

# BOOKING CONDITIONS

## OUR COMMITMENT TO YOU

**1. Providing your Holiday** Your contract is with Classic Ski Limited (Classic Ski) which has an Air Travel Organisers Licence (ATOL 4480) Issued by the Civil Aviation Authority. We will arrange to provide you with the various services which form part of the holiday you book with us. When we have received your signed booking form and the deposit of £200 per person per holiday we will send you a Confirmation of Booking. From that moment Classic Ski has accepted your booking and a contract exists between us on the terms set out in these conditions.

**2. Our Price** Prices shown in this brochure are based on currency exchange rates applying on 4 July 2011 when the Bank of England quoted a mid rate €1.107 to the £ (which was equivalent to the Barclays Bank Tourist selling rate of €1.0455 and known costs at that time. Our prices are subject to surcharges on the following: currency fluctuations, Government Action (for example a change in the rate of Value Added Tax), aircraft fuel, overflying charges and airport charges. Even in this case we will absorb an amount of 2% of your holiday price. Only amounts in excess of 2% will be surcharged.

If this means paying more than 10% extra on your holiday price you will be entitled to cancel with a full refund of all money paid to us. Should you decide to cancel because of this you must do so within 14 days of receiving the invoice for the balance of your holiday. This invoice is normally issued 11 weeks before departure. Once you have paid for your holiday in full together with such surcharges (if any) we guarantee that no further surcharges will be made.

The prices shown in this brochure include a flight allowance or budget figure of £120. We will purchase your flight ticket as soon as we receive a deposit from you and at that time we will be able to fix the normal cost of your holiday. If the actual cost of the flight is more than £25 higher than the budget figure we will ask for your confirmation before proceeding. The difference between the budget figure and actual cost will be reflected as an additional charge or as a deduction in your confirmation invoice.

**3. Our Alterations** We hope and expect to be able to provide you with the holiday we have confirmed to you at the time of booking. However, we plan arrangements a long time in advance and use the services of independent suppliers such as airlines, hotels etc, over whom we have no direct control. Therefore, occasionally, we may need to make changes and we reserve the right to do so at any time. Most such changes are minor. However, if a major change becomes necessary we will inform you as soon as we can before you depart. A major change is one that we make to your holiday arrangements before departure that involves a change of resort or a change of flight time by more than 12 hours.

If we advise you of a major change before your departure, then unless it relates to circumstances amounting to force majeure (see below) we will provide you with 3 options:

1. Accept the alternative holiday offered "at additional cost if applicable".
2. Purchase another available holiday from us at the prices that apply at that time.
3. Cancel your holiday with full refund of all monies paid.

In all of these cases compensation of £25 per person will be paid if the major change is notified to you less than 21 days before your scheduled departure.

**Important Note:** We will not pay any compensation for changes caused by reason of war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disasters, fire, technical problems of transport, closure or congestion of airports, adverse weather conditions, cancellation or changes of schedule by schedule airlines or events and circumstances beyond our control amounting to force majeure and Acts of God.

**4. Our Cancellation** We reserve the right in any circumstances to cancel your holiday. In this event we will offer you the 3 options mentioned above.

We will not cancel your holiday within 6 weeks of departure except for reasons beyond our control (see Important Note above).

**5. Dealing with Complaints** If you have a complaint we will try to resolve it during your holiday in an amicable way.

However, in the unlikely event of it not being resolved to your satisfaction you may of course refer your case to the small claims court which provides an inexpensive way of settling claims.

**6. Our Responsibility for your Holiday** The air-holidays in this brochure are ATOL Protected, since we hold an Air Travel Organisers Licence granted by the Civil Aviation Authority. Our ATOL number is 4480. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you may have paid to us for an advance booking. Further information is available from ATOL website at [www.atol.org.uk](http://www.atol.org.uk). ATOL protection does not apply if you arrange your own flights.

All descriptions provided in the brochure or in other ways about the resorts, facilities or services are given by Classic Ski in good faith and in the belief that they are true but are not guaranteed to be so.

Although we have no direct control over services provided to you by independent suppliers we accept responsibility for them being supplied to a reasonable standard. We also accept liability for matters which arise as a direct result of our negligence or breach of duty to exercise care in making arrangements for you including any acts or omissions by our employees or agents while they are operating within the scope of their normal duties. Furthermore we will accept liability for any negligent act or omission of our suppliers, who operate elements of your holiday arrangements, including any claim involving death, personal injury or illness.

In respect of carriage by air or road and the provision of accommodation, our liability in all cases will be limited in accordance with the relevant international conventions or the conditions of the supplier. Operational decisions may be taken by airlines and airports resulting in delays, diversions or rescheduling. Classic Ski has no control over such decisions and is therefore unable to accept responsibility for them.

Should you or any member of your party suffer illness, personal injury or death, through any misadventure during your holiday overseas arising out of an activity which does not form part of your holiday arrangements we shall offer you assistance in pursuing any claim you intend to make against the offending party. This assistance will include advice and guidance and, at our discretion and where we consider appropriate, a financial contribution towards legal costs of up to a maximum of £5,000 per booking form provided that you request such assistance within 90 days of the misadventure. Where a payment is made you are bound to provide all reasonable help to enable us to pursue a claim against the third party and assign to us your rights of action.

**7. Snow and Weather Conditions** We cannot accept responsibility for the snow or weather conditions experienced during your holiday or the effect these may have on your travel arrangements, accommodation, skiing or ski instruction. Nor do we offer a snow guarantee but we have specially chosen resorts which should provide good snow conditions.

**8. Flights** Flights are on British Airways or other scheduled routes to Geneva. We are not able to say which modern jet aircraft you will travel on as this varies during the season.

A change of airline or destination would represent a major change for the purposes of condition 3 above.

**9. Refunds** We will not make any refund to you for unused portions of air, bus or other tickets, unused accommodation or meals or unused ski hire or ski instruction. No representative or agent of Classic Ski is authorised to promise or make any refund to you.

## YOUR COMMITMENT TO US

**1. Your Booking** When you make your booking you must complete and sign a booking form and send it to us with the appropriate payment. Please show your first name exactly as recorded on your passport as this must match your flight ticket. When you sign the booking form you are confirming on behalf of all of your party that you understand and have accepted these Booking Conditions and all other information in this brochure relevant to your holiday. You are also accepting that the terms of our Booking Conditions form the basis of a contract governed by English Law and exclusive jurisdiction is conferred on the English Courts.

**2. Your Payment** The booking form must be accompanied by a non refundable deposit of £200 per person per holiday. When the booking is accepted a Confirmation of Booking will be issued which will show the total cost of your holiday. An invoice for the balance of the cost of your holiday will be issued 11 weeks before departure. In the event of circumstances arising between your booking being accepted and the balance invoice being issued that give rise to a surcharge this will be shown on the balance invoice.

You must pay the balance of the cost of your holiday at least 8 weeks before your departure date. If you don't we reserve the right to cancel your booking, retain the deposit and apply the cancellation charges.

If you make your holiday booking within 8 weeks of your departure date then you must pay the full cost at the booking stage.

There is a 2% service charge on all final payments made by credit card.

**3. Your Alterations** If after your holiday has been confirmed you want to change to another resort or change the departure date or accommodation we will do our utmost to make this possible provided written notification is received at our office from the person who signed the booking form.

An administration fee of £30 per person will be charged together with any additional costs of the new holiday. Changes within 8 weeks of departure are treated as cancellations of the original booking and cancellation charges will apply.

Any name changes will be subject to an additional charge of £120 in respect of additional flight bookings costs.

**4. Your Cancellation** If you or anyone on your holiday booking decides to cancel the holiday or part of it we must be notified in writing.

The cancellation will take effect from the day the written confirmation is received.

If the cancellation results in a person travelling alone, a single room supplement is payable. The amount payable on cancellation depends upon when we receive your written instructions. The following scale of charges apply:-

Period before departure	Cancellation charges as % of total holiday cost
More than 56 days	Deposit forfeited
55 to 35 days	45%
34 to 21 days	60%
20 to 8 days	90%
7 days or less	100%

**5. If you have a complaint** If you have a problem during your holiday please inform the relevant local supplier (e.g. hotel) and your lead ski instructor immediately who will endeavour to put things right. If your complaint cannot be completely resolved locally you should write to us within 28 days of returning from the resort so that we can investigate matters.

**6. Your Behaviour and Responsibility** You and your party undertake to behave in a fair and responsible way to Classic Ski, its clients and those who provide elements of your holiday. If you fail to do so we have the right to terminate your holiday and we will have no further obligations towards you. Any costs that result from improper action by any member of your party are your responsibility.

You must advise us of any medical condition or disability that may affect your ability to travel or take part in your holiday. If you do not do so you will be responsible for all resulting consequences and costs.

You must ensure that you have adequate and appropriate Travel and Winter Sports Insurance and confirm this to us in writing.

