

T&Cs

Booking Terms & Conditions

These Booking Conditions, together with our "Important Information", Privacy Policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Harris Holidays Ltd of Building 15, Shamrock Quay Marina, Southampton SO14 5QL, trading as Ski Weekends ("we" or "us"). We are fully bonded members of ABTA Ltd (V4138). Registered in England & Wales with company no. 02454681. We also hold an Air Travel Organisers' Licence issued by the Civil Aviation Authority (ATOL number 6624). Please read these Booking Conditions 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) He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- b) He/she consents to our use of 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);
- c) He/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d) He/she is personally responsible for payment on behalf of all persons named on the booking.

1. Booking & Paying for your Arrangements

A booking is made with us when a) you tell us that you would like to accept our written or verbal quotation; and b) you pay us a deposit (if you are booking within 12 weeks of departure, full payment is due at the time of booking); and c) we issue you with a confirmation invoice. The deposit payable at the time of booking is £300 per person plus applicable insurance premium. The lead booker accepts responsibility to ensure that all deposits are paid, if the deposit is paid in more than one transaction we reserve the right to charge £10 per additional transaction, the booking will not be confirmed until the full deposit is paid and may be subject to reasonable prices variations during that time. We reserve the right to return your deposit and decline to issue a 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 confirmation invoice that will confirm the details of your booking and will be sent to you or your travel agent. Once confirmed, the booking deposit, additional charges paid and insurance premiums will not be refunded in the event of cancellation except in the circumstances specified in clauses 7 or 10 or as otherwise required by law. The balance of the holiday must be paid 12 weeks prior to departure; the date will be shown on your confirmation invoice. We do not send reminders. If the balance is not paid in time we reserve the right to cancel your holiday, retain your deposit, and apply cancellation charges, as set out in clause 6.

If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will issue you with an ATOL Certificate as well as a confirmation invoice. Upon receipt, if you believe that any details on the ATOL Certificate, confirmation invoice 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).

Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

2. Insolvency Protection

We provide financial security package holidays and ATOL protected Flights.

For flight inclusive package holidays and ATOL protected Flights, we provide financial security by way of our Air Travel Organiser's Licence, under ATOL number 6624, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk.

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to Customers who book and pay in the United Kingdom and European Economic Area (EEA).

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 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, 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.

If your package holiday does not include flights:

Ski Weekends is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel and Linked Travel Arrangements Regulations 2018" all passengers booking a package holiday that does not include a flight with Ski Weekends are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Ski Weekends. This insurance has been arranged by Towergate Chapman Stevens through Zurich Insurance PLC. Claims: In the unlikely event of Insolvency, you must Inform Towergate Chapman Stevens immediately on +44 (0) 1932 334140 or by email at tcs@towergate.co.uk. Please ensure you retain the booking confirmation form as evidence of cover and value. Policy exclusions: This policy will not cover any monies paid for Travel Insurance or any claim relating to Air Flights.



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

3. Law & Jurisdiction

These Booking Conditions and all matters arising out of them are governed in all respects by English Law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday will be dealt with under the ABTA Arbitration Scheme or by the Courts of England and Wales. 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.

4. 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 arrangements that you wish to book before your booking is confirmed.

5. If You Change Your Booking & Transfers of Bookings

If, after confirmation has been issued, you wish to change your holiday arrangements, please advise us, by telephone and in writing, as soon as possible. Whilst we cannot guarantee changes, we will do our utmost to assist. Where a change is possible, administration charges will apply as follows (in addition to any charges our suppliers may impose): £25.00 per name change and £25.00 per person for all other changes. Any changes (other than name changes) notified to us less than 14 days prior to departure will be subject to full cancellation charges as listed below. Any name changes made by you within six weeks of departure will be subject to full cancellation charges as listed below.

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 holiday;
 - b. we are notified not less than 7 days before departure;
 - c. you pay any outstanding balance payment, an amendment fee of £25 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 clause 6 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: Most airlines do not allow name changes or cancellations after the tickets have been issued, or in the case of the low cost airlines, once the names have been provided at the time of booking. In this particular case the fee will be the full cost associated with any/all new flights.

6. If You Cancel Your Holiday

If you want to cancel your booking after it has been confirmed, you must do so in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, you will have to pay the cancellation fees below. If you cancel your booking, we will not refund any insurance premium and/or amendment charges you may have paid, and cancellation charges will apply as follows:

Please Note: 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.

Period before you leave within which we receive written notice:	Cancellation charge
85 days or more	Loss of deposit
57-84 days	30% of full cost or deposit if greater
36-56 days	50% of full cost or deposit if greater
22-35 days	70% of full cost or deposit if greater
15-21 days	90% of full cost
1-14 days	100% of full cost

The date of cancellation is calculated from receipt of notification by us. You may be able to make a claim under your travel insurance policy if your cancellation falls within the conditions of the policy. Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/or the concessions agreed for your booking were calculated, we will recalculate these items and re-invoice you accordingly. Similarly, room occupancy changes will affect the price. You will be responsible for payment of these extra costs.

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% of that part of the arrangements in addition to the charge above.

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 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 and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, “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 clause 6 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 (Directive 2011/83/EU).

7. Changes and Cancellations by us

We start planning the holidays we offer many months in advance and we aim to provide your holiday as booked. However occasionally we may have to make changes and we reserve the right to do so at any time.

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

Occasionally we may have to make a significant change to your confirmed arrangements. 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 arrangements 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
 - II. The South Coast airports: Southampton, Bournemouth and Exeter
 - III. The South Western airports: Cardiff and Bristol
 - IV. The Midlands airports: Birmingham, East Midlands and Doncaster Sheffield
 - V. The Northern airports: Liverpool, Manchester and Leeds Bradford
 - VI. The North Eastern airports: Newcastle and Teesside
 - VII. The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen
- (e) A significant change to your itinerary, missing out one or more destination entirely.

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

If we have to make a significant change or cancel your holiday, 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 arrangements; or
- ii having a refund of all monies paid; or
- iii accepting an offer of alternative travel arrangements of a comparable or higher standard from us, if available (at no extra cost); or
- iv if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

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 booking 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 arrangements and cancel your booking;
- (b) If we cancel your booking and no alternative arrangements are available.

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

Number of days before departure a significant change or cancellation is notified to you	Compensation per full paying party member*
More than 60 days	£0.00
60 – 29 days	£15.00
28-15 days	£20.00 for holidays of 5 days or more; £40.00 for holidays of 6 days or more.
0-14 days	£30.00 for holidays of 5 days or less; £40.00 for holidays of 6 days or more.

***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 arrangements more than 56 days before departure;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (d) where we have to cancel your arrangements 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 arrangements due to Force Majeure (see clause 11).

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

8. If You Have a Complaint

SkiWeekends strives to resolve any issues you may have on holiday as quickly as possible. It is essential that you both contact a member of our in-resort team immediately in the event of a problem, and if relevant the supplier (if staying in an external hotel) so that they have the opportunity to try to put things right. If your complaint cannot be completely resolved locally, you must obtain and complete a report form from

one of our in-resort managers. You must follow this up by putting your complaint in writing within 28 days of your return home. It is a condition of this contract that you communicate any problem at the earliest opportunity to the supplier, and to our representative whilst in resort. Failure to do so will deprive us of our ability to investigate and rectify your complaint at the time and may affect any claim you may make.

Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 18 for further details. Disputes arising out of, or in connection with this contract which cannot be amicably settled, may (if you wish) be referred to this Alternative Dispute Resolution (Arbitration) service under a special scheme, which though devised by arrangements with ABTA Ltd, is administered quite independently by the Chartered Institute of Arbitrators. Details can be supplied on request.

You can also access the European Commission Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

9. Conditions Of Carriage

When you travel on an aircraft, train, ship or catamaran, transfer vehicle, the conditions of carriage of the carrier apply and are subject to national and international conventions which may limit or exclude liability usually in accordance with applicable international conventions (see clause 15). Your contract made under the terms of this agreement is subject to English law and jurisdiction, or the law you have chosen under clause 3. Similarly, transfers between airport, train station and the destination, including journeys in and around destinations will be operated by third parties. In the event that travel from the UK is provided by coach the Public Vehicle (Conduct and Passenger) Regulations amended 1990 apply to all coaches throughout the UK. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

10. Your Holiday Price

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. Prices can go up or down. We will be able to tell you or your travel agent the up-to-date price of your chosen travel arrangements and of any other services advertised by us before confirming your booking. Holiday prices include all travel arrangements as specified, hotel accommodation and meals as specified in the holiday description and VAT at the current rate where applicable. Drinks with evening meal, morning coffee, afternoon tea and other refreshments are not included. Gratuities to the hotel staff and drivers/couriers are discretionary.

The price of your travel arrangements has been calculated using exchange rates quoted by moneycorp (TTT Moneycorp Limited) on an ongoing basis in relation to the following currencies: Euros, CHF, SEK, NOK.

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

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

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that

However, if this means that you have to pay an increase of more than 8% of the price of your confirmed travel arrangements (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 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 holiday go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £10. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period.

11. Force Majeure and United Kingdom's decision to leave the European Union

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 control. Compensation cannot be paid for any changes caused by Force Majeure and where the extra costs of the alternative arrangements are covered by your insurance, Harris Holidays reserve the right to pass on these extra costs.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports, the provision of transfers and an inability for us to staff our chalets, due to an end to freedom of movement or other arrangements for the temporary posting of workers overseas. This specifically means that you may not have a chalet host or representative from SkiWeekends. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

In particular if, as a result of Brexit, we are unable to staff our chalets in the manner advertised then we may be in a position where we are unable to deliver certain elements of your booking – this is most likely to affect, but is not limited to the provision of catering and cleaning services. Should this transpire to be the case, you will still be able to take your holiday and make use of your booking and we will provide a proportionate refund as follows for the services not provided:

- For each day on which an evening meal and wine is not provided, we will pay a refund of £15 per person;
- For each day on which afternoon tea & cake is not provided, we will pay a refund of £3 per person;
- For each day on which breakfast is not provided, we will pay a refund of £3 per person;

- In respect of cleaning, the accommodation will be clean, and beds will be made on your arrival, however, if we are unable to attend / clean your chalet during your stay you will be entitled to a refund of £5 per room per day affected.

In chalets operated by us we do not provide cleaning or dinner on 2 days per week and no compensation will be due with respect to these days.

12. Special Requests

Special requests are noted and passed on to the relevant parties, but cannot be guaranteed. Requests must be made in writing at the time of booking and in no circumstances will they be accepted by us to form part of our contractual obligations, and we will have no liability if they are not met. Bookings specified as conditional on the fulfilment of a particular request cannot be accepted and will be treated as normal bookings. If you or any member of your party has any medical problem or disability which may affect your holiday, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation, or if full details are not given at the time of booking, cancel when we become aware of these details.

13. Conduct

We reserve the right to refuse to accept you as a customer or continue dealing with you if your behaviour is disruptive or affects other travellers or is threatening or abusive towards our staff or agents in the UK or resort, on the telephone, in writing or in person. If the driver or captain of your flight or our resort staff believes that you could be disruptive, they can also refuse to let you proceed with your travel arrangements. If this means you are not allowed to board planned transport or flight outbound from the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges (see clause 6). If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. With respect to accommodation provided by us or a third party, if we/the manager/owner consider your behaviour to be similarly disruptive or threatening or represent risk to others, we retain the right to immediately terminate your contract with that supplier and SkiWeekends. In any of these circumstances no refunds or compensation will be paid to you and we may make a claim against you for any costs and expenses incurred as a result of your behaviour e.g. the cost of diverting a transport to remove you. Criminal proceedings may also be instigated.

14. Holiday Insurance

We consider adequate insurance to be essential. It is a condition of your booking with us that you and your party obtain suitable Travel Insurance, from a reputable provider, which must at least include the following: -

- Emergency Medical Expenses including, amongst other costs; ambulance charges and repatriation
- Cancellation of your trip or Curtailment cutting short your trip
- Personal Liability to include, amongst other liabilities; damage caused by your (or your party's) negligence to the property in which you are staying and may not include a clause which restricts actions being taken against a travelling companion other than family and must include contractual liability of the party leader for the actions of his party
- Travel and transfer delays which must include amongst other costs; additional costs incurred in the event of a delay
- The policy must include the activities you are likely to do in particular as regards skiing, snowboarding or other winter sports activities
- The policy must cover the period from the date of booking to the last day of your trip and may not have a clause allowing the insurer to cancel the policy nor vary the terms usually following medical reasons unless there has been individual underwriting with specific terms.

Note:- There are of course other sections to a Travel Insurance policy such as Baggage, Legal Expenses, Personal Accident and so on

Our website features a policy available from MPI Brokers which satisfies these conditions. More details can be found at <https://retail.mpibrokers.com/skiweekends>

Should you decide to take out a policy with a third party offering the same or greater protection, for each passenger travelling in your party you must provide us with the name, address, policy number and details of the emergency and medical repatriation telephone number, within 14 days of booking. Please note, for people hiring our ski & snowboard clothing or equipment, we will require proof that the policy covers for loss or damage. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. This applies even where insurance is included in the cost of your holiday. We do not check alternative policies for suitability. In the event that you fail to obtain suitable Travel Insurance we shall not be liable for any costs incurred or claims made against us due to your failure to comply with this term.

Most policies require any loss or injury to be reported in resort to a member of our team or in the event of theft to the local authorities, it is entirely your responsibility to do this and to ensure that this has been recorded to your satisfaction. We are unable to confirm any event that has not been recorded at that time.

15. Our Liability

- (1) We will accept responsibility for the 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 all travel services included in your package, as set out in your confirmation invoice. Subject to these booking conditions, if we or our suppliers negligently perform or arrange those services 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 price reduction or compensation 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.
- (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;
 - (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
 - (c) Force Majeure (as defined in clause 11).
- (3) **We limit the amount of compensation we may have to pay you if we are found liable under this clause:**
 - (a) **loss of and/or damage to any luggage or personal possessions and money:** The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are 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, road and rail, or any stay in an accommodation

- i The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
- ii In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
- iii When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

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

16. Passport, Visa & Immigration Requirements & Health Formalities

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your

own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on **0870 5210410** or [visit their website](#).

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

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

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

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

Please Note: Should any of the visa or passport requirements applicable to your trip change as a result of the United Kingdom's exit from the European Union, it will remain your responsibility to ensure that you are able to comply (and do comply) with any such requirements that may be in place, following Brexit.

17. Delays, Missed Transport Arrangements & Other Travel Information

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

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

We cannot accept liability for any delay which is due to any of the reasons set out in clause 11 of these booking conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

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

Please note the existence of a “Community list” (available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm) detailing air carriers that are subject to an operating ban with the EU Community.

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

18. ABTA

We are a Member of ABTA, membership number V4138. We are obliged to maintain a high standard of service to you by ABTA’s Code of Conduct. We can also offer you ABTA’s scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can’t resolve your complaint, go to www.abta.com to use ABTA’s simple procedure. Further information on the Code and ABTA’s assistance in resolving disputes can be found on www.abta.com.

19. Prompt Assistance

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 travel 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 travel 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 travel 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.

20. Excursions

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