

Booking Conditions

Changes to Price, Brochure and Website Details

We reserve the right to make changes to and correct errors in advertised prices and other information at any time before your holiday is confirmed. We'll advise you of any error of which we are aware and of the then applicable price at the time of booking. You must therefore check all details of your chosen holiday (including the price) with us at the time of booking.

Deposits

USA/Canada/Japan: To confirm your booking we require a deposit of £150 per person or 15% of the holiday price, whichever is greater.*

Europe: To confirm your booking we require a deposit of £75 per person for apartment bookings, £150 per person for hotel bookings or 20% of the holiday price, whichever is greater.*

*Deposit amounts may be higher if we have to make non-refundable commitments for you at the time of booking. Don't worry, we'll tell you in good time if this is the case.

Payment

The balance of your holiday cost must reach us no later than 10 weeks before departure. This date is shown on your confirmation/account. In the case of bookings made within ten weeks of departure full payment must be made at the time of booking. If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we'll be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges detailed below depending on the date we reasonably treat your booking as cancelled. All monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on our behalf until they are paid to us or refunded to you. If you chose to pay your holiday balance by credit card we'll charge a 1.5% fee for all transactions.

Your Contract

A binding contract between us comes into existence when we issue our confirmation invoice to the party leader or your travel agent. This contract and all matters arising out of it are governed by Scottish law. If you live in England, Wales or Northern Ireland, proceedings may be brought in the Courts of your home country and in this event, you may choose to have your contract governed by the law of England or Wales/Northern Ireland as applicable. In all cases, any dispute, claim or other matter which arises out of or in connection with this contract or your holiday may be dealt with under the ABTA Arbitration Scheme (see below).

Amendments and Cancellations

1. By Us

Whilst we always endeavour to avoid changes and cancellations to confirmed holidays, we must reserve the right to do so. Most changes are minor. Occasionally, we have to make a 'significant change'.

If we have to make a significant change or cancel, we'll tell you as soon as possible. If there is time to do so before departure, we'll offer you the choice of the following options:

- accepting the changed arrangements.
- purchasing an alternative holiday from us of the same standard to that originally booked if available. If the only alternatives available are at a higher cost than originally booked then we'll require payment of the additional costs. If this holiday is cheaper than the original one, we'll refund the price difference.
- cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel, we'll pay you the compensation set out below subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or if the change made is a minor one.

Period of notification before departure	Compensation per adult
More than 8 weeks	Nil
Within 8 weeks	£20
Within 6 weeks	£30
Within 4 weeks	£40
Within 2 weeks	£50

2. By You

Should you decide to alter your booking after our confirmation has been issued we'll do our best to accommodate you. If any member of your party is prevented from travelling, that person may transfer their place to someone else (introduced by you) providing we are notified not less than two weeks before departure. Where a transfer to a person of your choice can be made, or where we are able to make an alteration at your request, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £25 must be paid before the transfer or alteration can be effected. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after flights have been held for any reason, these charges are likely to be the full cost of the flight.

If you cancel your booking prior to departure then the following charges will apply:

70 or more days	Loss of deposit
From 43 to 69 days	35% of holiday cost
From 31 to 42 days	50% of holiday cost
From 22 to 30 days	75% of holiday cost
21 days or less	100% of holiday cost

Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and any amendment charges. Insurance premiums and any amendment fees are not refundable in the event of the person(s) to whom they apply cancelling. Notice of cancellation must be received in writing and will be effective when it is received by us. Clients are strongly recommended to take out travel insurance offering protection against cancellation. Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/or any concessions agreed for your booking were based, we'll recalculate these items and re-invoice you accordingly.

Complaints and Disputes

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform the supplier of the service(s) in question, or Ski Independence. You should then follow up any complaint in writing to us within 28 days of your return to the UK. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability for any complaints that are not notified entirely in accordance with this clause. Disputes arising out of, or in connection with this contract which cannot be amicably settled may be referred to arbitration if you so wish under a special scheme arranged by the Association of British Travel Agents and administered independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com). This scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and statement of claim must be received by the Chartered Institute of Arbitrators within 9 months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, although the ABTA Code does not require such agreement.

Force Majeure

Except where otherwise expressly stated in these booking conditions, 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 or

you otherwise suffer any damage or loss (as more fully described in 'Liability' below) as a result of 'force majeure'. In these Booking Conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

Liability

1. We promise to make sure that all parts of the holiday we have agreed to arrange, perform or provide as part of our contract with you are arranged, performed or provided with reasonable skill and care. We'll accept responsibility if any death, personal injury, failure or deficiency of your holiday arrangements is caused by any failure by ourselves or our employees (providing they were at the time acting within the course of their employment) or our agents or suppliers (as applicable) to use reasonable skill and care in performing or providing the service in question. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim. We'll 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 any of the following:

- the fault of the person(s) affected or any member(s) of their party or
- the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or
- 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 above)
- the fault of anyone who is not carrying out work for us (generally or in particular) at the time.

2. Where any claim or part of a claim 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 or any stay in a hotel, the maximum amount of compensation we'll have to pay you will be limited. The most we'll have to pay you for that claim or that 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 (for example, the Montreal Convention, the Warsaw Convention as amended for international travel by air and/or for airlines with an operating licence granted by an EU country, the EU Regulation on Air Carrier Liability for national and international travel by air, the Athens convention for international travel by sea). 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.

If you or any member of your party suffers illness, injury or death, through misadventure, as a result of an activity which does not form part of your contracted holiday arrangements, we'll provide you with all reasonable assistance. This assistance may include our making a contribution towards your initial legal costs in taking action against the person(s) responsible providing you request this within 90 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £5,000 per booking form. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

Flights

When information as to airline, aircraft type and airport of destination to be used in connection with any flight included in your holiday is provided at the time of booking or subsequently, it is subject to change. Any such change will not entitle you to cancel or change to other arrangements without paying our normal charges.

Validity

The holidays covered by this booking form operate within the period 1 November 2010 to 31 May 2011.