

BOOKING TERMS AND CONDITIONS

These Booking Conditions form the basis of your contract with Exceptional Ski. Please read them carefully. In these Booking Conditions, 'you' means the first named person on the booking (who must be at least 18). 'We' means Exceptional Ski LLP.

THE BOOKING PROCESS

Once we have received and enquired and discussed your requirements, we will send you a detailed holiday quote. If you wish to make a booking following receipt of a quote, we will then send you a booking form, which should be completed and returned to us with a deposit. This is usually 30% of the total holiday cost, unless booking within 10 weeks of departure date, in which case you must pay the full holiday cost. Once we have received the booking form and deposit, we will send you an invoice showing details of your holiday and the remaining balance. The final balance is due 8 weeks before departure, as well as payment for any extras you may require, such as lift passes (these can either be purchased in advance or in resort). Once we have received the full balance, you will be sent a booking confirmation.

PAYMENT METHODS

We accept the following methods of payment:

- cheque
- bank transfer

Where you opt to book low cost or scheduled flights that we have selected on your behalf, your credit/debit card can be used to book these, but we regret that we do not accept credit/debit cards otherwise.

WHAT IS INCLUDED in your Exceptional Ski Holiday/weekend

Unless otherwise stated, your holiday includes:

- The in-resort services of Exceptional Ski staff
- One day ski orientation, available to those competent and confident on red run and above only, and subject to local weather conditions

NOT INCLUDED in your Exceptional Ski Holiday/weekend

- Wintersports insurance (we require that you and all members of your party hold a valid wintersports insurance policy prior to departure)

Unless specifically requested:

- Lift pass, equipment hire and lessons

YOUR CONTRACT WITH EXCEPTIONAL SKI

Once we have received your completed booking form and deposit, and we have dispatched the holiday invoice to you, a binding contract is formed between us. On receipt of the invoice, all holiday details should be checked thoroughly and we must be notified of any discrepancies within 7 days. On signing the booking form, you are agreeing to pay the cost of the whole holiday, on behalf of and with the consent of all persons in your party. You are also responsible for keeping all party members informed of the booking details.

This contract is governed by English Law and is subject to the exclusive jurisdiction of the Courts of England and Wales. We regret that we cannot accept liability if we are not notified of any errors within 7 days of our dispatching the invoice.

CANCELLATIONS

Should you or any member of your party wish to cancel your holiday, you must inform us in writing. Cancellation charges are as follows, and take effect from the date that we receive your cancellation letter.

56 days	Deposit/30% of holiday cost, whichever is greater
29 - 56 days	80% of holiday cost
0 - 28 days	100% of holiday cost

These figures exclude amounts for invoiced extras such as lift passes and ski school, which are not refundable in the event of cancellation.

Please note that where we confirm a ski school reservation on your behalf you personally enter into a contract direct with that ski school.

BOOKING ALTERATIONS

If you wish to make any changes to your confirmed holiday, we will endeavour to assist although any additional costs incurred as a result of the change must be borne by you, and we cannot guarantee that we will be able to meet any particular request. Any alterations made within 8 weeks of your departure are deemed to be cancellations, and the changes treated as a new booking.

COMPLAINTS AND ARBITRATION PROCEDURE

If you have a complaint during the course of your holiday, you must bring it immediately to the attention of the Exceptional Ski resort staff in order that they can try to resolve it. While our staff will do their best to resolve the matter, if you are still dissatisfied, then you must make a complaint in writing within 28 days of your return date. We regret that we cannot accept liability for any claims which are not notified entirely in accordance with this clause.

CANCELLATION AND AMENDMENT BY EXCEPTIONAL SKI

We have to reserve the right to cancel or make changes to your holiday. In the unlikely event, we will offer you either a full refund or the choice of another holiday of a similar price. We are not liable for any changes or cancellation of your holiday due to 'force majeure' as defined below or where we have not received the balance due within 8 weeks of the departure date.

OUR LIABILITY TO YOU

1. We promise that all parts of the holiday that we have agreed to provide to or arrange for you as part of our contract, are provided with reasonable skill or care. If you intend to make a claim, it is your responsibility to prove that reasonable skill or care has not been used by us in the provision or arrangement of the services in question.
2. We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from the following:
 - i) The fault of the persons(s) affected or any member(s) of their party or
 - ii) The fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or
 - iii) An event or circumstance which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care (see 'Force Majeure') or
 - iv) The fault of anyone who is not carrying out work for us (generally or in particular) at the time.
3. We will not be responsible for any loss of enjoyment or any problems you suffer which do not result from any breach of our contract or other fault of ourselves, or because of a reason you did not tell us about when you booked your holiday.
4. Ski orientation is a service offered by us to help you get to know your way around the ski area. You are responsible for assessing whether you have the confidence and ability set out in our requirements for joining the ski orientation. If at any time you choose to leave the group, you

are responsible for making your way back to resort. We will not be held responsible for any accident or injury sustained by you during the ski orientation.

5. Where we arrange activities with a third party supplier, you enter into a contract with that supplier, and we will not be held responsible for any injury, illness, death, loss, or damage sustained during the activity. Please ensure you have adequate insurance cover for the activity in which you partake – certain activities may be classed as 'dangerous/hazardous' within the terms of your insurance policy.
6. Where we are found liable for any loss of and/or damage to personal possessions, we will not pay compensation, as you are assumed to have taken out adequate insurance at the time of booking.
7. Where any claim or part of a claim concerns or is based on any travel arrangements (including the process of getting on and off the transport concerned) provided by an air, sea rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention which applies to the travel arrangements or hotel stay in question as governed by the Warsaw Convention, Hague Protocol or Athens convention. When making any payment we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

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'. In these booking conditions 'Force Majeure' means any event that we or the supplier of the service(s) in question could not, even with all due care, foresee or forestall. Such events may include (by way of example and not by way of limitation) war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, fire, adverse weather conditions, and all similar events.

YOUR LIABILITY TO US

When making a booking you are agreeing to behave in such a way as to not cause distress, damage, danger or injury to other clients, property, Exceptional Ski employees or any third party. Should these contractual agreements be breached, we reserve the right to terminate your contract with immediate effect. We shall be entitled to recover any cost incurred due to your actions. Refunds will not be issued under these circumstances. By requesting chargeable services before or during your holiday, you are guaranteeing payment and are therefore liable for these costs.

HEALTH, PASSPORTS AND VISAS

It is your responsibility to ensure you have the necessary documents for travel, and that you are deemed fit to travel. Exceptional Ski accepts no liability for any loss or inconvenience caused as a result of your failure to take reasonable care in this respect.