

## **Terms and Conditions:**

### **Disclaimer and T&C's**

#### **SnowSkool Ltd. Disclaimer:**

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#### **SportSkool Limited Terms and Conditions for SnowSkool:**

##### **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, unless you are booking within ten weeks of travel in which case payment in full will be required at the time of making the booking.

1.3 SportSkool will then, at its discretion, offer you a place on the course. You will be required to confirm your acceptance of the offer and to send to SportSkool the first instalment payable (the sum will depend on your choice of course and will be set out in the offer letter). No contract will exist between you and SportSkool until a confirmation of payment invoice has been issued to you.

1.4 If for any reason SportSkool does not offer you a place, it will return your deposit.

1.5 You will be required to send payment of the next two instalments on the payment dates (the sums payable for each course and payment dates will be set out in the offer letter) together with the confirmation of payment invoice that a SportSkool officer will sign and return to you for your records.

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

##### **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 instalment, 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 insurance premiums and amendment charges). Only amounts exceeding this 2% will be passed on to you.

2.2.2 by more than 10% of the price of the course, 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 holiday insurance and 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 help. However, it may be beyond SportSkool's control to action all amendments. SportSkool will charge an amendment fee of £50, 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,

accident, illness, jury service or witness summons, or redundancy of you, a travelling companion or close relative.

3.3 Cancellation will only take effect when written notification is received from you by SportSkool (37-39 Southgate Street, Winchester, SO23 9EH). If cancellation notification is received prior to 12 weeks before departure, the deposit and any flight payments will be forfeited. SportSkool will also charge a cancellation fee of £150. If written notification is received within 12 weeks of departure date, you are not eligible for a refund.

3.4 If you cancel your course on the day of departure due to circumstances beyond SportSkool's control, compensation or refunds will not be payable by SportSkool and any such claims should be forwarded to your insurers. 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.

#### 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. SportSkool reserves the right to make minor alterations (such as change of flight time of less than 12 hours, routings or overseas arrival airport) to the course arrangements without incurring any liability to you. In the event that SportSkool has to make major alterations to (such as change of UK airport departure point, time of departure by more than 12 hours) or cancel your course, SportSkool shall offer an alternative or a full refund of all money paid in full.

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 period prior to departure of the alteration or cancellation in the amounts set out below:-

Over 8 weeks Nil

Less than 8 weeks £10

Less than 6 weeks £20

Less than 4 weeks £25

Less than 2 weeks £30

4.4 Compensation payments or refunds will not be made where the changes are caused by situations under the heading force majeure, such as war, riots, civil strife, terrorist activity, industrial disputes, 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 ceasing to operate due to adverse weather conditions or other reasons 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 course if you fail to pay the balance of the cost of your course ten 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 ten weeks before departure if an insufficient number of people have booked the course to make it financially viable to proceed.

#### 5. SportSkool's liability to you

5.1 SportSkool accepts responsibility for the acts and omissions of its employees, sub-contractors and local agents acting in the course of their employment. Although SportSkool does not control the day to day operation of its suppliers, SportSkool accepts responsibility if it is proved that facilities or services which it contracts to provide are deficient.

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 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 If you suffer an accident, injury or illness whilst on holiday which is not connected with arrangements made by SportSkool, SportSkool will, at its discretion, offer help, guidance or any assistance which it considers appropriate. You must request such assistance in writing within 3 months of your return from holiday and it will be limited to general advice and/or legal fees up to the sum of £5,000 per booking. In the event of a successful claim being brought against a third party or a suitable insurance policy in force, any expenditure made by SportSkool will be recoverable by you.

## 6. Your responsibilities

6.1 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.

6.2 You will pay in full immediately for any loss or damage to accommodation or property caused by you.

6.3 You must purchase travel insurance, offering at least the same or better cover than the insurance offered by SportSkool at the time of booking.

6.4 General information about passport, visa and insurance requirements applicable to UK citizens is set out in the brochure and the booking form but you are advised to check current requirements before departure.

## 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 Chartered Institute of Arbitrators.

## 8. Information

8.1 The descriptions contained in SportSkool's brochure and website and all other information supplied by SportSkool 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.