

Terms of Business and Booking Conditions

The **SKI**
COMPANY

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Please read these conditions carefully as your acceptance of the contract is your agreement to the terms as detailed here. 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 Ski Company.

1. The Reservation – is made directly with The Ski Company. No contract exists with The Ski Company, hereafter called the Company, until the contract or booking form has been agreed and accepted. The parts that make up your package holiday will be clearly shown in writing on your contract or booking form. If you are unclear on the details of your holiday costs, please contact us. If you are unable to store or reproduce anything that we send to you, then please contact us immediately and we can resend it in a different electronic format or print it and post it to you. **You must inform The Ski Company in writing of any changes to the information you have provided.**

2. Payment – The trip must be paid in full by the agreed date which will usually be 6 weeks prior to departure. If you fail to make payments as agreed, your booking will be treated as a cancellation and charges will be applied as per section 4.

3. Cancellation Refund Policy – If you change your mind and no longer wish to travel your booking will be treated as a cancellation and charges will be applied as per section 4. If a student or member of staff cannot travel but can be replaced, then cancellation charges will be at the discretion of The Ski Company, but likely no more than the additional costs charged to change flight names or other similar costs. Some reasons for cancelling may be covered by insurance, if you have suitable cover.

4. If you cancel your booking – Cancellation is only effective when the Company is notified in writing by the person making the reservation and the following scale of cancellation charges will apply.

- 113 or more days prior to departure - loss of deposit
- 57 to 112 days prior to departure - 40% of trip cost
- 29 to 56 days prior to departure - 50% of trip cost
- 15 to 28 days prior to departure - 60% of trip cost
- 8 to 14 days prior to departure - 70 % of trip cost
- Less than 7 days prior to departure - 100% of trip cost

5. If we cancel your booking – 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 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 the school cancels a booking – If the school has accepted a reservation from a student but subsequently decides that in the run-up to departure, participation is no longer permitted for behavioural or any other reasons then your booking will be treated as a cancellation and charges will be applied as per section 4.



The Travel Association

Y6245



7. If the government of your country of departure advises against all but essential travel and travel is imminent – then a rebooking will be offered.

8. If national or regional lockdowns of your country of departure prevent travel and travel is imminent – then a rebooking will be offered.

9. If the government of the destination country introduces a ban on arrivals from your country of departure and travel is imminent – then a rebooking will be offered.

10. If the government of your country of departure and / or the government of the destination country require quarantine and travel is imminent – then a rebooking will be offered.

11. If the government of your country of departure advise against travel to your destination or a country you must travel through to reach your destination and travel is imminent - then a rebooking will be offered.

12. If the Department of Education in your country of departure advises against overseas residential and departure is imminent – then a rebooking will be offered.

13. 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 without any additional charges.

14. Liability – We will arrange for you to have the services that make up the trip 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, we will offer you compensation as deemed appropriate by the Company. The Company has taken all reasonable care to make sure that all the services which make up the holidays advertised 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, technical problems with transport, closed or congested airports or ports and similar events beyond our control. The company is not responsible in any way for services or information so provided or for any arrangements made directly by the client with local suppliers.

15. Holiday participation – We can refuse to continue dealing with guests if behaviour is deemed disruptive and / or affects other holidaymakers and we reserve the right to send this person home. If we do this then the school will be liable for these additional costs.

16. Insurance – If your holiday has insurance included in the cost of the holiday, it will be clearly stated on the booking form or contract. We will purchase medical insurance on your behalf, and this will include cover for winter sports, medical expenses and rescue services only. The included policy for non-UK groups will not be full travel insurance, unless explicitly requested and agreed in writing.

It is very important that we are aware of any pre-existing medical condition, illness or injury even if you are just having tests and have not yet been diagnosed. Failure to declare a preexisting medical condition could invalidate your policy and make you liable for all costs incurred. If you do have a pre-existing medical condition you must tell us at the time of booking. If cover for your medical condition incurs significant additional expense you will be informed of these costs. You will then have the choice of paying these additional costs

or arranging your own cover. Please remember that the cost of any additional premium is far outweighed by the potential consequences of being under-insured. If your booking form does not state insurance is included, then you will have to organise your own policy with suitable cover for winter sports. In addition, you should carry a valid European Health Insurance Card (EHIC) or Global Health Insurance Card (GHIC) if you are eligible to have one.

17. Airport transfers – If we arrange your travel to or from the airport, your transfer may be by minibus, coach, car or train.

18. Flights – Flights booked by The Ski Company will likely be provided by various airlines. We will require your passport details (Advanced Passenger Information) to complete the flight reservation and this must be supplied in good time.

19. - Damage – All accommodation, equipment and facilities, whether owned or rented by The Ski Company, will be provided to you in good condition. Once you begin use of an item made available to you then it is understood that you are accepting responsibility for it and you will be charged for any damage subsequently discovered. The amount charged will be based on the cost of repairs or replacement, at the discretion of the owner. If more than one person is involved, then the cost will be shared. If property or equipment becomes unusable, any consequential loss or cost to hire an alternative will also be charged to you. N.B. **Rental equipment** – any damage - regardless of the cause - is the responsibility of the user (please note: damage by rocks to base or edges will not be automatically accepted as just wear & tear, regardless of the snow conditions). Any repairs or replacements will require payment in resort and the school will be given an invoice to reclaim these costs from the insurer if the policy you have provides for this.

20. YOUR PROTECTION - The Ski Company is a Member of ABTA (membership Y6245). The Ski Company is an ATOL license holder (licence 10789). Both of these organisations have strict criteria and ensure we follow UK law and in particular the Package travel Regulations 2018. This means that although non-UK groups do not have the financial protection offered by ATOL or ABTA, you can be assured that we are a reputable company.

21. TRAVEL DOCUMENTS – Every person travelling must have valid travel documents as required by any country they are visiting. The documents required and their period of validity can vary for different countries so please check with the relevant authorities. The Ski Company is happy to advise but cannot be held responsible for missing, incorrect, invalid, or out of date travel documents. Failure to provide the necessary documents will prevent entry at the border so you will not be allowed to travel and no refunds will be given by The Ski Company.

22. YOUR PRIVACY – On 25 May 2018, the General Data Protection Regulations (GDPR) came into effect. In order to comply fully with the requirements of the law, we have created a separate document which explains how we safeguard your data rights, and how you might exercise them. Our privacy Notice is available at <https://www.skicompany.net/important-documents-international>.

23. COMPLAINTS – Any complaints should be put immediately to the company's representative in resort. In the event that the complaint is not settled to your satisfaction, you must write to the UK office within 28 days of your return home.

24. ADDITIONAL INFORMATION –

Our address and contact details are The Ski Company, 4a Nelson Arcade, Nelson Road, Greenwich, London UK SE10 9JB, web: www.skicompany.net , email skicompany@skicompany.net, tel: 020 8858 9535.

The information is as accurate as the Company can provide at the time of writing. You will be advised of any substantial changes to these Terms which are implemented at a later date.

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