

GEMS Terms and Conditions

Version 21/08/2019

The **SKI**
COMPANY

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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 your booking form. Once the reservation has been accepted the following terms and conditions will apply. 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. You must inform The Ski Company in writing of any changes to the booking information.

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2. PAYMENT – A deposit must be paid before a reservation can be confirmed. Details of further payments or any payment schedule will be clearly shown on your booking form or on additional information supplied by the Company to the organisers of the trip. 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 3.

3. IF YOU CANCEL YOUR BOOKING - Cancellation is only effective when the Company is notified in writing by the person making the reservation. Cancellation charges will be the deposit **OR** the cost of the flight **OR** from the following scale of cancellation charges, whichever is greater.

32 to 47 weeks prior to departure	25% of invoice price
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.

4. 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.

5. IF YOUR SCHOOL CANCELS YOUR HOLIDAY - If the school has accepted this reservation but subsequently decides that in the run-up to departure participation is no longer



The Travel Association

Y6245



permitted for whatever reason then cancellation charges will be applied as outlined above.

6. 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.

7. 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.

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8. HOLIDAY PARTICIPATION - We can refuse to continue dealing with a guest if your behaviour is deemed disruptive and / or affects other guests. 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.

9. INSURANCE - The ski trips arranged by The Ski Company for GEMS include winter sports insurance. A copy of the policy wording will be made available. If you are eligible to have a European Health Insurance Card (EHIC) then you should bring it with you. 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.

The policy excess is a contribution towards costs in the event of a claim. It is a normal part of insurance and it is payable by the person for whom the claim is being made. Any claim made on a policy held by The Ski Company will have an excess of £100, unless otherwise stated in writing.

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

10 - 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.

11. ABTA - The Association of British Travel Agents. The Ski Company is a Member of ABTA (**membership Y6245**). We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. Further information on the Code can be found on www.abta.com.

12. TRAVEL DOCUMENTS - 'travel documents' refers to passports, entry visas, parents' letters of permission or any other document required for travel, exit from or entry to a country, for any part of your holiday with the Company. It is the responsibility of every person travelling that they must have travel documents valid for their entire stay. The Company will not be held responsible for the costs acquiring the necessary travel documents or any costs incurred due to incorrect, missing, delayed or out of date travel documents. If you are unable to travel, due to a problem with your travel documents, then your holiday will be treated as a cancellation and charges will apply. See Condition 3.

13. 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.

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, tel: 020 8858 9535, email skicompany@skicompany.net.

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.