

To ensure you have a great holiday, we want to provide you with accurate and detailed information. Please take time to read these Booking Conditions and any booking confirmations and other documentation we send you as it forms the basis of your contract with us for the travel arrangements making up your booking. By making a booking, you agree to be bound by it. If you require any clarification, please just call us on 0131 243 8097.

Validity

The holidays covered by these booking conditions operate within the period 1 November 2016 to 15 May 2017.

Changes to Price, Brochure and Website Details

We reserve the right to make changes to and correct errors in advertised prices and other information at any time before your holiday is confirmed. We'll advise you of any error of which we are aware of and then the applicable price at the time of booking. You must therefore check all details of your chosen holiday (including the price) with us at the time of booking.

Deposits

USA/Canada/Japan: To confirm your booking we require a deposit of £150 per person or 15% of the holiday price, whichever is greater.

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Europe: To confirm a booking we require a deposit of £75 per person for apartment bookings, £150 per person for hotel bookings or 20% of the holiday price, whichever is greater.

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*Deposit amounts may be higher if we have to make non-refundable commitments for you at the time of booking. Don't worry, we'll tell you in good time if this is the case.

Payment

The balance of your holiday cost must reach us no later than 10 weeks before departure or in the case of bookings made within ten weeks of departure full payment must be made at the time of booking. If we do not receive all payments due in full and on time, we are entitled to treat your booking as cancelled by you and will be entitled to keep all deposits paid at that date. If we do not treat your holiday as cancelled straight away because you have promised to make payment, you must pay the cancellation charges detailed below depending on the date we

reasonably treat your booking as cancelled. All monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on our behalf until they are paid to us or refunded to you. If you chose to pay your holiday balance by credit card (excluding Amex) we'll charge a 1.5% fee for all transactions. All balance payments made by Amex card will be subject to a 2% fee.

The price you pay

We reserve the right to amend the price of unsold holiday arrangements at any time and correct errors in the prices of confirmed holidays. The price of your confirmed arrangements is subject at all times to variations in: (i) transportation costs, including the cost of fuel; or (ii) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports.

Prices may go up and down but there will be no changes made within 30 days of your departure. If prices go up, we will only charge you any amount that exceeds 2% of the price of your arrangements, (excluding insurance premiums, amendment charges and/or additional services), plus an administration charge of £10 per person and an amount to cover any agents' commission. If that means you have to pay an increase of more than 10% of the price of your arrangements (excluding any insurance premiums, amendment charges and/or additional services), we will offer you the options in 'amendments and cancellations clause 1.

Your Contract

A binding contract between us comes into existence when we issue our holiday booking confirmation to the party leader or your travel agent. This contract and all matters arising out of it are governed by Scottish law. If you live in England, Wales or Northern Ireland, proceedings may be brought in the Courts of your home country and in this event, you may choose to have your contract governed by the law of England or Wales/Northern Ireland as applicable. In all cases, any dispute, claim or other matter which arises out of or in connection with this contract or your holiday may be dealt with under the ABTA Arbitration Scheme (see below).

Special requests

Special requests relating to your arrangements must be advised to us at the time of booking and confirmed to us in writing. Whilst we will try meet or arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. Special requests that have been noted on your confirmation or any other documentation do not amount to a promise to meet that request. A

failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed.

Disabilities and medical problems

If you or any member of your party has any medical problem or disability which may affect your chosen arrangements, please provide us with full details before we confirm your booking so that we can try to advise you as to their suitability for you. Acting reasonably, if we are unable to properly accommodate your needs, we will not confirm your booking and/or if you did not give us full details at the time of booking, we will treat it as cancelled by you when we become aware of these details.

Amendments and Cancellations

1. By Us Whilst we always endeavour to avoid changes and cancellations to confirmed holidays, we must reserve the right to do so. Most changes are minor. Occasionally, we have to make a 'significant change'. If we have to make a significant change or cancel, we'll tell you as soon as possible. If there is time to do so before departure, we'll offer you the choice of the following options (the options below are not available where any change made is a minor one): (a) accepting the changed arrangements; (b) purchasing an alternative holiday from us of the same standard to that originally booked if available. If the only alternatives available are at a higher cost than originally booked then we'll require payment of the additional costs. If this holiday is cheaper than the original one, we'll refund the price difference; (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid us. If we have to make a significant change or cancel, we'll pay you the compensation set out below subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or if the change made is a minor one.

Compensation before departure per adult based on the period of notification is as follows:

More than 8 weeks = Nil

Within 8 weeks = £20

Within 6 weeks = £30

Within 4 weeks = £40

Within 2 weeks = £50

2. By You Should you decide to alter your booking after our confirmation has been issued we'll do our best to accommodate you. If any member of your party is prevented from travelling, that person may transfer their place to someone else (introduced by you) providing we are notified not less than two weeks before departure. Where a transfer to a person of your choice can be made, or where we are able to make an alteration at your request, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of a minimum of £25 per person must be paid before the transfer or alteration can be effected. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after flights have been held for any reason, these charges are likely to be the full cost of the flight. The names on your holiday booking confirmation must bear the same title, first name and surname as your passport. If you alter your arrangements after you depart from the UK, then you may have to pay additional costs locally. Please also appreciate that the majority of our contracts do not permit refunds for services cancelled or altered without considerable notice so refunds for unused car rental, flight tickets, transfers, ski lift tickets and other services are rarely possible.

If you cancel your booking prior to departure then the following charges will apply:

70 or more days = loss of deposit

From 69 to 43 days = loss of deposit + 35% of holiday balance

From 42 to 31 days = loss of deposit + 50% of holiday balance

From 30 to 22 days = loss of deposit + 75% of holiday balance

From 21 days or less = 100% of holiday cost

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 any amendment charges. Amendment fees are not refundable in the event of the person(s) to whom they apply cancelling. Notice of cancellation must be received in writing and will be effective when it is received by us. Clients are strongly recommended to take out travel insurance offering protection against cancellation. Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/or any concessions agreed for your booking were

based, we'll recalculate these items and re-invoice you accordingly.

Complaints and Disputes

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform the supplier of the service(s) in question, or Ski Independence. You should then follow up any complaint in writing to us within 28 days of your return to the UK. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability for any complaints that are not notified entirely in accordance with this clause.

We are a Member of ABTA, membership number V3690. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of this contract. The scheme is arranged by ABTA and administered independently. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs. The upper limit on claims is £5,000 per person and £25,000 per booking. The scheme doesn't apply to claims which are solely in respect of physical injury or illness or their consequences. It can however deal with claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in 'Liability' below) as a result of 'force majeure'. In these Booking Conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force

Majeure.

Booking Conditions & Important Information

Ski Independence 21 Logie Mill Edinburgh EH7 4HG Phone: 0131 243 8097 Email: ski@ski-i.com
www.ski-i.com

Liability

We accept responsibility as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you as set out on your confirmation, we will pay you reasonable compensation. 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.

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; (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. (We may however provide you with assistance in the event you experience difficulty arising out of these circumstances.)

We will not be responsible or pay you compensation: (a) for services or facilities which do not form part of our agreement or where they are not advertised by us. For example any excursion you book while away, or any service or facility which your hotel or any other supplier agrees to provide for you. (b) for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your arrangements prior to them being confirmed, we could not have foreseen you would suffer or incur if we breached our contract with you; or that relate to any business.

Any compensation that is payable will be calculated taking into consideration all relevant factors for example (but not limited to): (a) whether or not you have followed the complaints procedure as described in these conditions. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the

complaints procedure set out in these conditions. (b) the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your arrangements. (c) when making any payment, we are entitled to deduct any money which you have received or are entitled to receive from any transport provider or hotelier for the complaint or claim in question. (Please note that 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.)

We limit our responsibility to you in the following situations: (a) Luggage or personal possessions and money The maximum amount we will have to pay you in respect of any claim for loss of and/or damage to any luggage or personal possessions or money is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind. (b) Claims covered by an International Convention When arranging transportation for you, we rely on the terms and conditions contained within any applicable International Conventions. The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask us for copies of these Conventions. (c) Claims not falling under (a) or (b) above and which don't involve injury, illness or death The maximum amount we will have to pay you in respect of all claims not falling under (a) or (b) above and which don't involve injury, illness or death these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your arrangements.

Flights

When information as to airline, aircraft type and airport of destination to be used in connection with any flight included in your holiday is provided at the time of booking or subsequently, it is subject to change. Any such change will not entitle you to cancel or change to other arrangements without paying our normal charges.

Delay

We cannot accept liability for any delay which is due to 'force majeure' as defined above. A delay to or cancellation of your transport service does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your transport. However, you may be entitled to claim under the delay section of your travel insurance policy.

Accommodation Star Ratings

We have used our own common-sense star rating for each of our featured properties. This rating should not be used as a price guide, nor is it based on the facilities on offer. It is the Ski Independence assessment of the standard of the property compared to others in the market we know. Additional images and information on the properties in this brochure are available at www.ski-i.com

Resort Reps

In selected resorts in North America we employ the services of local companies and individuals to act as resort reps. We don't employ resort reps in Europe. All clients have access to our 24/7 UK emergency contact number which is manned by senior staff from the ski department.

Insurance

Under no circumstances should you travel without comprehensive ski insurance cover. We are not permitted to recommend a policy, however we can introduce you to a broker - MPI Brokers. The policy offered by MPI Brokers meets our booking conditions on insurance. To obtain a quote by phone please call MPI Brokers on 0845 180 0055 and mention Ski Independence. Ski Independence is an introducer of Michael Pettifer Insurance Brokers Limited t/a MPI Brokers, who are authorized and regulated by the Financial Services Authority. Ski Independence does not advise on any insurance products.

eTA (Electronic Travel Authorization) for travel to Canada

Under Canada's new Electronic Travel Authorization (eTA) program, citizens from countries other than the USA who do not require a visa to enter Canada will need to obtain an online authorisation before flying to Canada. Canada is making every effort to ensure that eTA does not greatly inconvenience affected travellers. The application process will be quick and easy at a low cost of only \$7 per person, and the eTA will be valid for up to five years. Travellers will apply online, providing basic personal information similar to what is currently collected when they arrive in Canada. eTA is convenient and paperless, which means most visa-exempt nationals

who wish to travel to Canada will have their eTA granted within minutes of applying. Having obtained an eTA, travellers to Canada can expect faster service upon arrival at the border. This new requirement becomes mandatory for travel to Canada from 15th March 2016. Apply for your eTA - please see www.Canada.ca/eta. Full information and instructions on how to apply for eTA will also be enclosed with your travel documentation. You must have your eTA in place before travelling to Canada.

ESTA Electronic System for Travel Authority

(mandatory for travel to, or via, the USA)

All passengers travelling to the USA must apply on-line for authority to travel. You must have ESTA travel authorisation prior to departing for the USA. To get ESTA travel authorisation complete the online form at <https://esta.cbp.dhs.gov>, (note the 's') where a decision will normally be given within seconds. The US Department of Homeland Security recommends that applications be submitted no less than 72 hours prior to travel. ESTA is an automated system used to determine the eligibility of visitors for travel to the United States. There is now a fee payable for this service. Approved ESTA travel authorisations are valid for two years and allow for multiple trips to the US. However, a new ESTA authorisation will have to be obtained if an individual has a new passport within the two-year period or if any answers to the yes/no questions on the ESTA application form change within this period. You cannot travel to the USA without prior ESTA travel authorisation. Please remember that it is your personal responsibility to ensure you have ESTA travel authorisation in place at least 72 hours prior to travel. Without ESTA travel authorisation, you may be refused entry to the USA.

Visas

British Citizens do not need a visa to visit other European countries. British Citizens do not need a visa to enter the USA, Canada or Japan providing your stay is no longer than 90 days duration. All British Citizens will be issued with the appropriate US or Canadian Customs forms, either at check-in or on the aircraft. It is your responsibility to ensure that you comply with the entry requirements. On arrival in the USA all visitors will have their index fingers scanned and a photo taken to verify their identity. If you were born in the USA and are travelling on a passport other than a US one, then you must carry a 'Loss of Nationality letter' with you. For information contact the US Embassy. If you are travelling to Canada with any children who do not have the same family name or as a single parent with your children then you must carry a letter

confirming your right to be travelling with them. For information contact the Canadian High Commission on www.canada.org.uk. Entry forms for Japan will be issued on board the aircraft. For information visit the Ministry of Foreign Affairs of Japan on <http://210.163.22.165/index.html> and then click on 'visa'. If you are not a British Citizen or are unsure about visa requirements, you must contact the appropriate Embassy Visa Department without delay. Unfortunately, Ski Independence cannot answer any questions or provide advice on any immigration issues.

Passports

British Citizens need a valid full 10 year machine-readable passport to travel to Europe. The USA, Canada and Japan require a valid full 10 year machine-readable passport with a minimum of three months validity left from the date of arrival in the country. Children must have their own passport.

Your Behaviour

If in our opinion or in the opinion of any person in authority, your behaviour is causing or is likely to cause distress, danger, damage or annoyance to any third party or property, or to cause a delay or diversion to transportation, we reserve the right to terminate your arrangements immediately. In the event of such termination our responsibilities to you will cease and you will be required to leave your accommodation or other service immediately. We will have no further obligations to you and will not meet any expenses, costs or losses incurred as a result. You may also be required to pay for loss and/or damage caused by your actions directly to the applicable supplier prior to departure from the service. If you fail to do so, you will be responsible for meeting any claims and costs subsequently made against us as a result.

Data Protection Statement

We have measures in place to protect the personal booking information held by us. This information will be passed on to the relevant suppliers of your travel arrangements who may be outside the EEA. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. We'll only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, then we'll be unable to provide your booking). In making this booking, you consent to this information being passed on

to the relevant person. Full details of our data protection policy are available upon request.

Your Financial Protection

(1) We provide financial protection for our flight inclusive package holidays, by way of our Air Travel Organiser's Licence number 0749. 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 we aren't able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

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.

(2) We provide financial protection for our non-flight inclusive package holidays by way of an ABTA bond held by International Insurance Company of Hannover.

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