

# **TERMS OF BUSINESS & BOOKING CONDITIONS**

## **1. MAKING A BOOKING**

No contract exists with The Ski Company, hereafter called the Company, until the Company has received a signed booking form with a first deposit paid to the designated account and the Company has returned confirmation to the group organiser. The person signing the booking form warrants as a fundamental term of any contract with the Company that he or she has the authority of each party member (when a party member is under 18 years old the authority of the parent or guardian) to contract with the Company on behalf of each member on the basis of these conditions, and that all such persons are aware of these conditions and have agreed to be bound by them. Please read these conditions carefully as your signature on the booking form represents an acceptance of the contract as detailed in these conditions. **This contract is subject to English law and jurisdiction. No variation to these conditions is effective unless made in writing and signed by the proprietor of the Company.**

## **2. PAYMENT**

(a) The deposit as requested on the booking form must accompany the signed booking form.

(b) All deposits are non-refundable except as in Conditions 4 and 5 below. The client by his or her signature agrees to pay the Company all monies by the due date. The full amount outstanding must be received by the Company no later than EIGHT weeks before departure otherwise the Company reserves the right at its discretion to cancel the booking and charge cancellation charges as set out in Condition 4 and/or levy additional surcharges as set out in Condition 3(b).

## **3. PRICES AND SURCHARGES**

(a) Prices for holidays arranged by the Company are based on an exchange rate of £1 = SFr 1.75.

(b) The Company guarantees that it will make no surcharges as a result of minor currency or fuel cost fluctuations provided that all payments are paid no later than the dates due (as in Condition 2). The Company reserves the right to review surcharges should circumstances arise which are outside the Company's control.

## **4. IF YOU CANCEL YOUR BOOKING**

Cancellation is only effective when the Company is notified in writing by the person signing the booking form. The following scale of cancellation charges will apply :

|                                   |                      |                                   |                       |
|-----------------------------------|----------------------|-----------------------------------|-----------------------|
| 48+ weeks prior to departure      | £50                  | 32 to 48 weeks prior to departure | 20% of invoice price  |
| 20 to 31 weeks prior to departure | 25% of invoice price | 8 to 19 weeks prior to departure  | 30% of invoice price  |
| 4 to 7 weeks prior to departure   | 50% of invoice price | 2 to 3 weeks prior to departure   | 60% of invoice price  |
| Less than 2 weeks to departure    | 80% of invoice price | Day of departure                  | 100% of invoice price |

## **5. IF WE CANCEL YOUR HOLIDAY**

The Company reserves the right in any circumstances to cancel your holiday and in this unlikely event, at the discretion of the Company, will refund to you all monies less insurance payments paid or will offer you an alternative available holiday of comparable standard to purchase. Reasons beyond the Company's control include, but are not limited to, war, riot, disputes, disasters, problems with or accidents to any mode of transport, closure of ports or airports, fire, bad weather, force majeure and breach of contract by the Company's suppliers.

## **6. SNOW CONDITIONS**

The Company cannot be held responsible for weather or snow conditions. Should lack of snow close all local ski lifts for over 24 hours the Company will attempt to transport you to an area where skiing is possible. This may involve additional costs for travel and ski passes, these costs need to be paid to The Ski Company before travel commences ( many insurance policies will cover you for some or all of these additional costs, please check your insurance policy ). If, however, road conditions, in the opinion of the Company, are considered to be too dangerous for the safe transfer by coach to an alternative ski resort, the planned skiing will be cancelled.

## **7. LIABILITY**

We will arrange for you to have the services that make up the holiday you choose and that we confirm. These services will be provided either directly by the Company or by independent suppliers contracted by the Company. We are responsible for making sure that each part of the holiday you book with the Company is provided to a reasonable standard and as described. If any part of your holiday is not provided as described and this spoils your holiday, the company will pay you appropriate compensation. The Company has taken all reasonable care to make sure that all the services which make up the holiday are provided by efficient, safe and reputable businesses, and that they follow the local and national laws and regulations of the country where they are provided. Please note: the Company will not pay compensation for changes made because of war or threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural or nuclear disasters, fire, epidemics or health risks, technical problems with transport, closed or congested airports or ports and similar events beyond our control.

## **8. HOLIDAY PARTICIPATION**

We can refuse to accept you as a customer or continue dealing with you if your behaviour is disruptive and affects other holidaymakers. If we do this, we will not be responsible for any extra costs which you have to pay. If the captain of your plane, or the driver of your coach believes that you could be disruptive, they can refuse to let you on the flight or coach at any time. If this means you are not allowed to board the flight or coach to your holiday resort, we will treat your booking as cancelled from that moment and you will have to pay full cancellation charges.

## **9. INSURANCE**

Please ensure that you have adequate insurance cover for the duration of your holiday. Remember to bring you insurance policy and your EHIC card ( if you are entitled to one ) with you. In the event that rescue and/or medical services are required during your stay please note that you may be required to pay for these services before departing the country.

## **10. SKI & SNOWBOARD LESSONS**

The costs shown are for ski lessons are based on a group of approximately 10 persons sharing an instructor ( 8 persons sharing an instructor in the case of snowboard lessons ). If not enough clients book to make a lesson group viable The Ski Company will contact those involved prior to departure to discuss options. These options may include cancelling the lessons booked and refunding clients the cost of the lessons, continuing with the lessons but on a pro-rate basis or paying a surcharge to continue with the lessons booked.

**The information is as accurate as the Company can provide at the time of writing and the Client will be advised of any substantial changes which become known later. Please keep a copy for your reference.**