

Disclaimer and Terms & Conditions

SportSkool Limited Disclaimer:

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SportSkool Limited Terms and Conditions for SportSkool:

1. Bookings

1.1 All bookings for courses will be on these terms (or any SportSkool Limited ("SportSkool") may issue to replace them).

1.2 In order to secure a booking you must complete the booking form and return it to SportSkool together with the amount of deposit payable (as set out in our brochure/ website) for each person. If you are booking within ten weeks of travel you will be required to pay a larger deposit (as advised at the time of booking). In the unlikely event that SportSkool cannot secure you a place on your chosen course or a replacement one of your satisfaction, it will return your deposit.

1.3 SportSkool will then issue you a confirmation of payment invoice that confirms your deposit has been paid, the price of your course and what is included in the package. The confirmation invoice will also set out the dates when further payments are due (these will depend on your choice of course and your time of booking). No contract will exist between you and SportSkool until a confirmation of payment invoice has been issued to you.

1.4 You will be required to send payment of the next installment(s) on the payment date(s) specified (the sums payable for each course and payment dates will be specified in the confirmation of payment invoice). SportSkool will then return to you an updated confirmation invoice acknowledging your payment.

1.5 You must pay for your course in full no later than ten weeks before the departure date.

1.6 Where exams are included in the price of your SportSkool course, SportSkool will only pay for your first attempt at the exam and not for any exam resits.

2. Price variations

2.1 SportSkool has the right to vary the price of the course before accepting your booking.

2.2 Following SportSkool's receipt of your first installment, unless you pay in full at the time of the booking, the price of the course may increase or decrease in the event that there are variations due to Government levies, or the cost of tax or fuel or the applicable exchange rate. In the event that the price increases:

2.2.1 SportSkool will absorb the first 2% (of the price of the course) of any increase (excluding amendment charges). Therefore, only amounts exceeding this 2% will be passed on to you.

2.2.2 If the total price of the course should rise by more than 10%, you may cancel your booking within 14 days of the date SportSkool notifies you of the increase and obtain a full refund of all payments made to SportSkool, except for any amendment charges previously incurred.

3. Amendment or cancellation by you

3.1 You may request an alteration to your course booking and SportSkool will do its best to accommodate this. However, it may be beyond SportSkool's control to action all amendments. SportSkool will charge an amendment fee of AUD\$100, plus any additional charges imposed by suppliers of components of your holiday package, where applicable.

3.2 If you are prevented from travelling, you may transfer your booking to another person, as long as you give SportSkool at least 21 days notice. You must also agree to pay any charges SportSkool may incur or levy to make this change. SportSkool defines 'prevented' to be death, serious illness or accident, jury service or witness summons, or redundancy of you, a travelling companion or close relative.

3.3 Cancellation will only take effect when SportSkool receives written notification from you by email or by post at: 37-39 Southgate Street, Winchester, SO23 9EH, UNITED KINGDOM

If cancellation notification is received in writing more than 12 weeks before departure, you will forfeit your deposit and will be required to pay a \$300 cancellation fee. You will also be liable for any and all costs actually incurred by SportSkool in respect of your booking which SportSkool is not able to recover or in respect of which SportSkool is committed and is not able to lawfully avoid payment. If written notification is received less than 12 weeks prior to the departure date the following percentage charges of the total holiday price will be payable by you.

If cancellation is:

- More than 8 weeks but less than 12 weeks prior to departure: 60%
- More than 4 weeks but less than 8 weeks prior to departure: 80%
- More than 2 weeks but no more than 4 weeks prior to departure: 90%
- 2 weeks or less prior to departure: 100%

3.4 Should you decide to curtail your holiday arrangements, for whatever reason, no refunds will be payable for any unused night's accommodation or other components of the package.

3.5 SportSkool will, at its discretion, offer, what SportSkool considers, appropriate assistance to support you in making a claim against your travel insurance policy.

4. Amendment or cancellation by SportSkool

4.1 SportSkool shall endeavour to inform you as quickly as possible of any changes to your booked course. However, because course commencement dates can change for reasons beyond SportSkool's control, it shall not accept liability for any alterations made prior to the confirmation of the course commencement date; which shall be 30 June in the year before the course starts in respect of courses in the northern hemisphere and 31 December in the year before the course starts in respect of courses in the southern hemisphere. SportSkool reserves the right to make minor alterations (such as change of arrival time of up to 48 hours, routings or overseas arrival airport) to the course arrangements without incurring any liability to you after they have confirmed the course commencement date. In the event that SportSkool has to make substantial alterations to the course arrangements (such as change time of arrival by more than 48 hours or cancel your course) after the relevant course confirmation date above, SportSkool shall offer a comparable alternative or a full refund of all money paid.

4.2 SportSkool may cancel or alter your course at any time if it considers that it is dangerous or unsuitable.

4.3 Following a major alteration or cancellation in the circumstances set out in clauses 4.1 and 4.2, you may also be offered compensation, dependent on the amount of notice you are given of the alteration or cancellation prior to departure. The compensation payable to you based on the amount of notice you are given is set out below:-

- 12 weeks or more: Nil
- 8 weeks or more but less than 12 weeks: AUD\$20
- 6 weeks or more but less than 8 weeks: AUD\$30
- 4 weeks or more but less than 6 weeks: AUD\$40
- 2 weeks or more but less than 4 weeks: AUD\$50
- Less than 2 weeks: AUD\$60

4.4 Compensation payments or refunds will not be made where the changes are caused by situations considered to be under the heading of force majeure, such as war, riots, civil strife, terrorist activity, industrial disputes including strikes, natural disasters, epidemics, health risks, fire, technical problems to transport, closure or congestion of airports, stations or ports, cancellations or changes of schedules by carriers for any reason and similar events outside the control of SportSkool; or if SportSkool cancels the course for any of the reasons set out in clauses 4.5 and 4.6.

4.5 SportSkool reserves the right to cancel your position on a course if you fail to pay the balance of the cost of your course six weeks prior to your departure date in which case you will be liable to pay the applicable percentage of the total holiday cost as set out in clause 3.3.

4.6 SportSkool may cancel your course at any time up to four weeks before departure if an insufficient number of people have booked the course to make it financially viable to proceed. In such event, you shall be refunded all amounts paid by you in full unless you elect to book on another course offered by SportSkool.

5. SportSkool's liability to you

5.1 SportSkool will use reasonable skill and care to perform our obligations under this contract and if you prove that we have failed to do so and that you have suffered loss or damage as a result then, subject to the terms and conditions and limitations herein, we may be held liable to you.

5.2 SportSkool cannot be held responsible for death, bodily injury or illness caused on holiday unless it is proved that it is due to the negligence of SportSkool's employees, agents, or sub-contractors acting in the course of their employment, and this is brought to SportSkool's attention within 3 months of your return from holiday. In the case of accidents or claims arising from carriage by air, damages are limited in accordance with the relevant conventions. All bookings involving flight reservations are subject to the Carrier's Conditions of Carriage, some of which exclude or limit liability. Copies can be made available on request.

5.3 SportSkool's liability in any action (excluding that for personal injury, illness or death) will be limited to the cost of your course.

5.4 Photographs are often taken of participants in SportSkool courses and these photographs may be used in SportSkool publications and on SportSkool websites. If you do not wish your photo to be used, please advise the SportSkool office and confirm the instruction in writing otherwise you will be deemed to have consented to such photographs being used for these purposes. Furthermore, where photographs, videos or similar recordings of activities are provided to SportSkool, the owner of such photographs, video or other recording shall be deemed to have provided SportSkool with a royalty free licence to use, demonstrate and copy the same for its own marketing purposes in perpetuity.

6. Your responsibilities

6.1 You must purchase personal travel insurance before participating in the course. SportSkool strongly recommends that you purchase your personal travel insurance immediately after booking your course.

6.2 You are responsible for ensuring that you arrive in resort for the start of your course. Dates for courses in the northern hemisphere will be finalised by 30 June in the year before the course starts while dates for courses in the southern hemisphere will be finalised by 31 December in the year before the course starts. Should you commit to travel arrangements prior to these dates, SportSkool will not be required to compensate you for any changes made to the dates of the course you are attending where SportSkool have not arranged your travel to the resort as part of their group travel arrangements.

6.3 In making your travel arrangements, you must ensure you are eligible for entry to any relevant countries, including that where the course is being held as well as any country being transited on the way to/from the course. General information about passport, visa and insurance requirements applicable to British citizens is set out on the website but you are advised to check current requirements before departure, noting that drink driving charges may make you inadmissible or may require you to apply for a special visa. Whilst we will endeavour to ensure this information is correct and up to date, SportSkool accept no responsibility for any errors and you are urged to check these requirements with the relevant authorities.

6.4 You agree to conduct yourself in an orderly fashion while on holiday and not disrupt the enjoyment of others or prejudice the reputation of SportSkool. The expected code of conduct will be outlined once in the resort and SportSkool reserves the right to remove any individual from the course after a single serious breach (as determined by SportSkool) or repeated breaches of the code of conduct (this includes being denied access to SportSkool tuition, accommodation, meals and activities). No refunds will be payable for any unused components of the package.

6.5 The snow sports school providing the training can impose its own code of conduct for behaviour and personal presentation and also reserves the right to remove a student from their training program after repeated breaches of behaviour. No refunds will be payable for any unused components of the package.

6.6 You will immediately pay in full for any loss or damage to accommodation or property caused by you. In the event that loss or damage to accommodation or property occurs and the perpetrator is not identified to SportSkool's satisfaction, all the students who use the facility where the loss or damage takes

place or who are accommodated in the establishment where the loss or damage takes place shall be jointly and severally liable to pay for such loss or damage.

6.7 You shall be liable for any excess baggage charges levied by any carrier.

6.8 You are aware that the course on which you are booking is a physically demanding one and it is your obligation to ensure that you are sufficiently fit and healthy to undertake the course. SportSkool cannot accept any responsibility for you not being sufficiently fit and healthy to undertake the course and/or derive the full benefit from the same. You are responsible for telling SportSkool of any medical condition that could have any affect on your performance on the trip and any pre existing medical problems/conditions. If your medical condition should adversely change during the course, you must immediately advise SportSkool accordingly. Any medical information you submit to SportSkool will be held in the strictest confidence and we will abide by all our obligations under the Data Protection Act and associated legislation.

6.9 You agree, for a period of two years after the conclusion of your course, not to, in any part of the world, engage or be concerned or interested, whether directly or indirectly, and whether as principal, partner, employee, adviser, agent, consultant or otherwise, in any trade or business which is directly competitive with SportSkool's business.

7. Problems and complaints

7.1 SportSkool aims to settle any complaints amicably and quickly. Should you have any problems whilst on holiday, SportSkool's local representatives should be informed so that action can be taken without delay.

7.2 If you wish to complain, full details must be sent in writing to SportSkool no later than 30 days after the end of your holiday.

7.3 If you have a dispute with SportSkool that cannot be resolved amicably, you may call upon a scheme administered by the United Kingdom's Chartered Institute of Arbitrators.

8. Information

8.1 The descriptions contained in SnowSkool's brochure and website and all other information supplied by SnowSkool is correct to the best of SportSkool's knowledge. Although the accuracy is not guaranteed, all descriptions and information are given in good faith and in the belief that they were true at the time of printing.

9. General

9.1 This contract is governed by the laws of England and Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

9.2 This contract will not create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person who is not a party to these terms.