

## SKI CLUB WINTER ARRANGEMENTS LIMITED BOOKING CONDITIONS

These Booking Conditions, together with our Privacy Policy and where your holiday is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Ski Club Winter Arrangements Limited (trading as, Ski Club Freshtracks and Mountain Tracks) a company registered in England with company number 02099115 and registered office Canterbury Court Kennington Park, 1-3 Brixton Road, London, England, SW9 6DE (“we”, “us”, “our”). 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 agrees on behalf of all persons detailed on the booking that:

- a. for bookings of a Freshtracks package holiday, you must have a Full membership to Ski Club of Great Britain and for Mountain Tracks holidays, you consent to automatically being enrolled into the Basic membership of Ski Club of Great Britain (for further detail please see condition 28);
- b. you have read these Booking Conditions and has the authority to and does agree to be bound by them;
- c. you consent to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- d. you are over 18 years of age and a resident in the United Kingdom and where placing an order for services with age restrictions declares that you and all members of the party are of the appropriate age to purchase those services;
- e. you accept financial responsibility for payment of the booking on behalf of all persons detailed on the booking;
- f. you pay special consideration to the provisions within condition 10 and acknowledge these are your responsibilities which are a condition of this contract.

**Please Note: We act in the following capacities, as a Package Organiser in the sale of a package holiday (please see condition 19 for further details) and as a Principal in the sale of a ‘single service’ booking (i.e. Ski Course booking).** As a result our obligations to you will vary depending upon whether you book a holiday package with us or whether you make a single service booking. Our differing obligations are set out below, in the following separate sections:

- (A) Section A contains the conditions that will apply to all bookings you make with us;
- (B) Section B contains the conditions which will apply when you make a package holiday booking with us where we act as the Package Organiser; and
- (C) Section C contains the conditions which will apply where you make a single service booking with us, where we are acting as Principal.

Unless these Booking Terms & Conditions state otherwise, any reference to European Union law and/or International Conventions in these Booking Terms & Conditions that is directly applicable or directly effective in the United Kingdom is a reference to how it applies in England and Wales. This includes where the law has been retained, amended, extended, re-enacted or given effect on or after 11pm on 31st January 2020 (including the transition period).

### SECTION A – APPLICABLE TO ALL BOOKINGS

This section applies to all bookings made with us. Please read this section in conjunction with the relevant section below which is applicable to your booking.

## **1. Booking & Paying For Your Package Holiday or Single Service**

A booking is made with us when you pay us a non-refundable deposit (or full payment if you are booking within 10 weeks of departure) and we issue you with a booking confirmation email. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation email that will confirm the details of your booking. If your confirmed booking includes a flight, we will also issue you with an ATOL Certificate. Upon receipt, if you believe that any details on the ATOL Certificate or booking confirmation or any other document are wrong you must advise us immediately as changes can not be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

The balance of the cost of your package holiday or single service (including any applicable surcharge) is due not less than 10 weeks prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case we shall retain your deposit. .

## **2. Accuracy**

We endeavour to ensure that all the information and prices both on our website and in our brochures 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 package holiday or single service that you wish to book, before you make your booking.

## **3. Travel Insurance**

Valid and adequate travel insurance is a condition of your contract with us for your package holiday or single service booking. It is your responsibility to ensure that your policy provides cover for all the activities that you participate in during your package holiday or single service booking.

We offer a Ski Club insurance policy which you can purchase and such policy provides cover that we require for all bookings you book with us. This policy can be found at [skiclubinsurance.co.uk](http://skiclubinsurance.co.uk). Please contact us for further details.

If you decide to purchase insurance elsewhere, it is your responsibility to ensure that your policy provides cover as that of the Ski Club Insurance policy. The policy of insurance should provide cover for personal injury, death, medical and repatriation costs in the countries which you intend to visit, together with cover for loss of baggage and valuables, personal liability, delay, cancellation, curtailment, missed departure and legal expenses. The policy should also include cover against losses caused by the effects or consequences of Covid-19. Due to the type of holidays that you will be booking with us, we also advise that your policy should include skiing off-piste without a guide.

Please note, insurance premiums must be paid at the same time as booking in order for the package holiday or single service cancellation cover to be effective. It is also advised to keep your insurance details with you while you are on your package holiday or single service booking.

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.

## **4. Jurisdiction and Applicable Law**

These Booking 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. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

## **5. Cutting Your Package Holiday or Single Service Short**

If you are forced to return home early, we cannot refund the cost of any package holiday or single service arrangements you have not used. If you cut short your package holiday or single service booking and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your package holiday or single service not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

## **6. 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 "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided, even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

## **7. Special Requests**

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation, or that it has been passed on to the supplier, is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

For shared room request protocols, please see Section B, condition 24 below.

## **8. Disabilities, Medical Problems & Fitness**

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 booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen holiday arrangements.

We may require you to produce a doctor's certificate certifying that you are fit to participate. Due to the type of package holidays and single service bookings we offer, there may be an element of increased risk; skiing, snowboarding and other winter sports can be dangerous, particularly when skiing off-piste or ski touring. You must be competent and fit enough to undertake these sports and you must take all reasonable precautions for your own safety and the safety of any children for whom you are responsible.

Acting reasonably, if we 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.

## **9. Complaints**

We make every effort to ensure that your package holiday or single service arrangements run smoothly. However, if you do have a problem during your stay, please inform the representative, guide or instructor

immediately, who will endeavour to put things right. If your complaint is not resolved locally, please contact the Ski Club Holiday Team at 020 8410 2022.

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office, ideally within 28 days of the end of your stay, 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 condition 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 ABTOT membership for our non-flight package holidays.

## **10. Your Responsibility & Behaviour**

You must ensure that your equipment is in good working order and that you are suitably clothed for each day of skiing or snowboarding. Children should wear suitable helmets at all times when they are participating in winter sports. You will be expected to provide your own backpack shovel and probe.

**Avalanche Transceivers:** On every All Mountain, Off-Piste and Touring holiday, avalanche transceivers are provided at the start of your holiday. It is a condition of your holiday that the avalanche transceivers are to be:

- worn by every named person of your booking, each day;
- checked by each named person of your booking each morning of your holiday, to ensure your avalanche transceiver is in good working order; and
- returned to your representative at the end of your holiday. If you do not return the avalanche receiver at the end of your holiday, we reserve the right to charge you for a replacement.

**Please note, if you discover your avalanche transceiver is not in good working order at any point of your stay, it is your responsibility to inform your representative, guide or instructor immediately.**

Unless you are accompanied by a professional mountain guide or ski instructor, you must use your own judgment when deciding which route to follow. When you are skiing under the guidance of a professional guide or instructor organised through us, you should follow their reasonable instructions. In the event that you feel that any route is beyond your capability to ski safely, you must inform your representative, instructor or guide immediately.

You accept that representatives, guides and instructors have the right to prevent you from participating in any programme organised by us if, in their reasonable opinion, you cannot participate safely because your standard of skiing, fitness or conduct is inadequate, as this may present a danger to others.

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other holiday arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other holiday arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your package holiday or single service booking with us.

## 11. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on your package holiday or single service booking, are not part of your contracted package holiday or single service 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. Entry, Passport, Visa, Immigration Requirements & Health Formalities

It is your responsibility to check and fulfil the entry, passport, visa, health and immigration requirements applicable to your itinerary. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before your holiday. 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 in regard to health formalities. 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>.

Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check <https://uk.usembassy.gov>.

For European travel you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC).

For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC can not be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

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

**Non British passport holders**, including other EU nationals, should obtain up to date advice on entry, passport, visa, health and immigration 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 entry, 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 entry passport, visa, immigration requirements or health formalities.

**Please note: The impacts of Brexit may change your visa, ticket and health requirements. Third country nationals may require an airport transit visa when passing through EU Member States. There is the potential for disruption at borders when travelling between the UK and EU Member States and you should allow sufficient time for this when planning any onward travel. You should check any impacts of Brexit on your travel, in advance of your departure, to ensure that you fulfil the requirements post-Brexit, including any passport validity requirements. The UK Government passport checker can be found here <https://www.gov.uk/check-a-passport-travel-europe>.**

## 13. Delays, Missed Transport Arrangements & Other Travel Information

If you or any member of your party misses 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 UK 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 UK 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 condition 6 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 "UK Air Safety list" (available for inspection at <https://www.caa.co.uk/commercial-industry/airlines/licensing/requirements-and-guidance/third-country-operator-certificates/>) detailing air carriers that are subject to an operating ban within the UK.

This brochure 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 holiday.

#### **14. 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.

#### **15. Conditions of Suppliers**

Many of the services which make up your package holiday or single service bookings, 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 us or the supplier concerned.

Please note, safety standards in many foreign countries may be lower than those at home. While hotel and other facilities available on your holiday should meet local safety regulations, these may not meet the UK standards. We personally do not inspect the safety of ski lifts, ski runs and other applicable facilities, as these are operated locally.

#### **16. Luggage, Skis & Equipment for your Holiday**

All luggage, skis, snowboards, boots, equipment and other personal effects shall be at all times and in all circumstances the owner's own responsibility and taken on holiday at the owner's risk. We cannot accept responsibility for any loss, damage, or delay to your luggage and effects unless directly caused by the negligence by us or our employees. In the event that damages is caused to baggage while in transit with airlines, or at airports this must be reported immediately to the airline or their representatives and a Property Irregularity Report (PIR) form completed by the airline or their representative. This must be completed before leaving the airport. It will not be possible to make a claim against an airline if the damage is discovered after leaving the airport and we cannot accept any responsibility for any loss or damage or delay of luggage.

Please note, as stated in condition 3, insurance coverage is required for such instances as outlined in this condition 16.

#### **17. Snow & Weather Conditions**

We cannot accept responsibility for the snow or weather conditions experienced during your package holiday or single service booking with us. Where we have used the word 'powder' in the description of your package holiday or single service booking, we will endeavour to find the best available snow, but accept no responsibility if powdery conditions are not available due to both weather or safety reasons. Though we do not offer a snow condition guarantee, we have taken the time to specially choose resorts with suitable snow records.

#### **18. Foreign, Commonwealth & Development Office Advice**

You are responsible for making yourself aware of Foreign, Commonwealth and Development Office (FCDO) 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 FCDO to avoid or leave a particular country may constitute Force Majeure. (See condition 6).

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

**This section only applies to Packages booked with us, where we are acting as the Package Organiser (please see condition 19 for further details of when this will be the case). Please read this section in conjunction with Section A of these Booking Conditions.**

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

Where your booking is for a Package that we have organised, as defined below, we will act as a "Package Organiser" and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018, as amended ("PTRs"), as outlined in this Section B of these Booking Terms and Conditions.

A "Package" exists if you book a combination of at least two different types of the following separate travel services, for the purpose of the same trip or holiday:

- (a) transport;
- (b) accommodation;
- (c) rental of cars, motor vehicles or motorcycles (in certain circumstances); or
- (d) any other tourist service not intrinsically part of one of the above travel services;

*provided that* those separate travel services are purchased together from a single visit to our website / during a single phone call with our telephone booking line and are selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term "package" or a similar term.

**IMPORTANT NOTE:** Please note that:

- a. where you have booked a Package that lasts for less than 24 hours and which does not include overnight accommodation; or

- b. where you have made a booking which consists of not more than one type of the travel services listed at (a) – (c) above, combined with one or more tourist services (as listed at (d) above), this will not create a Package where the tourist services:
  - do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the package; or
  - are selected and purchased after the performance of the transport, accommodation or car rental has started.

These bookings will be treated as “Single Service” bookings and will not be afforded the benefit of the rights under the PTRs, please see Section C of these Booking Terms and Conditions for the terms applicable to such arrangements.

## 20. Pricing

**We reserve the right to amend the price of unsold package holidays at any time and correct errors in the prices of confirmed package holidays. We also reserve the right to increase the price of confirmed package holidays solely to allow for increases which are a direct consequence of changes in:**

- a. the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- b. the level of taxes or fees chargeable for services applicable to the package holiday or single service imposed by third parties not directly involved in the performance of the holiday or single service, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- c. the exchange rates relevant to the package holiday or single service.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents) and any other travel providers. You will be charged for the amount of any increase in accordance with this condition. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed package holiday (excluding any insurance premiums, amendment charges and/or additional services or holiday arrangements), you will have the option of accepting a change to another package holiday if we are able to offer one (if this 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 insurance premiums and any amendment charges and/or additional services or holiday arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Should the price of your package holiday go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of [£AMOUNT]. However, please note that package holiday 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 holiday within 20 days of your departure nor will refunds be paid during this period.

## 21. If You Change Your Package Holiday & Transfers of 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, 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 condition 22.

**Transfer of Booking:**

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the package holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £30 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in condition 22 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

**Important Note: Certain package holiday 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 package holiday arrangements.**

**22. If You Cancel Your Package Holiday Before Departure**

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.

Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your holiday, you will have to pay the cancellation charges as follows:

<b>Period before departure in which you notify us</b>	<b>Cancellation Charge</b>
More than 10 weeks	Deposit only
70-43 days	30% of holiday cost
42-31 days	50% of holiday cost
30 days or less	100% of holiday cost

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

**Important Note: Certain package holiday 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 package holiday 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.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

**Cancellation By You Due To Unavoidable & Extraordinary Circumstances:**

You have the right to cancel your confirmed package holiday before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that

your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this condition, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

This condition 22 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

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

As we plan your package 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 package 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 the brochure may be subject to change.

Occasionally we may have to make a significant change to your confirmed holiday. Examples of “significant changes” include the following, when made before departure:

- a. A change of accommodation area for the whole or a significant part of your time away.
- b. A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- c. A change of outward departure time or overall length of your holiday by more than 12 hours.
- d. A change of UK departure airport except between:
  - I. The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
- e. A significant change to your itinerary, missing out one or more destination entirely.

Cancellation: We will not cancel your holiday less than 20 days before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. We may cancel your package holiday before this date if, e.g., the minimum number of clients required for a particular holiday is not reached.

If we have to make a significant 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 significant changes) accepting the changed package holiday arrangements; or
- ii having a refund of all monies paid; or
- iii if available and where we offer one, accepting an offer of an alternative package holiday (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 we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative package holiday arrangements.

Insurance If we cancel or make a significant change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

#### Compensation

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- (a) If, where we make a significant change, you do not accept the changed package holiday arrangements and cancel your booking;

- (b) If we cancel your package holiday and no alternative package holiday arrangements are available and/or we do not offer one.

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

<b>Period before departure in which we notify you</b>	<b>Amount you will receive from us*</b>
56 – 29 days before departure	£15 per person
28 to 15 days before departure	£25 per person
14 days or less before departure	£20 per person

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

- (a) where we make a minor change;
- (b) where we make a significant change or cancel your package holiday more than 20 days before departure;
- (c) where we make a significant change and you accept those changed package holiday arrangements or you accept an offer of alternative package holiday arrangements;
- (d) where we have to cancel your package holiday as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your package holiday arrangements due to Force Majeure (see condition 6).

If we become unable to provide a significant proportion of the package holiday arrangements that you have booked with us after you have departed, we will, if possible, make alternative package holiday arrangements for you at no extra charge and where those alternative package holiday arrangements are of a lower standard, provide you with an appropriate price reduction.

#### **24. Single Room Supplements For Package Holidays**

Please note the majority of our package holidays are priced and sold on a shared room basis and we will do our best to help you find a room sharer but this is not always possible. If, when rooming lists are finalised, there is an imbalance in numbers so that a sole occupancy supplement is incurred, this cost will be passed onto you. Please note that where individuals have been allowed or have specifically asked to share a room with another/other member(s), and one more of the individuals in the allocated room cancels their package holiday, we reserve the right to resell the cancelled place should have the demand and you may therefore end up sharing a room with another individual.

#### **25. Our Responsibilities For Package Holidays**

- (1) We will accept responsibility for the package holiday arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of the travel services specifically included in your package, as set out in your confirmation email which will include an invoice and your Holiday Information document, as well as the information we provided to you regarding the services prior to booking. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your confirmation email which will include an invoice and your Holiday Information document, as well as the information we provided to you regarding the services prior to booking.
- (2) We will not be responsible or pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.
- (3) 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 acts and/or omissions of the person affected; or

- (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) Force Majeure (as defined in condition 6).

**(4) We limit the amount of compensation we may have to pay you if we are found liable under this condition:**

**(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 required 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 up to three times 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 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 EC 261/2004 (denied boarding and flight disruption), 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.

(5) Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services set out in the confirmation email which will include an invoice and your Holiday Information document, as well as the information we provided to you regarding the services prior to booking and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation in respect of any claim for damages or compensation whatsoever will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking 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

(6) It is a condition of our acceptance of liability under this condition that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(7) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us 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.

- (8) 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;
  - (b) relate to any business;
  - (c) indirect or consequential loss of any kind.
- (9) 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.
- (10) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to “unavoidable and extraordinary circumstances”, we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this condition, “unavoidable and extraordinary circumstances” mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

## **26. Insolvency Protection For Package Holidays**

We provide financial security for flight-inclusive packages by way of our Air Travel Organiser’s Licence number 2911 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk).

When you buy an ATOL protected product 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 holiday 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 full financial protection for our package holidays which don't include flights, by way of a bond held by The Association of Bonded Travel Organisers Trust Limited (ABTOT), <https://www.abtot.com>. Our member number is 5064.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call ABTOT's 24/7 helpline on 01702 811397 and relay you are a customer of an ABTOT protected travel company.

If you book arrangements other than package holiday from us, your monies will not be financially protected. Please ask us for further details in Section C below.

## **27. Prompt Assistance For Package Holidays**

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative holiday arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative holiday arrangements or other such assistance you require. Any supplier, 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 Booking 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 holiday arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

## **28. Ski Club Of Great Britain Basic and Full Memberships**

We have two types of memberships to Ski Club of Great Britain ('Ski Club'), the Full membership and the Basic membership. Further information regarding these two memberships can be obtained by contacting us or by reading the relevant Membership Booking Conditions. Anyone is welcome to join, though you must adhere to the relevant Membership Booking Conditions.

**Freshtracks holidays:** It is a condition that you are a member of the Full Ski Club membership to book a Freshtracks holiday. When booking a Freshtracks holiday, your Ski Club membership number is required to confirm your holiday. If you are not a member of Ski Club, you will be asked to join or if applicable, renew your membership before the holiday can be confirmed.

**Mountain Tracks holidays:** Once you book a Mountain Tracks holiday, you will be automatically enrolled into the Basic Ski Club membership. Such membership is exclusive and only available to Mountain Tracks clients. By booking a Mountain Tracks holiday, you consent to being enrolled into the Basic Ski Club membership.

## **SECTION C – SINGLE SERVICE BOOKINGS**

**This section applies to all single service bookings that you make with us (e.g Course Bookings) when we are acting in a Principal capacity. Please read this section in conjunction with Section A of these Booking Conditions.**

### **29. Pricing**

All single service Course Bookings must be paid in full at the time of the booking.

**We reserve the right to amend the price of unsold single service bookings at any time and correct errors in the prices of confirmed single service bookings. We also reserve the right to increase the price of confirmed single service bookings solely to allow for increases which are a direct consequence of changes in:**

- a. the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- b. the level of taxes or fees chargeable for services applicable to the single service imposed by third parties not directly involved in the performance of the single service, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- c. the exchange rates relevant to the single service.

### 30. If You Change Or Cancel Your Single Service Booking

#### Changes:

If, after confirmation, you wish to change your booking in any way, we will endeavour to make these changes if they are possible. Where we can meet a request, all changes will be subject to payment of an amendment fee of £30 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change.

**Note:** Certain single service arrangements may not be changeable after confirmation and any alteration may result in a cancellation charge of 100%.

#### Cancellations:

If you, or any member of your party decides to cancel your booking, you must notify us in writing and such notification will only take effect when it is received by us at our offices. The person to notify us of any cancellation must be the same person that originally made the booking.

Should one or more member of a party cancel, it may increase the per person price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, all cancellations are subject to a £100 non-refundable fee as well as the following cancellation charges:

Period before departure date within which written notification is received at our offices	Cancellation Charge
70 – 43 days prior to departure	50% of Course cost
30 - 0 days prior to departure	100% of Course cost

**Important 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% for that part of the arrangements in addition to the charges above.

This condition 30 outlines the rights you have if you wish to cancel your single service booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

### 31. If We Change Or Cancel Your Single Service Booking

We may in exceptional circumstances be required to cancel your booking and 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 due to Force Majeure (please see condition 6) 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.

### 32. Our Responsibilities For Your Single Service Booking

- (1) Subject to the remainder of this condition, 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 condition:**
  - (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 required 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 condition 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.

### **33. Insolvency Protection**

If you book arrangements other than a package holiday from us (i.e. a single service Course Booking), your monies will not be financially protected. Please ask us for further details.