

YOUR PACKAGE HOLIDAY BOOKING IS WITH SKI SOLUTIONS LTD

1. Our contact details

Ski Solutions Ltd, Unit 3 Walton Lodge Laundry, 374 Coldharbour Lane, London, SW9 8PL.

020 7471 7711 (9am-5pm)

2. Travel Guidance

The UK Foreign, Commonwealth and Development Office (FCDO) publishes regularly updated travel information which you are strongly recommended to consult before booking and in good time before departure. You are responsible for making yourself aware of FCDO advice regarding the safety of the countries and areas in which you will be travelling and to make your decisions accordingly.

3. Insurance

Adequate and valid travel insurance is compulsory for all our travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs, ensuring it covers all the activities you plan to undertake and protects you against cancellation, medical and repatriation expenses and personal liability claims. With specific regard to Covid-19 / SARS-COV2, it is important that your policy provides sufficient protection for your party both before departing on holiday (in case you, a travelling companion or a close relative contract Covid-19 or are forced to self-isolate) as well as catering for many issues that may arise during your trip (medical expenses and repatriation). If you wish to arrange additional activities while you are away, please check your cover before doing so. Please read your policy details carefully and take them with you on holiday. If you choose to travel without adequate insurance cover, we will not be liable for any losses suffered by you in respect of which insurance cover would otherwise have been available.

4. Your Holiday Booking

A binding contract will come into existence between you and us as soon as we have received all appropriate payments and we have verbally confirmed the booking with you over the telephone.

This booking is made on the terms of these booking conditions. When you make a booking, you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions.

When making your booking for your package holiday we will arrange for you to enter into contracts with the

principal(s) or other supplier(s) (e.g. tour operator/airline/cruise company/accommodation company) that are providing your travel services, named on your confirmation(s), for whom we act as agent. We are the package organiser, with responsibilities to you as set out in these Booking Conditions.

5. Paying for Your Holiday

In order to confirm your chosen holiday, a deposit amount advised to you by your reservation agent must be paid at the time of booking. This is usually £250 per person. There may be additional non-refundable amounts due at the time of booking to secure certain air and accommodation supplies. These will be advised by your account manager at the time of booking. Please note that these are non-refundable in the event of cancellation. If your booking is within 12 weeks of departure, full payment will be due.

The balance of the price of your travel arrangements must be paid at least 12 weeks before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time, we shall retain your deposit.

6. If You Cancel Your Holiday

6.1 You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking, or your travel agent must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows (see also the exceptions below):

| <i>Period before departure in which you notify us</i> | <i>Charge to you</i> |
|--|--|
| More than 84 days | Deposit only |
| Within 84 days | 35% of holiday cost or deposit if higher |
| Within 70 days | 60% of holiday cost |
| Within 42 days | 100 % of holiday cost |

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

6.2 Certain holiday arrangements may not be able to be cancelled after a reservation has been made and any cancellation request could incur a cancellation charge of up to 100% of that part of the arrangements irrespective of when it is made.

6.3 Please be aware that if one member of your party wishes to cancel, this may mean that the accommodation booked will be under-occupied and result in the other party members having to pay any additional supplements to retain the booking.

6.4 Whilst we recognise that weather does play an important part in ski holidays, insufficient snow in resort would still mean that the above cancellation charges would be imposed

6.5 You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances which occur at the destination or its immediate vicinity. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred.

7. If You Change Your Booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes, but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £30 per change, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made, and you should contact us as soon as possible.

Note: Certain travel arrangements (for example scheduled flights) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing as soon as possible and no later than 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

8. If we cancel your booking

We reserve the right to cancel your booking. We will not cancel less than 12 weeks before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance. Unavoidable and extraordinary circumstances mean a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

If your holiday is cancelled, you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you, we will:

1. provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
2. pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (see definition above).

Period before departure in

| <i>which we notify you</i> | <i>Amount due</i> |
|-----------------------------------|--------------------------|
| More than 84 days | £Nil |
| More than 28 days | £15 |
| More than 14 days | £25 |
| Less than one day | £35 |

This does not exclude you from claiming more if you are entitled to do so.

9. If we change your booking

(a) Changes to the price

We can change your holiday price after you've booked, only 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 level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and 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 equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel: 1) you must do so within the time period shown on your final invoice 2) We will 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 cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. 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.

(b) Changes other than the price

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, alteration of London departure airport, alteration of destination airport, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of airline carriers.

If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

- We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.
- If you choose to accept a refund:
 1. we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
 2. we will pay compensation as detailed below except where the significant change is due to 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. An example of this might be a weather-related incident such as exceptional snowfall, flooding or avalanche.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure in Amount due

which we notify you

| | |
|-------------------|------|
| More than 84 days | £Nil |
|-------------------|------|

| | |
|-------------------|-----|
| More than 28 days | £15 |
| More than 14 days | £25 |
| Less than one day | £35 |

10. Unavoidable and Extraordinary Circumstances

In these Booking Conditions, where we refer to Unavoidable and Extraordinary Circumstances, it means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken.

This may cover for example warfare, other serious security problems such as 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 to the destination as agreed in the package travel contract. For the avoidance of doubt, unavoidable and extraordinary circumstances include the UK FCDO advising against all travel or all but essential travel to any country, region or destination and the Covid-19 / SARS-COV2 (and any mutation of the same) pandemic and its impact such as travel restrictions and the measures and other action taken by governments, public authorities and businesses to control and manage its effects (such as the implementation of social distancing).

Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected or you otherwise suffer any damage or loss (as more fully described in clause 11 below) as a result of Unavoidable and Extraordinary Circumstances.

11. Our Liability to You

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel 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: you or another member of your party; or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or 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.

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 travel services that make up your package. These terms are incorporated into this booking; and

b) Any relevant international convention, for example 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 and conditions under which compensation can be claimed 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 the extent of or the conditions under which compensation is to be paid under these or any conventions.

You can ask for copies of the travel service contractual terms, or the international conventions, from your account manager. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

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 to make alternative arrangements for your outward and/or return journey, 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 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.

On your return journey to the UK our obligation, particularly in 'extraordinary circumstances', 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 to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible, of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

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.

NB. this entire clause 11 does not apply to any separate contracts that you may enter into for ski extras such as Lift Passes, Ski Hire or other activities whilst on holiday.

12. Protecting your money

We provide full financial protection for our package holidays.

1. For flight-based holidays this is through our Air Travel Organiser's Licence number 4055 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email claims@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 we aren't 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 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.

2. When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by ABTA – The Travel Association 30 Park Street London SE1 9EQ. For further information please see www.abta.com. You agree to accept that in the unlikely event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

13. ABTA

We are a Member of ABTA, membership number C6711. 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. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved.

14. Complaints

If you have a complaint about any of the services included in your holiday, you must inform our Client Services team

on 020 7471 7711 or clientservices@skisolutions.com without undue delay who will endeavour to put things right.

If it is not resolved locally, please follow this up as soon as possible after your return home, ideally within 28 days by writing to our Client Services Department at Ski Solutions, Unit 3 Walton Lodge Laundry, 374 Coldharbour Lane, London, SW9 8PL giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint whilst in resort, we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. Please also see clause 14 above on ABTA.

15. Additional assistance

If you're 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; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

16. Passport, Visa and Immigration Requirements

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

17. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us.

18. Law and jurisdiction

This booking is governed by English Law, and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

19. Prices and Website Accuracy

Please note, the information and prices shown on our websites may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the websites and prices, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

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