in addition to the price of the hire. The Customer undertakes to pay these costs on the return of the Hire Equipment. Any repair is carried out exclusively by the Hire Shop.

## ARTICLE 8: SEVERABILITY

If any clause of these RentalTerms and Conditions is held to be invalid, unlawful or inapplicable, this shall not affect the validity of the other clauses.

## ARTICLE 9: DISPUTES/GOVERNING LAW

These RTC are governed by the laws of France.

Only the Court situated in the jurisdiction of the Hire Shop shall be competent to settle any disputes resulting from the application or interpretation of these RTC.