

## WHITEROAD

### BOOKING TERMS & CONDITIONS

These Booking Terms and Conditions, together with our privacy policy and, where your holiday is booked via our website, our website terms and conditions of use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your booking with Wasteland Ski Limited trading as Whiteroad whose registered office is at East House 109 South Worple Way, London, SW14 8TN Company No: 02984127 (“we” or “us”). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking (the “**Main Booker**”) agrees on behalf of all persons detailed on the booking that:

- a. he/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- b. he/she consents to our use of information in accordance with our Privacy Policy;
- c. he/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

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, the 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 E-tickets

**Please Note:** We act in the following capacities: as a Package Organiser in the sale of a Package Holiday, as an agent to help you to arrange holiday products and as a Principal in the sale of single-element bookings (i.e. extra services such as equipment hire, ski lessons etc.). Our obligations to you may vary depending upon which arrangements you book with us, and we have tried to set them out below as clearly as possible:

- (A) Section A contains the conditions which will apply to all bookings.
- (B) Section B contains the conditions which will apply when you make a booking with us where we act as the Package Organiser.
- (C) Section C contains the conditions which will apply where you make a single-element booking with us, where we are acting as Principal.
- (D) Section D contains the conditions which apply when you make a booking where we are acting in an Agency capacity.

#### SECTION A – APPLICABLE TO ALL BOOKINGS

##### 1. Booking and Paying for your Arrangements

Once we have received all appropriate payments, we will, subject to availability, confirm your booking by issuing a confirmation invoice, either directly from us or on behalf of the Supplier/Principal of your chosen arrangements, where we are acting in an agency capacity.

A binding contract between you and us (where we are the Principal or Package Organiser) or you and the Supplier/Principal (where we are acting as an Agent), will come into existence when we despatch the booking confirmation.

Please check this confirmation and all other booking documents that you receive carefully, as soon as you receive them. You must contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately, as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document immediately. Please ensure that the names given are the same as in the relevant passport.

## **2. Paying for your Arrangements**

You will be required to pay a deposit or make full payment for your booking at the time of booking. Where you only pay a deposit you must pay the full balance by the balance due date notified to you.

If full payment is not received by the balance due date:

- a) Where you have booked a Package where we are acting as the Package Organiser, we will cancel your booking and impose the cancellation charges set out in Section B, below.
- b) Where you have booked a single service arrangement, where we are acting as a Principal, we will cancel your booking and impose the cancellation charges set out in Section C, below.
- c) Where you have made a booking where we are acting in an Agency capacity, we will notify the Supplier/Principal who may cancel your booking and charge the cancellation fees set out in their own Terms and Conditions.

## **3. Accuracy**

We endeavour to ensure that all the information and prices both on our website and in any advertising material that we publish are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

## **4. Special Requests**

If you have any special requests, please let us know at the time of booking. We will pass on all such requests to the supplier but we do not guarantee that they will be met and we will have no liability to you if they are not.

We do not accept bookings that are conditional upon any special request being met.

## **5. Insurance**

Adequate and specialist winter sports travel insurance is a condition of your contract either with us or the Supplier/Principal in question, as applicable. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses, medical evacuations and repatriation in the event of accident or illness. Failure to disclose relevant

information, including the nature of your chosen arrangements, may affect your insurance. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

You can take out one of our 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. We are the Appointed Representative of Rush Insurance Services Limited. We have no responsibility for handling any claims or for paying out any money due to you under the URV Travel Insurance Cover.

Further information about our 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, Eire and Channel Islands residents.

If you choose to take out one of our 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: [customerservices@whiteroad.co.uk](mailto:customerservices@whiteroad.co.uk) 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 the paragraph below applies.

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.

If you have purchased Insurance through WhiteRoad, it will be a Wasteland Ski policy, please ensure you read the policy documents:

If you decide not to take out one of our 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.

## **6. Fitness to Travel and Medical Conditions**

We are not a specialist disabled holiday company but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your trip, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in your chosen arrangement.

Acting reasonably, if we (or the Supplier/Principal, where we are acting in an Agency capacity) are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

## **7. Your Behaviour**

Please be aware that the booking conditions of the supplier will normally state that your holiday arrangements can be terminated, with no refund, if the behaviour of your party falls below an acceptable standard. Suppliers will also often require you to pay for any damage you cause to the accommodation or services in resort. We are under no obligation to you if any event such as this occurs. You agree to indemnify us for the full amount of any claim (including all legal costs) made against us by the supplier or any third party as a result of your conduct.

Occasionally, our suppliers may require you to pay an advance damage deposit when placing a booking or otherwise prior to your arrival in resort. Where applicable, the advance damage deposit will be returned to you in full, by the supplier, once your holiday has come to an end and the Supplier is satisfied that no damage has been caused to the property.

**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 our 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.

**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 any time 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.

You must follow our guidelines on resort safety

## **8. Complaints**

Where we are acting in an Agency capacity, the contract for your arrangements is between you and the Supplier/Principal and any queries or concerns should be addressed to them. If you have a problem whilst abroad, this must be reported to the representative / supplier or their local supplier or agent immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances.

Where you have made a booking where we are acting as either the Principal or the Package Organiser, we make every effort to ensure that your arrangements run smoothly but if you do have a problem during your stay, please inform both ourselves and the relevant supplier immediately who will endeavour to put things right. If the matter cannot be resolved in resort, you must notify us in writing to [customerservices@whiteroad.co.uk](mailto:customerservices@whiteroad.co.uk) within 28 days of your return to the UK giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 9 for further details. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

## **9. ABTA**

We are a Member of ABTA, membership number W1042. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## **10. Force Majeure**

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to (actual or threatened) war, civil strife terrorist activity and its consequences, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

## 11. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are taking part in your trip are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

## 12. Passport, Visa and Immigration Requirements and Health Formalities

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.

For European holidays you should obtain a completed and issued form EHIC prior to departure.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/travelaware>.

**Non British passport holders**, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

## 13. Image Release

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.

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.

#### **14. Conditions of Suppliers.**

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

#### **15. Advance Passenger Information**

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

#### **16. Foreign Office Advice**

You are responsible for making yourself aware of Foreign Office advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure (see clause 10).

#### **17. Data Protection**

Apart from as stated in this clause 17, 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.

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.

#### **18. Jurisdiction and Applicable Law**

These Booking Terms and Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only.

### **SECTION B: PACKAGE HOLIDAY BOOKINGS**

**This section only applies to Package Holidays booked with us as Organiser. Please read this section in conjunction with Section A of these Booking Conditions.**

#### **19. Definition of Package**

A "Package Holiday" exists if you book a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation: (a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant

proportion of the package. Where you have booked a Package Holiday with us, we will accept responsibility for it in accordance with these Booking Conditions as an “Organiser” under the Package Travel, Package Holidays and Package Tours Regulations 1992.

## **20. Pricing**

The price of your travel arrangements has been calculated using exchange rates quoted in Barclays Capital on an ongoing basis in relation to the following currencies: GBP and Euros.

**We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays.**

The price of your confirmed holidays is subject at all times to variations in:

- (i) transportation costs, including the cost of fuel; or
- (ii) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; or
- (iii) the exchange rates used to calculate your arrangements.

Such variations could include but are not limited to cost changes which are part of our contracts with transport providers and any other suppliers.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that, 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 confirmed travel arrangements (excluding any amendment charges and/or additional services or travel arrangements), 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 to us, except for any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

Should the price of your arrangements go down due to the changes mentioned above, by more than 2% of your confirmed holiday cost, then any refund due will be paid to you. However, 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.

There will be no change made to the price of your confirmed arrangements within 30 days of your departure nor will refunds be paid during this period.

## **21. Changes by You to Your Package Holiday**

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £30 per person per change if the change is made more than 28 days before departure and £50 per person per change if the change is made between 27 and 22 days before departure, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to

proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 22.

**Transfer of Booking:** If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements) providing we are notified not less than 28 days before departure and you pay an amendment fee of £50 per person transferring, meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers and the transferee agrees to these Booking Conditions and all other terms of the contract between us. If you are unable to find a replacement, cancellation charges as set out in clause 22 will apply. Otherwise, no refunds will be given for passengers not travelling or for unused services.

**Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.**

## **22. If You Cancel Your Package Holiday**

If you or any member of your party decides to cancel your confirmed booking you must notify us in writing immediately by sending an e-mail to customerservices@whiteroad.co.uk. Your notice of cancellation will only take effect when it is received in writing. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below. The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling:

<b>Period before departure within which notice of Cancellation by you is received</b>	<b>Amount of cancellation charge</b>
45 days or more prior to departure	25% total holiday cost or loss of deposit, if greater.
44 to 28 days prior to departure	60% of total holiday cost
27 to 22 days prior to departure	80% of total holiday cost
Less than 22 days prior to departure	100% of total holiday cost

Please note that amendments charges are not refundable in any circumstances.

**Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.**

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

We will deduct the cancellation charge(s) from any monies you have already paid to us.

If you cancel your booking your cancellation fee will not be applied against the empty bed in your accommodation, and your group will be expected to pay for this in full'. Therefore, 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.

**Please Note:** If you cancel your place on a waiting list, you will lose the £100 deposit paid

## **23. If We Change or Cancel Your Package Holiday**

As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.



**Changes:** If we make a minor change to your holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in our advertising material may be subject to change.

Occasionally we may have to make a major change to your confirmed arrangements. "Examples of "major changes" include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your arrangements of twelve or more hours.
- A significant change to your itinerary, missing out one or more destination entirely.

**Please Note:** 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.

**Cancellation:** We will not cancel your travel arrangements less than 56 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i (for major changes) accepting the changed arrangements;
- ii having a refund of all monies paid; or
- iii accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

**Compensation**

If we cancel or make a major change less than 56 days before departure, we will pay compensation as detailed below. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

<b>Period before departure within which notice of Cancellation or major change is notified to you</b>	<b>Compensation payable per person booking</b>
56 days or more	Nil
55 - 43 days prior to departure	£5
42 - 29 days prior to departure	£9
Less than 28 days prior to departure	£14

IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- where we make a minor change;
- where we make a major change or cancel your arrangements more than 56 days before departure;
- where we have to cancel your arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- where we are forced to cancel or change your arrangements due to Force Majeure (see clause 10).

Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if accommodation is offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

#### **24. Our Responsibilities in Respect of Package Holidays**

- (1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees’ or suppliers’ negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - (a) the act(s) and/or omission(s) of the person(s) affected; or
  - (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
  - (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
- (3) **We limit the amount of compensation we may have to pay you if we are found liable under this clause:**
  - (a) **loss of and/or damage to any luggage or personal possessions and money,**

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

**(b) Claims not falling under (a) above and which don't involve injury, illness or death**

The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

**(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel**

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

- (4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

**25. Financial Security**

We provide financial security for flight inclusive Packages and ATOL protected flights. We do this by way of a bond held in favour of the Civil Aviation Authority under ATOL number 10130.

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. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our

advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to Customers who book and pay in the United Kingdom.

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 we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (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).

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.

We provide financial security for holidays not including flights by way of a bond held by The Association of British Travel Agents (ABTA).

If you book arrangements other than an ATOL protected flight or Package from us, your monies will not be financially protected. Please ask us for further details.

## **26. Delays, Missed Transport Arrangements and other Travel Information**

If you or any member of your party miss your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 10 of these booking conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

Please note the existence of a “Community list” (available for inspection at [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban_en)) detailing air carriers that are subject to an operating ban with the EU Community.

Our advertising material is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

## **27. Coach Travel**

Where coach travel is included in the package we will arrange all the timings and pick up points as agreed with the Main Booker and the coach company. It is your responsibility to arrive at your departure point in good time - 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. Coaches have limited luggage space and therefore all passengers must adhere to the strict baggage allowance rules. Each passenger is permitted one medium sized bag (height 70cm x width 30cm x depth 45cm – max weight 20kg) or one rucksack up to 80 litres (max weight 20KG) or one snowboard/ Ski bag (max weight 20kg) 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. 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. 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.

## **28. Prompt Assistance in Resort**

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances. Where you experience a delay which is not owing to any failure by us, our employees or sub-contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements.

## **SECTION C – SINGLE ELEMENT BOOKINGS**

**This section applies to all single element bookings (This section will therefore apply where you make a booking of ‘bolt-on extra services’ such as ski passes, ski lessons etc. which we sell on an individual, single service basis, usually alongside the sale of a Package where we are acting in an agency capacity). Please read this section in conjunction with Section A of these Booking Conditions.**

## **29. Pricing**

Price increases may occur any time prior to departure you will be liable to pay any such increases in full. If, before you book, we know of circumstances that may cause an increase in the price of your booking after you have paid, we will endeavour to provide details to you.

## **30. Changes Made by You**

If you wish to change any part of your booking arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £30 per person per change if the change is made more than 28 days before departure and £50 per person per change if the change is made between 27 and 22 days before departure, as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable (see clause 31 below).

**Please note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.**

### **31. If You Cancel Your Booking**

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. We recommend that you use recorded delivery. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below. The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling:

<b>Period before departure within which notice of Cancellation by you is received</b>	<b>Amount of cancellation charge</b>
45 days or more prior to departure	25% of single element cost or loss of deposit, if greater.
44 to 28 days prior to departure	60% of single element cost
27 to 22 days prior to departure	80% of single element cost
Less than 22 days prior to departure	100% of single element cost

We will deduct the cancellation charge(s) from any monies you have already paid to us.

**Please note: Certain arrangements, once confirmed, may incur a cancellation charge of up to 100% of that part of the arrangements, when cancelled.**

### **32. If We Change or Cancel Your Booking**

We may in exceptional circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.

Very rarely, we may be forced by "force majeure" to change or terminate all or some of your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

### **33. Our Responsibilities**

- (1) Subject to the remainder of this clause, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.
- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - (a) the act(s) and/or omission(s) of the person(s) affected; or
  - (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
  - (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
- (3) **We limit the amount of compensation we may have to pay you if we are found liable under this clause:**
  - (a) **loss of and/or damage to any luggage or personal possessions and money,**

The maximum amount we will have to pay you in respect of these claims is £25 per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.
  - (b) **Claims not falling under (a) above and which don't involve injury, illness or death**

The maximum amount we will have to pay you in respect of these claims is twice the price paid by you in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.
- (4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

## **SECTION D: AGENCY BOOKINGS**

**This section applies to bookings we make for you when acting as agent. Please read this section in conjunction with Section A of these Booking Conditions.**

### **34. Your Contract**

When making your booking we will arrange for you to enter into a contract with the Supplier/Principal named on your booking confirmation. As an agent we accept no responsibility for the acts or omissions of the Supplier/Principal or for the services provided by the Supplier/Principal.

The Supplier/Principal's Terms & Conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them.

### **35. Cancellation and Amendment**

Any cancellation or amendment request must be sent to us in writing and will take effect from the day we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the Supplier/Principal of your arrangements. The Supplier/Principal may charge the cancellation or amendment charges shown in their Terms and Conditions (which may be as much as 100% of the cost of the travel arrangements and will normally increase closer to the date of departure).

### **36. Changes or Cancellations by the Supplier**

We will inform you of any changes or cancellations made by the Supplier/Principal as soon as reasonably possible. If the Supplier/Principal offers alternative arrangements or a refund, you will need to let us know your choice within the stipulated time frame. If you fail to do so the Supplier/Principal is entitled to assume you wish to receive a full refund. We accept no liability for any changes or cancellations made to your arrangements by the Supplier/Principal under your contract with them.

### **37. Administration Charges**

In certain circumstances we apply an administration charge for the services we provide:

<b>SERVICE</b>	<b>ADMINISTRATION CHARGE</b>
Cancellation or Amendment	Supplier/Principal's charge + £30 per person per change if the change is made more than 28 days before departure and £50 per person per change if the change is made less than 27 days before departure
Special requests after booking has been confirmed	Supplier/Principal's charge £30 per person per request if the request is made more than 28 days before departure and £50 per person per request if



	the request is made less than 27 days before departure
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**38. Our Responsibility for Your Booking**

Your contract is with the Supplier/Principal and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of the commission earned in relation to your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.