



## Agency Terms of Business

**Last updated: 10.03.2021**

Please read the following terms and conditions (the "Agency Terms of Business") carefully as they set out the terms on which 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, is acting as agent. References to "you" and "your" in these Agency Terms of Business will include you and all persons travelling on your booking.

These Agency Terms of Business apply to bookings where we are acting as an agent for another Tour Operator or supplier and not bookings where your contract is directly with us. For the terms and conditions which apply where your contract is with us, please read our Booking Conditions, which can be viewed at <https://www.snow-wise.com/home/terms-and-conditions>.

### 1. Your holiday contract

When making your booking 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). Where your package holiday is booked with one principal or other supplier, you will have one contract with the principal or other supplier. 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. Please ask us for copies of these if you do not have them. Our Agency Terms of Business are governed by English Law and the jurisdiction of the English Courts. All travel arrangements which we provide or which are sold through us are not an offer by us to sell any travel arrangements, but an invitation to you to make an offer to the suppliers of the arrangements. We are free to accept that offer on behalf of those suppliers or to reject it. You are responsible for ensuring that other members of your party are aware of these Agency Terms of Business and that they consent to you acting on their behalf in your dealings with us.

### 2. Booking details

- 2.1. When a booking is made all details will be read back to you. Once you have confirmed these details we will proceed to confirm the booking with the principal(s) or supplier(s). Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately. Any changes to these details may incur additional charges. Please ensure that the names given are the same as in the relevant passport. Bookings are only confirmed on payment, followed by a booking email confirmation. Up to this point, no contract exists between you (the client) and the principal(s) or supplier(s). Prices and/or holiday details may change without notice until confirmation. Deposits are non-refundable.
- 2.2. 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 Agency Terms of Business and the principal's(s') terms & conditions. This means that you are responsible 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. The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may therefore be provided to public authorities such as customs or immigration if required by them, or as required by law. This may include sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies. If we cannot pass this information on to the relevant suppliers, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons. Full details of our data protection policy are available on our website. Please do not supply any other person's personal data to us unless we prompt you to, or until you have obtained their consent to do so.
- 2.3. Special diets can often be provided but must be discussed with us before booking and may incur an additional charge. Dietary requests must be confirmed at the time of booking and will be noted on your confirmation invoice. It is your responsibility to ensure that any special dietary requests are correctly recorded on your confirmation invoice.
- 2.4. Ski carriage must be confirmed at the time of booking to guarantee the limited availability that the airline has allocated.
- 2.5. The flight times given on booking your holiday are for general guidance only and are subject to change. The scheduled timings will be shown on your invoice, however, the actual flight times will be those shown on your tickets (which will be dispatched to you approximately 7 to 10 days before your departure date). You must therefore check your tickets very carefully, immediately upon receipt to ensure the flight details are correct. It is possible that flight times may change even after tickets have been issued. We will contact you as soon as possible if this occurs. Please note that the flight times are local times depending on arrival/departure airports. We are not always in a position to confirm the airline that will be used for any flight included in your arrangements. When this information is provided at the time of booking, or subsequently, it is subject to change. Any such change will not entitle you to cancel or change to other arrangements without paying the normal charges.

### 3. Payment

You will be required to pay a deposit or make full payment for your booking at the time of booking. Where you only pay a deposit you must pay the full balance by the balance due date notified to you (which is never less than 12 weeks before travel). If full payment is not received by the balance due date, we will notify the principal(s) or supplier(s) who may cancel your booking and charge the cancellation fees set out in their terms and conditions.

#### **4. Cancellation and amendment**

Any cancellation or amendment request must be sent to us in writing and will not take effect until received by us. If you cancel or amend your booking, you must pay us the cancellation or amendment charge shown in the principal's or supplier's terms and conditions (which may be 100% of the cost of the travel arrangements). Please bear in mind that it could take us up to 24 hours to communicate any intention to cancel to the principal and therefore take this into account when calculating your cancellation costs. We are happy to assist with any amendment to your travel plans that you may wish to make and where changes are permitted by the principal(s) or supplier(s). We may ask for your instruction and agreement in writing. Please check the terms and conditions of the principal(s) or supplier(s) as amendments may incur changes in fare, costs or fees.

#### **5. Insurance**

Many principals/suppliers require you to take out travel insurance as a condition of booking with them. In any event, we strongly advise that you take out a comprehensive policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; personal liability; delay, cancellation, curtailment or missed departure; end supplier failure, legal expenses; and other expenses. If you have a disability or medical condition you should disclose this to your insurers. 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. Note that special insurance may be required if you intend to undertake any dangerous sports activities. Please keep your insurance details with you whilst on holiday. 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. If you have opted to include ski equipment hire in your holiday package from the principal, 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.

#### **6. Financial protection**

- 6.1. All the holidays we sell come with protection for your money. Where we act as agent, package holidays are protected by the package organiser and we will provide you with their confirmation. When you buy an ATOL protected flight inclusive holiday 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. You are also protected by our membership of the Travel Trust Association ("TTA"), membership number Q1450. We are obliged to maintain a high standard of service to you by the TTA's Code of Conduct. Under the terms of our membership of the TTA, 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 we have paid the package organisers in advance of your holiday. This, and the ATOL protection of the package organiser if you are purchasing a flight inclusive holiday, 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. When you make a booking, you will be supplied with a guarantee certificate.
- 6.2. If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, we will not be responsible for the proper performance of the individual travel services. In case of problems, contact the relevant service provider. However, if you book any additional travel services during the same contact with our company, the travel services will become part of a linked travel arrangement. In that case we have, as required by the Package Travel and Linked Travel Arrangements Regulations 2018, protection in place to refund your payments to us for services not performed because of our insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider. Insolvency protection for these additional travel services is afforded by virtue of our membership of the TTA. As set out above, money received from you is placed into a trust account overseen by independent trustees and cannot be released until you have either received the additional travel services, or we have obtained insurance against the financial failure of the suppliers in order to pay them in advance of your holiday. A copy of the Package Travel and Linked Travel Arrangements Regulations 2018 can be found at: <http://www.legislation.gov.uk/ukxi/2018/634/contents/made>

#### **7. Delivery of documents**

All documents (e.g. invoices/tickets) that are required to be posted will be sent to you by First Class Post, however, in most instances they will be emailed to the address or addresses provided at the time of booking. Once documents leave our offices, either by post or by email, we will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you.

#### **8. Passports, visas and health**

- 8.1. 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. Neither we nor the principal(s) or supplier(s) accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Please note that these requirements may change between booking and departure. Please check the terms and conditions of the principal carefully regarding any specific requirements. Most countries now require passports to be valid for at least 6 months after your return date. Note that if you or any of your group renewed their current passport before their previous one expired, extra months may have been added to its expiry date. Any extra months on a passport over 10 years may not count towards the 6 months needed.
- 8.2. You should check with your own doctor regarding any health formalities required for your trip for your specific circumstances. We want to ensure that the holiday that you are committing to is right for your specific needs. If you have any requirements that need passing on to the travel providers or if you require a level of assistance, please let us know as soon as possible. Due to strict requirements on carrying pregnant passengers, please let us know whether you or any member of your party is pregnant.

#### **9. Final travel arrangements**

Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund. Please bear in mind any instructions on the documents issued, especially any instructions for picking up transfers during the course of your holiday.

## 10. Complaints

Because the contract(s) for your travel arrangements is between you and the principal(s) or supplier(s), any queries or concerns relating to the travel arrangements should be addressed to them. If you have a problem whilst on holiday, this must be reported to the principal/supplier or their local supplier or agent immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances. If you wish to complain when you return home, write to the principal/supplier. You will see the name and address plus contact details in any confirmation documents we send you. We will of course assist you with this if you wish.

## 11. Privacy policy

We are committed to ensuring that your privacy is protected and will only use your personal information in accordance with our privacy policy, which is set out in full in our Privacy Notice which can be viewed at: <https://www.snow-wise.com/home/privacy-notice/>. Full details of the privacy policy of the principal or supplier will be referred to in their terms and conditions.

## 12. Contacting us

If you have any questions about these Agency Terms of Business you can contact us at:

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

E-mail: [info@snow-wise.com](mailto:info@snow-wise.com)

Tel: +44 (0)20 3397 8450

