

## YOUR ACCOMMODATION BOOKING IS WITH SKI SOLUTIONS LTD

1. **CONTRACT:** Please read these booking conditions carefully as they, together with the specific information about your confirmed accommodation, form the basis of your contract with Ski Solutions Ltd, Unit 3 Walton Lodge Laundry, 374 Coldharbour Lane, London, SW9 8PL.
2. **PRICES:** We reserve the right to alter any of our advertised accommodation prices. You will be advised of the current price of the accommodation that you wish to book before your contract is confirmed.
3. **MAKING A BOOKING AND PAYMENT:** In order to confirm your chosen accommodation, a deposit amount advised. Please note that this deposit is 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. The Company also reserves the right to charge interest on any sums due and unpaid, such interest to be calculated at the rate of 6% over the Bank of England base rate, or any part thereof, from the date when the balance becomes due to the date of settlement.
4. **CONFIRMING YOUR BOOKING:** Your booking is confirmed and a contract between us exists as soon we have received all appropriate payments and we have verbally confirmed the booking with you over the telephone. Following this, we will issue a booking confirmation. Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport. The cost of your accommodation does not include any extra chargeable services that you may use whilst at the accommodation. These are payable direct to the accommodation provider.
5. **YOUR RESPONSIBILITY FOR YOUR BOOKING:** 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. This means that you are responsible for making all payments due, notifying us if any changes or cancellations are required and for receiving the confirmation and keeping your party informed.
6. **INSURANCE:** It is your responsibility to ensure that you are adequately insured. We strongly recommend that you take out insurance, which should include cover against the cost of cancellation by you and assistance (including repatriation) in the event of accident or illness.
7. **IF YOU WANT TO CHANGE YOUR BOOKING:** After our confirmation has been issued, any requests for changes must be sent to us in writing, by email or post, by the person that made the booking. We cannot guarantee that we will be able to accommodate your request, but we will try to do so. You will be asked to pay an administration fee of £30 per change plus any charge made by the accommodation supplier. These are likely to be higher the closer you get to your arrival date, so contact us as soon as you can. If you change the number in your party, the accommodation price will be re-calculated. If the party size is reduced, this is likely to mean the remaining members paying more due to under-occupancy.
8. **IF YOU WANT TO CANCEL YOUR BOOKING:** The person that made the booking must put this in writing to us, by email or post. Because we incur costs in cancelling confirmed bookings, particularly if cancellations occur close to arrival date, you will be charged a cancellation fee. Cancellation fees: If you cancel (this is the date on which we receive your written notice of cancellation during the hours of 9am to 5.30pm):

More than 84 days before your arrival date: deposit  
 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

Charges are shown as a percentage of your accommodation cost (excluding amendment fees, if any, which are non-refundable in the event of a cancellation). 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.

9. **IF WE CHANGE OR CANCEL YOUR HOLIDAY**  
 We may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

*Changes* If we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of accepting the change of accommodation, or you can take any alternative accommodation we are able to offer you (you will pay the increase in cost if the replacement is advertised at a higher price than your original booking, or receive a refund of the difference if it is less expensive), or a refund of the money you've paid to us. In some cases, we will also pay compensation (see below). These options don't apply for minor changes. Examples of minor changes include, but are not limited to, change of accommodation to another of the same or higher standard, temporary withdrawal of facilities or seasonal unavailability of amenities.

*Cancellation* We will not cancel your travel arrangements less than 12 weeks before your departure date, except for unavoidable and exceptional circumstances. Unavoidable and exceptional circumstances mean a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken (see clause 10). If your holiday is cancelled you can either have a refund of all monies paid or accept an offer of alternative accommodation of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). Any amendment or cancellation fees you incur in terms of other arrangements you have made with other providers under separate contracts are not claimable from us. In some cases, we will pay compensation (see below).

*Insurance* If we cancel or make a major change and you accept a refund, 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.

*Compensation* If we cancel or make a major change, we will pay compensation as detailed below except where the major change or cancellation arises due to reasons of unavoidable and exceptional circumstances. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

### IF WE CANCEL OR MAKE A MAJOR CHANGE TO YOUR HOLIDAY

Period before departure in which we notify you	Amount you will receive from us
More than 84 days	£Nil

More than 28 days	£10
More than 14 days	£20
Less than one day	£30

10. UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES: We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unavoidable and extraordinary circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport. No compensation, costs, expenses or any other sums, including the cost of securing alternative accommodation will be paid by us.
11. OUR RESPONSIBILITY FOR YOUR BOOKING: We have a duty to select the accommodation providers with reasonable skill and care. We have no liability to you for the actual provision of the accommodation, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the provider with reasonable care and skill, we will have no liability to you for anything that happens at the accommodation or any acts or omissions of the provider or others. We also have no liability in the following situations:
- where the accommodation cannot be provided as booked due to circumstances beyond our control (see the Note in clause 8)
  - where you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you.
  - where you incur any loss or damage that relates to any business activity.
  - where any loss or damage relates to any services which do not form part of our contract with you.
- If we are found liable to you on any basis, we limit the amount we have to pay you to a maximum of three times the cost of your accommodation. This limit does not apply to cases involving death or injury.
12. BEHAVIOUR: When you book accommodation through us, you accept responsibility for the proper conduct of all members of your party during your stay. We reserve the right at any time to terminate the stay of any party member(s) whose behaviour is such, in the reasonable opinion of the accommodation provider or us, as to cause or to be likely to cause danger, upset or distress to anyone else or damage to property. Full cancellation charges will then apply, and no refund will be given. Furthermore, we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation) you may incur as a result of your stay being terminated. If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation provider concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the accommodation provider or any third party as a result.
13. CHECK-IN AND CHECK-OUT: Check-in is normally after 3pm. If you check-in after midnight, your accommodation has been reserved for you from the previous day and this counts as the first night of your stay. Check-out is normally at 10am. Please ask your account manager for specific timings relating to tour

accommodation. Some destinations may impose small, typically €1-3pp per night tourist taxes which are collected locally. These are not included in the package holiday provided by us.

14. COMPLAINTS: If you have a problem during your stay, please inform the accommodation provider immediately, who will endeavour to put things right. You should also try to find a solution whilst you're there and contact our Client Services team in London if you are unable to resolve the problem while on holiday. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Client Services department at Ski Solutions Ltd, 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. This will assist us to identify your concerns quickly and speed up our response to you. If you fail to follow this simple procedure, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract. Please bear in mind that we are only liable to compensate you in line with these booking conditions - clause 9 above makes clear that our obligation is to choose the accommodation provider with reasonable skill and care. Any dispute or claim arising out of this contract that can't be settled between us can be referred by you to ABTA's dispute resolution (see clause 16) or court. We agree that the courts of England and Wales have jurisdiction and English law applies (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scots or Northern Irish law, as applicable.)
15. FINANCIAL PROTECTION: The monies you pay to us for your accommodation are protected by means of a bond held by ABTA. This means that, if in the unlikely event of our insolvency and your accommodation can't be provided, you will receive your money back or, if your stay has started, arrangements will be made for you to be able to continue as planned.
16. 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](http://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](http://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 registering your complaint with us; it will not determine how your complaint should be resolved.
17. COVID-19 LIMITATION OF LIABILITY: We both acknowledge the ongoing COVID-19 global crisis and accept our obligations to comply with any official guidance from governments or local authorities, both in the UK and whilst on holiday.
- Please note that we will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:
- If you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for

a period of time. If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

- Postponing your holiday to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your holiday, such as the flight, as well any increase in cost imposed by other suppliers);
- Cancelling your holiday, in which case we will impose our standard cancellation charges as at the date of cancellation by you. You may be able to claim these costs back from your travel insurance.

If this happens whilst you are on your holiday, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs for you.

b) You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with the holiday, or that portion of the holiday.

You also acknowledge that the suppliers providing your holiday, including airlines, hotels and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19, and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability. We do not expect these measures to have a significant impact on your enjoyment of the holiday and all measures will be taken with the purpose of securing your safety and those around you.

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