

# SNOWSCAPE :: BOOKING TERMS AND CONDITIONS

The aim of these booking conditions is to explain where you stand as a customer should you have any queries at all about your booking.

Unless otherwise stated at the time of booking (for example, where we are acting as an agent for a principle in which case their terms and conditions will apply), all holidays detailed in our brochure and on our website are arranged by Snowscape Ltd and your contract is with, and liability for the provision of your holiday whether contractual or otherwise, rests with Snowscape Ltd (Us).

Once you have booked your holiday, all the information in our brochure or on our website connected with your holiday, and these booking conditions in particular, form the basis of the contract between Snowscape Ltd and you and the other people on your booking. Snowscape and Alpine Golf are trading names of Snowscape Ltd, 6 Pierpoint Street, Worcester, WR1 1TA. Registered in England No.3800390.

## 1. MAKING A BOOKING

All bookings are accepted by Snowscape subject to these booking conditions and brochure and website information.

When you make a booking, we require a deposit of £100 per person (or full payment if booking within 8 weeks of departure).

Once you have booked, within 7 days we will issue a confirmation invoice confirming the holiday details and price. A contract will then exist between you (lead booking name) and us. Please check the details on your invoice carefully. You are responsible for ensuring the accuracy of all personal details of you and any other persons travelling on your booking. Contact us immediately if any information appears to be incorrect as it may not be possible to make changes later. We do not accept any liability if we are not notified of any inaccuracy in any document within 7 days of our sending it out. In all cases, you are deemed to have accepted these booking conditions.

Full payment less any deposit pre-paid must reach us **not less** than 8 weeks prior to departure. The lead party member as appears on the confirmation invoice shall be liable for full payment. If payment is not received in full by the due date, we reserve the right to treat the booking as cancelled by you, retain the deposit paid and levy cancellation charges as set out. If you book within 8 weeks of departure, the total cost of the holiday must be paid in full. The minimum age of travel is 18 years of age.

## 2. PRICES

All prices advertised are correct at the time of publication. Prices are based upon prevailing exchange rates and we reserve the right to change prices from time to time. Prices are subject to variation if there is an increase due to government action (such as an introduction of a levy to produce additional financial protection), a change in exchange rates or increases in transportation costs or fuel prices. We reserve the right to increase the price of your holiday after you have booked but no later than 30 days before departure.

In the unlikely event of any increase in the holiday price, we will forward an amendment invoice. In any case, we will absorb an amount equivalent to 2% of the holiday price which excludes any insurance premiums and any amendment charges. If surcharges exceed 10% of the original holiday price you may exercise the option to cancel your holiday arrangements and receive a full refund.

Please note that we levy a 2% (max £20) credit card fee, 2.5% American Express fee and no fee for debit cards or payment by cheque.

## 3. CHANGES TO THE BOOKING BY YOU

If, after we have issued the confirmation invoice, you wish to change to another date or alter your booking in any way, we will do all we can to make the necessary arrangements, provided we receive confirmation of the change from the party leader in writing and at least six weeks before the departure date. Any changes to your reservation attract an administration payment of £15 per person. Name changes are not always allowed by airlines and, whilst we will do our best to change the details, some airlines treat name changes as cancellation and charge accordingly. Flight arrangements made by us are subject to the booking conditions of the ATOL holder for whom we act as agents.

## 4. CHANGES BY US

Occasionally changes may be made which we reserve the right to do so at any time. Most of these changes are minor and we will advise you at the earliest opportunity.

When a major change occurs (such as a reduction in the standard of accommodation), provided it does not arise from circumstances beyond our control (force majeure), you will have the choice of either accepting the change of arrangements, taking another available holiday from us or cancelling your holiday and receiving a full refund. Where a major change occurs, we will pay compensation for each full fare paying passenger as follows:

Period before departure	Compensation per person
More than 8 weeks	Nil
4 to 8 weeks	£15
2 to 4 weeks	£25
Less than 2 weeks	£30

Important Note: Compensation will not be payable if we are forced to cancel or in any way change your holiday due to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other circumstances amounting to force majeure.

On very rare occasions, the accommodation we reserve for you may not be available on arrival owing to an incident or occurrence beyond our control. This may be something of which we may not have been notified in time to advise you prior to departure. If this occurs we / our agents will endeavour to provide an accommodation of equivalent standard in the same area.

## 5. CANCELLATION BY YOU

You or any member of your party may cancel your booking at any time. Your cancellation must be in writing and is effective from the date it is received at our office. To cover the cost of processing the cancellation and to cover the risk that we may not be able to re-sell your travel arrangements, cancellation charges are payable by you as follows.

Period before scheduled departure date within which notification is received.	Percentage of total holiday cost
More than 56 days	Deposit
55 to 42 days	40%
41 to 29 days	60%
28 to 22 days	80%
21 to 0 days	100%
Departure date / no show	100%

If one person in a twin room cancels, we reserve the right to pass on the full cost of the twin room to the person using that room. We reserve the right to resell any part of a cancelled booking and this shall in no way prejudice our right to levy cancellation fees.

## 6. CANCELLATION BY US

We aim to provide your holiday as booked. However, we reserve the right to cancel your holiday in any circumstances. In this case, we will offer either a full refund or a replacement holiday of an equivalent or similar standard.

## 7. PASSPORTS AND VISAS

It is your responsibility to be in possession of a full 10 year valid passport and any necessary visas. Holiday companies and the UK Passport Office usually suggest that passports should be valid for at least 6 months after you return from travel. However, each country sets its own rules covering this and more information including visa requirements can be obtained from the embassy or consulate of the country you plan to visit before you travel. For general visa and travel advice, visit the foreign office website at [www.fco.gov.uk/travel](http://www.fco.gov.uk/travel).

## 8. SPECIAL REQUESTS

If you have any special requests, they should be clearly stated at the time of booking. We will endeavour to forward any reasonable requests to the relevant supplier. However, we cannot guarantee that any special requests will be met and failure to do so will not be a breach of contract on our part.

## 9. HOTEL AND SAFETY STANDARDS

It is the requirements and standards of the country in which any services are provided which apply to those services and not those of the UK. Generally, these requirements and standards will not be the same as the UK and may sometimes be lower. The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply. Please note that twin rooms in Austria are 'Austrian Twin' rooms comprising two separate mattresses within one bed frame with separate bedding. Check-in times are generally from 1500 and check out is by 1000.

## 10. DAMAGE

The party leader named on the confirmation invoice undertakes to pay for any damage as a result of his/her actions or the actions of any member of his/her party to any property. You undertake to behave in an orderly fashion and in such a manner so as not to cause distress, damage, danger or injury to other clients, property, our employees or any third party. The contract of any client in breach of this clause shall be terminated forthwith and we shall have no further contractual obligations. We will not pay compensation, refunds or meet any expenses incurred as a result. Furthermore, we shall be entitled to recover the cost of any damages caused by you.

## 11. LIABILITY

(1) Except where we act as an agent in relation to any booking we take or make on your behalf, we will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers perform or arrange your contracted holiday arrangements negligently, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday), we will pay you reasonable compensation. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(2) Where we act as an agent in relation to any booking we take or make on your behalf, your contract is with the supplier and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith.

(3) In either event, we will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-  
(a) the act(s) and/or omission(s) of the person(s) affected;  
(b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or  
(c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or  
(d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

**(4) We limit the amount of compensation we may have to pay you if we are found liable under this clause:**

- (a) loss of and/or damage to any luggage or personal possessions and money,**  
The maximum amount we will have to pay you in respect of these claims is £25 per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.
- (b) Claims not falling under (a) above and which don't involve injury, illness or death**  
The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
- (c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel**

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging 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 the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) 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.

(5) It is a condition of our acceptance of liability under this clause in accordance with the complaints procedure set out in these conditions.

(6) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(7) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) any business losses.

(8) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

## 12. FORCE MAJEURE

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure. Transport on an aircraft, coach, train or ship is subject to the conditions of carriage of that company, some of which limit or exclude liability. These conditions are often the subject of international agreements between countries and copies of the conditions that apply to your holiday journey may be made available for inspection at the office of the carrier concerned.

## 13. SKIING, SNOWBOARDING AND OTHER ACTIVITIES

Subject to clause 11 above, if you ski or snowboard or partake in any activity with a representative of Snowscape Ltd whether on an organised session or not, we will not accept any responsibility for injuries howsoever caused. At all times, you must use your own judgement and ability and skiing and snowboarding and participation in any event is at your own risk.

## 14. RESORT MANAGERS

Please note that we only offer in-resort representation in the resorts of Fieberbrunn and St Johann in Tirol (and other resorts as per our brochure and website). For clients travelling to other resorts, please note that services of a resort manager are not included. These resorts are intended for experienced skiers and snowboarders of a more independent nature. Full pre-departure information packs and ski pack vouchers together with emergency contact telephone numbers will be sent to you. In-resort representation may be provided by one of our local suppliers or agents.

## 15. MEDICAL AND HEALTH

You should take health advice about your specific needs as early as possible. The Department of Health ([www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers)) issues a free leaflet 'Health Advice for Travellers'. It is recommended that you obtain the European Health Insurance Card (EHIC – formerly E1-1) from the Post Office or Department of Health ([www.dh.gov.uk](http://www.dh.gov.uk); 0845 606 2030) prior to travel which assists in reciprocal emergency medical treatment in EC countries. Note that this is not a substitute for insurance and comprehensive insurance must be taken. For treatment in any country you will need to produce your passport.

The Foreign and Commonwealth travel advice unit issues information about your holiday destination. You can check this information at [www.fco.gov.uk](http://www.fco.gov.uk) or by telephone 0845 850 2829. Know Before You Go: For further advice before you travel overseas, check out the FCO web site at [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo).

## 16. TRAVEL INSURANCE

Travel insurance is essential and it is a condition of booking that you and all members of your party have adequate winter sports insurance. We will not be responsible for meeting any sums which would have been covered had you taken comprehensive winter sports travel insurance. A comprehensive winter sports travel insurance policy is one that has additional cover for skiing and snowboarding as well as medical expenses, emergency assistance, repatriation, personal liability, travel delay, missed departure and cancellation and curtailment. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs.

## 17. BROCHURE AND WEBSITE ACCURACY

All details in our brochure and on our website are checked for accuracy at the time of publication. However, changes can take place that are beyond our control. If you have already booked, we will do our best to let you know about any significant changes.

Where possible, we use photos of standard rooms which represent the type of accommodation available. Not all rooms will be the same and room sizes will vary. Please note that adverse weather such as high winds or too much snow may result in the closure of ski lifts, toboggan runs and other amenities. Some facilities are not always available in low season. This is beyond our control and we do not accept liability.

## 18. AIRPORT TRANSFERS

Transfer times are approximate and represent the average travelling time between the destination airport and the resort. Occasionally, delays occur which are beyond our control due to weather, peak season traffic, adverse road conditions. Homebound transfers may depart earlier than normal to take into account these factors. Should you wish to travel at a later time than advised, we will ask you to indemnify us against, and we will not be liable for, any additional costs incurred as a result of missed flight departure.

If you miss a flight or your inbound flight is delayed due to circumstances beyond our control, we will try to arrange alternative transportation. However, we reserve the right to recover from you any costs we incur in making such arrangements. You may be able to reclaim this cost from your travel insurance provider.

## 19. IF YOU HAVE A COMPLAINT

We aim to provide you with the best holiday possible. Should a problem arise you must report it immediately or as soon as possible to the supplier of the service locally or to our local representative (where available). This gives us, or the supplier, the opportunity to resolve the problem immediately. If, after allowing the representative or supplier the opportunity to deal with the matter, you remain dissatisfied, you should contact us straight away by telephone/fax/ email and we will endeavour to assist. If you are still not satisfied on your return home, you should write to us and record your dissatisfaction formally in writing quoting your holiday booking reference number within 28 days of your return from holiday. In the event that you are in a resort without the services of a local representative, you must obtain written confirmation from the supplier of the complaint lodged.

We will not accept liability for any complaint not reported to our representative or local supplier, if such a complaint could have been resolved had it been reported in resort, nor for any complaint received at our office outside of the 28 day period.

Any dispute that cannot be amicably resolved, may be referred to arbitration under a special scheme devised for the travel industry by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability of client in respect of costs. The scheme applies for claims up to £5,000 per person or £25,000 for each party. It does not apply to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. Details of the scheme are available on request.

Our resort managers are not authorised to promise any refund in respect of a claim and no such promises will be binding with us.

## 20. FINANCIAL PROTECTION

Snowscape Limited is a member of the Travel Trust Association (No. R711X) which ensures that members adhere to a strict code of financial conduct. Clients' monies are held in a trust account and only released once your holiday is completed or funds have been transferred to another supplier (e.g. ATOL holder) that has 100 % financial protection. Air holidays provided by us are ATOL protected by the Civil Aviation Authority (ATOL No. T7099). In the unlikely event of our insolvency, your money will be protected. If you are on holiday at the time, arrangements will be made for you to complete your holiday and return home. The flights we provide are supplied by other ATOL holders and are protected by their bonds. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). Payments for flights are held by us in our Trust Account on behalf of the ATOL-holding flight supplier until the date we pass the money to that ATOL holder. They will then issue an ATOL confirmation invoice to confirm its contract with you. We will forward it to you no later than the day after it has been received.

## 21. JURISDICTION AND APPLICABLE LAW

These booking conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

## **SNOWSCAPE LIMITED PRIVACY POLICY**

Snowscape Ltd trading as Alpine Golf is committed to protecting your privacy and this Privacy Policy outlines the information we gather, how it is used and how you can opt-out. Snowscape Ltd is the sole owner of the information collected on this site and your information will not be sold, rented or leased to a third-party. You can remove your name from our list at any time and you can contact us if you have any questions about this policy by emailing: [skiandboard@snowscape.co.uk](mailto:skiandboard@snowscape.co.uk)

### **YOUR INFORMATION**

This refers to information supplied to us such as your name, email address, contact details, travel preferences, special needs, disabilities, dietary or any other requirements when you communicate with us or make a booking with us. This privacy policy also applies to the other members in your party and you are responsible for ensuring that other members of your party are aware of the content of our Privacy Policy and consent to your acting on their behalf in all your dealings with us. If you subscribe to our email newsletter, we ask for contact information - an email address at minimum, with the option to provide additional information.

### **NEWSLETTER**

The Snowscape Ltd electronic newsletter will be used regularly to inform you of upcoming offers, promotions, latest snows and related information.

The email addresses collected from subscriptions to the Snowscape Ltd newsletters are not sold, or disclosed to any third parties, other than our electronic newsletter agents who fulfil our electronic communications. This data will only be used by our business to send out Snowscape Ltd communications (for example, the Snowscape Ltd newsletters). You will not receive any mailings you did not request. The email addresses collected at [www.snowscape.co.uk](http://www.snowscape.co.uk) are stored on a secure server.

You can remove yourself from the Snowscape Ltd list at any time by emailing [skiandboard@snowscape.co.uk](mailto:skiandboard@snowscape.co.uk). Instructions for removal from these mailings are also included in each individual email message that is sent to you.

### **DIRECT MARKETING MATERIAL**

We may from time to time contact you by post with information on offers of goods and services, brochures, new products, forthcoming events or competitions. If do not wish to receive such information, you have the right to ask in writing not to receive direct marketing material from us. Once properly notified by you, we will take steps to stop using your information in this way.

### **INFORMATION SHARING**

We communicate with customers in relation to their current holiday bookings. This communication may be by e-mail, post, telephone, fax or other suitable medium. This communication is essential to the proper service of bookings and orders and must therefore take place regardless of the customer's consent to other (non-booking-related) communication. We communicate information about travelling customers on a need-to-know basis to airlines, hotels, transfer operators or any other service providers that fulfil a part of your holiday.

### **SITE VISITS, COOKIES and LOG FILES**

A cookie is a piece of data stored by your web browser containing data sent by a web server. Cookies allow us to identify your computer but not you personally and enable us to perform analysis on the way our site is used. This helps us to improve the operation of our site. You can set your web browser to refuse cookies. Whenever you request a page through your browser, navigation and clickstream data such as:

- your IP address
- browser and version
- operating System
- time and date
- the site from which you came

may be stored in a log file and/or database. Any search terms that you enter into www.snowscape.co.uk are also logged. This information cannot be used to identify specific individuals, and is only used for:

- Website and system administration
- Research and development
- Anonymous user analysis, and
- To provide accurate statistics to advertisers in the form of aggregated data

This information is kept on a secure dedicated server.

### **CONTESTS and SURVEYS**

From time-to-time our site may request information from users via surveys or competitions. Participation in these surveys or competitions is completely voluntary and you therefore have a choice whether or not to disclose this information. You may be asked to supply some personally identifying contact information (name, email address, address and/or phone number) and demographic information (for example age range). This information will only be used to notify winners of the contest/survey. Non-identifying survey information may be analysed and aggregated to provide an overview of the demographics of visitors to our websites.

When a survey appears on www.snowscape.co.uk , information is collected, compiled and analysed on an aggregated basis. Snowscape Ltd may share this aggregated data with advertisers or business partners. Any data collected may be used by our agents and ourselves. Snowscape Ltd hereby reserves the right to transfer any data collected in the event of an acquisition, full or partial, of the company or its assets.

### **LINKS**

Our web site may contain links to other websites not necessarily controlled by us. Please note that Snowscape Ltd is not responsible for the privacy practices of external sites. It is your responsibility to check the status of these sites and read the privacy policy of each and every web site that collects personally identifiable information.

### **SECURITY**

We have taken all reasonable steps to have in place appropriate security measures to protect your information.

### **WHAT IF YOU THINK WE HAVE INCORRECT INFORMATION OR YOU WOULD LIKE A COPY OF THE INFORMATION WE HOLD ABOUT YOU?**

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable which will not exceed £10. If you would like a copy of the information held on you please write to: Data Protection Compliance Officer, Snowscape Ltd, 6 Pierpoint Street, Worcester, WR1 1TA.

If you believe that any information we are holding on you is incorrect or incomplete, please write or e-mail us as soon as possible at the above address. We will correct any information which was found to be incorrect promptly. If you have questions regarding our privacy policies, or require assistance in opting out of our email lists, please contact email us at [skilandboard@snowscape.co.uk](mailto:skilandboard@snowscape.co.uk)

### **CHANGES TO OUR PRIVACY POLICY**

Any changes to this policy will be either posted on our website, brochure and/or made available on request. We will strive to ensure our practices comply with the most current available version of this Policy.