

# Booking Conditions

Please read very carefully the following Terms & Conditions

Ski Beat Limited, (registered number 02510600), registered office 33 Bond Street, Brighton, BN1 1RD, United Kingdom trading as Ski Beat is the "Organiser" of your holiday. The Organiser of your holiday is responsible for organising the flight, accommodation and other parts of the holiday. "Consumer" means you, the person who buys or agrees to buy the holiday or any person on whose behalf you agree to purchase the holiday and who is listed on the Confirmation Invoice or any other person to whom you transfer a holiday that you have bought. You must be at least 18 and must be authorised to make the booking on basis of these Terms and Conditions by all the persons named in the booking. You are responsible for making all payments due to us, the Organiser. The "Retailer" is the entity (your travel agent) who sells the holiday to you and is not responsible for organising the holiday.

## 1. THE CONTRACT

(a) Bookings can be made online or over the telephone. **Telesales:** No contract shall arise until you, via your travel agent or our direct reservations, ask for your booking to be confirmed. By asking us or your travel agent to confirm your booking, you are accepting these terms and conditions contained herein the "Terms and Conditions". A booking is confirmed when your travel agent receives a booking reference number, via their computer system or when this number is given by our sales staff to you (where you book directly with us) or your agent by phone. **Online Sales:** If you are booking on [www.skibeat.co.uk](http://www.skibeat.co.uk) you will be provided with a booking reference number on-line. The terms of contract are contained solely in these Terms and Conditions; our Confirmation Invoice; our brochure, website or other descriptive material, any airline or sailing ticket issued, the itinerary issued by the Organiser and the terms and conditions of any third party suppliers. Copies of the relevant parts of such terms and conditions are available on request from ourselves or the supplier concerned. The party leader must be over 18 years of age.

(b) We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. Further, where, as a result of the Consumer's actions either or both of the following incidents occurs:

(i) there is a delay or diversion to the means of transportation the subject of this contract;

(ii) the accommodation in which the Consumer is staying is damaged; the Consumer, hereby agrees to indemnify the Organiser against any claim (including legal costs) made against the Organiser in relation to the occurrence of such incidents.

(c) Minimum Age: Any passenger who is under 18 years at date of departure (a minor) must be accompanied by an adult (over 18 years of age on date of departure) and will not be permitted to travel in circumstances where the minor is not accompanied by an adult (over 18 years of age on date of departure) and in such circumstances 100% cancellation charges will apply.

(d) Excursions are not packages and do not form part of this holiday contract nor are they governed by the Package Holidays and Travel Trade Act 1995/the Package Travel Regulations 1992.

## 2. PAYMENT & CANCELLATION CHARGES

The holiday must be paid for in full 12 weeks before the scheduled date of departure. If the holiday is booked within 12 weeks of the scheduled departure date payment will be automatically processed on the card used to pay the deposit. Any balance outstanding for any services added to the booking will be automatically processed from the card used to pay the balance. If the full payment has not been settled on the balance due date of the holiday, the Organiser shall have the option to cancel the holiday. If the Organiser exercises that option or if the Consumer cancels the holiday (which cancellation must be notified in writing to the Organiser) the following cancellation charges are payable by you.

**CANCELLATION BY YOU:** Should you or any member of your party need to cancel all or part of your chosen holiday once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. We reserve the right to utilise unoccupied beds. If you or any member of your party cancel the holiday, the following charges shall be payable by you.

As we incur costs from the time we confirm your booking and may be unable to re-sell your holiday, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and any amendment/cancellation charges which have already been incurred. Insurance premiums and amendment/cancellation charges are not refundable in the event of the person(s) to whom they apply cancelling.

- Up to 12 weeks prior to departure, any deposit will be forfeited.
- Within 12 weeks of departure, the greater of any deposit or 25% of the cost of the holiday is forfeited.

- Within 6 weeks of departure, the greater of any deposit or 50% of the cost of the holiday is forfeited.
- Within 4 weeks of departure, the greater of any deposit or 75% of the cost of the holiday is forfeited.
- Within 2 weeks of departure, the greater of any deposit or 90% of the cost of the holiday is forfeited.
- Within 1 week of departure, 100% of the cost of the holiday is forfeited.

All cancellation charges apply to each person covered by a booking. Any insurance premium payable is not refundable.

Because of the ever changing nature of airfare structures and the increasing availability of instant purchase air fares most of the flights which we sell must be paid for in full at the time of booking together with the deposit payable (the amount of which will be advised at the time of booking). Such airfares are non refundable and accordingly cancellation of holidays involving instant purchase/ ticketed flights will incur loss of airfare together with our standard cancellation charges as detailed above.

### **3. SUBSTITUTION**

(a) Where the Consumer is prevented from proceeding with the holiday, he may transfer his booking, having first given the Organiser or Retailer six weeks notice in writing of his intention to do so before the departure date. The transferee of the Consumer must accept these Terms and Conditions and comply with any other requirements of the Organiser applicable to the holiday.

(b) A Consumer who transfers a holiday booking shall be jointly and severally liable with the transferee to the Organiser or Retailer for payment of any balance due in respect of the package and for a Substitution Fee of €32 /£32 per person substituted (or such other greater sum as may be advised). Insurance is not transferable.

### **4. ALTERATION BY THE CONSUMER**

If after acceptance by the Organiser, a Consumer wishes to alter a holiday, the Organiser may do so, at its discretion. A request for alteration must be in writing and must be accompanied by an Administration Fee of €32/£32 per person which payment is not refundable. If only some of the Consumers booked request a change, which is found to be practicable, a price adjustment for all Consumers on the same booking may be payable and must be discharged on the date shown on the Organiser's written confirmation of such change. If default is made by the Consumer in complying with foregoing requirements, the Organiser shall have the right to cancel the holiday in accordance with Clause 2 and the cancellation charges as provided for in Clause 2 are payable by the Consumer.

*\* Please note that in addition to our Administration Fee, Amendment Fees (such as those imposed by our suppliers) may also apply, depending on the nature of the amendment. Details of the applicable Amendment Fees can be obtained from our reservations department on request.*

## **5. PERSONS WITH SPECIAL NEEDS**

It shall be the Consumer's responsibility to disclose to the Organiser any medical condition or disability of a member of his party which may be relevant. Consumers are required to complete and return the Organiser's Special Needs Form detailing any special requirements which they may have as a consequence of any medical condition or disability. The Organiser cannot accept liability for the unsuitability of any holiday where the Consumer fails to complete and return the form. The Organiser reserves the right to decline to provide a holiday for a person with special needs where in the Organiser's opinion that holiday would be inconsistent with those special needs.

## **6. SPECIAL REQUESTS**

Special requests (e.g. ground floor accommodation, seaview, etc.) shall be communicated by the Consumer in writing to the Organiser or Retailer at the time of making the booking. The Organiser shall use reasonable endeavours to fulfil such requests. The granting of such requests is the sole responsibility of the supplier. No liability shall attach to the Organiser for failure to comply with a special request and such requests do not form part of the contract.

## **7. ALTERATION / CANCELLATION BY THE ORGANISER**

Without prejudice to your statutory rights:

(a) The Organiser reserves the right to alter, change, curtail or cancel a holiday.

(b) If as a consequence of "force majeure" (as hereinafter defined in subparagraph (f) of this clause), the Organiser is obliged to curtail, alter, extend or cancel a holiday, the Consumer shall not be at liberty to maintain a claim for compensation or otherwise for any loss arising as a consequence of the said curtailment, alteration, extension or cancellation of the holiday.

Very rarely, we may be forced, due to force majeure (please see subparagraph (f) of this clause) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely, but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

(c) The Organiser requires a specific minimum number of bookings to operate a specific programme of holidays. The Organiser's obligation to

provide that programme shall be contingent upon the Organiser receiving and maintaining that number of bookings. In the event that the Organiser does not receive the minimum number of bookings or having received such a minimum number, has that number reduced by reason of cancellation or transfers by Consumers or otherwise, the Organiser shall be entitled to cancel or curtail the relevant programme up to 4 weeks prior to the departure date and the Consumer shall not be entitled to make a claim for loss arising as a consequence of cancellation or curtailment in these circumstances. The Organiser shall notify the Consumer in writing within 7 days of any cancellation or curtailment necessitated by the foregoing circumstances.

(d) If prior to the time of departure there is a cancellation, or a major change, such as a change of resort area, or a change of accommodation to a lower rating, or an alteration of the departure time of more than 18 hours, the Organiser shall, if practicable, offer an alternative comparable holiday of at least similar standard or shall refund the Consumer all monies paid. Unless within 7 days of issue of the offer of an alternative holiday, it is accepted by the Consumer in writing, the Organiser shall assume that the Consumer has declined such offer and the Consumer shall only be entitled to return of the payment made.

(e) Where the Organiser makes a major change in the holiday as contemplated in subparagraph (d) of this clause the Consumer shall be entitled to receive compensation in accordance to the scale set out in this sub-paragraph. No compensation shall be payable where the alteration is for reasons referred to in sub-paragraph (b) or (c) of this clause.

Notification Period prior to Departure Date Compensation per Person

**Notification Period prior to Departure Date Compensation per Person**

- Within 8 weeks - €13/£13
- Within 6 weeks - €25/£25
- Within 4 weeks - €38/£38
- Within 2 weeks - €50/£50

(f) In these Terms and Conditions, the term “force majeure” means unusual and unforeseeable circumstances beyond the control of the Organiser, the Retailer or other supplier of services, the consequences of which could not have been avoided even if all due care had been exercised or an event which the Organiser, the Retailer or the supplier of services, even with all due care, could not foresee or forestall. It includes Acts of God, natural disasters, adverse weather conditions, fire or other destruction of any vessel, craft or vehicle to be used in connection with a holiday, riots, acts of war, terrorism, civil commotion exercise of legislative, municipal, military or other authority, strikes, industrial action, requisition of equipment, mechanical breakdown, shortage of fuel, insolvency or default of any carrier

or service supplier connected with a holiday, fraud perpetrated against the Organiser or any other reason beyond the control of the Organiser.

## 8. INSURANCE

**The Consumer's attention is drawn to the exclusion clauses and excesses in the insurance policy arranged by the Organiser.** It is a condition of all contracts for package holidays that the Consumer is covered by either the insurance organised by us or an alternative policy equal or better in each section than the cover arranged by us.

**Seat only Clients:** You are strongly recommended to avail of the insurance arrangements, which have been put in place by the Organiser or a comparable insurance cover.

It is the responsibility of the Consumer to check that the insurance scheme provides the Consumer with his/her desired level of cover. In so arranging insurance cover of the Consumer the Organiser is acting as the agent of the relevant insurer and shall not be responsible to the Consumer of any default by the insurer under that policy. All claims made against the insurance policy shall be made directly to the insurer. The Consumer shall be responsible for making any special or increased insurance arrangements which he deems necessary.

**Medical costs abroad:** It is essential that you have adequate medical insurance and that you carry a copy of your insurance policy with you. If you have a medical bill whilst on holiday it is common practice to pay the entire bill in resort.

## 9. PRICE CHANGES

Whilst we endeavour to maintain advertised prices, we must reserve the right to increase or decrease them at any time after publication for any reason (including because our costs may have changed since those prices were calculated). We also have the right to correct errors. The current prices of our holidays are shown on our website and are available by telephoning us. Please ensure you have checked the price of any holiday you are interested in before making your booking. Once the price of your chosen holiday has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports. In a case where only some of the Consumers booked cancel, the Organiser may, in addition to levying cancellation charges, adjust the price of the holiday for the remaining Consumers.

Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges) will we levy a surcharge. If any surcharge is greater than 8% of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a refund of your monies (except for any amendment charges) or alternatively purchase another holiday from us. Although insurance (where purchased through us) does not form part of your contract with us or of any “package”, we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to pay the surcharge or, if applicable, cancel your booking and obtain a full refund of your monies. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you wish to pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your holiday as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. We promise not to levy a surcharge within 30 days of departure. No refund will be payable during this period either.

## **10. CONSUMERS RESPONSIBILITIES**

(a) The Consumer shall check the travel documentation immediately it is furnished to him. If the Consumer considers any document is incorrect or has any query in relation to the contents he shall forthwith notify the Organiser of his concern and the Organiser shall respond as soon as possible.

(b) The Consumer is solely responsible for ensuring that he presents himself at the port of departure in sufficient time prior to the designated departure time to complete embarkation requirements. If the Consumer arrives after the check-in time stipulated in the travel documentation provided to the Consumer, the Organiser shall not be obliged to carry the Consumer and shall be entitled to treat the holiday as cancelled by the Consumer.

(c) The Consumer is restricted by regulation of carriers and executive authorities with regard to weight, type and contents of baggage which he/she may take on board the craft and/or vehicles used in connection with the holiday.

(d) The Consumer hereby agrees that he shall abide by all instructions or directions given by a member of the Organiser's staff or any crew member of a carrier's craft or vehicle used in connection with the holiday and hereby

agrees to indemnify the Organiser against any loss or injury suffered or incurred by any other person as a consequence of the Consumer's failure to act in accordance with any such direction or instruction.

(e) It is also the sole responsibility of the Consumer to ensure that he is in possession of all travel documentation i.e. passports, visas (where relevant) and that same are in order. The Consumer hereby agrees to indemnify the Organiser for any costs incurred by the Organiser as a consequence of the Consumer being denied transportation either as a consequence of the Consumer failing to have their travel documentation or same not being in order.

**(f) If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No. 261/2004 (Reg 261/04), you must pursue the airline for compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of Reg 261/04 represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. Full details of these rights will be publicised at EU airports and will also be available from affected airlines.**

**REIMBURSEMENT OF THE COST OF A FLIGHT THAT FORMS PART OF YOUR HOLIDAY IS THE RESPONSIBILITY OF THE AIRLINE AND WILL NOT AUTOMATICALLY ENTITLE YOU TO REIMBURSEMENT OF THE COST OF YOUR HOLIDAY FROM US. IN ANY CIRCUMSTANCES IN WHICH A CARRIER IS LIABLE TO YOU, BY VIRTUE OF REG 261/04, 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 REG 261/04 AS IF (FOR THIS PURPOSE ONLY) WE ARE A CARRIER. WHEN MAKING ANY PAYMENT WE ARE ENTITLED TO DEDUCT ANY MONEY WHICH YOU HAVE RECEIVED OR ARE ENTITLED TO RECEIVE FROM THE CARRIER FOR THE COMPLAINT OR CLAIM IN QUESTION. We have no liability to make any payment to you in relation to Reg 261/04 or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under Reg 261/04. 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.**

## **11. LIABILITY**



The Organiser shall not be liable for any damage caused to the Consumer by the failure to perform the contract or the improper performance of the contract where the failure or the improper performance is due neither to any fault of the Organiser or Retailer acting on the Organiser's behalf nor to that of another supplier of services because:

(i) the failures which occur in the performance of the contract are attributable to the Consumer;

(ii) such failures are attributable to a third party unconnected with the provision of the services contracted for, and are unforeseen or unavoidable;

(iii) such failures are due to (a) unusual and unforeseeable circumstances beyond the control of the Organiser, the Retailer acting on his behalf or other supplier of services, the consequences of which could not have been avoided even if all due care had been exercised; or (b) an event which the Organiser, the Retailer acting on his behalf or the supplier of the services, even with all due care, could not foresee or forestall. In the case of damage other than death or personal injury or damage caused by defamation or by the wilful misconduct or gross negligence of the Organiser the amount of compensation which will be paid to the Consumer will be limited to, in the case of an adult an amount equal to double the inclusive price of the holiday to the adult concerned and in the case of a minor an amount equal to the inclusive price of the holiday to the minor concerned. In respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1995 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999 and/or for any airlines with an operating licence granted by an EU country, the EC Regulation of Air Carrier Liability No.889/2002 for national and international travel by air; in respect of rail travel, the Berne Convention 1961, in respect of carriage by sea, the Convention relating to the Carriage of Passengers and their luggage by Sea 1974 as supplemented and/or varied by any other applicable legislation from time to time in force including, but not limited to Regulation (EC) No 392/2009 (together 'The Athens Convention'); in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. If any International Convention (whether ratified in Ireland or not) applies to or governs any of the services or facilities included in the Consumer's holiday arranged or provided by the Organiser, or provided by any of the Organiser's suppliers, and the Consumer makes a claim against the Organiser of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, the Organiser's liability to pay the Consumer compensation and/or the amount (if any) of the compensation payable to the Consumer by the Organiser will be limited in accordance with and/or in an identical manner to that provided for by the International Convention concerned (in each case, including, in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded).

## EXCURSIONS, ACTIVITIES AND WEBSITE INFORMATION:

The information contained on our website is correct to the best of our knowledge at the time the website went live. We may provide you with information (on our website and/or when you are on holiday) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions. We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the resorts/area you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities mentioned on our website which are not part of our contract are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to resort/area information and/or such outside activities which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking. Where we make or take any booking in resort for or from you in respect of any activity or excursion available in resort we do so solely as booking agent. This is the case regardless of whether the activity or excursion is advertised or mentioned on our website, in resort, on our e-newsletters or elsewhere. Your contract for any such activity or excursion will be with the supplier or operator of that activity or excursion. We have no liability for any such activity or excursion or for any act(s) or omission(s) of the supplier or operator or for any of its/their employees or agents or any other person(s) connected with the activity or excursion. If we are found liable in any respect for any such activity or excursion (for example in our capacity as booking agent), that liability is limited to the cost of the particular activity or excursion concerned.

## SEA TRAVEL CONDITIONS OF CARRIAGE & INTERNATIONAL CONVENTIONS:

Land, sea and air carriers will have their own conditions of carriage with which you must comply. In the case of sea travel the provisions of the Athens Convention 1974 relating to the carriage of passengers and their luggage by sea may apply. This Convention and the sea carrier's conditions of carriage may continue to apply to you and your party throughout your stay on board the ship and during boarding and disembarkation. This

Convention presumes that your baggage has been delivered undamaged unless you give full written details to the carrier (i) in the case of apparent damage before you disembark from the ship or the baggage is redelivered to you; or (ii) in the case of damage which is not apparent or of loss, within 15 days of disembarkation or from the time when the baggage should have been redelivered to you. The Athens Convention, and the carriers' conditions may limit or exclude liability for death or personal injury, or loss of or damage to luggage, and make special provisions for valuables.

#### THE FOLLOWING INFORMATION NOTICE SUMMARISES THE LIABILITY RULES APPLIED BY COMMUNITY AIR CARRIERS AS REQUIRED BY COMMUNITY LEGISLATION AND THE MONTREAL CONVENTION.

#### COMPENSATION IN THE CASE OF DEATH OR INJURY:

There are no financial limits to the liability for passenger injury or death. For damages up to 100,000 SDRs (Special Drawing Rights, approximately €120,000/£109,000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

#### ADVANCE PAYMENTS:

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to the compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximately €19,300/£13,000).

#### PASSENGER DELAYS:

In the case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,694 SDRs (approximately €4,500/£4694).

#### BAGGAGE DELAYS:

In the case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,131 SDRs (approximately €1,200/£1,000).

## DESTRUCTION, LOSS OR DAMAGE TO BAGGAGE:

The air carrier is liable for destruction, loss or damage to baggage up to 1,131 SDRs (approximately €1,200/£1,000). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of checked baggage, the carrier is liable only if at fault.

**Higher limits for baggage:** A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

## COMPLAINTS ON BAGGAGE

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible, in the case of damage to checked baggage, the passenger must write and complain within 7 days and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passengers disposal.

## LIABILITY OF CONTRACTING AND ACTUAL CARRIERS

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

**Time limit for action:** Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

**Basis for the information:** The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No. 2027/97 (as amended by Regulation (EC) No. 889/2002 and national legislation of the Member States). A copy of any conditions of carriage applicable to the holiday and the Conventions referred to above, can be supplied on request.

In the event of any liability on the part of the Organiser for injury, illness or death, no payment will be made unless the following conditions are complied with: (i) the Consumer must advise the Organiser in relation to the injury or illness while the Consumer is at the resort and must also write to the Organiser within three months of the completion of the holiday; (ii) the Consumer must transfer any rights that the Consumer has, in respect of such injury, illness or death against any person to the Organiser; (iii) the Consumer must co-operate fully with the Organiser to enable the Organiser or its insurers to enforce such rights

## 12. COMPLAINTS

(a) If the Consumer wishes to make a complaint in relation to a holiday, he must immediately inform the Organiser's representative at the location where the Consumer is when the complaint arises and shall if the Organiser requires, complete a form setting out in detail the Consumer complaint. If the Consumer fails to comply with such requirement, the Organiser shall be entitled to recover the cost from the Consumer of any additional expense incurred by it in carrying out any subsequent investigation of a complaint which is found to be unjustified.

(b) The Consumer shall be obliged to notify the Organiser in writing of any complaint within 28 days after his return to the port of departure or termination of the holiday whichever is the earlier.

(c) European Commission Online Dispute Resolution ('ODR') Platform: You can register your complaint at <http://ec.europa.eu/consumers/odr/>

### **13. GOVERNING LAW & JURISDICTION**

English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

### **14. LATE AVAILABILITY**

Close to departure date, the Organiser may occasionally offer late availability holidays where both your accommodation and/or resort may be allocated on arrival. If you have specific holiday requirements it is advisable to book named accommodation from our website to ensure any of your specific requests are met. Late availability holidays may not be on this website and may be subject to conditions other than those shown on this website and consequently one should check when booking.

### **15. FLIGHTS & FLIGHT TIMES**

(i) We reserve the right to change airports, airlines or aircraft types at any time. Such changes will not be regarded as a significant change and you will not be entitled to cancel your holiday without paying the appropriate cancellation charge. Some flights may have to stop en route. Where this is known advance details are given in the flight tables, otherwise we will inform you or your travel agent. Although the flight times on our website were correct when published, they can be subject to alteration by the various Irish and Overseas airport scheduling committees or for other

reasons. You will only be entitled to cancel your holiday booking without penalty or to receive compensation when the change to your flight times is 18 hours or more. Other changes, which for example, may give a reduced time in resort cannot be compensated.

(ii) Flight timings in this website or our brochures are for guidance only and are subject to change. The confirmation invoice issued after you book will show the planned flight details. Actual flight details will be shown on flight tickets. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs.

(iii) Flight Only: Flight only customers must reconfirm their return flight at least 24 hours prior to departure. Contact details included in travel documents

(iv) There may be no inflight catering on some flights.

(v) Transfers to your chosen resort are by coach or mini bus. Transfers to some resorts may entail a switch to a smaller feeder bus en route.

## 16. IDENTITY OF CARRIERS

We are obliged to inform you, at time of booking, of the identity of the operating air carrier(s) which is due to perform, or likely to perform, your flight and if there are any changes to the operating air carrier(s) we are obliged to inform you of any such change(s) as soon as possible. If we don't know the identity of the operating carrier(s) at time of booking, we must inform you of same as soon as such identity is established. In all cases, we are obliged to inform you of the identity of the operating air carrier at check-in or on boarding, where no check-in is required for a connecting flight.

In accordance with EU Directive – (EC) No.2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community Blacklist' which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at [http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_en.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm)

## 17. CUSTOMER PROTECTION

If your flight is departing from an airport in **Northern Ireland** or **Great Britain**, the Organiser of your holiday is Ski Beat Limited trading as Ski Beat which provides full financial protection for its package holidays by way of its Air Travel Organiser's Licence number 3276. 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. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where are not able do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you).



You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we 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.

## **18. LINKS**

[WEBSITE TERMS & CONDITIONS](#)

[AIRLINE TERMS & CONDITIONS](#)

[PRIVACY POLICY](#)