THE SKI WEEK

Key points:

You enter into a booking with us when we issue our confirmation invoice. If you then cancel, there will be cancellation charges. Initially this may only be a deposit but can go up to 100%.

You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking. We'll pay you compensation in certain circumstances.

We are responsible to you for providing your holiday but there are legal limits.

In respect of bookings made in the European Economic Area (EEA) ONLY: we provide protection for your money via a financial failure insurance policy with AVS (Atlas Voyage Secure) through Evolution Insurance Company Limited.

PLEASE NOTE: Financial failure insurance is only applicable to bookings made in the EEA.

NB read the full terms below for more information and for other important rights and obligations.

BOOKING TERMS AND CONDITIONS

This document sets out the standard booking terms and conditions of The Ski Week Ltd (referred to in this document as 'TSW'), a company registered in the United Kingdom with the number 09116193 whose registered address is Unit 13, Princeton Court, 53-55 Felsham Rd, Putney, London SW15 1AZ.

Please ensure you read this document in full before booking. Important sections are underlined. Any references to 'you' are to you, the holidaymaker, who has contracted with TSW either in your own right or on behalf of others.

THE NATURE OF THESE TERMS

1. As soon as any payment is made, a contract will automatically arise between you and TSW (except where it is with another supplier of travel services, see below), giving both parties respective duties and obligations under that contract. These terms and conditions ('Terms') will form the basis of any contract between you and TSW.

2. TSW reserves the right to make reasonable changes to these terms and conditions at any time where such changes are necessary (for instance, in the case of a change in the applicable laws or regulatory requirements). Such changes will take effect when the updated terms and conditions are uploaded to the TSW website.

YOUR CONTRACT

1. The type of arrangements you book will determine if your contract is with us or with another supplier of travel services. Your contract will be with us if you book, at an inclusive price, at least 2 or more of the following pre-arranged combination of services:

(a) transport (e.g. coach transfer from the airport to the resort);

(b) accommodation (e.g. in one of our partner apartments); and,

(c) other tourist services not ancillary to transport or accommodation which account for a significant part of the arrangements (e.g. an event pass);

when the above services are taken together and:

(d) cover an uninterrupted period of at least 24 hours; and/or,

(e) include an overnight stay.

2. If the arrangements booked with us do not fall within the above clauses, your contract will be with the relevant supplier and not with TSW. The relevant supplier's details will be provided to you at the time of booking, together with their standard terms and conditions which shall apply to your booking with the relevant supplier. When a booking is made through a supplier TSW shall have no responsibility over the booking procedure of the supplier and shall not be liable for any fault of said supplier.

3. When you ask us to confirm your holiday booking you guarantee to TSW that you accept and have authority to accept on behalf of your party ('**Group**') and/or have obtained permission to accept from your Group, these Terms and have read the important information relating to your holiday booking. These Terms, along with the information contained in your booking confirmation invoice email ('**Invoice**') comprise your contract with TSW (subject to the above clauses in this section) and the agreement of all those listed on the holiday booking on whose behalf you are acting. No variations to these Terms shall be valid unless agreed by us in writing.

4. When you confirm your holiday booking you also agree to us processing the personal information you supply relating to you and your Group in order to procure for you the services requested under the holiday booking. Our holidays start and finish at the destination or points of travel stated on your Invoice. We are not responsible for your travel to and from the destination or points of travel or for any additional expenses including but not limited to travel costs, accommodation costs, subsistence, or loss of earnings caused by delays (howsoever caused). These expenses may however be recoverable under any private travel insurance policy you have in place.

5. Changes to these Terms or to any information appearing in our promotional material will only be valid if expressly agreed by us in writing. Our website will display any changes to this information. You are encouraged to check our website for updated Terms before booking.

6. We cannot accept liability for, and cannot guarantee, the accuracy of telephone or other oral conversations and the accuracy of prices, quotes and booking information on our website. Therefore, all telephone and website prices, quotes and booking information are subject to our written confirmation. This is why it is important that you check your confirmation invoice as soon as you receive it.

7. We will not accept any liability for any errors on your Invoice that are not brought to our attention in writing at info@theskiweek.com within 5 working days of the date of your Invoice.

8. There may exist circumstances in which we are unable to confirm part of your holiday booking arrangements at the time of confirmation of your holiday booking. Examples include but are not limited to coach transfer departure times. If these circumstances exist, you will be informed of this in your Invoice.

9. You must be at least 20 years of age to book with TSW. There may be other age restrictions relating to our offers or services and these will be detailed in these offers or in the descriptions of these services.

10. In these terms and conditions, the '**Booking Ratio'** refers to any Group's gender ratio at the time the Booker made the relevant TSW holiday booking, and the '**Checking-In Ratio'** refers to any Group's gender ratio at the time of checking-in at any TSW check-in venue. In the event the Checking-In Ratio does not conform to the Booking Ratio, TSW reserves the right to either refuse wristband allocation or apply a EUR(€) 200 administration fee on-site to adjust the Booking Ratio to conform to the Checking-In Ratio. The EUR(€) 200 administration fee shall apply to each and every guest in respect of whom an adjustment is required and is not a single administration fee applicable to the booking as a whole. By way of example, if a group of ten persons has a Booking Ratio of 50/50 males to females, then an administration fee of EUR 400 shall apply in the event the Checking-In Ratio is 70/30 males to females.

11. The Booking Ratio cannot be changed once entered. There is a possibility that TSW staff may be able to make manual changes to your booking in order to alter the Booking Ratio, but these changes cannot be guaranteed. Should any change be possible, an administration fee will be chargeable. TSW accepts no liability if you make a mistake when entering the Booking Ratio.

THIRD PARTY EXPERIENCE OFFERING

1. From time to time you may engage in third party experience offerings. These offerings are independent from the services provided by TSW and are subject to payment of a fee directly to the third party offering the experience in question.

2. These offerings do not form part of the package offered to you by TSW. As such, TSW shall have no responsibility for the services provided nor liability for damage or loss caused by the provision of these services.

3. TSW cannot warrant nor guarantee that the third-party offerings shall operate on the scheduled date. Reasons for this may include force majeure events or capacity issues. In such circumstances the service may be cancelled without notice. TSW shall have no liability for any loss of enjoyment nor associated damages that may arise out of or in respect of such services.

PAYING FOR YOUR HOLIDAY

1. The holiday booking procedure is as follows:
    a. on making a booking you should provide TSW with the number of places you wish to reserve by completing the online booking form via TSW website with the Guest names together with any additional Guest information (if required);

    b. your Invoice will be sent to you via email;

    c. your Invoice will state the total holiday booking cost and the dates by when payments must be received by TSW (such cost and dates differing from event to event);

    d. if the final balance is not received by the final balance due date then TSW may automatically treat this contract as cancelled;

e. if any money is paid by Guests then you, then you hold such money on trust until it is paid to TSW and are responsible for any monies owed or outstanding by those Guests. (No Group booking will be confirmed until all members constituting the Group have made their final payment and the Group, as a whole, has no outstanding balance due).

2. You will pay TSW the sum specified in the confirmation invoice.

3. The default invoice payment currency is EUR (€) for events taking place in Europe and Japan and USD ($) for events taking place in America and Canada. If you choose to pay with GBP (£) (or any other currency) the price listed may change depending on fluctuations in exchange rates including the internal exchange rate which TSW may apply in any future payment transactions. For this reason, you are advised to pay in the currency specified in your invoice if you do not wish to pay any price variations as a result of fluctuations in exchange rates including the internal exchange rate which TSW may apply in any future payment transactions

4. The payment instalment plan will vary depending on the event week and destination you have booked. You will be advised of the specific payment plan for your booking prior to the issue of the confirmation invoice.

5. If you fail to pay an instalment by a payment due date TSW reserves the right to cancel the booking and you will not be entitled to a refund of any sums paid.

6. It is your responsibility to check the payment due dates and ensure that payments have been made in accordance with the payment instalment plan. Any delay in making a payment may result in your booking being cancelled by TSW without a refund. If you are likely to be unable to make a payment on time you must contact TSW as soon as possible to request an extension to the relevant payment due date. If such an extension is agreed, TSW will communicate this to you in writing.

7. If payments are not made from an account/card in your name, TSW reserves the right to request authorisation from the account holder.

8. Please see the information here https://www.theskiweek.com/legal where you are using a refund credit note to pay for a booking.

CHANGES IN THE PRICE OF YOUR HOLIDAY

1. TSW reserves the right to change the price of your booking before your booking is confirmed.

2. Any such changes will be communicated to you. TSW reserves the right to correct pricing errors after confirmation. In the unlikely event of a pricing error, we will notify you of the correct price and you will have the option to pay the correct price or cancel the booking with a full refund.

3. TSW can change your holiday price after you've booked in certain circumstances to reflect changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes or exchange rates. However, there will be no change within 20 days before your departure.

4. We will absorb, and you will not be charged for, any increase up to an amount equal to 2% of the price of your travel arrangements, (excluding insurance premiums and any amendment charges). You will only be charged for any amount over that 2%. If this results in an increase equal to more than 8% of the price of your travel arrangements, you will have the option of

changing to another holiday if we are able to offer one (in which case we will refund any price difference if the alternative is of a lower value) or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel:

i. you must do so within the time period shown on your final invoice
ii. We will refund insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

5. Should the price of your holiday go down due to the cost changes mentioned above, then an amount equal to the reduction will be paid to you. We will deduct from this amount our reasonable administrative expenses. Please note that travel arrangements are not always purchased in local currency.

6. If there is an error in room type, occupancy level or price, we reserve the right to amend the price or accommodation to a reasonable alternative.

7. Coach transport suppliers may charge a fuel supplement (due to the instability in oil prices) which will be included in the price of your holiday. As oil prices change regularly, the price you pay for this component of your holiday booking may not be displayed on our website as we are not always able to make changes as quickly as oil prices change.

VARIATION & CANCELLATION

Variation by TSW

1. As TSW's booking information is prepared well in advance, some minor aspects of your booking (e.g. minor itinerary amendments due to weather) may have to change closer to the time of your holiday in order to make the booking work.

2. If major changes to your booking are needed, you will be notified as soon as is reasonably possible. In this instance you will be able (except where we are subject to unavoidable and extraordinary circumstances) to either:
   a. cancel the booking with a refund of all sums you have paid;
   b. choose to accept the changes; or,
   c. make an entirely new booking.

3. You must inform TSW of your decision within 3 working days of being informed of the changes made to your booking. If no action is taken TSW shall be entitled to cancel your booking and issue a full refund. Where TSW is subject to unavoidable and extraordinary circumstances, (being a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such circumstances include but are not limited to, dangerous weather conditions, pandemic, epidemic fire, natural disaster, industrial actions, war, riots, and natural disasters), your rights under these terms and conditions may be different as TSW will follow any applicable legislative or regulatory advice which may allow TSW to postpone refunds, to offer refund credits and, in some circumstances, to withhold refunds.

4. There is a possibility that the holiday you select when booking may not be available. Should this be the case, TSW shall notify you as soon as possible. TSW reserves the right to either cancel your booking or offer you a replacement holiday and the following will apply:
   a. if TSW offers a more expensive replacement, which contains all the same facilities as the holiday you chose on booking, this shall be considered an upgrade.

b. If you are upgraded, TSW reserves the right to downgrade you to a holiday of the same quality as that which you originally booked if the upgrade offer becomes unavailable. Should this happen, TSW guarantees that you will receive the same (or better) quality and type of holiday that you originally booked.

5. In the event a refund is paid to you, we will pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (see definition above).

Period before departure in which we notify you	Amount you will receive from us (£)
More than 84 days	0
Between 83-29 days	10
Between 28-15 days	20
Between 14-18 days	30
Between 7-1 day	40
Less than 1 day	50

This does not prevent you from claiming compensation if you are entitled to do so.

Cancellation by TSW

1. TSW reserves the absolute right to cancel your booking under any circumstances. If TSW cancels your booking under this clause (except where we are subject to unavoidable and extraordinary circumstances) you will be entitled to a full refund. Alternatively, you may choose to accept another booking of the same type and quality as a replacement for the cancelled booking. If you accept TSW's offer of a replacement booking of lesser quality, then you will be entitled to a refund of the difference in price between the original booking and its replacement.

2. TSW will not cancel your booking under this section after the balance due date unless you default in the payment of the balance or such cancellation is necessary as a result of unavoidable and extraordinary circumstances (see definition above). Where we are subject to unavoidable and extraordinary circumstances, your rights under these terms and conditions may be different as we will follow any applicable legislative or regulatory advice which may allow TSW to postpone refunds, to offer refund credits and, in some circumstances, to withhold refunds.

3. In the event a refund is paid to you, we will pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (see definition above):

Period before departure in which we notify you	Amount you will receive from us (£)
More than 84 days	0
Between 83-29 days	10
Between 28-15 days	20
Between 14-18 days	30
Between 7-1 day	40
Less than 1 day	50

This does not prevent you from claiming more if you are entitled to do so.

4. TSW reserves the right to cancel your booking in the event of unavoidable and extraordinary circumstances (see definition above). In such circumstances no compensation will be payable to you and your rights may change, as we will follow any applicable legislative or regulatory advice which may allow TSW to postpone refunds, to offer refund credits and, in some circumstances, to withhold refunds. Our current refund policy for bookings cancelled by TSW on or after 1 October 2021 due to an event of unavoidable and extraordinary circumstances (including, without limitation, coronavirus and its impact) is that an amount equal to 40% of all

sums you have paid will be refunded to you within 28 days of cancellation and the balance will be refunded no later than the 1 February 2023.

Cancellation by You

1. If you decide to cancel your booking:

    a. you must inform TSW in writing as soon as possible. Your booking will not be cancelled until TSW receives your notice of cancellation in writing. If you transmit this written notice by email, then you must follow up via telephone during TSW's normal office hours (any week day except a public holiday between the hours of 0900 – 1730) to check that the email has been received; and

    b. as any payment by you triggers TSW's obligations with third parties, any sum paid towards the instalments on your invoice, even if not the full amount, will not be refunded (by way of example: if you pay your first and second instalment in line with the payment structure on your booking and elect to cancel your booking before the deadline for payment of the third instalment, the amount paid up to the day of cancellation will not be refunded to you).

    c. Any amount that exceeds the required instalments will be refunded less a 5% admin & processing fee.

    d. Your cancellation will not be confirmed until you have received confirmation in writing from us. To cover the cost of processing your cancellation and compensate us for the risk that we may not be able to re-sell your holiday, the following minimum cancellation charges (as a percentage of the total booking cost) shall apply:
        i. From booking to no later than 30 days from the booking date or 100 days prior to the event date (whichever comes first): 10%
        ii. Thereafter, until 70 days prior to the event date (check your booking to see the exact date): 40%
        iii. Within 70 days, or less, prior to the event date (check your booking to see the exact date): 100%

        Refunds shall be made to the payment card used for the original payment within 30 days after the cancellation has been confirmed. No exceptions to the deadlines listed within this clause can be made.

2. Your travel insurance policy may cover cancellation charges, please check your individual policy for details.

3. If the cancellation of any individual in your Group results in under-occupancy of a hotel room, apartment or chalet, you must pay an empty bed charge (if applicable).

Variation by You

1. If you would like to change any aspect of your booking, you must inform TSW as soon as is reasonably possible. You will be responsible for the additional costs we incur in catering for the changes you request

2. Please note that TSW may not be able to cater to all changes you might wish to make. All changes will be subject to availability and will be made at TSW's discretion.

3. Changes of dates will be treated as cancellations and charges will be applied. However, in the event that a more expensive booking is subsequently made, the usual cancellation fee shall be waived and an administration fee equal to 10% of the original booking cost shall be levied in its place.

Change of Customer

1. You or any member of your Group no longer wishes to participate in the holiday or benefit from the services booked, TSW may, subject to availability, agree to a substitute customer being added to the booking. You should notify TSW in writing at least 7 days before the date of your trip of your intention to substitute a person on the booking. However, this is subject to TSW's written acceptance of the arrangement and both the leaving and the substitute parties accepting joint and several liability for full payment of any sums outstanding for the booking

2. TSW reserves the right to apply a EUR (€) 200 administration fee in the event you request any change to be made to your booking. The EUR(€) 200 administration fee shall apply per change requested

3. When requesting a change of customer, you must confirm that the new guest has read and agreed to these Terms.

4. Any and all items of transport, accommodation, and/or tourist services not ancillary to the transport or accommodation which are core components of your holiday booking ('**Package Component**') shall only be made available to the persons named on your Invoice and/or other relevant documentation and are non- refundable. TSW reserves the right to treat your holiday booking as cancelled and render it subject to cancellation charges in the event you sell, attempt to sell, or otherwise transfer any Package Component to a third party without TSW's prior written consent.

ACCOMMODATION SECURITY DEPOSIT

1. Upon arrival, the relevant accommodation provider or TSW will require a security deposit, information pertaining to which can be found on TSW website or in your invoice. This security deposit is for the entire booking in a single lump sum to offset any charges, fees, fines or other amounts incurred by your Group during your holiday; it is up to you and your Group to determine how this sum will be paid. Payment can be made by credit or debit card and will be refunded (less any sums deducted) at the end of your trip.

2. Amounts may be deducted from the deposit where a member or members of a Group act in such a manner as to cause nuisance or distress or danger to themselves or to other Guests or to third parties, even where no financial loss has been incurred

3. Any and all accommodation security deposit payments, whether refundable or not, shall be strictly between you and the accommodation provider. TSW cannot accept liability for the return or loss of such monies. However, TSW representatives shall be entitled to recover the cost of any damage or loss that is attributable to your conduct and/or fault, if necessary, before conclusion of your holiday and before your homebound transfer.

4. At check-in you may be required to sign the accommodation provider's terms.

INSURANCE

1. It is a condition of booking that all Guests must travel with a fully comprehensive travel insurance and/or winter sports holiday insurance under which they are fully covered prior

to departure. No liability will be accepted by TSW for any Guests travelling without adequate insurance.

2. Many insurance policies that have a winter sports section tend not to cover you for costs associated with events such as travel delays or piste closure due to too much or too little snow. Your insurance policy should cover you for medical expenses and cancellation charges. It is important that you check any policy thoroughly and it is a condition of your holiday booking that you are covered by a comprehensive insurance policy of at least equivalent cover to that suggested by us.

3. It is your responsibility to ensure that any purchased insurance cover is adequate for your particular needs and the needs of your Group if you are booking insurance on behalf of other Guests. It is also your responsibility to obtain additional cover if appropriate in line with any terms and conditions stated in any insurance policy you purchase, and to bring all necessary documentation with you on holiday.

4. Should you or any members of your Group fail to purchase travel insurance and/or winter sports holiday insurance as required by this section, or fail to purchase such insurance cover of at least the same level as suggested by TSW, you agree to release TSW from all possible liabilities and consequences in respect of any matters arising that otherwise would be covered and agree to indemnify and hold harmless TSW for any costs that would have been covered by the suggested policy. This means that you must pay for or reimburse us in respect of any costs arising from your failure to purchase a policy of comparable cover to that suggested.

5. Your insurance policy is only valid when you have paid your insurance premium. Your first payment to TSW does not include your insurance premium. To validate your policy, you must pay for it in full.

SPECIAL REQUESTS

1. Although we will endeavour to pass any reasonable requests on to our relevant suppliers we regret that we cannot promise that any requests will be complied with unless our suppliers have specifically confirmed this in writing to you.

2. Confirmation that a special request has been noted or passed on to the supplier, or the inclusion of the special request on your Invoice or any other documentation, is not confirmation that the request will be met. Special requests should be treated as unavailable unless and until specifically confirmed and are subject to availability.

3. Special requests do not form part of our contractual agreement and we will have no liability if they are not met.

PASSPORTS AND VISAS

1. It is your responsibility to have valid travel documents. You must ensure that you have a valid passport and any necessary visas to enter any country you are visiting, including transit stops, prior to your departure.

2. TSW cannot help you to obtain the correct passports, visas, or other documentation that you might need to enjoy the booking made through TSW.

THE SKI WEEK

AIRPORT COACH TRANSFERS

1. We often need to combine airport transfer routes to and from the resorts for passengers from arriving and departing flights on outbound and inbound journeys for the airport coach transfers. This means that you could experience additional waiting time for transfers on arrival at and return to the airport. In each instance we will do our best to keep waiting times to a minimum, but a waiting time of approximately two hours may be expected from the flight arrival time and the coach transfer departure. Similarly, in addition to the two-hour required check-in time, a waiting time of two hours may be experienced from arriving at the airport and the departure of your flight.

2. You must be aware that the coaches may stop to allow the driver a break or to change drivers in order to comply with legal requirements relating to driving hours.

3. If we are unable to drop you directly at your accommodation (e.g. due to narrow roads) you will be dropped as close as reasonably possible.

4. TSW cannot guarantee that an officer, employee, agent or intern ('**TSW Representative**') will be on-board each individual airport coach transfer.

5. All Guests on board an airport coach transfer to the resort agree to be bound by the rules and regulations of travel and to follow the reasonable instructions of the driver at all times. Failure to comply with any relevant legislation (e.g. rules relating to the consumption of alcohol or smoking while travelling by coach) or any reasonable request from either the coach driver or TSW Representative(s) will be treated as a breach of contract by the Guest(s) concerned. This may result in the holiday booking contract being terminated and/or the expulsion from the vehicle of the Guest(s).

6. Airport coach transfers are offered as a standalone option and are linked directly to published flight times. TSW will not, in any case, accept any responsibility for cancelled, delayed, rescheduled flight times or re-routed flights purchased through a third-party that affects the booked airport coach transfer. Should a booked flight be cancelled, delayed, have its flight times rescheduled or re-routed by the relevant airline, TSW cannot alter published airport coach transfer schedules in order to accommodate such changes since airport coach transfers provide transport for multiple inbound and outbound flights.

7. TSW will not monitor any changes to individual flight details. Should your flight be cancelled, delayed, rescheduled or re-routed by the relevant airline after an airport coach transfer has been booked, it is the responsibility of the Guest(s) to inform TSW.

8. When travelling by coach from the airport to the resort you must be at your pick-up point at the departure time, final details of which including the location of the pick- up point, will accompany your travel documents.

9. In the event that the relevant airport coach transfer is cancelled by TSW, the Guests will be offered a full refund of the airport coach transfer cost only thereby allowing Guests to use this refund towards making their own travel arrangements to and from the destination.

10. Regardless of mode of transport delays can occur. By choosing to travel by coach you acknowledge that due to weather conditions, mechanical failure, traffic, an accident or some other reason, the likelihood of delay often cannot, even with all due care, be predicted or prevented. Accordingly, we cannot accept liability for any inconvenience or expenses you may incur as a result of such delays.

11. In the event of a delay due to mechanical failure or an accident, we will take reasonable care to remedy the problem or to arrange an alternative vehicle as soon as possible. We will make every effort to operate coaches of the standard described but cannot accept any liability whatsoever on the basis of an inferior vehicle being used as a relief or replacement or in cases of unavoidable and extraordinary circumstances (as defined above).

YOUR LUGGAGE

1. Luggage will be stored in the hold of the coach and is not accessible during the airport transfer journey.

2. It is the responsibility of each individual Guest to ensure the safe loading under instruction of the driver and unloading of their luggage on any coach. TSW cannot accept any liability whatsoever for any luggage that was incorrectly loaded and subsequently damaged, or that was lost due to being left behind at the pick-up point.

3. Small hand luggage may be taken on board the coach to carry toiletries, passports, money and other valuables. TSW cannot accept any liability whatsoever for any items left on board the coach or for money and valuable items stored in the hold.

4. It is the responsibility of each individual Guest to claim their personal luggage from the hold upon arrival at the destination. TSW strongly advises you not to give permission to a third party to load or unload your luggage unless you are prevented from doing so due to medical or other reasons.

PHYSICAL FITNESS AND DISABILITY

Skiing, including travel within the resort, is physically demanding. If you or any member of your Group has any medical problem or disability which may affect any component of the holiday booking of that person, you must notify TSW of this medical problem or disability prior to making your booking so that we can advise you on the suitability of the chosen holiday. You must give us full details (if any) in writing prior to making your booking. If we in our absolute discretion feel unable to properly accommodate the particular needs of the person concerned we reserve the right to decline to accept, cancel or amend the booking.

YOUR CONDUCT

1. As soon as your online booking form has been submitted to us, you agree to accept responsibility for the good conduct of the Group as a whole. Without prejudice to the generality of the foregoing, you must specifically ensure that no Guest smokes in the hotel accommodation or apartment, or on board any public or private transport, or in any way causes a fire hazard or contravenes the local anti-smoking laws.

2. If, in our reasonable opinion or the reasonable opinion of the provider of any part of the services to which your booking relates, while on holiday your behaviour poses a danger to you or those around you, causes or is likely to cause damage to people or our property, the property of our suppliers or the property of third parties, breaches any local law, is abusive or threatening in any way, causes or is likely to cause a public nuisance or you do not follow the instructions or orders of any TSW representative, TSW reserves the right to immediately cancel your booking without paying you any refund or incidental travel costs whatsoever. This means, among other things, that:
    a. you may be required to leave any accommodation you have booked at any time during your booking (and you will be solely responsible for making your own travel arrangements. We will not be held liable to you for any expenses incurred by you after our contract with you has ceased); and/or

b. we reserve the right, in our absolute discretion, to ban you from any future The Ski Week or other DAY 8 Group event.

c. Please note that if you are rude and unpleasant to our staff at any point before or after you have made a booking with us then we reserve the right to take action against you including cancelling your booking and withholding such part of any refund as shall properly reflect the impact of your behaviour.

3. If you have caused or cause damage, then TSW reserves the right to withhold access to any particular Package Component until you fully indemnify or reimburse TSW in respect of the damage caused. If you have caused damage whilst on your holiday, you agree that you will be responsible for your own transport and accommodation including any alternative arrangements for those Guests who will not travel without you. In any of these circumstances:
   a. TSW will not make any refunds or pay you any compensation whatsoever, and;
   b. TSW reserves the right to make a claim against you and/or instigate criminal proceedings if your behaviour has resulted in additional costs to us.

4. Please note that if you are rude and unpleasant to our staff at any point before or after you have made a booking with us then we reserve the right to take action against you including cancelling your booking and withholding such part of any refund as shall properly reflect the impact of your behaviour.

5. If any particular Package Component supplier considers you or any of your Group to be disruptive, they can refuse to allow you to proceed with that particular Package Component.

6. The nature of some of the activities you may choose to participate in during your holiday may involve a degree of personal risk. You accept by purchasing a holiday from TSW, your purchase is solely and fully at your own risk and accept that you are responsible for your own actions. With accepting these terms and conditions you also accept full responsibility for any damage, loss or expense caused by you or any person named on your booking.

7. TSW acknowledges that guests may wish to consume alcohol. You must, however, do so responsibly and TSW accepts no liability to you for any injury, loss or damage you suffer as a result of your judgment being impaired wholly or partly by alcohol or drugs.

8. TSW operates a zero tolerance drug policy. If you are found in possession of illegal substances, TSW reserves the right to cancel your booking without paying you a refund. This means (among other things) that you could be made to leave the accommodation you have booked at any time during your booking. TSW reserves the right to inform the relevant law enforcement authorities as we see fit.

9. You are solely responsible for your personal possessions and property; it is your sole and full responsibility to look after your personal belongings. Where you lose any item of your personal possessions, whilst we do everything possible to locate lost property we cannot guarantee to do so, nor can we guarantee to be able to arrange for your property to be returned. You should email info@theskiweek.com with any inquiries relating to lost property. In the event that we are able to locate lost property and arrange for its return, all costs incurred as a result of doing so must be paid to us in advance along with an administration fee of £25. TSW reserves the right to increase the administration charge for the return of lost property for bulky items with special dispatch costs. TSW accepts no

liability and cannot be held responsible for the safety of your personal possessions and any lost property in any circumstance whatsoever as it is your personal responsibility to look after your belongings.

IMAGE COLLECTION

1. TSW may collect still and video images of you during the course of your holiday for advertising and promotional purposes. By booking through TSW you agree that such images may be collected and used by TSW however TSW sees fit including commercial use and sale of the images. However, we will not use images of you or your party if you notify us in writing of your wish not to be photographed no later than 5 days prior to the first day of the trip. The images may be cropped, altered, combined or otherwise edited. You also agree that TSW will retain ownership of all rights in connection with such images.

2. TSW reserves the right to assign, grant, transfer or otherwise give to a third party the rights and ownership in such images collected. This shall extend but shall not be limited to employees, independent contractors and other entities or persons that are authorised by TSW to capture content for any authorised purpose, whether for commercial or personal use.

3. If you do not wish to be on camera or video this should be brought to the attention of TSW by sending an email to info@theskiweek.com before the commencement of your holiday. This should include the name and contact details of the person who does not wish to be photographed or videoed along with your booking number and contact details.

4. By booking through TSW, you agree that any still and video images you capture during the course of your holiday will be used for personal purposes only. Unless you obtain written permission by TSW, you agree and guarantee that you will not under any circumstance use any such content for any commercial purposes whatsoever. This does not prevent you from using content captured under this clause for your own personal uses and across your personal social media channels. Where you breach this clause, TSW reserves the right to enforce removal of this content.

OUR RESPONSIBILITY

1. When you book arrangements with TSW, even though we act as an undisclosed agent for suppliers we voluntarily accept that this is a "package" falling within the Package Travel and Linked Travel Arrangements 2018 ('**the Package Travel Regulations**') for all bookings made within the European Economic Area (EEA). We will voluntarily extend our obligations to you to those which exist under the Package Travel Regulations to increase your protection and security.

2. TSW accepts responsibility for ensuring that services offered and carried out are of a standard reasonably expected by a person skilled in offering and carrying out such services. We will use reasonable care and skill to perform our contractual obligations to you according to the laws and regulations of the country where your holiday takes place.

3. TSW will take reasonable care to ensure that reputable suppliers and businesses provide the services that make up your holiday. These organisations follow local and national regulations and laws of the country in which they operate. You agree that overseas safety standards or the standard of any component of your package holiday booking may differ from those in your home country and in some instances may not meet the standards you are accustomed to at home.

4. Our obligations, and those of our suppliers, in respect of reasonable care will be complied with in accordance with local law or, in the absence of this, local custom. Compliance with any

applicable regulatory requirements will constitute proper performance on the part of TSW in the discharge of its duties and obligations under these terms and conditions.

5. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in your package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both.

6. TSW will not be liable where any failure to perform or improper performance of the travel services is due to:

    a. you or another member of your party; or

    b. a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or

    c. unavoidable and extraordinary circumstances (see definition above).

7. Our liability is, in all cases save for death or personal injury, limited to 3 times the price of the holiday booked. Our liability will also be limited in accordance with and/or in an identical manner to:

    a. The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking. Please contact us for copies; and

    b. Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any other applicable conventions.

    Any sum received by you from suppliers will be deducted from any sum paid to you as compensation by us.

8. If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances (see definition above), we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of 3 nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

9. TSW will not be liable for the compensation of any lost flights or reimbursement of flight costs.

10. Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier to which any international convention or regulation applies, the maximum amount of compensation TSW will have to pay you will be limited in accordance with any relevant international convention or regulations.

11. You are obliged to assist TSW in recovering from any third party any sum that may compensate us for any sums we pay to you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our liability to you. You must also provide us with all the assistance we may reasonably require.

12. TSW and those associated with it are not responsible for organising activities, excursions etc. on-site. Such activities will not form part of your package arrangements. If you suffer illness or injury whilst overseas arising out of an activity that does not form part of the contractual package arrangements, we are not responsible for the provision of the excursion or activity or for anything that happens during the course of its provision by the operator.

13. Other than as is detailed in these Terms, we shall have no legal liability whatsoever to you for any loss or damage which you suffer arising directly or indirectly from any aspect of your package.

14. Where the holiday arrangements you have purchased from us do not constitute a package, our liability to you is limited to using reasonable care and skill in selecting the relevant service provider or supplier. We will not be responsible for improper performance of any obligation to be performed by them and your claim must be directed to them.

DISABLED CUSTOMERS AND CUSTOMERS WITH SPECIAL REQUIREMENTS

1. It is important that you tell us about any special needs and requirements so that suitable arrangements can be made. TSW cannot be held responsible if you fail to tell us about special needs/requirements that may impact upon your holiday. As such, we will not compensate you in these circumstances. If you need support or advice prior to booking, please contact us prior to booking using the contact details available on our website.

2. If you have a medical condition, mobility problem or a disability which may affect your holiday, we may require a doctor's certificate or other documentation relating to such condition, problem or disability. Please provide us with full details of any such condition, problem or disability in writing at the time of booking.

YOUR ACCOMMODATION

1. Only those Guests named on your Invoice can use the Package Components arranged by us under your holiday booking. You are not permitted to share any particular Package Component with any person not named on your Invoice. You agree not to damage any accommodation and to abide by any local laws, particularly in relation to noise.

2. You Shall be liable in the first instance for any claims against the Group. You or your Group may be denied any return boarding of transport if you refuse to pay or to undertake a commitment to pay on your return home.

USE OF VEHICLES

1. When making your booking you may decide to book an event that utilises vehicles such as but not limited to RVs ("**Vehicles**"). In making such a booking you confirm that at least 1 person within your booking party is currently in possession of a valid driving license that can be used in the destination of your event.

2. Upon arrival, the Vehicle provider or TSW will require a security deposit, information pertaining to which can be found on TSW website or in your invoice. This security deposit is for the entire booking in a single lump sum to offset any charges, fees, fines or other amounts incurred by

your Group during your holiday; it is up to you and your Group to determine how this sum will be paid. This will be refunded (less any sums deducted) at the end of your trip and payment can be made by credit or debit card.

3. The holder of a valid driving licence accepts they may be required to drive the Vehicle from time to time, and as such should be prepared to do so at the point of booking on the event.

4. Drivers of Vehicles do so at their own risk, and shall use the reasonable care and skill that would be expected of one entrusted with the safe transport of passengers in a personal capacity. This includes but is not limited to refraining from driving whilst under the influence of alcohol, drugs or any other substance that may impair your ability to safely and responsibly take charge of the Vehicle.

5. The entire Group on board the Vehicle is to take responsibility for ensuring that designated driver complies with the requirements of this section. In doing so the passengers of the Vehicle shall assume a duty of care to the driver in the event the driver is under the influence of drugs and alcohol and shall prevent the driver from taking control of the vehicle.

6. TSW accepts no responsibility for any damage or loss caused by the driver whilst under the influence of drugs or alcohol where TSW was not aware of the situation. If made aware of such facts, TSW shall use its best endeavours to ensure the safety of the passengers and driver.

7. TSW accepts no responsibility for any damage or loss arising through the missing out of events or activities by the Group due to the driver being prevented from driving by reason of being under the influence of drugs and alcohol or otherwise being unfit to drive.

DEALING WITH PROBLEMS AND COMPLAINTS

1. TSW maintains the highest standards. If you are unhappy with any element of a booking made through TSW, you must address your complaints to a member of TSW's staff as well as the supplier at the earliest possible opportunity. We will then attempt to find an appropriate solution. Please allow us a reasonable opportunity to rectify the problems you are experiencing. Many complaints can be rectified on the spot or will be referred to a more senior member of staff. Failure to register any complaint at this time is likely to affect your right to compensation.

2. If you are dissatisfied with how your complaint was addressed, please contact our London office within 28 days using the contact details provided on TSW website

FORCE MAJEURE

1. The risk of skiing being adversely affected by weather conditions has to be accepted. Where transport is arranged to other resorts the costs will be paid locally by you. TSW will not be liable for any loss, delay or costs connected with or arising out of adverse weather conditions, including but not limited to blocked roads and airline delays. If, as a result of unavoidable and extraordinary circumstances (as defined above), you miss your return flight and further accommodation is required, TSW will not be responsible for this cost. We strongly recommend you take insurance at least equal to that suggested by TSW which subject to the policy wording may cover these instances.

2. If, due to unavoidable and extraordinary circumstances (as defined above), including adverse weather conditions or circumstances, pre- booked ski packs, facilities, excursions

or tours are not available, we will have no liability in respect of this whatsoever. TSW will not issue refunds in respect of unused portions of the holiday, for example, journeys, transfers, car hires, empty accommodation, and unused ski packs. TSW Representatives are not authorised to promise or make payments to or vary these Terms.

WHAT YOU CAN EXPECT FROM OUR ACCOMMODATION

1. All accommodation is as per description on our website at the time of booking but this does not affect our right to amend any errors in pricing or description.

2. If you have arrived at your accommodation (pre-arranged through us or otherwise) by car, or on a flight with an airport coach transfer not pre-arranged and booked through TSW, it is a condition of your booking that you notify TSW of your estimated arrival time in advance of departure. In the event you fail to notify us in advance we cannot guarantee that your accommodation will be open and/or available for check-in on your arrival.

3. Check-in is usually between 1500 and 1700, and check out of rooms is usually between 0900 and 1000 irrespective of your time of departure. Not all accommodation will have 24-hour check-in facilities however some hotels and apartments are able to provide facilities for interim storage of luggage. Such facilities may be shared with third parties and TSW will not accept any liability for lost or stolen luggage in any circumstance whatsoever. There may be specific times your hotel or apartment reception is open and we cannot be responsible if you fail to obtain your keys before the reception closes. Many hotels and apartment owners and managers ask for a credit card imprint on check-in to cover incidentals.

4. Many properties are non-smoking and if you require specific information please ask us at the time of booking or ask the hotel or apartment reception at the time of check-in.

5. The use of some facilities in hotel and apartment complexes such as spa facilities, saunas, fitness facilities, and steam rooms may incur an extra charge. Where we have been informed of this it has been stated in the description at the time of booking however this is often charged by those running the hotel and apartment complexes and we are not always informed. TSW will not accept any liability for any expenses you incur on extra facilities and if you require specific information please ask us at the time of booking or ask the hotel or apartment reception at the time of check-in.

6. TSW cannot guarantee that any fitness facilities provide the same range or type of equipment as a purpose-built gym. Many hotels have annexes which are sometimes in a separate building a short walk away. Please bear in mind that whilst many annexes provide access to the facilities of the property through which they are sold, rooms may not be of the same standard as the main property and this is usually reflected in the price. Our apartments may not be in the same building or next to each other and we cannot guarantee that all members of a Group will have apartments close to each other or even in the same building although we will take every reasonable step to accommodate all members of a Group together. Apartments are often privately owned and even in the same block vary in layout and size and in the actual furnishings they offer.

7. In most apartments a blanket, bed linen and pillows are provided for each bed but if you require specific information please ask us at the time of booking or ask the hotel or apartment reception at the time of check-in.

8. Most apartments, although well designed, are compact and prices listed are for using the maximum number of beds including two persons sharing a double bed.

9. Apartments in all destinations have kitchenettes which are compact and equipped with basic equipment and two or three knobs. Some also have worktop ovens. Guests are normally expected to make their own beds on arrival. As there is considerable variety and if you require specific information please ask us at the time of booking or ask the hotel or apartment reception at the time of check-in.

10. Bathrooms may not always contain full size baths, showers may not always have a tray or a curtain (which may not always be necessary), and soap may not be provided.

11. Hotels may lock their main doors at a specified time. If you require specific information, please check with the hotel what time this is especially if your arrival is likely to be late or if you are delayed en route.

12. Some apartment agencies require a returnable deposit on arrival. Your apartment agency deposit is held in case of extra cleaning, lost keys, damage charges, or incidentals and is refundable by the agency (minus any charges incurred after your apartment has been cleaned and/or your bill finalised) after you depart. The deposit can usually be paid by credit card and is returned to the same card. Not all agencies will accept credit card payments and if you require specific information please check with the apartment at the time of booking.

13. On arrival in your apartment please check the inventory to ensure that furnishings are present and in working order. Anything missing or broken must be reported to reception immediately or you may be charged for it. Please leave your hotel or apartment as clean as you found it.

14. We cannot guarantee room requests, and whilst we will use every reasonable endeavour to comply with such requests this may not be possible in each case and cannot be guaranteed.

OUR EVENT

1. Conditions in ski resorts can change unexpectedly. TSW reserves the right to change or alter the advertised programme and line up of all activities without prior notification or liability to refund in whole or in part.

2. You can pre-book equipment hire, ski and/or snowboard lessons and lift passes prior to your departure.

3. Any option being purchased must be paid for in full prior to 14 days before your departure to ensure that your booking is fully paid and that the booking is valid.

4. We aim to ensure the prices of pre-booked items are cheaper than those in resort but we cannot guarantee this. Purchasing in advance, however, allows you to spread the cost of your holiday more effectively and also saves you time on your arrival in resort. These items are sold separately and do not form any part of the Package Components. TSW acts as an agent for the suppliers of these items which do not form part of the package holiday provided by TSW. The relevant suppliers' terms and conditions shall apply in your transaction with the supplier and any equipment hire and lessons is subject to availability.

5. It is essential that your insurance covers you for hired equipment. Many hire shops offer top-up insurance and we suggest that you take this. Details of such top-up insurance will be displayed in the relevant shop and we suggest you carefully read the policy wording before purchasing any such top-up insurance. TSW will not be liable for any damage or

theft of hired equipment and any such matter must be resolved between you and the relevant hire shop and the relevant insurance company.

6. Once you have booked your equipment, lessons and lift passes, no cancellation refunds or alterations can be accepted. Please note that we cannot refund any part of your pre-booked service should you not use all or part of what has been booked.

DATA PROTECTION

1. TSW will use your personal data for the purpose of administration, statistical analysis, assessment and analysis, marketing, host mailing, customer services, customer profiling, analysing your purchasing preferences, and improving services. TSW may disclose your information to its service providers and agents for these purposes. You have a right to request a copy of the personal data TSW holds about you and to correct any inaccuracies in your information

2. TSW maintains a full privacy policy which may be viewed on TSW website at all times. By booking through TSW you agree to the terms of that privacy policy.

RESELLING

1. TSW does not permit reselling of its products without prior written consent. TSW does, however, work with a select group of country managers/curators who promote TSW's products in various locations.

2. If you believe your booking may have been resold in breach of these terms and conditions, please contact TSW's Customer Services Department.

TRADE MARKS AND OTHER INTELLECTUAL PROPERTY

TSW (or its licensor) own all intellectual property rights in the trade marks, trade names and logos used by it. You are not (and no member of your Group is) authorized to use any of those marks, names or logos without TSW's express prior written consent.

ENFORCEMENT

No failure or delay by TSW in enforcing these terms shall prevent TSW enforcing them at a later date or act as a waiver of its right to do so. Similarly, partial enforcement shall no preclude further enforcement of the same, or another, term at a later date.

FINANCIAL PROTECTION – FOR BOOKINGS MADE IN THE EEA ONLY

1. The Ski Week Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with " The Package Travel and Linked Travel Arrangements Regulations 2018" all passengers booking with The Ski Week Ltd are fully insured for the initial deposit; and the balance of monies paid (as detailed in your booking confirmation invoice) if The Ski Week Ltd goes out of business. The policy will also include repatriation where your holiday package includes return transport arising from the cancellation or curtailment of your travel arrangements due to the insolvency of The Ski Week Ltd.

2. This insurance has been arranged by AVS (Atlas Voyage Secure) Financial Conduct Authority reference no: 308488 and underwritten by Evolution Insurance Company Limited. Registered in Gibraltar No. 88737 with a registered office at 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA.

3. In the unlikely event of Insolvency, you must Inform Evolution of your claim submitting in writing to: Evolution Insurance Solutions Ltd, 53A High Street, Saffron Walden, Essex CB10 1AA or via email to claims@evo-insurance.com . Please ensure you retain the booking confirmation and any other receipt or documents as evidence of cover and value.

4. Policy exclusions: This policy will not cover any monies paid for travel insurance or any claim relating to air flights. If you have booked flights as part of your travel, you should ensure that the company with which you booked the flights has the appropriate CAA/ATOL bonds in place.

5. Please note: if the booking was not made in the EEA, this scheme of financial protection will not apply to you.

SEVERABILITY

If any provision or part of a provision, of these booking conditions is found by any court or authority of competent jurisdiction to be unlawful, otherwise invalid or unenforceable, such provision or part- provision will be struck out of these booking conditions and the remainder of these booking conditions will apply as if the offending provision or part-provision had never been agreed.

ASSIGNMENT

You may not transfer or assign any of your rights or obligations under these booking conditions without TSW's prior written consent.

JURISDICTION

1. Your contract with TSW shall be governed exclusively by the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to adjudicate upon any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes and claims)

2. Alternatively, if you are a resident of Scotland or Northern Ireland then you may choose the jurisdiction of the courts of Scotland or Northern Ireland.

COVID-19

The Ski Week maintains a strict COVID-19 Policy for the protection of our guests, our staff and the public. The following terms apply to your booking regarding COVID19.

1. All guests will be required to demonstrate their vaccination or testing status on arrival at TSW check-in. The requirements for attending TSW will be updated regularly on TSW COVID Policy page and communicated to guests in advance by email.

2. Guests who are found to have fake COVID-19 documents at TSW check-in will not be permitted to join the event and will not be eligible for a refund.

3. Guests may be required to undergo rapid lateral flow testing at TSW check-in as an extra precaution. This will be conducted at no additional cost to you.

4. Guests who test positive at check-in or during the event with a rapid flow COVID test will be offered the opportunity to take a PCR test. This will be at your own expense, TSW will recommend a suitable testing centre. While awaiting results of the PCR test the guests will be expected to self isolate and not attend any TSW events. If the PCR test is negative you will be able to re-join TSW events.

5. Guest who chose not to take a PCR test after testing positive on a lateral flow test will not be permitted to re-join TSW events and will not be eligible for a refund.

6. If you test positive on a TSW event you will no longer be permitted to attend TSW events and will be required to self isolate as per the rules of the destination country. This will be a minimum of 10 days and will be at the guest expense. You will no longer be able to stay within TSW accommodation and you will not be eligible for a refund of credit for lost days on the event.

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