

Terms & Conditions for 2019-2020 holidays.

Holding fee for 2019-20 early bird bookings

We offer the facility to hold a chalet on a specific date in the 2019-20 season with a refundable holding fee of just £100. This ensures that no one else books your chalet on the date you specify and you have first refusal when we confirm our programme and prices. This gives rise to no contractual obligation on either side.

When prices and details of holidays are finalised, we will let you know and should you wish to go ahead, we will ask you for the usual per person non-refundable deposit (see below) to secure your holiday booking. Should you decide otherwise, we will refund your £100 holding fee.

Please read the [Important Information](#) sections along with these pages carefully before you book as together they detail the terms and conditions of the agreement between us and also contain important information about your holiday and travel services provided by us. Our holidays and travel are as advertised by us and the nature and type of our services and any restrictions which may apply are also detailed in these Important Information sections.

Additional terms and conditions to those stated below may apply to specific deals.

For our deal-specific terms and conditions, please click [Here](#)

Our Details

We are Skiworld and our offices are 3 Vencourt Place, London, W6 9NU. Telephone: 0330 102 8004, email: sales@skiworld.co.uk - website: www.skiworld.co.uk

Your Financial Protection

A huge advantage of booking through a reputable, established tour operator such as Skiworld is that your money is fully protected.

We provide full financial protection for our holidays in two ways:

1. For flight based holidays your financial protection is through our **Air Travel Organiser's Licence (ATOL number 2036)** issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, telephone 0333 103 6350, www.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.

We 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 you book through a travel agent and you book a flight based package, all monies you pay to the travel agent are held by that agent on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by them, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by him on our behalf at all times.

2. When you buy a package holiday that does not include a flight, **financial protection is provided by our ABTA bond. Our ABTA number is V2151.** ABTA is the Association of British Travel Agents, 30 Park Street, London, SE1 9EQ, and their website is: www.abta.com.

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. Please see the section 'Problems and Holiday Complaints' for more information.

The Agreement Between Us

These booking conditions govern bookings made through any of our authorised channels i.e. on the internet, through our telephone reservations team or via any third party agent and you will be deemed to be bound by these conditions on confirmation of your booking through any of these channels. From time to time, due to changes to the law for example, we may need to update these booking conditions. The latest version can always be found on our website. If we make a significant change to our booking conditions after you have booked your holiday we will advise you.

If you have any questions relating to these booking conditions, please call us on 0330 102 8004.

The contract between us is made on the terms of these booking conditions and [Important](#)

[Information](#) which are governed by English Law. If you booked your holiday in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the internet), this Agreement and any claim or dispute arising from or related to this Agreement, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim.

If you booked your holiday in Scotland or Northern Ireland the courts of these countries will have jurisdiction. Our contract with you is deemed to be made at the offices of Skiworld, 3 Vencourt Place, London W6 9NU.

The type of arrangements you book will decide if your contract is with us or another supplier of travel services. Your contract will be with us if you book at least two or more of the following services when the services are taken together and also either a) cover a period over 24 hours or b) include overnight accommodation: 1. transport 2. accommodation 3. other tourist services not ancillary to transport or accommodation which account for a significant part of the arrangements. We will need to be aware that you have booked more than one arrangement with us.

For all other arrangements, excluding accommodation only bookings, we are a booking agent for other suppliers and your contract will be with them. We accept no responsibility for their actions or omissions. Copies of the conditions of these suppliers are available on request and we recommend that you ask for these.

Your Booking

You must be at least 18 years of age to book a holiday with Skiworld and if you are under 18 and travelling with us, an adult must accompany you. There may be other age restrictions on certain of our offers or services and these will be detailed in these offers or the descriptions of these services.

Our holidays may appear on websites operated by travel agents or other third parties. We have absolutely no control over the contents and practices of these websites. You access and rely upon the contents of these third party websites solely at your own risk. We accept no responsibility for the contents of and practices of any third party websites, including suppliers own websites, such as hotel pages. It is important to remember hotels may feature rooms on their website that are not available through tour operators or are named differently. You should therefore not rely on any descriptions which you view which are not on our website or in our printed material.

Please be aware that if you book through a travel agent, any advice or information they may give you which is not based on information given by us to them, is their responsibility. This includes descriptions and photographs. We cannot accept any responsibility or liability if incorrect or misleading information is given to you in these circumstances.

When you ask us or your travel agent to confirm your holiday booking you guarantee that you:

a) have read these booking conditions which incorporates the information, restrictions and obligations set out herein and in our Important Information (including what is and what is not included in your booking)

b) have the authority to book and accept on behalf of your party, the terms set out along with any terms and conditions of carriage

c) accept that all this constitutes the entire agreement between us with regard to your booking and travel arrangements. No variations to these conditions shall be valid unless agreed by us in writing

d) consent to our processing personal information about you and members of your party in accordance with our privacy and data protection policy.

Whatever the number of people in your booking, once you have confirmed your reservation, we will only deal with the lead name for the booking in all subsequent correspondence of any kind. The lead booking name is the person responsible for:

a) ensuring the accuracy of personal details supplied

b) ensuring all Important Information and terms and conditions are passed to all members of the booking

c) passing on any information regarding the booking including (but not limited to) accommodation details, schedule changes and timings to members of the party and for notifying Skiworld of personal circumstances (such as reduced mobility or dietary requirements) of any member of the party.

It is a condition of booking with us that you (the group leader) and all others in your party, including children of any age, are adequately insured on holiday.

Insurance – Important

It is an express condition of booking that you have adequate travel insurance offering cover for (but not limited to) delayed departure (outbound and inbound), too much snow as well as too little, resort closure due to unavoidable and extraordinary circumstances and hired equipment. You must ensure that your insurance covers you for all the activities you undertake in resort such as après-ski or heli-skiing and that your policy covers you for hired equipment if this is what you chose to do. No liability will be accepted by Skiworld for any clients travelling without adequate insurance. Please refer to the '[Useful Links](#)' section of our website for more information.

When You Book with Us

When you or your travel agent asks for your booking to be confirmed, or you book on our website, we will do our best to meet this request. If the arrangements you have asked to book are still available, we will send (by email) written confirmation in the form of a Confirmation Invoice.

A contract is not made until the date shown on our Confirmation Invoice. We aim to despatch Confirmation Invoices 2 – 3 days following receipt of your deposit and booking form. Please contact us if you do not receive an invoice within 7 days.

As verbal descriptions and telephone conversations are subject to interpretation and cannot be proved or confirmed, we accept no liability for these. Website bookings/quotes are also subject to technical error. Therefore, all telephone and website bookings and quotes are subject to our written confirmation and this is why it is important that you check your invoice as soon as you receive it.

There may be some instances where we are not able to confirm some of our arrangements straight away (such as flights or some ground arrangements) in which case this will be indicated on your invoice. A contract for these arrangements will only be made when we have confirmed them in writing, usually by means of an additional invoice. Errors in costings are very rare. However, if there is an obvious error on your invoice we reserve the right to correct this as soon as we are aware of it.

Please be aware that any monies paid in order to go ahead with a request for flights or accommodation constitutes a commitment to proceed with the booking if your request can be fulfilled. Such monies are non-refundable unless the request cannot be fulfilled.

If you wish clarification of information or to include things in your contract, please request these in writing and we will confirm our acceptance in a written confirmation.

Your invoice

As our invoice constitutes the contract between us, it is your responsibility to check the invoice carefully as soon as you receive it. You must make sure that all the details are correct. If this is not the case, it is important that you **inform us within 24 hours** of receiving your invoice. Failure to do so may result in administrative charges being applied for booking amendments. Items or services not mentioned on your invoice will not be supplied (this includes dietary requests).

If we have not heard from you within 24 hours, we will presume that all details are correct. Any changes you make to your booking after this time will incur an amendment fee and in the case of a scheduled airline this can be as much as 100% of the cost of the flight.

If there is any change to any of the details discussed at the time of booking, before the Confirmation Invoice is issued, we will notify you promptly of any new or changed details, including a change to the total price (if any).

You and Your Party's Contact Details

When you book with us via our website or ask that documentation (which may include e-confirmations and e-tickets) be sent to you by email, we will use the email address you have given us. We assume that this address is correct and that you check it regularly and, importantly, that you accept the risks associated with this means of communication. We cannot be held responsible if we have sent emails to you and you fail to receive them (due to a

full inbox for example or spam filter). So please check you have received all documentation promised and that all the details therein are correct.

It is important that you must provide us with all the names and dates of birth of the people in your party within 24 hours of booking along with any other Advanced Passenger Information (API) required. Failure to do this may mean your booking is not confirmed.

The names you supply must be exactly as they appear on passports. It is your responsibility to ensure that these are correct as changes to scheduled flights (including spellings of names, as well as times) may incur a 100% cancellation charge by the airline.

All contact information will be held in line with our privacy policy which can be [read here](#).

Options on Holidays

For certain departure dates we may hold an option on your chosen accommodation for up to 24 hours (unless otherwise specified). After this, it will be expired automatically unless you have confirmed your booking with a payment.

Please be aware that an oral request or provision of an option does not give rise to contractual obligations to you or to Skiworld and may be cancelled by either party. We do not hold options on late availability prices or for holidays on peak dates. All options expire at the end of the date stated.

Paying for Your Holiday

A deposit per person is required to secure your holiday unless you book within 10 weeks of departure in which case full payment is required.

Please note: All payments (deposits, balances and/or full payments) must always come from one source i.e. the lead name on the booking. If this condition is not adhered to, a charge of £20 per transaction will be made for multiple card payments or transfers.

If we have secured additional scheduled or low-cost flights for your booking, or if you have added a specific extra to your booking, we will take payment to cover any additional costs incurred at the same time as taking your deposit. Please note that these are non-refundable in the event of cancellation. It is your responsibility to ensure that you have sufficient funds to complete the transaction and you have the correct authority to act on behalf of the credit/debit card holder, where applicable.

1. Deposits

The amount of the deposit will be specified at the time of booking and will vary according to your holiday arrangements. This is because some suppliers including airlines require full payment at the time of booking. In this case these amounts are non-refundable and this can be as much as 100% of the holiday price.

We reserve the right to increase or decrease these amounts and will notify you at the time of booking. We also reserve the right to amend the means by which payment should be made for

your holiday without notice. Our reservations team and website will have the most up to date information.

Deposits can be paid using the following methods:

1. **Bank transfer** to Skiworld sort code: 20-36-08, account number: 20600504. Please be sure to quote your Skiworld booking reference on your transfer
2. **Cheque.** Please make cheques payable to Skiworld Ltd and write your Skiworld booking reference on the back of the cheque
3. **Credit or debit card.** Please note we do not accept AMEX

If your deposit is not paid in time your travel arrangements will be not be confirmed and your option (if applicable) cancelled.

Once paid, your booking deposit and any amendment charges are non-refundable except in the circumstances specified. Deposits may be claimable on insurance, subject to terms. All money paid to your travel agent will be held by the agent on our behalf.

2. Final Balances

We will send you a confirmation invoice detailing the remaining amount to pay for your holiday and stating when this should be paid.

If this is not paid on the date specified (usually at least **10 weeks** before your departure), we will cancel your booking and your deposits retained. In this instance cancellation charges may also apply and these may be up to 100% for certain services supplied.

Final balances or full payments (when bookings are made within 10 weeks of departure), can be paid by bank transfer or cheque. Please note we do not accept payments by debit or credit card for final balances or full payments up to 5 weeks before departure. We reserve the right to amend this and our sales team will be able to advise you as to the dates applicable for various payment methods for your booking.

Travel documents will not be dispatched until full payment has been received.

The Price You Pay

Please refer to our [Important Information](#) and then your invoice regarding what is included and what is not included within your holiday price.

Our prices are correct at the time they are published on our website or in any printed material. We reserve the right to increase or decrease our prices at any time prior to booking. As our website is updated once a day, we will be able to tell you or your travel agent the up-to-date price of your chosen holiday prior to confirming your booking when you contact our reservations team.

To help you make the most of your holiday, we are delighted to offer the facility to book extras (such as ski packs). It is best to book these at the time you book your holiday. If you decide to add extras at a later stage, they are subject to availability and assuming it is possible to add

them, you will be charged the price applicable at the time they are booked and not when you booked your holiday.

Please bear in mind that as chalets offer set menus, we reserve the right to make an additional charge for special dietary requests. Such charges start from £35pp.

With our self-catering accommodation, we have an allocation of rooms/apartments. When this allocation is full, it may be possible for us to request additional rooms. Extra to allocation rooms are not always offered to us at the same special rates as those we have on allocation.

The price of our air holiday packages includes an amount per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

All price promises on the website and in our printed material relate to full-priced holidays only and not to any late availability or discounted holidays. Please note that early booking offers, special discounts and child or group reductions may be changed or withdrawn at any time, and are subject to restrictions.

Price Changes After Booking

Once you have booked, subject to the correction of errors or omissions, we will only change the price of your holiday in certain circumstances: changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the levels of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports or airports or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

We will absorb, and you will not be charged for, any increase up to 2% of the price of your travel arrangements, which excludes insurance premiums, and any amendment charges. You will be charged for an amount over and above that. We will only pass on an increase above this amount, plus an administration charge per person together with an amount to cover travel agents' commission if the booking was made through a partner travel agent. These changes will be shown in an Amendment Invoice.

If this means that you have to pay an increase of more than 8% of the price of your holiday price (excluding admin charges), 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, except for any amendment charges.

Should you decide to cancel for this reason, you must exercise your right to do so within the time period shown on your Amendment Invoice. We will also provide a refund of insurance premiums paid to us 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, by more than 2% of your holiday cost, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. 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.

The price quoted on your Amendment Invoice is guaranteed unless you change your holiday. Any increases in our costs which occur after this will be borne by us. Please remember that promotional offers and discounts are only valid at the time of booking and cannot be applied retrospectively.

Should you instruct your debit/credit card company to 'charge back' any payments properly due from you in respect of your booking, we will charge you an administration fee of £10 per incident plus any associated costs. We further reserve the right to cancel your booking and take legal action against you for recovery of the outstanding money.

Our website prices are based on the exchange rates and other costs prevailing on 21/12/18: **EUR 1.11, CHF 1.26, USD 1.27, CAD 1.72, YEN 142.**

Cancellations and Amendments by Us

If We Amend/Change Your Booking

Our aim is always to provide you with exactly the holiday you have booked. However, as we plan our holiday arrangements many months (sometimes a year) in advance, some things may change. So occasionally it is necessary to make changes to the holidays as described and we reserve the right to do this at any time.

Most of the changes we are obliged to make are minor changes to arrangements for which no compensation or refund is due.

For example, we reserve the right to move bookings of up to 4 people to an alternative chalet of a similar or higher standard in the event that there are no other bookings in the original chalet.

Your invoices will always show the latest planned route timings and these will be subject to change. The times on your tickets or e-tickets may also change due to circumstances beyond our control but it is important that you check these as soon as you receive them in case they differ from the estimated timings on your invoice.

Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Other examples (not exhaustive) of minor changes are given below.

Minor changes: alteration of airline/flight routing, of aircraft type, or carrier, of overseas arrival airport/seaport/station, of outward/return flights/travel timings by less than 12 hours, change of accommodation to another of the same or higher standard and any other change not specified as a major change (see below).

If we are forced to make major changes (as or similar to those defined below) we will advise you as soon as we are in a position to do so and you have a number of options (subject only to the section on Events Beyond our Control below).

Major changes: change of UK airport (excluding airports in the same region e.g. Gatwick, Heathrow, Luton, City Airport or Stansted and departure points London and Folkstone), resort, flight times by 12 hours or more, or to a lower standard (including Skiworld's rating) of accommodation and cancellation of holiday.

If we are obliged to make a major material change to the holiday you have booked and for which you have received a confirmation invoice, or if we cancel the holiday within 62 days of the original departure date you may choose to:

- (a) accept the new holiday arrangement offered by us (which may involve a change of resort)
- (b) purchase a replacement holiday from us at the current selling price, if one is available or
- (c) cancel your holiday and receive a full refund. We will pay compensation as detailed unless the change is for reasons beyond our control as described below. We will have no other liability to you.

We will always refund the difference in price if the replacement holiday is of a lower standard and price. You must notify us of your choice within 7 days of our offer of alternative holiday arrangements. If you do not, we will assume your acceptance of the new holiday arrangement.

If We Cancel Your Holiday

We reserve the right to cancel your booking. We will not cancel less than 62 days before your departure date, except for:

- a) events beyond our control (see below)
- b) failure by you to pay deposits or balances by the due date
- c) failure to achieve the minimum number required for the package to go ahead (this number will be provided to you with the holiday description, along with the time limit for us to tell you if the package has to be cancelled)

If your holiday is cancelled, you are entitled to either a full refund of all monies paid or an alternative holiday of comparable standard from us if we are able to offer one. We will refund any price difference if the alternative is of a lower value.

In either instance we will pay compensation as detailed unless we cancel the holiday due to one of the events described in Events Beyond our Control.

Compensation

Notification of major change more than 63 days before departure £0,

62-43 days £10 pp;

29-42 days £20 pp;

15-28 days £25 pp;

0-14 days £30 pp.

We shall be under no further liability to you, nor shall we be liable for any costs or expenses outside the holiday cost.

Compensation will be paid to each full fare paying adult in the booking. Any children not paying the adult price will receive 50% of these amounts. Children or adults on free places will not receive any standard payment.

Events Beyond Our Control

We will not pay compensation if we have to cancel or change your arrangements in any way because of unavoidable or extraordinary circumstances. Unavoidable and extraordinary circumstances means situations beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. These can include, for example, war, riot, political instability, industrial dispute, terrorist activity and its consequences, natural disasters (such as avalanches), nuclear disaster, fire, adverse weather conditions, epidemics, technical problems with accommodation or transport, closure or congestion at airports, stations or ports, cancellations or changes of schedule by carriers or alteration of aircraft type by suppliers, or suppliers ceasing to operate due to adverse weather conditions and all similar events outside our or their control or any similar events.

Cancellations and Amendments by You

If you wish to amend or cancel your booking after our confirmation invoice has been issued, the person who made the booking or your travel agent **must ensure this request is sent to us in writing**. We cannot accept verbal amendments or cancellations.

If You Amend/Change Your Booking

If you wish to change any details of your booking we will do our best to make these amendments but it may not always be possible and the costs may increase closer to your date of departure. Any request for changes must be made in writing by the person who made the booking or your travel agent. If we are able to make the changes requested, you will be required to pay an amendment charge and any further costs we incur in making the alterations requested. Skiworld amendment charges are £35 per change per person if more than 70 days before departure. Within 70 days of departure the fee will be £50 per change per person.

If you wish to add a person to your booking or add ski packs, we cannot guarantee that this can be done and such changes cannot always be accepted within 14 days prior to the date of departure.

In the case of major changes (such as those that will lower the basic price of your holiday or that would cause your holiday to cease being a package holiday) these will be treated by us as a different holiday and cancellation charges apply. Changes to your accommodation and

flight within 62 days prior to departure will also be treated by us as a different holiday and will also incur cancellation charges.

The price of your new arrangements may not be the same as when you originally booked. The new price will be that which applies on the day we received the written request from you or your travel agent requesting the change.

If you wish to make a change to your holiday whilst in resort (i.e. extending or reducing your holiday or changing accommodation) this will be subject to availability. Any such changes must be advised to us in writing either via our local office or our head office in London. Any additional costs including administration fees must be paid in advance.

Most scheduled carriers and some charter carriers, other than our own, prohibit changes (including name changes and times) and require that new tickets be purchased or charge a high amendment fee. These charges will be passed on to you.

Once tickets (including e-tickets) have been issued and sometimes even before they have been issued, any changes at all to the ticket (including initials) will result in you having to pay for the cancelled ticket and buy a new ticket at the full cost. Therefore, it is important that you take great care when providing names and departure details.

If You Cancel Your Holiday

To cover the cost of processing your cancellation and to compensate us for the risk that we may not be able to resell your holiday, the cancellation charges below are payable (including extras) from the date we receive written confirmation. The more notice you give us, the less we charge. The person who made the booking is responsible for this charge.

Please remember that for some holiday arrangements (in particular scheduled carriers) the cancellation charges may be 100% cancellation fee as soon as the booking is made and the ticket issued. In these instances, the charges below are as a % of the cost of all the remaining arrangements and the non-refundable charges will be added to these.

In some cases, you may be able to transfer your booking to another person who satisfies all the conditions of your booking. Please call us to see if this is possible and see the section below 'Transferring Your Booking'. Both you and the new traveller are responsible for paying all costs incurred in making the transfer.

The number of days prior to departure is taken to be from the day on which written notice is received by us: cancellation 70 days or more prior to departure = loss of deposit

Europe

56-62 days = 35%

28-55 days = 55%

14-27 days = 75%

13-7 days = 95%

6 days or less = 100%

USA, Canada, Japan, all other destinations

56-62 days = 35%

0-55 days = 100%

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

You can cancel your booking without paying cancellation charges if the performance of your package is significantly affected by unavoidable and extraordinary circumstances. In such an event, we will arrange for your booking to be terminated and for you to receive a full refund. We will be under no further liability to you.

Once you have cancelled your booking we will send you a cancellation invoice (by email). If you have not received this within 14 days, please contact us.

Important – price changes due to cancellations

As much accommodation is priced according to the number of people staying there, if cancellation of a party member results in under occupancy of a room, apartment or chalet, the cost of the holiday for those remaining will increase as they must pay the appropriate empty bed charge.

Cancellations may also affect your entitlement to discounts and promotions (see the relevant terms and conditions) such as a whole chalet discount. Such changes to costs as a result of reductions in numbers of your party will be shown on a new invoice.

Transferring Your Booking

If you are staying in Skiworld accommodation and travelling to your destination on a Skiworld charter flight and you are prevented from travelling, you may be able to transfer your booking to another person provided:

- i) The booking does not include services provided by suppliers who will consider the booking cancelled if changes are made
- ii) Your arrangements remain exactly the same as the original booking
- iii) The replacement person takes on the exact cost of your holiday as paid by you
- iv) You must put your request to transfer your booking in writing
- v) That person confirms in writing their acceptance of the terms of our agreement
- vi) That person must show us new evidence of their insurance (as any premiums paid by you cannot be refunded)
- vii) You pay an amendment fee the amount of which will depend on when we are notified of the change.

viii) You will remain responsible for the payment of any balances relating to your holiday should that person be in default of payment

ix) You cannot transfer a booking within 14 days of travel. In all other instances cancellation charges will apply. Please call us as soon as possible so we can advise if transferring to another person is possible for your booking.

Cancellation by you due to unavoidable and 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 the 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.

Our Liability to You

You must inform us without undue delay of any failure to perform or the improper performance of the travel services included in this package. If any of the services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both.

We will not be liable where any failure to perform or improper performance of the travel services is due to:

1. You or another member of your party
2. A third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable or
3. Unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

The following applies where we are providing a holiday package. If we are providing transport only or accommodation only, or are acting as a booking agent, this section does not apply to you and we accept responsibility only for the proven negligence of our employees when acting in our employ.

Except where we are your booking agent, this section covers injury, illness or death whilst you are using the holiday services that we have arranged. We do not have any direct control over the way our suppliers provide their services but everyone employed or contracted by us is expected to carry out their duties properly. If they fail to carry out their duties properly or at all and that fault results in your injury, illness or death we may make a payment to you which would be similar to one you would receive under English law in an English court.

We have taken all reasonable care to ensure that the services that make up your holiday are provided by reputable suppliers and businesses. These organisations follow local and national regulations and laws of the country in which they operate. However, overseas safety standards often differ from those in the UK and in some instances may not yet meet EU fire safety recommendations. Our obligations in regard to reasonable care and due diligence will be deemed to have been complied with when provision has conformed with local regulation or, in the absence of this, local custom.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

(a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) Any relevant international convention, for example (but not limited to) the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices (3 Vencourt Place, London, W6 9NU. Telephone 0330 102 8004).

We will make such payments for injury, illness or death provided that you accept that:

- i) You must bring your injury or illness to the attention of the supplier and ourselves whilst in resort and as soon as possible. You must also write to us regarding your claim within 3 months of coming home from the holiday to allow us the opportunity of investigating it properly
- ii) You must include a letter from your GP regarding your illness or injury
- iii) You must transfer to us the rights you have against the supplier/other person
- iv) You must cooperate fully if we or our insurers wish to enforce these rights
- v) Any payments we make may be limited in accordance with international conventions

Your Liability to Us

The accommodation we have booked on your behalf is available for use only by those persons included on the booking, unless otherwise agreed by us in writing prior to your departure for your holiday.

We have a duty to ensure that guests do not suffer damage caused by preceding guests, so it is a condition of booking that whilst on holiday you are responsible for any damage caused to your accommodation, or other facilities or equipment you use (except by persons not known to you or us and unconnected with the contract between us).

We appreciate that normal usage causes wear upon furniture, fixtures and fittings and this is always taken into consideration, but actual damage caused by guests, either by accident or negligence, must be paid for. You are responsible for meeting any charges levied by either the owner, provider or Skiworld to rectify such situations. If the cost is not known an estimated cost must be paid, and any overpayment will be reimbursed when actual costs are known. Similarly, in the event that the estimated cost falls short of the actual cost, we reserve the right to request the balance from you and will require you to give a signed undertaking to reimburse us with the difference within 21 days of your return. If no payment is made in resort, you will be required to give a signed undertaking to reimburse us within 21 days of your return. You may be denied boarding of the homebound aircraft in the event of an unreasonable refusal either to pay in resort or give such an undertaking.

Party leaders are responsible for their groups. We reserve the right to request a damage deposit or take a credit card imprint on arrival at your chalet or lodge.

If you are booking a Skiworld chalet or lodge with us, you acknowledge and accept that booking such a style of holiday (home from home) is not the same as booking 'a hotel'. Specifically, you accept that the staff are largely young, seasonal workers from all walks of life, and not hospitality professionals, and you undertake to travel with realistic expectations and a degree of tolerance for minor issues which might occasionally fall short of perfection.

Travel arrangements

When completing your Advanced Passenger Information (API), we will ask you for a mobile telephone number that we may use in the event of delays to our travel arrangements, so that we may keep you as informed as possible. If you wish to be kept up-to-date with such information, please provide us with a mobile telephone number that will be switched on at such times. If we send auto-generated text messages to your mobile you may incur a charge from your service provider. Your mobile number will not be used for marketing purposes unless you have given us permission to do so.

If you have booked through a Travel Agent and they give us their own telephone contact details, in doing so they assume responsibility to act as a conduit of any information received via our text message service and pass any such information on to you.

All flight arrangements are made under our own Air Travel Organiser's Licence number 2036.

The baggage allowance for most of our flights is as advised with your e-tickets (normally 15-20kgs per person, excluding infants) and it must not be exceeded in any circumstances, or check-in staff may levy excess baggage charges or be unable to place your luggage on the flight. Baggage allowance on scheduled flights is limited to one piece of hold baggage per person (excluding infants) and weight restrictions should be checked with us at the time of booking, as they may differ from those published by the airlines themselves. If you are

travelling on a low cost airline (e.g. easyJet) we will automatically reserve the carriage of one piece of baggage for you.

When you travel by air, land or on water, the relevant carrier's Conditions of Carriage will apply to your journey, some of which may limit liability, as set out under 'Our Liability to you'. All land and air travel arrangements, airlines, aircraft types, timings, routings and arrival airports are provisional until confirmed with our e-tickets and may change after this due to circumstances beyond our control.

Most of our flights operate on a 'Buy-on-Board' basis for snacks and drinks, but we cannot guarantee that this service will always be available or that the airline will cater for special dietary requirements.

Operational decisions may be taken by carriers and/or airports and other such authorities, resulting in delays, diversions or re-scheduling. As this is not within our control, we cannot accept liability for such situations. In unavoidable or extraordinary circumstances, such as severe weather conditions or industrial disputes, we reserve the right to substitute airlines/aircraft and make any necessary alteration to your travel arrangements, including a change of airport and method of carriage, to enable us to fulfil our package holiday promise to transport you to and from the resort or your UK departure airport.

We are also obliged to bring to your attention the existence of a "community list" of airlines that are banned from operating within the EU. To view it go to www.europa.eu and search on banned airlines.

Pregnant women are usually eligible to fly up to the 28th week of pregnancy on the date of return travel, but as this may vary, please check with both your doctor and the relevant airline.

Children under 2 years of age on the return date of travel must sit on a parent's lap and are not entitled to a luggage allowance or catering. Civil Aviation Authority regulations dictate that a child of 2 years or older on date of return travel must have his or her own air seat, and will otherwise be denied boarding by the airline. Such a child must be booked and priced accordingly for the entirety of the holiday.

In the majority of cases, seat allocations are handled by the airline, not us and seats together cannot be guaranteed in all cases, particularly if you arrive later for check-in, although check-in staff and cabin crew will do their best. Clearly, when a flight is full for example, it may be physically impossible to seat every single passenger as they would wish.

Flight and Other Travel Changes, Delays and Diversions

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over three 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 offer compensation for inconvenience or loss of holiday time caused by flight delays, flight diversions, road/weather conditions or curtailment regardless of how caused. Similarly, it is not possible to obtain refunds for any unused accommodation or facilities or for losses, costs and expenses of other travel/accommodation arrangements outside of the package holiday resulting from flight changes, delays or diversions, which should be claimed on your own insurance policy.

Very rarely we may be forced by, for example, adverse weather conditions or road closures (not necessarily in your chosen resort) to make alternative arrangements and in the interests of safety for your outward and/or return journey (generally at the point of flight departure and dependent upon availability of local facilities) the cost of which, if not covered by the airline, must be claimed on your own travel insurance. In such circumstances we will endeavour to provide reasonable assistance with alternative arrangements, but you will not be entitled to additional compensation.

If you are using connecting or internal flights either outbound or homebound to connect with our flights and experience a delay, we ask that you telephone us to inform us of your amended travel arrangements. Relevant contact details can be found on our website or in your pre-departure information.

Please note that we do not accept responsibility in the event of any delay to, or if you miss, connecting flights or other services that have not been booked through us. If you are booking connecting flights, we would recommend that you purchase a ticket which may allow a degree of flexibility in the event of any delay or change to your advertised flight timings.

If your flight is delayed resulting in late arrival in resort (i.e. after 9pm) you will usually be offered a cold plate or a reduced menu on arrival.

On your return journey to the UK our obligation, particularly in a force majeure situation, is to provide transportation back to your original UK departure airport. To do this we reserve the right to substitute airlines/aircraft and make any necessary alteration to your travel arrangements, including a change of method of carriage. Return flights may be arranged to an alternative airport in the UK with onward surface transportation to your original airport. Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to “unavoidable or extraordinary circumstances”, we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the three 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 in advance.

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 a 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. We will not accept responsibility for alternative travel arrangements you choose to make yourself and in no circumstances will we accept responsibility for loss of earnings or professional fees.

Problems or Holiday Complaints

Your Action

We want your holiday to be as enjoyable as possible, but occasionally even the best-laid plans can go wrong. In the unlikely event of there being something not to your liking whilst on holiday, we aim to resolve it as quickly and amicably as possible.

In order to resolve problems we ask:

(i) That you must **report it immediately** to the relevant supplier of the services in question and to our Resort Host or other member of Skiworld staff, thereby giving them the opportunity to try to remedy the problem as promptly as we can. Details of who to contact at Skiworld will be on your Skiworld itinerary.

Part of this reporting procedure is that you complete a form in resort so all parties are clear on the precise nature of the issues involved. It is an express condition of your contract with us that this simple procedure is followed. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort (which is always our aim) and this may affect your rights under this contract.

(ii) If you are still dissatisfied we ask that you write to us giving details of your complaint. (Customer Services, Skiworld, 3 Vencourt Place, London W6 9NU or customers@skiworld.co.uk). We ask that you do so within 28 days of your return quoting your booking reference and providing details of your dissatisfaction. We will acknowledge your letter and investigate the points you raised and reply within 28 days.

We do not automatically follow up a report made in resort as in most cases these are resolved. We do not issue refunds in resort as we feel it is important that all the relevant information is gathered in fairness to all involved. Our Representatives are not authorised to promise or make payments or to vary the terms, conditions or information on the Skiworld website.

Please note: We accept no responsibility for any inconvenience or upset caused to you by the actions or behaviour of other guests.

Our Action

All written correspondence to our London office is acknowledged and we will reply within 28 days. If we have not been able to finish our investigation after 28 days we will write to you advising you as to our progress.

We can usually sort out any complaints you have. In the event of us not being able to agree we can offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. Go to www.abta.com to use this simple procedure and to find out more.

Additional Assistance

If you are in difficulty whilst on holiday and ask us to help, we will provide appropriate assistance in particular by providing information on health services, local authorities and consular assistance. We will help you with alternative arrangements and you must pay any costs incurred if the difficulty is your fault.

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances as long as the following requirements are met: i) You must tell us and the supplier involved whilst you are in resort and write to us within three months of your return from holiday. ii) You must make a claim under your insurance policy's legal expenses section (or other if appropriate), send us proof of this claim and repay us the money to cover our expenses if and when your claim is successful.

Your Accommodation

Only those people named on your confirmation invoice can use the accommodation or transport (or other service) arranged by us. You are not permitted to share accommodation or transport with anyone else.

All clients undertake not to damage their accommodation, and to abide by local regulations (especially in relation to noise). Clients are liable for the cost of any damage or loss and Skiworld shall be entitled to recover costs from the client if necessary before homebound transfer. The party leader shall be liable in the first instance for any claims against the party. You or your party may be denied boarding if you refuse to pay or to undertake a commitment to pay on your return.

N.B: For your comfort and safety, Skiworld reserves the right to only allow access to approved third party suppliers offering goods and services within our properties.

Your Conduct

We reserve the right to refuse to accept you as a customer or to continue dealing with you if your behaviour is disruptive or affects or threatens to affect other travellers or is threatening, disruptive or abusive towards our staff either in the UK or abroad (this includes on the telephone or in writing).

If any of those in charge of operating our holidays such as flight staff or our resort staff, or an accommodation owner, manager or supplier's representative consider you or any of your party to be disruptive, they can refuse to allow you to proceed with your travel arrangements. If this means you are prevented from boarding your outbound flight, we will consider your booking cancelled and the appropriate cancellation charges will apply. If this occurs abroad, you will become responsible for sourcing your own accommodation and flight home including alternative arrangements for those who will not travel without you. These decisions are of course not taken lightly and will usually be as a direct result of your antisocial behaviour or verbal or physical abuse or bullying of our staff, our suppliers or other guests, or if such behaviour is deemed likely to cause a disturbance to other guests.

We will accept no responsibility or liability in these circumstances and no refunds will be made or compensation paid to you or other party members who cannot continue their arrangements without you. We may also make a claim against you (and/or instigate criminal proceedings) if your behaviour has resulted in additional costs to us.

Passport, visa and immigration requirements

Your specific passport and visa requirements, and any other immigration requirements, are your responsibility and you should confirm these with the relevant embassies/consulates before travel and possibly before booking. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

Accuracy of Information

All descriptions on our website or any printed material produced by us, or made orally or in writing are given in good faith based on information believed to be correct at the time. As information is prepared well in advance of the opening of ski resorts, it is inevitable that some details will change since content was prepared. This is outside our control.

We reserve the right to make changes to the information on our website and in our printed material and at the point of booking or as soon as they are made known to us. Our reservations team will have the most up-to-date information and we will do our utmost to notify you of changes before your departure. If changes occur after you have booked we will do our best to inform you however, we will limit the advice to what we feel is an important part of our contract or which we feel will affect the enjoyment of your holiday.

To help us do this, we ask that you advise us of any particular facilities that are important to you at the time of booking.

We will also post these amendments on our website so please check the details of your accommodation on www.skiworld.co.uk.

Photographs of rooms represent the type of accommodation available but not all rooms will be the same shape, size or style, especially in privately owned chalets which are often people's homes. Please note that family rooms are not necessarily larger than the norm. Descriptions of apartments are a guide only, as all are individually owned and differ from one another.

If specific wine, drinks, food or toiletries mentioned on our website or in our printed material are unavailable locally or have been significantly increased in price, we reserve the right to substitute them for suitable alternatives.

We have taken great care and checked all the distances mentioned in our printed material and on our website. However, resort layouts can often be changed when the resorts open for the next winter season and such changes may affect the distances we have mentioned.

Our holidays may appear on websites not operated by us (such as travel agents). We do not accept responsibility or liability for advice or information given to you on a website not operated or maintained by us.

Wi-Fi/Internet Access

In many mountain resorts, signal strength is limited throughout the village not just in individual properties and speeds are not as we are used to in most urban environments in the UK. Streaming of music or films is generally not possible.

Wi-Fi or internet access often belongs to the property/chalet owner and is therefore completely out of our control.

For any Wi-Fi access, regardless of the supplier, we cannot guarantee that it will be operative during your holiday, you will not be advised in advance if this facility is removed, and no compensation or refund will be paid if it is not available for whatever reason. Charges may apply in some properties and we will do our best to notify you of these.

Special Requests

We will always try to meet any special requests and to pass them to our suppliers. Your request will be shown on your invoice to indicate that a request has been made but this is not a guarantee that your request can be fulfilled. Please note that special requests do not form part of our contractual agreement and we will have no liability if they are not met. Due to the additional work required to process special request, we reserve the right to charge an administration fee of between £30 - £50 per person.

Belongings and Lost Property

All your belongings remain your responsibility at all times and Skiworld cannot be held responsible for any items being mislaid, loaded onto wrong coaches, left behind etc. It is normally your responsibility to manage your baggage at all times including its transfer on and off transfer vehicles and to and from accommodation. No liability is accepted for misplacement of items, leaving items/luggage behind or mistaking someone else's luggage for your own or another guest/person taking your luggage off any transfer, believing it to be their

own or otherwise. Skiworld accepts no responsibility for luggage lost or damaged by the airline or airport baggage handlers or coach drivers, and if this occurs, you should notify the service provider immediately of any problem that has arisen. You should contact the airline, airport or coach company directly and use your travel insurance for any resulting claim.

Whilst we do everything possible to locate lost property, we cannot guarantee to do so or to be able to arrange for your property to be returned.

Clients will need to contact our overseas office (lostproperty@skiworld.co.uk). If we are able to locate lost property and arrange for its return, all costs of so doing must be paid in advance along with an administration charge of £25. We cannot be held responsible for lost property whilst in transit to the UK howsoever this is arranged. We reserve the right to increase the administration charge for the return of lost property for bulky items with special dispatch costs.

Ski Packs

We offer the facility to book ski packs (lift passes, equipment, ski carriage or tuition) in advance of your arrival in resort. It is important that you check that any extras are detailed on your invoice otherwise we cannot guarantee that these will be provided.

Please note that some extras (such as but not limited to ski carriage and lessons) are subject to availability, may be limited in scope and on a first come first served basis. This may also be the case if there are unexpected or unavoidable circumstances such as extreme weather conditions, or due to operational considerations by suppliers which is outside our control.

All the information in this section along with the descriptions of our ski pack elements contained in our printed material and on our website is correct at the time of going to press. We will notify you of any changes that we are made aware of, however, the service providers may make changes to their services due to operational considerations or unexpected or unavoidable circumstances of which we are not made aware. This is entirely beyond our control and in this instance service providers will have no further liability to you.

Changes and cancellations to Ski Packs

Should you wish to cancel a pre-booked ski pack element, please be aware that in most instances cancellation fees are levied by the service providers (such as ski schools) and generally refunds of pre-booked items are not made. As these vary depending on the departure date please ask our office for details. Changes to bookings may not always be possible and may incur amendment fees.

As details of ski pack provisions are prepared many months in advance of the start of the ski season, occasionally changes may occur. We are not liable for these changes. Where a service provider is forced to cancel a booking they will endeavour to offer an alternative and, if accepted, any monies paid will be credited to this revised service.

Ski Pack Prices

As our prices are in Sterling, we reserve the right to amend prices in line with changes in exchange rates. Such changes may apply prior to or at the time of booking or a surcharge may be applied to any pre-booked items to compensate them for alterations in currency exchange rates. We will notify you of such increases or surcharges. If any surcharge is greater than 8% of the cost of the booking, you will be entitled to cancel your booking and receive a full refund. You will have 7 days from the date of the issue of a surcharge notice to tell us if you wish to cancel your booking. Otherwise it will be assumed that you will pay the surcharge.

The prices of pre-booked items may be less or more than those in resort. We cannot guarantee a saving (or for example when a ski pass covers both low and high season). No refunds are given for differences in prices of pre-booked items and those in resort. Special offers and discounts may not be available in resort as they only apply to pre-booked items.

If you wish to add ski packs to your booking, we cannot guarantee that this can be done and such changes cannot always be accepted within 7 days prior to the date of departure. All ski packs are subject to availability and all offers are on a first come first served basis.

In all cases, no refunds can be given in resort for differences in price.

Proof of age or that you are a family (if surnames are different) may be required for any lift passes where discounts have been obtained for children, senior skiers or family passes.

Insurance for Ski Packs

It is essential that your insurance covers you for hired equipment and lift passes. Many service providers offer top-up insurance and we recommend you take this. Details of this will be displayed in the shop and we recommend you read this.

If you are not satisfied with the service provided, you must in the very first instance contact our resort team or, if in a non-repped resort, the service provider. This ensures that they have the opportunity there and then to understand the nature of your concerns and to respond accordingly. Failure to register any issues means we (or the service provider) will have been robbed of the opportunity to rectify the situation and this may affect any claims thereafter.

Ski Lessons

If you know that you will require lessons, we advise you to pre-book regardless of the date of your holiday. Ski schools can get extremely busy and it is imperative that you book in advance to avoid disappointment – there are only a limited number of instructors and they can become completely booked up. This is particularly the case at Christmas, New Year, Half Terms and Easter.

The number of hours of lessons varies from resort to resort and this information is displayed on our website. Please ensure that you discuss your needs with our reservations or resort teams prior to booking, to ensure that the appropriate level is booked in advance as ski schools cannot always guarantee movements between classes.

Throughout the season, and in particular during the continental school holidays, the length, timing and availability of the ski school lessons can change with little warning.

Occasionally ski schools require a minimum number of guests book into a lesson in order for it to go ahead. In the unlikely event your lesson is cancelled due to low numbers, alternative arrangements will be offered if possible, however you will be responsible for any additional costs incurred. Alternative arrangements might not be for the same duration as originally booked, but will be to the same monetary value. The ski school price quoted is that of the ski school's standard group lessons.

There may be other nationalities in your group lessons.

The minimum age for learning to ski depends on the ski school's policy, facilities and the child's ability. Occasionally ski schools recommend that children under 6 learning to ski for the first time join a kindergarten in order to familiarise them in a more controlled environment.

Excursions and Apres-Ski

Excursions or other tours and services not run by Skiworld that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. We act as an agent on behalf of the providers of these services and as such have no liability for the act(s) or omissions of any of the service providers.

Written confirmation of your booking signifies that the service provider has entered into a contract with you that are subject to both these terms and conditions and those of the service provider. Any monies paid to us have been taken on behalf of the service provider.

For any excursion, other tour or service that you book, your contract will be with the operator (service provider) of the excursion or tour and not with us. The decision to take part in any such activity is entirely at your own discretion and risk. 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. All service providers reserve the right to revise elements of these conditions as necessary and we will notify you, on their behalf, of any such amendments. The contract between you and the service provider is governed by the law of the country where the service is performed.

The events we offer are often dependent on weather conditions and achieving a minimum number of participants. Therefore, the programmes offered may not always be available. Mentions of restaurants are merely indications that these facilities exist and that they are popular. Excursions or activities that you book and partake in locally are at your own risk and liability. It is important that you check that your insurance covers you for these activities.

Changes and Holidays in Early or Late Season

Details of all services mentioned in our printed material or on the website, for example bus services in resort, are correct at the time of going to press. However, these may change once the resort has opened and we are not notified by the resort in advance of these changes.

Facilities such as lifts, shuttle bus services, saunas, ice rinks and swimming pools may not be operational at the beginning or the end of the season. This may also affect some of the facilities in your accommodation. This may be due to factors such as weather or the number of tourists in resort, repairs or redecoration. These decisions are often made on the spot by their operators and we are not always informed.

Where we do know we will do our utmost to let you know. At the beginning and at the end of the season building work in resorts may be taking place. We have no control over these building works and are not made aware of their start and finish times.

Safety

The safety and wellbeing of our guests is of paramount importance to us. We continually strive to improve hygiene and safety standards in all our destinations. All our properties are obliged to meet local regulations although it is important to remember that even in European countries these may not match those in the UK, which are some of the most stringent in the world. In ski resorts particularly, many buildings are made of timber, often without separate fire escapes. We strongly advise that you and your party familiarise yourselves with your accommodation, safety procedures and location of fire extinguishers.

Data Protection and Privacy

To see our full Privacy Policy please [click here](#).

BREXIT and transition and the possible consequences for bookings

For our most up to date advice to travellers please read the following page:

www.skiworld.co.uk/eu-referendum

It is possible that various consequences of Brexit, the lead up to it and/or a transition period may affect the performance of our contract with you. We are aware that for some of our guests between the date on which you book your chosen holiday arrangements and the actual performance of those arrangements the UK will be changing its relations with the EU and latterly cease to be a member state of the European Union. The situation is fluid and currently we have little idea how our future relationship with the EU will unfold and how this will affect travel in Europe or the holiday arrangements we are offering.

We know nothing of the likelihood of the introduction of new laws or of existing laws ceasing to apply or changes in current legislation or the timescales for any of these. Any of these changes may restrict or entirely prevent our ability to provide you with certain services that make up your chosen arrangements. At present, the changes in law that we consider are most likely to occur and, in turn, affect your chosen arrangements are:

a) A potential inability for the United Kingdom as a whole (and ourselves, for the purpose of this clause and your chosen arrangements) to rely on the free movement of workers and, in particular, the Posted Workers Directive. The result of this may be that we are unable to provide you with certain services that make up your chosen arrangements, such as the provision of a local representative, chalet and Lodge hosts etc.

b) A potential inability for British airlines to operate flights into / out of the EU and, conversely, an inability for European airlines to operate into / out of the United Kingdom. The result of this may be that we are unable to provide you either with the flights that you have booked or indeed any replacement flights.

Should Brexit (including any transition period) result in a change of law that prevents us from providing you with certain services that make up your chosen arrangements, we will:

i) Make reasonable endeavours to provide you with suitable alternative services to those that we are unable to provide;

or ii) If it is not possible for us to arrange alternative services, provide you with a partial refund in respect of the services that we are unable to provide. Provided that we comply with the steps listed above, we will have no further liability to you for any non-performance in services brought about by the process leading up to Brexit or Brexit itself (including the transition period).

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.

As well as the consequences of Brexit and the changes leading up to it having a potential impact upon our ability to provide you with your chosen arrangements, it is also possible that Brexit (including a transition period) may impose additional obligations upon you, in order for you to take part in your booked arrangements, for example:

a) Whereas currently there is no requirement for British nationals to obtain a visa when visiting EU countries, it may be the case that this position will change and that a visa will indeed be necessary for you to visit the country in which your booking will take place;

b) The current reciprocal European Health Insurance scheme may come to an end, meaning that you can no longer use your EHIC card and obtain medically necessary treatment under that card in your destination country. While the existence of the EHIC scheme is not an alternative to obtaining adequate travel insurance, an inability to rely upon it after Brexit may mean that a greater level of travel insurance is required and so you should take this into account when purchasing travel insurance for you and your party.

For the avoidance of doubt it remains at all times your responsibility to comply with any additional obligations that may be imposed on you as a result of Brexit, in order to take part in your chosen arrangements.