

Terms of Business and Booking Conditions

Version 06/05/2022

The **SKI**
COMPANY

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Please read these conditions carefully as your submission of a reservation 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 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 Company has received the Application Form and the first deposit and the organiser of your trip has confirmed your participation.

The parts that make up your package holiday will be clearly shown in writing on your reservation 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 re-send 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 deposit (£100 unless otherwise stated), must be received along with the reservation. Details of how to pay further monthly payments will be sent to you. The amounts, the dates and the frequency of payments cannot be varied unless agreed in writing with the Company. If payments are not received by the Company by the agreed dates 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 = CHF 1.20 or £1 = EUR 1.15

(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. The maximum we can surcharge is 10% of the holiday cost.

4. Cancellation Refund Policy – If your holiday package from The Ski Company includes Atlas travel insurance and you need to cancel, then you could be due a refund from The Ski Company. Valid reasons for cancellation may include but are not limited to death, injury or illness of the person travelling or a close relative. Other reasons will be considered at the discretion of The Ski Company.

Any cancellation on medical grounds must be supported by written evidence from a treating doctor or medical professional.

Any pre-existing conditions, treatments, diagnoses, consultations with medical professionals or visits to A&E or similar that occurred in the previous 2 years must be disclosed at the time of booking or refunds may be refused.



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Other reasons for cancellation will be considered but this will be at the discretion of The Ski Company and supporting evidence may be required.

5. 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.

more than 113 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

6. 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.

7. If your school cancels your booking - If the school has accepted your reservation but subsequently decides that in the run-up to departure participation is no longer permitted for behavioural reasons then cancellation charges will be applied as outlined above.

8. If the government of your country of departure advises against all but essential travel and travel is imminent - then a full refund or a rebooking will be offered.

9. If national or regional lockdowns of your country of departure prevent travel and travel is imminent - then a full refund or a rebooking will be offered.

10. If the government of the destination country introduces a ban on arrivals from your country of departure and travel is imminent - then a full refund or a rebooking will be offered.

11. If the government of your country of departure and / or the government of the destination country require quarantine and travel is imminent - then a full refund or a rebooking will be offered.

12. If the FCDO advise against travel to your destination or a country you must travel through to reach your destination and travel is imminent - then a full refund or a rebooking will be offered.

13. If the Department of Education in your country of departure advises against overseas residential and departure is imminent - then a full refund or a rebooking will be offered.

14. 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.

15. 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.

16. Holiday participation - We can refuse to continue dealing with you if your 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 person signing the booking form will be liable for these additional costs.

17. Insurance - You must have winter sports insurance for any trip with The Ski Company. If your holiday has insurance included in the cost of the holiday, it will be clearly stated on the booking form. Policy details are available on our web site skicompany.net or should we use a different insurer then they will be sent to you. 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. 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 pre-existing 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.

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

19. 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.

20. - 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 – all rental ski/snowboard equipment is inspected on return and serviced regularly by our experienced workshop technician. Any damage - regardless of the cause - is your responsibility (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 you will be given an invoice to reclaim these costs from your insurer if the policy you have provides for this. Children travelling as part of a school will not be expected to pay in resort, but an insurance claim must be submitted to recover these costs.

21. YOUR FINANCIAL PROTECTION

ABTA - The Travel Association - Book with Confidence. The Ski Company is a Member of ABTA (**membership Y6245**) which means you have the benefit of ABTA's assistance and Code of Conduct. We provide full financial protection for your money. ABTA and ABTA Members help holidaymakers to get the most from their travel and assist them when things do not go according to plan.

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

Holidays covered by ATOL (licence 10789) - When you buy an ATOL protected flight or flight inclusive holiday from us you or your group organiser 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. The Ski Company, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If The Ski Company, 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 maybe reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

Holidays NOT covered by ATOL. In accordance with the Package Travel, Package Holidays and Package Tours Regulations 1992 all passengers booking with The Ski Company are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of The Ski Company. There is no requirement for Financial Protection of day trips, and none is provided. This insurance is only valid for packages booked that DO NOT include flights. Consumer aware: Your booking is insured by IPP Ltd and its panel of insurers. - This insurance is only valid for passengers who book and pay directly with/to The Ski Company. If you have booked and/ or paid direct to a Travel Agent for a holiday with The Ski Company, please request proof of how the booking is secured as this will not be covered by IPP Ltd in this instance. This Insurance has been arranged by International Passenger Protection Limited and underwritten by Certain underwriters at Lloyd's. For further information please go to www.ipplondon.co.uk

22. 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. For example, UK passport holders must have at least 3 months validity past their planned return date for travel to the Schengen Zone (this includes EU and CH). Please note that new passports can take weeks and visas can sometimes take several months, so any application

process should be started well in advance. 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.

23. 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 www.skicompany.net/tcs.html.

24. 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.

25. 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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