



(d) If any cancellation reduces the number of paying members below the minimum number required for a particular holiday price or concession (including free places), the invoice will be adjusted accordingly for all remaining group members.

## 6. IF THERE IS A CHANGE OF PLAN

(a) Whilst the Company will at all times endeavour to satisfy clients' requirements, nevertheless, because of changing circumstances, the Company must reserve the right to make alterations to holiday and brochure details both before and after any booking has been confirmed. If for any reason the details of your holiday have to be changed before departure, the Company will inform you as early as possible.

(b) Most changes, if necessary will be minor. Occasionally, we have to make a significant change to confirmed holidays. In the event of a significant change, you will be offered the choice of:-

- (i) accepting the change or
- (ii) purchasing another holiday, of at least comparable standard if we are able to offer one (and receiving a refund in respect of any price difference) or
- (iii) receiving a full refund of all monies paid.

In addition, if we are forced to make a significant change, we will also pay you an appropriate compensation where relevant. except where the change is made as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care, which include, but are not limited to, those amounting to "Force Majeure" as described in Condition 8 below or where the trip is cancelled due to insufficient numbers.

### 6a. DEFINITION

A significant change includes (but is not limited to) the following:

- A significant change to your UK departure airport where an additional 4 hours travelling time is incurred (according to MapPoint);
- A significant change of resort or ski area;
- A change of accommodation to one with an officially lower rating;
- A change or more than 12 hours to your scheduled time of departure or return;
- A change from a day to a night flight involving a difference of more than 4 hours in your departure time;
- A significant increase in the price of your holiday
- Any change in the airline, the type of aircraft, or an indirect flight from that stated in the brochure or on your ticket does not count as a significant change

If your final payment is delayed beyond the due date you will not be eligible for compensation payment and the Company will invoke conditions 3(f) and 3(g).

## 7. IF WE CANCEL YOUR HOLIDAY

If we are forced to cancel your holiday (other than due to your default in payment), the Company will offer you the choice of an alternative holiday of at least comparable standard if available (and receiving a refund in respect of any price difference) or a prompt and full refund of all monies you have paid. In addition, the Company will pay you appropriate compensation where relevant except where the Company is forced to cancel, as a result of unusual and unforeseeable circumstances beyond its control, the consequences of which it could not have avoided even with all due care, which include but are not limited to those amounting to "Force Majeure" as described in Condition 8 below, or, where an insufficient number of people have booked your chosen holiday (in this case you will be notified not less than 10 weeks before your scheduled departure date).

## 8. FORCE MAJEURE

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by reason of circumstances amounting to "force majeure". Circumstances amounting to "force majeure" include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riot, civil strife, industrial dispute, impacts of events in global financial markets, terrorist activity, natural or nuclear disaster, fire, acts of God, adverse weather conditions, and all similar events.

In February 2005 a new Europe-wide law relating to denied boarding, delays and cancellation of flights came into force. This law granted rights to passengers including in certain circumstances the right to cancel their flight and receive reimbursement of the cost of the flight from the their airline. Full details of these rights is published at EU airports and is also available from affected airlines. However, you should note that reimbursement of the cost of a flight that forms part of your holiday is the responsibility of your holiday airline and will not automatically entitle you to reimbursement of the cost of your holiday from us.

## 9. IF YOU HAVE A COMPLAINT

If you have a complaint about any service provided by us, this must be reported immediately to both our local representative, or, to our UK head office, and also to the supplier(s) of the service in question, so that action can be taken to resolve the matter. If the complaint cannot be resolved, then please follow it up with a letter to the Company within 35 days from returning from your holiday. The Company cannot accept liability in respect of any claims

not notified to ourselves and our supplier(s) in accordance with this clause. The Company normally manages to agree an amicable settlement of the few complaints received but, in the unlikely event that an agreed settlement cannot be reached, you may take advantage of the special arbitration scheme offered by ABTA, as described in Condition 10 below.

## 10. COMPLAINTS PROCEDURE

Disputes about your holiday which we cannot settle can be referred to arbitration under a special scheme administered by IDRS part of the Chartered Institute of Arbitrators. Details and application forms are available from ABTA, 68-71 Newman Street, London, W1T 3AH, [www.abta.com](http://www.abta.com). The scheme provides for a simple and cheap method of arbitration based on documents alone. The scheme does not apply to claims over £5,000 per person or £25,000 per booking form. Where a claim includes, in part, a claim for personal injury or illness, a limit of £1,000 per person applies to that part of the claim. The rules of the scheme state that the application for arbitration must be made within nine months of the date of your return from holiday. Information regarding complaints may be shared with other tour operators.

## 11. LIABILITY

(a) Our contracts with hotels and carriers provide for the allocation of rooms or seats to us. Your booking will normally be made within those allocations but no specific rooms or seats can or will be confirmed. However, we accept responsibility for ensuring that all component parts of the holiday which you book with us are supplied to you as described and to a reasonable standard. We have taken all reasonable steps to ensure that proper arrangements for all the holidays advertised in this brochure have been made and that the suppliers of the various services which will be provided for you are efficient and reputable. We accept responsibility for the acts and omissions of not only our own employees but also of our suppliers, sub-contractors, representatives and/or agents provided they were at the time acting within the scope or course of their employment, agency or contract of supply except where these result in your illness, bodily injury or death which situation is dealt with further below. In all cases except where personal injury or illness or death results, our liability is however limited to three times the holiday price (excluding insurance premiums and amendment charges) of the person(s) affected in total.

(b) Whilst we have no direct control over the providers of services and facilities, we do accept responsibility should you or any member of your party suffer death, personal injury or illness as a result of any failure to perform or improper performance of any part of our contract with you by any of our employees, agents, suppliers or sub-contractors providing they were at the time acting within the course of their employment except where the failure to perform or improper performance was due to your own acts and/or omissions, or those of a third-party not connected with the provision of your holiday arrangements and which were unforeseeable or unavoidable, or, an event which either ourselves or the supplier of the service(s) in question could not have foreseen or forestalled even with all due care. It is a condition of this acceptance of liability that you notify us of any claim strictly in accordance with Condition 9 "If you have a complaint".

(c) When you travel by air or by sea, your journey may be subject to certain international conventions such as the Warsaw Convention, Montreal Convention or Athens Convention. You agree that the transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as with the transport company. The provisions of the Warsaw Convention 1929 (as amended) concerning the carriage of passengers and their luggage by air, and the airlines' conditions of carriage, may apply to you and your party during your flight, and during boarding and disembarkation. These provisions and conditions may limit or exclude liability for death or personal injury, or loss of or damage to luggage, and may make special provisions for valuables. Sea Travel Conditions of Carriage & International Conventions: In the case of sea travel the provisions of the Athens Convention 1974 relating to the carriage of passengers and their luggage by sea may apply. This Convention and the sea carriers conditions of carriage may continue to apply to you and your party throughout your stay on board the ship, and during boarding and disembarkation. This Convention presumes that your baggage has been delivered undamaged unless you give full written details to the carrier (1) in the case of apparent damage, before you disembark from the ship or the baggage is redelivered to you; or (2) in the case of damage which is not apparent or of loss, within 15 days of disembarkation or from the time when the baggage should have been redelivered to you. The Athens Convention, and the carriers' conditions of carriage, may limit or exclude liability for death or personal injury, or loss of or damage to luggage, and make special provisions for valuables. A copy of the conditions of carriage applicable to your holiday can be supplied on request.

(d) Should you or any member of your party by misadventure suffer illness, injury or death during the period of your holiday from an activity which does not form part of the arrangements made by us or an excursion purchased through us, we shall at our absolute discretion give you every assistance including advice, guidance and financial assistance to cover initial legal costs for legal action against a third party

where appropriate, up to a limit of £5,000 cost to ourselves per booking form provided such assistance is requested within 90 days of the misadventure.

(e) In the event of there being a successful claim for costs against a third party or a suitable insurance policy or policies being in force, the Company is entitled to recoup from you the costs actually incurred by us in giving this assistance under (d) above.

## 12. CONDUCT & BEHAVIOUR

If the behaviour of any member of any party is considered likely to cause offence, danger, damage or distress to others, we reserve the right at our reasonable discretion, to cancel or terminate a holiday completely. If for example any airline pilot, accommodation owner or manager, or senior member of our staff, considers that the behaviour is unacceptable they are authorised to terminate a holiday wherever and whenever necessary. If this sort of situation arises, our responsibility for your holiday will cease and we will not be obliged to cover any expenses which may be incurred by the party concerned and neither will we consider or accept any claims for compensation or refunds whatsoever.

## 13. OUR BROCHURE

(a) Great care has been taken in the printing and production of our brochure/s to give you an accurate picture of the facilities available. If any change which the Company believes will materially affect your enjoyment becomes apparent in any of our resort descriptions, we will advise each party leader or travel agent.

(b) There are naturally circumstances beyond our control, such as religious festivals, local holidays, periods of maintenance, (e.g. ski lifts) and adverse weather conditions for which we cannot accept responsibility.

(c) The facilities are shown in good faith and it must be appreciated that some facilities, including by way of example and not limitation the operation of ski lifts in a resort, may be restricted particularly at the beginning and end of the season. Such restriction is generally reflected in the selling price of the holiday.

(d) To create the "atmosphere" of a certain type of holiday, occasionally photographs used on resort pages are general photographs and may not be specific to that resort.

(e) Please remember that some amenities such as hotel lifts and swimming pools require servicing and cleaning and may therefore not be available at all times. Some services are also affected by weather conditions, for example, outdoor swimming pools, chair lifts, and their availability is at the sole discretion of the provider of the service. Entertainment (particularly live entertainment) provided by hotels is frequently subject to demand and its nature and frequency may be varied if there is lack of demand or insufficient numbers in the hotel. Please also be aware that equipment such as video players and microphones on coaches is, due to its technical nature, prone to malfunction. The Company cannot be held responsible nor consider a claim for compensation in the event of such amenities or equipment being unavailable.

## 14. SPECIAL REQUESTS / CONDITIONS OF BOOKING

We do our best to meet any special requests made by you and to pass these onto the appropriate persons provided they are clearly noted on the Booking Form. However, we can only guarantee those special requests confirmed by us in writing.

## 15. BUILDING WORK

It is often very difficult to predict when building work or development may begin in any resort as such things usually occur without notice. If we become aware of any such developments in your resort which could cause you significant disturbance or inconvenience, we will do our best where practical, to advise you.

## 16. DISABLED PASSENGERS

We do what we can to cater for as many people as possible, however we feel that we should point out that whilst we have accommodated groups with special needs we are not specialists in catering for the disabled or those with special needs or with serious medical conditions. If any member of your party suffers from a disability or serious illness, you must contact your doctor and our office for advice, before booking. Any costs incurred in endeavouring to deliver the trip you have booked may be passed on to you, at our discretion.

## 17. OUR ACCOMMODATION

(a) All the accommodation, (sometimes described for example as hotels, apartments, chalets, hostels, youth centres and pensions) featured in our brochure is chosen as representing fair value in its particular category. We would suggest that you compare carefully each type of resort and accommodation with the cost of the holiday, before making your final choice. Where applicable, any local official grading for accommodation has been indicated. Grading systems vary from country to country, and this and the fact that certain properties, particularly centres, chalets and some apartments, have no official grading does not necessarily reflect on the standard of comfort or the facilities. To assist you we have given as much detail as brochure space allows and we have indicated our guide to accommodation standards in the form of "snowflakes". These are not meant to be translated exactly as star ratings, but rather are included to enable you to make comparisons of accommodations between countries, when the official methods of classification may vary.

(b) Many hotels may make a charge for the use of optional facilities (eg: swimming pool, sauna, solarium, etc).

(c) Towels and soap are not necessarily provided in all of our accommodation (including Clubhotels) and party leaders are asked to remind members of their group to bring their own supply.

(d) Rooms mostly accommodate 3-4 pupils although some hotels reserve the right to use larger rooms containing more beds where necessary. Where apartment accommodation is featured we will arrange accommodation for your party so that you take up the total number of beds in each apartment and where there is any overflow we will make the most sensible arrangements for the apartment to be shared with another group, or charge under occupancy supplements at our discretion. Bunk beds are also sometimes used. Many French, Belgian and North American hotels have double beds which are traditionally used for parties of schoolchildren. In Austria, "Austrian style" twin beds are used, consisting of two single mattresses on a double frame with separate duvets and bed linen. Separate twin beds in Austria are rare and cannot be guaranteed.

(e) Accompanying adults are allocated twin or triple rooms as applicable. Single rooms are not normally available in any of our contracted accommodation. If available, a "single room" supplement (prices on request) is payable for single person occupancy of a room, which may, however, contain more than one bed. Twin rooms for accompanying adults above the free place ratio are also subject to availability and supplements. Where accompanying staff cannot be accommodated in twin or three bedded rooms due to the rooming specifications of the group and/or hotel we reserve the right to arrange for the staff members to share a twin or other size room with a party leader(s) of the same sex from another group.

(f) In accordance with International Hotel Regulations your room will usually be available only after mid-day on arrival and you will usually need to vacate your room by 10.00 hours on the last day.

(g) Our hotels provide three meals per day which usually include continental breakfast, lunch and dinner, unless otherwise specified in the brochure or on your itinerary. In some hotels as the standard arrangement, a packed lunch is provided in place of a hot lunch in the hotel. All SkiBound Clubhotels have set meal times and set opening times for bars.

(h) In some centres, run usually by non-profit making organisations on a social tourism basis, guests are expected to help in the running of the establishment. Conditions vary but usually include keeping one's room clean and tidy, self-service in the dining room and returning trays to a central point after meals. The "help" required is minimal but needs to be clearly understood.

(i) On arrival at your hotel/centre a Damage Deposit of 350 euros per group is payable in local currency (500 euros in apartments) and will be refunded on departure less the cost of any breakages or damages.

## 18. ALLOCATION OF ACCOMMODATION

In resorts where we feature more than one hotel, chalet or apartment, we ask you to note that our allocation for a specific group is not made until final numbers are received. If you have any accommodation preference, please indicate this on the booking form and we will do our best to meet your requirements. From time to time, it should be noted that we will use additional accommodation not named in our brochure. In such cases, accommodation will be of an equivalent standard as that advertised, and will, of course be inspected and approved your senior members of staff.

## 19. ITINERARIES AND TRAVEL SCHEDULES

(a) All timings and route schedules featured in the brochure act as a guide only and once a booking is confirmed by the ferry company or airline certain amendments may be necessary. A complete itinerary will be forwarded to you two to three weeks prior to departure. Should any major changes occur after that, we will advise you accordingly. Certain services we depend on may, from time to time, change their schedules, e.g. ferry crossings, aircraft schedules, rail timetables, which may affect the overall length of time you spend in resort. In the event of this occurring we would not accept responsibility for changes that are beyond our control.

(b) It is obviously important that our programme operates to strict time schedules and we would ask for your cooperation with the various final timings given.

(c) At the time of publication, we are not in a position to confirm your airline, aircraft type, definite timings or airport, either in the UK or overseas. Where this information appears in our brochure, it is intended as a guideline only and is subject to change. Where changes are made, they do not constitute significant changes as referred to in Condition 5, and you are not permitted to cancel and receive a full refund.

(d) For European tours the provision of in-flight meals are subject to the individual airlines policy. It should also be noted that individual passports are required for all of the party, as collective passports are not accepted.

(e) It is not always possible to allocate groups direct flights so it may be necessary for your group to be allocated on an in-direct flight.

(f) Coach itineraries can be varied, but at all times alterations must comply with EU regulations relating to drivers' hours. The final itinerary must be agreed before departure from the UK and only small amendments can be made once the holiday has commenced.

(g) While coach drivers will do their best to point out places of interest and provide information, it should be noted that they

are not employed as guides.

## 20. INSURANCE

Each party member will be provided with our travel insurance cover which is included in the holiday price. Our travel insurance is especially arranged by Fogg Travel Insurance Services Limited (Fogg) with Insurers ETI - International Travel Protection, who are both authorised and regulated by the Financial Services Authority (FSA). We are an Appointed Representative of Fogg's enabling us to arrange travel insurance tailored for our holidays.

A full copy of the policy wording, together with the key facts, providing the terms, conditions and exclusions of the insurance can be requested from SkiBound and will be made available to all party leaders before departure. It is essential that the policy be read. As party leader, please ensure that all members of your group are aware of the extent of the cover at the time of their booking and if it does not meet their needs alternative cover should be purchased immediately. You will receive a copy of the full policy wording and key facts for your group, and for you as the party leader, an Organiser Summary letter (giving you important information). Cancellation of this insurance is allowed within 14 days of receipt of this documentation if the cover does not meet your needs, but as this insurance is included within the holiday cost no refund of premium will be given.

**CONDITIONS AND EXCLUSIONS** - The insurance cover is subject to the normal conditions and exclusions of this type of policy. The first claim under all sections is subject to excesses, details of which will be available with the policy.

## 21. HEALTH REQUIREMENTS AND RECOMMENDATIONS

At the time of going to press in October 2008 there were no mandatory vaccination requirements for travellers from the UK to destinations featured in our brochure. However, many health authorities advise travellers from the UK to India, China, Hong Kong and South Africa to obtain immunisation against typhoid, tetanus, polio and hepatitis A and also protection against malaria. UK travellers to Russia are recommended to obtain inoculations against diphtheria. Please note that the cost of any immunisation treatment is not, in any case, included in the cost of the holiday. The person signing the Booking Form is entirely responsible for passing any health requirement information to other party members. While we will endeavour to reconfirm any new health requirements at the time of booking, it is your responsibility to check with your doctor at least two months prior to travel for the latest requirements, recommendations and any costs.

## 22. PASSPORTS, VISAS & Currency

(a) Party Leaders are entirely responsible for ensuring that all members of the group have the correct and valid documentation. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred. The information in our brochure is correct at the time of going to press. Whilst we will endeavour to inform you of any new regulations we advise you to check with your passport office or the consulate in question if you have any queries.

(b) For British Citizens - all adults and children of 16 years and over must travel on a full valid British ten-year passport unless otherwise specified.

(c) Clients who are not British Citizens must check with the appropriate consulate for individual visa requirements.

(d) If you need to obtain a new passport you should do so in good time. This normally takes about 4 weeks by post, but this time may vary depending upon which passport office you apply to and the time of year. The Passport Office gives further information on a recorded delivery.

(e) Any visas currently required by British citizens for destinations in the brochure will be specified on the relevant brochure page or price list.

(f) Clients travelling overland to certain European destinations may need to also pass through controls of other countries enroute so this should be allowed for with any passport/visa applications.

(g) The following should also be noted with regard to passport, visa and currency requirements for clients on air tours: Clients flying to Salzburg (Austrian resorts) may need to pass through Germany by road. Clients travelling to the Italian Milky Way and Aosta Valley resorts (e.g. Claviere, Sauze D'Oulx, Cervinial) may fly to and from and travel through France by road. Clients flying to southern French resorts (e.g. Serre Chevalier, Montgenevre) may fly to and from and travel through Italy by road. Clients flying to resorts in southern Austria (e.g. Nassfeld, Muhlbach) may fly to and from and travel through Italy, Slovenia or the Czech Republic by road.

(h) Pupils under 18 years may be able to travel on a Collective Passport to most European countries. This amount is not included in the tour price. The Collective Passport application form can be obtained from the Passport Office. For groups travelling to France, Germany, Italy and Austria, pupil identity cards are also required.

(i) When travelling to the US you must have the correct passport to travel on the Visa Waiver Programme or have obtained the correct visa, valid for your stay. Each person wishing to visit the US must have either

1) an e-passport if your passport is issued after 26 October 2006, or a machine readable passport (containing a digital photograph) if your passport is issued after the 26 October 2005, and a Visa Waiver Form.

2) a valid passport and a valid visa which must be obtained before travel from the US authorities.

Children and minors wanting to travel with a Visa Waiver form must hold their own Machine Readable Passport or e-passport. Please note that the nationals of some countries

can only travel to the US if they have a valid visa as they are not eligible for the Visa Waiver Programme.

**More information on current US visa requirements and the US Visa Waiver programme can be found at <https://esta.cbp.dhs.gov>, which we strongly advise you to visit before your journey to the states.**

## 23. TRAVEL DELAY ASSISTANCE

In the event of a long travel delay of more than 12 hours your group will be completely looked after by SkiBound thus relieving you of the effort of having to claim from the Insurance Company.

## 24. PARTY LEADER'S RESPONSIBILITIES

In signing the Booking Form the party leader also accepts responsibility for the good conduct of all participants during the holiday and warrants that at least one responsible adult will be on active duty at all times to ensure that all participants behave well. Furthermore, it is the party leader's responsibility specifically to ensure that:

- No participant less than 18 years of age consumes alcoholic drinks unless written permission from a parent or guardian can be produced.
- All local laws relating to the consumption of alcohol are at all times obeyed by participants.
- No participant consumes alcohol to excess.
- No participant smokes in a hotel bedroom (or at all in apartments) or in any other way causes a fire hazard.
- Participants act in a responsible fashion during the holiday and do not behave in a way likely to cause damage to property, or damage or offence to other people.

## 25. AGES AND EXTRA ADULTS

(a) Our prices are valid and applicable for pupils up to 18 years of age in full time education. The adult supplement is applicable for clients who are 18 years and over at the time of travel.

(b) Additional adults in excess of the numbers offered as 'free places' can normally be accepted at a supplement quoted by our office.

(c) Especially during high season it should be stressed that single, twin or double room requests must be kept to a minimum, and are strictly subject to written confirmation by the Company.

## 26. LIFT PASSES

Prices given in our price list normally apply to pupils up to 17 years of age inclusive. Anyone 18 years of age or over at the date of travel will be liable to pay the adult rate for the ski pass. Please ask our reservations department for the relevant price for your chosen resort. Pupils over 13 years travelling to certain Austrian/ French resorts may be liable for separate supplements (on request).

## 27. SNOW CONDITIONS

We try to give as accurate an estimate as possible of the length of the average season in each of the resorts we feature as well as resort heights, snow making facilities and any glaciers. However, if due to insufficient snow or avalanche all the lifts in your resort should be closed for one full day or more, under the terms of our Piste Closure insurance, we will transport your group to the nearest available ski resort with snow up to a cost of £20.00 per person per day including transfers, lift pass and ski school. Should an alternative ski area not be available each paying person will be able to claim, through the SkiBound insurance policy, up to £20 per day for each complete day you were unable to ski. No other refunds will be made for prebooked services. Piste Closure Insurance does not apply when lifts do not operate due to mechanical malfunctions or adverse weather conditions such as high winds or blizzards. This policy is valid from departures 15th December through to 30th April.

## 28. DATA PROTECTION

To ensure that your holiday runs smoothly, we need to use information such as your name and address, special needs, dietary requirements, etc. We will apply appropriate security measures to protect this data. However, we must pass it to suppliers of your travel arrangements, including airlines, hotels and transport companies. We may also supply it to security or credit checking companies, and to public authorities such as customs and immigration. If your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strict as in the UK. We will only pass data, including sensitive information regarding disabilities or dietary and religious requirements, to people responsible for your travel arrangements. If we cannot pass this information to the relevant suppliers, in the EEA or elsewhere, we cannot provide your booking. When you make this booking, you consent to this information being passed to the relevant people. We can supply a copy of your information held by us; there is a small charge for providing this. We may use this information to contact you with details of other products and services offered by other TUI Travel LC Group companies, or by its trading partners. If you do not want this service, please write to The Marketing Department, TUI Travel PLC, Olivier House, 18 Marine Parade, Brighton, BN2 1TL.

**SkiBound  
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