

# Terms of Business and Booking Conditions

Version 26/09/2018

The **SKI**  
**COMPANY**

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SE10 9JB, UK  
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skicompany@skicompany.net  
www.skicompany.net

Please read these conditions carefully as your submission of a booking form represents an acceptance of the contract as detailed in these conditions. This contract is subject to English law and jurisdiction. No variation to these conditions is effective unless made in writing and signed by the proprietor of The Ski Company.

In addition, by accepting these terms & conditions you are hereby giving consent for representatives of The Ski Company to authorise, in an emergency, medical treatment for the person named in the booking.

**1. MAKING A BOOKING** - The contract is made directly with The Ski Company. No contract exists with The Ski Company, hereafter called the Company, until the Company has received the booking form and we have confirmed this reservation with the organiser of your holiday. Once the reservation has been accepted the following terms and conditions will apply. If we cannot accommodate this reservation we will refund any payments in full whilst keeping details of this reservation on our reserve list. The parts that make up your holiday will be clearly shown in writing on your booking form or other documents or correspondence sent to you. If you see an error or if you are unclear on the details of your holiday costs, please contact us. If you are unable to store or reproduce anything that we send to you, then please contact us immediately and we can re-send it in a different electronic format or print it and post it to you.

**You must inform The Ski Company in writing of any changes to the booking information.**

**2. PAYMENT** – The deposit must be received at the time of booking unless a specific date is given on your booking form, for receipt of the first payment or a start date for a standing order arrangement. Details of further payments or any payment schedule will be clearly shown on your booking form or on additional information supplied by the Company or the organisers of the trip. The amounts, the dates and the frequency of payments cannot be varied unless agreed in writing with the Company. If payments are not received by the Company by the agreed dates the Company reserves the right, at its discretion, to cancel the booking and charge cancellation charges as set out in Condition 4 and/or levy additional surcharges as set out in Condition 3(b).

### **3. PRICES AND SURCHARGES –**

(a) Prices for holidays arranged by the Company are based on an exchange rate of £1 = CHF 1.35 or £1 = EUR 1.15 .

(b) The Company guarantees that it will make no surcharges as a result of minor currency or fuel cost fluctuations provided that all payments are paid no later than the dates due (as in Condition 2). The Company reserves the right to review surcharges should circumstances arise which are outside the Company's control. The Company will not make any refunds should matters of currency exchange or fuel costs improve. The maximum we can surcharge is 10% of the holiday cost.

**4. IF YOU CANCEL YOUR BOOKING** - Cancellation is only effective when the Company is notified in writing by the person making the reservation. The following scale of cancellation charges will apply.

48+ weeks prior to departure	£50 or cost of flight
32 to 47 weeks prior to departure	25% of invoice price



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20 to 31 weeks prior to departure	30% of invoice price
9 to 19 weeks prior to departure	35% of invoice price
4 to 8 weeks prior to departure	50% of invoice price
2 to 3 weeks prior to departure	75% of invoice price
<2 weeks prior to departure	100% of invoice price

NB. Some reasons for cancellation could be covered by your insurance policy.

**5. IF WE CANCEL YOUR HOLIDAY** - The Company reserves the right in any circumstances to cancel your holiday and in this unlikely event, at the discretion of the Company, will refund to you all monies paid or will offer you an alternative available holiday of comparable standard to purchase. Reasons beyond the Company's control include, but are not limited to, war, riot, disputes, disasters, problems with or accidents to any mode of transport, closure of ports or airports, fire, bad weather, force majeure and breach of contract by the Company's suppliers.

**6. IF YOUR SCHOOL CANCELS YOUR HOLIDAY (school groups only)** - If the school has accepted this reservation but subsequently decides that in the run-up to departure participation is no longer permitted for whatever reason then cancellation charges will be applied as outlined above.

**7. SNOW CONDITIONS** - The Company cannot be held responsible for weather or snow conditions. Should lack of snow close all local ski lifts for over 24 hours the Company will attempt to transport you to an area where skiing is possible, this may involve extra costs which will be payable by you. You may be able to reclaim these costs from your own insurance company.

**8. LIABILITY** - We will arrange for you to have the services that make up the holiday you choose and that we confirm. These services will be provided either directly by the Company or by independent suppliers contracted by the Company. We are responsible for making sure that each part of the holiday you book with the Company is provided to a reasonable standard and as described. If any part of your holiday is not provided as described and this spoils your holiday, we will offer you compensation as deemed appropriate by the Company. The Company has taken all reasonable care to make sure that all the services which make up the holidays advertised are provided by efficient, safe and reputable businesses, and that they follow the local and national laws and regulations of the country where they are provided. Please note: the Company will not pay compensation for changes made because of war or threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural or nuclear disasters, fire, epidemics or health risks, technical problems with transport, closed or congested airports or ports and similar events beyond our control.

The company will endeavour, if requested, to provide helpful information on local suppliers. The company is not responsible in any way for services or information so provided or for any arrangements made directly by the client with local suppliers.

**9. HOLIDAY PARTICIPATION** - We can refuse to continue dealing with you if your behaviour is deemed disruptive and / or affects other holidaymakers. If we do this, we will not be responsible for any extra costs which you may have to pay. If the captain of your plane, or the driver of your coach believes that you could be disruptive, they can refuse to let you on the flight or coach at any time. If this means you are not allowed to board the flight or coach to your holiday resort, we will treat your booking as cancelled from that moment and you will have to pay full cancellation charges.

**10. INSURANCE** - You must have winter sports insurance for any trip with The Ski Company. In addition, you should carry your European Health Insurance Card (EHIC) if you are eligible to have one. Some of our holidays have insurance included in the cost of the holiday and

some do not so please check your booking form carefully. If we have arranged your holiday insurance for you a copy of the policy wording will be made available.

It is very important that we are aware of any pre-existing medical condition, illness or injury even if you are just having tests and have not yet been diagnosed. Failure to declare a pre-existing medical condition could invalidate your policy and make you liable for all costs incurred. If you do have a pre-existing condition that may or may not be covered by the standard insurance please tell us at the time of booking and if necessary, we will look for an alternative policy. Specialist insurance is likely to involve additional costs of which you will be informed. You will then have the choice of paying this additional charge or arranging your own cover.

Please remember that the cost of any additional premium is far outweighed by the potential consequences of being under-insured.

If you decide to arrange your own insurance, please remember to bring your policy with you.

**11. AIRPORT TRANSFER** - If we arrange your travel to or from the airport, your transfer may be by minibus, coach, car or train.

**12. FLIGHTS** - Flights booked by The Ski Company will likely be provided by various airlines. If you are travelling from outside of the Schengen Zone we will require your passport details (Advanced Passenger Information) to complete the flight reservation, if requested it must be supplied in good time.

**13 - SNOW SPORT SCHOOL** - All pre-booked ski / snowboard lessons are subject to minimum numbers. We will advise you at least 14 days prior to departure if minimum numbers have not been reached and classes have to be rearranged.

**14 - DAMAGE** – All accommodation, equipment and facilities, whether owned or rented by The Ski Company, will be provided to you in good condition. Once you begin use of an item made available to you then it is understood that you are accepting responsibility for it and you will be charged for any damage subsequently discovered. The amount charged will be based on the cost of repairs or replacement, at the discretion of the owner. If more than one person is involved, then the cost will be shared. If property or equipment becomes unusable, any consequential loss or cost to hire an alternative will also be charged to you.

N.B. **Rental equipment** – all rental ski/snowboard equipment is inspected on return and serviced regularly by our experienced workshop technician. Any damage - regardless of the cause - is your responsibility (please note: damage by rocks to base or edges will not be automatically accepted as just wear & tear, regardless of the snow conditions). Any repairs or replacements will require payment in resort and you will be given an invoice to reclaim these costs from your insurer if the policy you have provides for this. Children travelling as part of a school will not be expected to pay in resort, but an insurance claim must be submitted to recover these costs.

## **15. YOUR FINANCIAL PROTECTION**

**ABTA - The Travel Association** - Book with Confidence. The Ski Company is a Member of ABTA (**membership Y6245**) which means you have the benefit of ABTA's assistance and Code of Conduct. We provide full financial protection for your money. ABTA and ABTA Members help holidaymakers to get the most from their travel and assist them when things do not go according to plan.

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).

**Holidays covered by ATOL (licence 10789)** - When you buy an ATOL protected flight or flight inclusive holiday from us you or your group organiser 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. The Ski Company, 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 The Ski Company, 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 maybe reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

**Holidays NOT covered by ATOL.** In accordance with the Package Travel, Package Holidays and Package Tours Regulations 1992 all passengers booking with The Ski Company are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of The Ski Company. There is no requirement for Financial Protection of day trips, and none is provided. This insurance is only valid for packages booked that DO NOT include flights. Consumer aware: Your booking is insured by IPP Ltd and its panel of insurers. - This insurance is only valid for passengers who book and pay directly with/to The Ski Company. If you have booked and/ or paid direct to a Travel Agent for a holiday with The Ski Company, please request proof of how the booking is secured as this will not be covered by IPP Ltd in this instance. This Insurance has been arranged by International Passenger Protection Limited and underwritten by Certain underwriters at Lloyd's. For further information please go to [www.ipplondon.co.uk](http://www.ipplondon.co.uk)

**16. TRAVEL DOCUMENTS** - Every person travelling must have travel documents valid for their entire stay. The Ski Company is happy to advise but cannot be held responsible for missing, incorrect, invalid or out of date travel documents. Failure to provide the necessary documents may prevent your entry and no refunds will be given by The Ski Company.

**17. YOUR PRIVACY** - On 25 May 2018, the General Data Protection Regulations (GDPR) came into effect. In order to comply fully with the requirements of the law, we have created a separate document which explains how we safeguard your data rights, and how you might exercise them. Our privacy Notice is available at [www.skicompany.net/tcs.html](http://www.skicompany.net/tcs.html).

**18. COMPLAINTS** - Any complaints should be put immediately to the company's representative in resort. In the event that the complaint is not settled to your satisfaction, you must write to the UK office within 28 days of your return home.

**19. ADDITIONAL INFORMATION –**

Our address and contact details are The Ski Company, 4a Nelson Arcade, Nelson Road, Greenwich, London UK SE10 9JB, web: [www.skicompany.net](http://www.skicompany.net) , email [skicompany@skicompany.net](mailto:skicompany@skicompany.net), tel: 020 8858 9535.

The information is as accurate as the Company can provide at the time of writing.

You will be advised of any substantial changes to these Terms which are implemented at a later date.

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