

Booking Conditions

Last updated: 24.09.2018

Please read the following booking conditions (the “Booking Conditions”) carefully as they set out the terms and conditions of the contract between you and Snow-Wise Limited (“we”, “us” and “our”), a company registered in England and Wales number 8389296, whose registered office is at 6 Gould Road, Twickenham TW2 6RS. References to “you” and “your” in these Booking Conditions will include you and all persons travelling on your booking.

The current updated version of these Booking Conditions can be found on our website at <https://www.snow-wise.com/home/terms-and-conditions/>. We request that you read our Booking Conditions carefully prior to purchasing any holiday with us as, together with our privacy policy (as set out in our Privacy Notice which can be viewed at: <https://www.snow-wise.com/home/privacy-notice/>) and any other written information we brought to your attention before we confirmed your booking, they form the basis of your contract with us. From time to time, due to changes to the law for example, we may need to update our Booking Conditions. The latest version can always be found online at the address given above. If we make a significant change to the Booking Conditions after you’ve booked your holiday with us, we’ll let you know.

WHERE WE ACT AS AGENT

Where we act as agent we will arrange for you to enter into a contract with the principal(s) or other supplier(s) (e.g. tour operator) named on your receipt(s). As agent we accept no responsibility for the acts or omissions of the principal(s) or supplier(s) or for the services provided by them. The principal’s(s’) or supplier’s(s’) terms & conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. The booking conditions below apply to bookings where your contract is directly with us, and not where we are acting as an agent for another tour operator or supplier. You will be clearly notified at the time of booking if we are acting as agent. Our “Agency Terms of Business” which apply where we act as agent can be found at: <https://www.snow-wise.com/home/terms-and-conditions/agency-terms-of-business>.

WHERE YOUR CONTRACT IS WITH US

1. Your holiday contract

- (1) When you make a booking with us, as the first named person on that booking, you agree and accept on behalf of all persons detailed on the booking that:
 - (a) you have read the latest version of our Booking Conditions, that you are responsible for ensuring that other members of your party are aware of these Booking Conditions and that they consent to you acting on their behalf in your dealings with us, and that you have the authority to and do agree to be bound by them;
 - (b) you consent to our use of personal data in accordance with our privacy policy as set out in our Privacy Notice and are authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements); and
 - (c) you accept financial responsibility for making all payments due, notifying us if any changes or cancellations are required and for receiving confirmation of the booking and keeping your party informed.
- (2) A contract between you and us will exist as soon we issue a confirmation invoice to you (the “Confirmation Invoice”).
- (3) These Booking Conditions and any agreement to which they apply are governed by English law, and the jurisdiction of the English Courts. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

2. Making a booking and payment

- (1) When you make your booking you must pay a deposit. The amount of deposit due will be confirmed at the time of booking. Unless otherwise stated, this deposit will be non-refundable in the event of cancellation.
- (2) The balance of the price of your travel arrangements must be paid at least 10 weeks before your departure date. If you are booking within 10 weeks of your departure date then full payment is required. In some cases quotations will be based on instant purchase, limited availability, non-refundable airfares and full payment of the total holiday cost must be made at the time of booking. With some suppliers, balances must be paid earlier than 10 weeks before your departure date. Full details will be given at the time of enquiry and referred to on the quotation.
- (3) If the deposit and/or balance is not paid in time and you fail to respond to requests for payment we reserve the right to cancel your travel arrangements and you will be liable to pay cancellation charges as set out in clause 6.
- (4) If you choose to pay for your holiday by a Commercial or Corporate credit card we will charge a 2.5% fee for the transaction.
- (5) Once we have received your deposit (or full payment) we will, subject to availability, confirm your holiday by issuing and sending to you a Confirmation Invoice. Please check the Confirmation Invoice very carefully as soon as you receive it and contact us immediately if any information appearing on it or any other document appears to be incorrect as it may not be possible to make changes later. Please ensure that names are exactly as stated in the relevant passport.
- (6) The party leader (the name on our Confirmation Invoice) is liable for full payment for all the people for whom the booking was made and for anyone else we are requested to make a booking for and in respect of whom we send you a Confirmation Invoice.
- (7) Any special requests you have such as vegetarian or other special dietary meals, airline seating, special facilities, specific room allocations or any other requirements you consider important, should be made known to us at the time of booking and advised to us promptly, in writing. Whilst we

will endeavour to comply with any special requests, we can only do so on a "goodwill" basis. As these are usually only provided at the discretion of the relevant supplier, we cannot guarantee availability and cannot be held responsible if they are not provided. The provision of any special request does not constitute a term of your contract with us unless you have advised us of it in writing, our providers have agreed they can meet your request and we have confirmed in writing that your special request will be met.

3. Your holiday price

- (1) All prices of holidays given on our website are guide prices only. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.
- (2) Quotations given during a telephone conversation or in email correspondence are subject to written confirmation on your Confirmation Invoice. Please check your Confirmation Invoice and ATOL Certificate as soon as you receive it and, if anything is incorrect, contact us soon as possible. Whilst we would not anticipate any pricing errors in the Confirmation Invoice, in the event of an obviously incorrect price we will not be bound by this and will issue a revised Confirmation Invoice showing the correct amount. In the unlikely event that we are unable to confirm your booking, you will be able to either accept an alternative holiday offered by us, purchase another holiday from us, or accept a full refund of all monies paid.
- (3) Before you book, we reserve the right to increase or decrease our prices at any time, for reasons including (but not limited to) the correction of errors in previously published prices; significant changes in currency exchange rates; fuel cost increases or other airline or other transport providers' changes to our contracted costs; UK or overseas government action on taxes, staff employment or other costs included in your holiday; other cost increases of which we were unaware at the time of publishing these terms and conditions. The correct up-to-date price will be confirmed to you at the time of booking.
- (4) After you have booked and a Confirmation Invoice has been issued, unless you amend your booking we guarantee that absolutely no surcharges will be applied to your holiday cost.
- (5) Should one or more but not all of your party be unable to travel and partially cancel your holiday, this may result in an increase in the cost of the holiday per person for the remaining passengers if room-sharing arrangements are affected and/or transfer costs will consequently be shared between fewer persons. Any changes will be notified to you at the time of the partial cancellation and a revised Confirmation Invoice will be issued.
- (6) What the price includes:
 - (a) Package Holidays
 - Accommodation and meal arrangements in resort as stated on your Confirmation Invoice.
 - Any non-optional special Christmas and/or New Year Gala dinners provided in your hotel, unless otherwise stated.
 - For self-catering holidays, linen and end of let cleaning charges (where specified). Note that end of stay cleaning may not include cleaning of the kitchen area of the apartment.
 - VAT where applicable.
 - Any other arrangements specifically stated on your Confirmation Invoice to be included within your package.
 - (b) Air package holidays
 - £0.75 per person ATOL Protection Contribution (APC).
 - Air Passenger Duty (APD) at the rates applicable.
 - Return and/or one way flights (as stated on your Confirmation Invoice).
 - Baggage allowances in accordance with individual airline policy. This varies from 15kg up to 20kg on charter airlines and 1 piece of up to 23kg on most scheduled carriers to Europe. Allowance varies on low cost airlines. Full details will be provided to you on your itinerary before you travel.
 - Any complimentary snack/meals offered on outward and return flights (if applicable on that airline and route). Many charter and scheduled carriers make a charge for refreshments.
 - Return transfers between the overseas airport and your resort by taxi and/or rail (as stated on your Confirmation Invoice).
 - All known airport and security charges in the UK and overseas.
 - All taxes, except some resort/city taxes which may be payable locally per person direct to your hotel/apartment.
 - Fuel supplements as at September 2018.
 - (c) Accommodation only
 - Accommodation and meal arrangements in resort as stated on your Confirmation Invoice.
 - Any non-optional special Christmas and/or New Year Gala dinners provided in your hotel, unless otherwise stated.
 - For self-catering holidays, linen and end of let cleaning charges (where specified). Note that end of stay cleaning may not include cleaning of the kitchen area of the apartment.
 - VAT where applicable.
 - (d) Self-catering apartments
 - Accommodation in a self-catering apartment will not include cleaning services, towel and bed linen changes throughout your stay. Should you wish to either arrange a mid-week clean or request new towels and bedding, please speak to the accommodation provider who may assist further. Charges may be applied locally for these services.
 - Some accommodation providers may require a deposit to be paid on arrival and/or may take a hold of monies on your card for the cost of any extra chargeable services incurred during your stay. Any deposit required to be provided at check-in will be detailed in your Confirmation Invoice.
- (7) Our prices do not include:
 - Any city or resort tourist taxes which are to be paid directly to the accommodation on departure. This is a nominal charge applicable per person per night.
 - Comprehensive travel insurance valid for a winter sports holiday (which you must have in order to comply with these Booking Conditions).
 - Carriage of skis or snowboards on flights, unless otherwise stated on your Confirmation Invoice.
 - Excess luggage charges on flights (the carriage of excess baggage cannot be guaranteed).
 - Any supplements for optional gala dinners arranged by the hotelier, which you have not requested be included at the time of booking.
 - Meals on flights, unless otherwise stated on your Confirmation Invoice.
 - Excursions, ski hire or ski school, unless otherwise stated on your Confirmation Invoice.
 - Supplements for first class train travel with Swiss Rail, unless otherwise stated on your Confirmation Invoice.

- Additional charges that hotels may make for certain facilities such as sports facilities, entry to swimming pools or spa areas, saunas, spa treatments, parking, cots etc, unless otherwise stated on your Confirmation Invoice. Any such charges will be notified to you at the time of booking.
- Any extra chargeable services that you may use whilst at the accommodation provided.

4. Insurance (IMPORTANT)

- (1) It is a condition of booking with us that you and your party obtain comprehensive travel insurance cover including winter sports cover and that it is adequate for your needs. We are unable to accept liability for any member of your party travelling without adequate travel insurance, or responsibility for any costs you or a member of your party may incur as a result of failing to take out adequate insurance cover.
- (2) We recommend that you and every member of your party arrange your travel insurance cover (or check that appropriate cover is already in place) at the same time as confirming your booking. Any policy must not expire until after the return date to the UK.
- (3) Your policy of insurance should provide cover for personal injury, death, medical costs, mountain rescue and repatriation costs in the countries which you intend to visit, together with cover for loss of baggage and valuables, personal liability, legal expenses and any delay, cancellation or curtailment, including where it results from a delayed journey to/from resort. It should also cover any of the activities in which you intend to participate during your holiday. We will not be held liable for any costs, expenses or damages which would normally be covered by such an insurance policy. We therefore suggest that you check the limits of cover of your chosen policy. For those who participate in sports and activities whilst on holiday, it should be understood that participation is at the individual's own risk and it is your responsibility to obtain the relevant insurance. Insurance policies may have exclusions for certain "extreme" sports, and special insurance may be required if you intend to undertake any dangerous sports activities. Please note that many policies offered free by banks or credit card companies do not cover winter sports in their standard cover. Insurance policies usually specify the maximum amount covered in the event of any loss or damage and most do not cover mobile telephones.
- (4) If you suffer from a disability or medical condition you should disclose this to your insurers, otherwise you may not be covered.
- (5) Please keep your insurance details with you whilst on holiday.
- (6) If you lose any personal items whilst on holiday, you should obtain a written report from the police, to help with any insurance claim upon your return.
- (7) If you have opted to include ski equipment hire in your holiday package from us, or choose to hire ski equipment in resort, it is essential that your insurance covers you for hired equipment. Many service providers offer top-up insurance and we recommend you take this. Details of this will be displayed in the shop and we recommend you read this.

5. If you change your booking

- (1) 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. Where we can meet your request we will issue you with a revised Confirmation Invoice. Any request for changes must be in writing from the person who made the booking. You will be asked to pay an administration charge of £25 per person 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 (e.g. airline tickets) 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.
- (2) Unless specifically provided otherwise in these Booking Conditions, we will not issue you with a refund in respect of unused portions of air, boat, rail, bus, train, ski or other tickets, unused accommodation or meals should you make changes to your booking after departure.

6. If you cancel your booking

You, or any member of your party, may cancel your travel arrangements at any time. Cancellation shall take effect only when written notification from the person who made the booking is received at our offices (either by email or post). Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges. Our standard cancellation charges are listed below. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling.

Days before departure:	Cancellation charge per person cancelling
Up to 70	Deposit plus any non-cancellable/changeable element
69-56	30% plus any non-refundable transport costs (or the value of the deposit, whichever is higher)
55-43	50% plus any non-refundable transport costs
42-29	70% plus any non-refundable transport costs
28-0	100%

Note:

- (1) Certain travel arrangements (e.g. airline tickets) 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.
- (2) On some occasions with some hotels our cancellation charges will be higher than those set out in our standard policy above. This will be notified to you at the time of booking.
- (3) If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.
- (4) If one or more, but not all, of your party wishes to cancel, this may mean that the accommodation booked will be under-occupied and/or that any fixed transfer costs are to be shared between fewer persons and result in the other party members having to pay additional supplements to retain the booking.
- (5) In the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or the transport arrangements to the destination, you have the right to cancel your confirmed holiday before departure without paying a cancellation charge. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of 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 travel destination.

7. Transferring your booking

- (1) Should you or any member of your party be prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:
 - (a) that person is introduced by you and satisfies all the conditions applicable to the holiday;
 - (b) we are notified at least 7 days before departure;
 - (c) you pay any outstanding balance payment, an amendment fee of £25 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
 - (d) the person(s) to whom the place(s) is/are being transferred agrees to these booking conditions and all other terms of the contract between us.
- (2) You and the person(s) to whom the place has been transferred remain jointly and severally liable for payment of all sums.
- (3) If you are unable to find a replacement, cancellation charges (as set out in clause 6 above) will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.
- (4) **IMPORTANT:** Certain arrangements may not be able to be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

8. If we change or cancel your holiday

- (1) It is unlikely that we will have to make any changes to your travel arrangements, but as they can be planned many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time. Any changes that we are required to make will typically fall into one of the following categories:
 - (a) Insignificant Changes
Most changes will be minor and we will do our best to notify you in advance, but we are not obliged to do so and no compensation is payable. Examples of Insignificant Changes include, but are not limited to, alteration of your outward/return flights by less than 12 hours, changes to routing, carrier, aircraft type or overseas arrival airports, luggage allowance on flights, temporary withdrawal of facilities or seasonal unavailability of amenities, and any other change not specified under Significant Changes below.
 - (b) Significant Changes
If the change is major, we will inform you as soon as reasonably possible if there is time before your departure. Examples of Significant Changes include, but are not limited to, time of departure from the UK delayed by more than 12 hours, accommodation of a lower official classification and cancellation of holiday.
- (2) Cancellation or alteration involving a Significant Change
If we have to cancel your original booking within 70 days of the scheduled departure date, or alter your booking in any way which amounts to a Significant Change (as defined above), you will have the option of:
 - (a) Accepting the changed holiday arrangements offered by us;
 - (b) Accepting an offer of alternative travel arrangements of a comparable or higher standard from us, if available (at no extra cost);
 - (c) If available, accepting an offer of alternative arrangements of a lower standard, with a refund of any price difference if the alternative is of a lower value; or
 - (d) Cancelling your holiday with us altogether and receiving a full refund of all monies paid and received by us.You must advise us which option you wish to accept within 7 days of notification. If you do not contact us within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume you have chosen to accept the alternative holiday arrangements offered.
- (3) Compensation for cancellation
If we cancel your booking and no alternative arrangements are available, or we make a Significant Change to your booking and you do not accept the changed arrangements and choose to cancel your booking, in addition to a full refund of all monies paid by you we will pay you compensation as detailed below:

Days before departure change or cancellation is notified to you:	Compensation per paying person (paid pro rata for children paying a reduced rate)
70 or more	Nil
43-70	£15
29-42	£25
15-28	£30
0-14	£40

We will not pay you compensation where:

- (a) We make an Insignificant Change;
 - (b) We make a Significant Change or cancel your arrangements more than 70 days before departure;
 - (c) We make a Significant Change and you accept those changed arrangements or an offer of alternative arrangements;
 - (d) We have had to cancel your arrangements as a result of your failure to make full payment on time;
 - (e) The change or cancellation arises out of alterations to the confirmed booking requested by you or another member of your party; or
 - (f) The Significant Change or cancellation arises due to reasons of Force Majeure (see clause 9 below).
- (4) Changes to your arrangements during the holiday
In the unlikely event that your accommodation is not available on your arrival due to a situation outside of our control, of which we may not have been notified in time to advise you before your departure, we will do our best to provide accommodation of an equivalent standard in the same area. Where alternative arrangements are of a lower standard, we will refund any difference in price. If during your holiday there are any changes to your return transport arrangements, we will liaise with you to make the best suitable arrangements.

9. Force Majeure

- (1) Except where expressly stated in these Booking Conditions, we will not be liable or pay you compensation if our contractual obligations to you are affected by “unavoidable and extraordinary circumstances”, meaning any event beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include, but are not limited to, war, threat of war, riot, civil disturbance or strife, industrial dispute, fire, chemical, biological or nuclear disaster, terrorist activity (actual or threatened) and its consequences, significant risk to human health such as the outbreak of serious disease at the travel destination, natural disasters such as fire, flood, drought, levels of water in rivers, earthquakes or volcanic eruptions, adverse weather conditions, acts of God, the act of any government or other national or local authority including port or river authorities, closure of airports, power failure, , and unavoidable technical problems with transport or similar events outside the control of either us or the supplier(s) concerned.

- (2) Brexit and its consequences

It is possible that the UK will cease to be a member state of the European Union (“Brexit”) between the date on which you book your travel arrangements with us and the date of performance of those arrangements, and that the consequences of Brexit may affect the performance of our contract with you. It is possible that Brexit may result in changes in the law either by the introduction of a new law or any existing law ceasing to apply (“Change(s) in Law”) which may restrict or prevent us from providing some of the services that make up your chosen travel arrangements. Such Changes in Law may, for example, impact on the ability of British airlines to operate flights into and/or out of the European Union or of European airlines to operate into and/or out of the United Kingdom. This might mean that we are unable to provide you with the flights that you have booked or any replacement flights. Should Brexit result in a Change in Law that prevents us from providing you with any service included within your chosen travel arrangements, we will make reasonable endeavours to provide you with suitable alternative services to those that we are unable to provide. If we are unable to arrange alternative services, we will provide you with a partial refund in respect of the services that we are unable to provide. We will treat any such Changes in Law as Force Majeure, and whilst we will endeavour to provide suitable alternative services or refunds where possible, we will not be liable to pay you compensation. Note that changes in Law are very unlikely to affect any bookings taking place before 29th March 2019.

10. Your financial protection

We provide full financial protection for all of our holidays.

- (1) Flight-inclusive holidays

Holidays sold by us that include a flight are ATOL protected. Our ATOL number is T7500. ATOL (Air Travel Organiser’s Licence) is a financial protection scheme backed by the UK Government for all holidaymakers booking an air-inclusive package or a flight only. By law, every UK tour operator which sells air holidays and flights is required to hold an ATOL. If a tour operator with an ATOL ceases trading, the ATOL scheme protects customers who had booked holidays with the firm. Your holiday price includes the ATOL Protection Contribution (APC) we pay to the Civil Aviation Authority (CAA). This money creates a fund that is used by the CAA to protect consumers. More details can be found at www.caa.co.uk. When you buy an ATOL protected 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, 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 we, 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 may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

- (2) Holidays not including a flight

All customers buying a package holiday (i.e. one that contains two or more items ‘packaged’ together) that does not include a flight (for example: accommodation and transfers) or making an accommodation-only booking with us, are protected by our membership of the Travel Trust Association (“TTA”). Our TTA membership number is Q1450. Membership of the TTA obliges us to maintain a high standard of service to you and requires that any money received from you is placed into a trust account that is overseen by an independent trustee. This money cannot be touched by us until either you have received your holiday, or we have obtained insurance against the financial failure of our suppliers in order that we can release funds to pay our suppliers in advance of your holiday. This thereby guarantees your holiday against any potential insolvency of either us or our suppliers. Each passenger is additionally issued with a “Stand Alone Safe Seat Plan” (the cost of which is included in your holiday), a guarantee provided by the TTA against our financial obligation up to a maximum of £11,000 per passenger, if by reason of fraud or dishonesty your money is not in the Trust Account. More details can be found at <https://www.thetravelnetworkgroup.co.uk/travel-trust-association>.

11. Our liability to you (IMPORTANT)

- (1) We accept responsibility for the package holiday arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel, Package Travel and Linked Travel Arrangements Regulations 2018 as set out below. As such we are responsible for the proper provision of all travel services included in the package, as set out in your Confirmation Invoice.
- (2) Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange your contracted package holiday or accommodation only arrangements, taking into consideration all relevant factors (for example, following the complaints procedure as described in these conditions and the extent to which ours or our employees’ or suppliers’ negligence affected the overall enjoyment of your holiday) and we don’t remedy or resolve your complaint within a reasonable period of time, we will pay you reasonable compensation. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us. Please remember that the appropriate standards will be those prevalent in your destination which may not be the same as UK standards, and may sometimes be lower. When assessing whether we have taken reasonable skill and care it will be judged on compliance with local standards and regulations.
- (3) Nothing in these Booking Conditions shall limit or exclude our liability for:
 - (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;

- (b) fraud or fraudulent misrepresentation; or
 - (c) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.
- (4) Subject to clause 11(3) above, we will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description directly arising out of the package holiday services if it results from:
- (a) the act(s) and/or omissions of the person(s) affected;
 - (b) the act(s) and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable or extraordinary; or
 - (c) Force Majeure (see clause 9 above).
- (5) In addition, we will not be responsible where:
- (a) you do not enjoy your package holiday or suffer any problems due to something about which you did not tell us when you booked your holiday and where the problems you suffered did not result from any breach of our contract or other fault of ourselves, our suppliers or agents; and/or
 - (b) any losses, expenses, costs or other sum you have suffered or incurred relate to any business or profession.
- (6) Please note, we cannot accept responsibility for any services which do not form part of your package holiday contract or accommodation only booking with us. This includes, for example, ski packs or excursions booked after departure, or any other additional services or facilities which any other operator or supplier agrees to provide you which do not form part of your package holiday or accommodation only booking.
- (7) We limit the amount of compensation we may have to pay you if we are found liable under this clause as follows:
- (a) Loss of and/or damage to any luggage or personal possessions and money
The maximum we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total (for those affected), because you are required to have adequate insurance in place to cover any losses of this kind.
 - (b) Claims not falling under (a) above and which don't involve injury, illness or death
The maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable in circumstances where everything has gone wrong and you or your party has not received any benefit at all from your booking.
 - (c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel or apartment
 - (i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements), which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. You can ask for copies of these Conventions from our office. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
 - (ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulations as if (for this purpose only) we were a carrier.
 - (iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider, hotelier or other accommodation or service provider for the complaint or claim in question.
- (8) Our limitations of liability generally in these Booking Conditions and particularly with regard to the consequences of air schedule changes, delays and diversions, are significant factors in the pricing of our packages and take account of the availability of travel insurance that will make awards which can be used to offset and in some cases cover losses, costs and expenses in some circumstances not covered by us.
- (9) If you book any activities, excursions or other services which do not form part of your package holiday contract with us, your contract will be with the provider of the activity, excursion or other service and not with us. We are not responsible for the provision of the activity, excursion or other service or for anything that happens during the course of its provision by the provider, including where the activities, excursions or services are unavailable due to circumstances beyond our control. Please note this includes all sporting activities including hazardous activities and it is your responsibility to act with due care at all times and to be insured to the levels reasonably required for your circumstances and the activity concerned. Refunds will not be made for any unused portion of your package holiday travel or accommodation arrangements which is not attributable to any failure on our part or the part of our suppliers to provide these services.
- (10) In the event that an accommodation owner or manager, employee or supplier's representative or any other person in authority consider it necessary to terminate your holiday arrangements, as a direct result of your or any member of your party's anti-social behaviour or verbal or physical abuse or bullying of their staff, our suppliers or other guests, or if such behaviour is deemed likely to cause a disturbance to other guests, we will accept no responsibility or liability for making alternative arrangements for accommodation or repatriation nor for covering any costs you may incur. With that said, we accept no responsibility for any inconvenience or upset caused to you by the actions or behaviour of other guests. This also applies if, in the opinion of any of our suppliers or carriers, you appear unfit to travel or you appear likely to cause disturbance or danger to any other passengers. Action will be taken in any such event, which may include calling the police and/or terminating the holiday. No compensation will be payable for the cancellation or early termination of a holiday due to such behaviour, or for cancellation or early termination of the holiday arrangements of connected party members who cannot continue their arrangements without the person affected.
- (11) Any acceptance of liability under these Booking Conditions is subject to the following:
- (a) you agree to assign to us any rights you may have against any third party responsible for the events leading to your claim;
 - (b) you will assist us and our insurers as far as reasonably possible in pursuing that claim against that third party; and
 - (c) any payment we make to you may be limited in accordance with international conventions.

12. Your liability to us

- (1) When you book a holiday through us, you accept responsibility for the proper conduct of all members of your party during your holiday. We reserve the right at any time to terminate the holiday of any party member(s) whose behaviour is such, in the reasonable opinion of the supplier or us, as to cause or to be likely to cause danger, upset or distress to anyone else or damage to property. Limitations on our liability to you should any member of your party's behaviour result in the termination of your holiday arrangements are set out in clause 11 above.

- (2) You are responsible for the costs of any damage to the accommodation and/or any extra charges you incur with our suppliers during your holiday. Should you fail to make such payment at the time the charges and/or costs are incurred, you must 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. If you have a complaint

- (1) If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. It is strongly recommended that you communicate any complaint to the supplier of the services without delay. If your complaint is not resolved locally, please contact us on either our main office number or the emergency number provided with your travel documents. We will do everything reasonably possible to resolve your complaint during your trip. 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.
- (2) If we cannot resolve any issues you may have whilst you are still in resort, please follow this up within 21 days of your return home by calling us on 020 3397 84580, emailing us at info@snow-wise.com or writing to us at Snow-wise Ltd, 6 Gould Road, Twickenham TW2 6RS. Please quote your booking reference and send any supporting documentation such as receipts and photographs you would like us to consider when resolving your complaint, as this information may also help with the speed of our investigation. Please keep your email concise and to the point. This will assist us to identify your concerns quickly and speed up our response to you. If you have a complaint that we are unable to resolve, this may be referred to the Travel Trust Association who can act as an independent intermediary and, if necessary, offer an independent arbitration service.

14. Disabilities & Medical problems

- (1) If you or any member of your party has any medical problem or disability which may affect your arrangements or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please provide us with full details before you make your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. Many of our holidays are suitable for persons of reduced mobility, and we will do our best to cater for any special requirements you may have. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed.
- (2) If we or the supplier of the service in question reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we must reserve the right to decline their reservation. Acting reasonably, if you did not give us full details at the time of booking, we must also reserve the right to cancel your booking and impose applicable cancellation charges when we become aware of these details and it is evident that the holiday is unsuitable.
- (3) Depending on the nature of the medical problem or disability, and the holiday arrangements concerned, we may require you to produce a doctor's certificate certifying that you are fit to participate.

15. Special requests

We will pass on any special requests to our suppliers and try to meet them but we cannot guarantee to do so. Your special request will be shown on your Confirmation Invoice to signify your request has been made but this is not an indication that it can or will be fulfilled. Special requests do not form part of our package holiday contractual agreement and we will have no liability if they are not met.

16. Travel arrangements

- (1) All flight arrangements are made under our Air Travel Organiser's Licence number T7500. When you travel by air, land or on water, the relevant carrier's Conditions of Carriage will apply to your journey, some of which may limit liability, as set out in clause 11 above. The flight times given on bookings are for general guidance only and are subject to change. The latest timings will be shown on your Confirmation Invoice, however, the actual flight times will be those shown on the itinerary we send you approximately 2 weeks before departure. You must therefore check your itinerary very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may change after this due to circumstances beyond our control and we will contact you as soon as possible if this occurs.
- (2) Operational decisions may be taken by carriers and/or airports and other such authorities, resulting in delays, diversions or re-scheduling. As this is not within our control, we cannot accept liability for such situations. In a Force Majeure situation, such as severe weather conditions or industrial disputes, we reserve the right to substitute airlines/aircraft and make any necessary alteration to your travel arrangements, including a change of airport and method of carriage, to enable us to fulfil our package holiday promise to transport you to and from the resort or your UK departure airport.
- (3) Travelling while pregnant
Pregnant women are usually eligible to fly up to the 28th week of pregnancy on the date of return travel, but as this may vary, please check beforehand with both your doctor and the relevant airline. We cannot accept any liability in the event that you are refused travel due to this reason or any other connected with your pregnancy.
- (4) Travelling with children under 2 years of age
Children under 2 years of age on the return date of travel must sit on a parent's lap and are not entitled to a luggage allowance or catering. CAA regulations dictate that a child of 2 years or older on date of return travel must have its own air seat, and will otherwise be denied boarding by the airline. Such a child must be booked and priced accordingly for the entirety of the holiday.
- (5) Flight Changes, Delays and Diversions
 - (a) If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately. Under EU Law (Regulation 261/2004), you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules, you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.
 - (b) 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.

- (c) Very rarely we may be forced by, for example, adverse weather conditions or road closures (not necessarily in your chosen resort) to make alternative arrangements and in the interests of safety for your outward and/or return journey (generally at the point of flight departure and dependent upon availability of local facilities) 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.
 - (d) 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. 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.
 - (e) If your flight is delayed resulting in late arrival in resort (i.e. after 9pm) you will usually be offered a cold plate or a reduced menu on arrival but this may not always be possible.
 - (f) On your return journey to the UK our obligation, particularly in a Force Majeure situation, 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.
 - (g) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to “unavoidable or extraordinary circumstances”, we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding 3 nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs in advance. For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of 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 back to your departure point.
 - (h) Please note that 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.
- (6) **Baggage & baggage allowance**
- (a) Unless otherwise stated on your Confirmation Invoice, you will be limited to one piece of hold baggage per person (excluding infants). Baggage allowances vary in accordance with individual airline policy, and can be from 15kg up to 20kg on charter airlines up to 23kg on most scheduled carriers to Europe. Allowance varies on low cost airlines. Full details of your allowance will be provided to you on your itinerary before you travel. Exceeding your baggage allowance may result in excess baggage charges and/or your luggage being unable to be placed on a flight.
 - (b) All your belongings remain your responsibility at all times and we will not be held responsible for any items being mislaid, loaded onto wrong taxis, left behind etc. It is normally your responsibility to manage your baggage at all times including its transfer on and off transfer vehicles and to and from the hotel or property you are residing in. No liability is accepted for misplacement of items, leaving items/luggage behind or mistaking someone else’s luggage for your own or another guest/person taking your luggage believing it to be their own or otherwise. We accept no responsibility for luggage lost or damaged by the airline or airport baggage handlers or transfer drivers, and if this occurs, you should notify the service provider immediately of any problem that has arisen. You should contact the airline, airport or transfer company directly and use your travel insurance for any resulting claim. Baggage allowance may change if your carrier changes.

17. Prompt assistance in resort

- (1) Should you find yourself in difficulty while you are on holiday, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements.
- (2) We reserve the right to charge you a fee for our assistance where the difficulty is or has been caused intentionally by you or a member of your party, or otherwise through you or any member of your party’s negligence.
- (3) Where you require assistance in a situation which has not arisen due to any failure by us, our employers or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them.
- (4) Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur if you fail to obtain our prior authorisation before making your own travel arrangements.

18. Passports, visas and other essential documentation

- (1) As first named person on the booking, the party leader is responsible for ensuring that all named persons on the booking are in possession of a valid passport (a full 10 year passport in the case of British Citizens over the age of 16 on their return date). British Citizen children under 16 years old and not already on a parent’s passport valid for the dates of travel, must have their own passport.
- (2) Your specific passport, visa and immigration requirements (including any minimum required validity period beyond holiday dates) 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 or re-enter the UK because you have not complied with any passport, visa or immigration requirements. Full details of entry and stay requirements, visa and travel advice to your particular destination and for any travel information/restrictions, visit the foreign office website at <http://www.gov.uk/knowbeforeyougo> and the passport office website at www.passport.gov.uk for passport information.
- (3) Your passport must show the same surname and initials as any travel documentation you arrange. If these details change between making the holiday reservation and departure from UK, you should have the travel documentation changed. If you do not have time, please carry the appropriate documentation, such as a marriage certificate, with you, however, we cannot guarantee that this will be sufficient to enable you to travel either to or from your destination.
- (4) Some countries and airlines now require additional passenger information (“API”). We will inform you which countries require this information. This information is compulsory and is required by authorities. It is essential that all of your group provide the API prior to travelling. Failure to provide this information may result in you being denied boarding for your flight. No refund will be permitted and any additional costs will be borne by you.

- (5) You must read all documentation that is supplied to you and ensure that all information contained within it is correct. Failure to do so may incur amendment charges which are your responsibility.
- (6) You should also ensure that all necessary international driving licences, vaccinations and other health documents are in order.
- (7) **Brexit and its consequences**
It is possible that Brexit may impose additional obligations on you in order for you to participate in your chosen travel arrangements. These might include additional visa requirements (if British nationals are required to obtain visas to visit EU countries after Brexit). At all times it will remain your responsibility to comply with any additional obligations brought about by Brexit in order for you to participate in your chosen travel arrangements. Note that any additional obligations are very unlikely to affect any bookings taking place before 29th March 2019.

19. Health

- (1) You are advised to obtain the Department of Health leaflet 'Health Advice for Travellers' at www.dh.gov.uk. You must also take with you your European Health Insurance Card (EHIC). Apply online at www.dh.gov.uk/travellers, or by telephone: 0845 606 2030. You should take your EHIC card with you on holiday. Please be advised that the EHIC is not a replacement for fully comprehensive winter sports travel insurance, which you are required to take as outlined in our Booking Conditions.
- (2) Please note that standards of healthcare and facilities may vary from one country to another and may not reach the same level as that enjoyed in the UK.
- (3) If you have a pre-existing medical condition, you must inform your insurer and it is your responsibility to ensure that you have sufficient medication for your trip and you know how to administer it.
- (4) **Brexit and its consequences**
It is possible that Brexit may impose additional obligations on you in order for you to participate in your chosen travel arrangements. These might include the need to take out an increased level of travel insurance (if the current reciprocal European Health insurance scheme ends and British nationals can no longer use their EHIC cards to obtain medically necessary treatment in EU countries). At all times it will remain your responsibility to comply with any additional obligations brought about by Brexit in order for you to participate in your chosen travel arrangements. Note that any additional obligations are very unlikely to affect any bookings taking place before 29th March 2019.

20. Travel Guidance

The Foreign & Commonwealth Travel Advice Unit may have issued guidance on your destination. You can check this www.gov.uk/knowbeforeyougo. This is regularly updated and provides you with country-specific information, including advice on terrorism and general matters on health and safety.

21. Weather conditions

You may receive information about weather conditions from us or a third party before or during your holiday. This information is given for general information purposes only. While we endeavour to keep the information up to date and correct, neither we nor any third parties make any warranty, representation and/or guarantee, express or implied, about the completeness, reliability or suitability of the information for any purpose. Any reliance you place on such information is therefore strictly at your own risk, for which we shall not be liable. You acknowledge that such information may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Neither we nor any third party accept liability for any loss or damage, including without limitation, indirect or consequential loss or damage of any kind in contract, tort or otherwise arising out of your use or reliance on any information provided by us or a third party about weather conditions.

22. Privacy policy

Information about you, including your and other passengers' names, contact details and any special needs, disabilities or dietary requirements is collected by us when you request information or make a booking with us. We need to use this in order to process your booking and ensure that your travel arrangements run smoothly and meet your requirements. We are committed to ensuring that your privacy is protected and will only pass this information on to the relevant suppliers of your holiday arrangements, such as airlines, hotels and transport companies. Your information may also be used for future communications from us, and may also be provided to security and checking companies and public authorities such as customs/immigration if required by them or as required by law. If you do not agree to any or all such uses, you must advise us accordingly in writing by registered post, however please note, that we may not be able to provide you with your holiday booking as a result. Full details of how we process your personal data are set out in our Privacy Notice which can be viewed at: <https://www.snow-wise.com/home/privacy-notice/>.

23. Contacting us

If you have any questions about these Booking Conditions you can contact us at:

Snow-wise Ltd, 6 Gould Road, Twickenham TW2 6RS

E-mail: info@snow-wise.com

Tel: +44 (0)20 3397 8450.

