

# 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. 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. The Company will not make any refunds should matters of currency exchange or fuel costs improve.

## 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

**NB. Some reasons for cancellation are covered by the insurance policy.**

## 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. IF YOUR SCHOOL CANCELS YOUR HOLIDAY** If the school decide that your son / daughter cannot participate in this holiday due to unacceptable behaviour in school during the lead up to departure, then cancellation charges will be applied as outlined above; any further refunds will be at the discretion of the Company.

## 7. 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. 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. The Company will attempt to find an alternative venue or activity and reschedule the planned skiing for another day, but if this is impossible, no refunds will be given.

## 8. 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 in the brochure or in any amendments to it. 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 holidays advertised in this brochure 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.

## 9. PARTY LEADER'S RESPONSIBILITY

In arranging the booking the Party Leader also accepts the responsibility for the good conduct of all participants and warrants that at least one responsible adult be on duty at all times to ensure the acceptable behaviour and safety of the participants. This responsibility includes a ban on alcoholic drinks for all participants under 18 years of age and a ban on smoking in hotels, apartments and dormitories.

## 10. 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.

## 11. INSURANCE

When you book any Ski Company holiday you will purchase as part of your holiday a winter sports insurance, if you already have a suitable insurance policy and do not wish to use the policy provided by the Company please contact the Company before completing your booking form, we will reduce the cost of your holiday by the cost of the insurance we provide.

**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.**