

Ski Morgins Holidays and Ski Morgins Educational are trading names of Ski Morgins Educational Ltd. Registered Office: 5-7 John Prince's Street, London, W1G 0JN. Company Number 3112542. VAT Number 670 5020 66. TTA No. T7734.

## CONTRACT

A contract will exist between you the client which expression shall include all persons on whose behalf the client books and us, Ski Morgins Holidays or Ski Morgins Educational (hereafter called the Company) when a signed completed booking form has been received together with a deposit or full payment as applicable and a confirmation invoice has been issued by the Company. The client signing the booking form shall be liable for full payment for all those persons to whom the booking form applies and for other persons the Company was subsequently requested to book and in respect of whom the Company issued an invoice. Once a contract is made the Company is responsible to the client to provide the holiday the client has booked and the client is responsible to the Company to pay for it, in each case subject to the terms and conditions below. Should flights be booked through us either as part of a package or as a separate item the Company will book the flights on your behalf with an ATOL holding agent for whom we act as agents and flight bookings are subject to their booking conditions. When a flight booking has been accepted by us, we shall issue to you an ATOL Receipt which confirms that the money for the flights is held by us on behalf of an ATOL holder; a contract will exist between the client and the ATOL holder once they issue a Confirmation Invoice which we shall send to you as soon as we receive it. All other arrangements are provided under a separate contract from the flight arrangements and will be invoiced separately.

## PAYMENT

We require a total deposit of £100 or it's equivalent per person, excluding infants under 2 years on the date of departure. The total balance shall be payable 12 weeks prior to departure. Payment may be made by cash, cheque (you should allow 5 working days for the cheque to clear), visa card, Mastercard, Switch, Delta or JCB card. In the case of a booking being made within 12 weeks of departure full payment will be due at the time of booking. In the case of telephone bookings being made within 2 weeks of departure a contract will come into existence immediately the Company orally confirms the booking. The client must still send a signed booking form to us and full payment will be due immediately and by making such a booking you are deemed to have accepted these booking conditions which form the basis of all contracts. If you make a booking through a travel agent you must still complete and sign a booking form and any money held by the agent will be held on behalf of the customer until confirmation of the booking is sent to the customer. Thereafter, any money held by the travel agent in respect of the booking is held on behalf of the Company.

Please note your holiday may be cancelled if you fail to make payment on time and you would then be liable for the cancellation charges set out below.

## PRICES

The prices quoted in this brochure are in pounds sterling unless otherwise stated and are intended as a guide only. The Company reserves the right to raise or lower any prices at any time before your booking is accepted. If, at the time of booking the price is different to that in the brochure you will be told the revised price applicable before the booking is made. Once a booking is made the price of the holiday is fully guaranteed and will not be subject to any surcharge.

## SPECIAL REQUESTS

If you have a special request that does not form part of the holiday described in this brochure such as dietary requirements or room allocation please advise us and we will always try and meet such requests but cannot guarantee to do so. In no circumstances will such requests be accepted by the Company to form part of our contractual obligations and the Company will not have any liability if they are not met.

## AMENDMENTS BY THE CLIENT

All amendments you wish to make must be confirmed in writing either to the Company or the travel agent through whom you originally booked. If you wish to change any details of your booking after we have sent confirmation of the booking we will do our best to accommodate the changes. If we are able to accept the changes we will charge an amendment fee of £25 per person for each booking change. A change of name for arrangements exactly as booked does not constitute an amendment unless flight tickets have already been issued in which case an amendment fee of £25 will be due. Name changes for scheduled flights may incur a higher charge. If the amendment is made to increase the number of passengers this does not constitute an amendment and no fee will apply. If the amendment results in a decrease in numbers you may be liable to pay an amendment fee and incur cancellation charges as set out below. If the number of a group is reduced each of the remaining party may have to pay more. Changes will be charged at current brochure price, excluding any special offers, and not those of the original booking. If you wish to make any change while on holiday such as upgrading your accommodation or extending your stay all requests are subject to availability and any extra cost must be paid locally.

## CANCELLATION BY THE CLIENT

If you wish to cancel a confirmed booking this must be done in writing by the person whose name is on the booking form. Cancellation will only take effect once the Company or the travel agent with whom the original booking was made has been notified in writing. The following cancellation charges expressed as a percentage of the total cost of the booking excluding flights, insurance premiums and amendment charges will become immediately payable to the Company. Please remember these charges will also apply if you have failed to make payment on time and your booking is cancelled by the company.

Period between scheduled departure date within which notification is received by us.

More than 12 weeks	Deposit
12 - 8 weeks	60%
8 - 4 weeks	75%
4 - 2 weeks	90%
2 - 0 weeks	100%

If you have booked a flight through the Company we are acting as agents for an ATOL holder you will be subject to the ATOL holders cancellation charges. If you have to cancel for a reason covered by your insurance policy, whether arranged through us or otherwise, you may be able to re-claim your cancellation charges excluding the insurance premium which is not refundable.

## TRAVEL

All flights purchased on your behalf by the company are done so on the understanding that the Company is acting as an agent for an ATOL holder. When you travel by air, land or on water the relevant transport company's 'Terms and Conditions' will apply to your journey, some of which may limit or exclude their liability to you. The Conditions of Carriage of the transport company should be attached to your ticket when it is issued.

Any timings, carriers, types of aircraft or any other information relating to travel or resort transfer times you may be advised of either in this brochure, on any other documents or verbally are for guidance only and are subject to alteration and confirmation. Specific instructions and actual departure times and details will be shown on your flight or ferry ticket which will normally be sent to you about 2 weeks before your departure. You must check these carefully and thoroughly. The Company cannot give any guarantee of flight or ferry departure times or resort transfer times. The Company does not accept any liability for delays in your flight or sailing to and from the U.K. whether the delay is caused by adverse weather conditions, rescheduling of departure times by the carrier, the port or airport authorities and/or the action of air traffic controllers, mechanical breakdown, strike or industrial action or otherwise. However in certain circumstances you may be able to make a claim under your insurance policy whether purchased from us or otherwise. Notwithstanding the above the Company and the carrier will make every effort to reduce the discomfort suffered by you as a result of the delay.

## ALTERATIONS BY THE COMPANY

The Company reserves the right to make changes to holiday and brochure details both before and after any booking has been confirmed. Most changes will be of a minor nature and have little effect on your booking. In all cases we will inform you directly or through your travel agent of any changes as soon as possible, but will have no other liability to you. Any flight details you are advised of are for guidance only and are therefore provisional. Actual flight details are shown on flight tickets when they are issued. Occasionally we may have to make a significant change to your booking for example a change of accommodation where the new accommodation is of a lower standard or a change in the dates of your holiday. In all cases of significant change you will have the choice of either accepting the change in arrangements, purchasing another holiday from us and paying or receiving, any price difference or cancelling your holiday completely and receiving a full refund.

Important Note: The Company regrets that it cannot accept any liability if it is forced to cancel, curtail or in any way change your booking or if the performance of our contractual obligations is prevented by circumstances amounting to 'force majeure'. These include but are not limited to war, riot, civil strife, terrorist activity, natural or nuclear disaster, fire, technical problems with transport beyond our control, closure or congestion at airports stations or ports, adverse weather conditions and similar events beyond the Company's control.

## THE COMPANY'S LIABILITY

The Company accepts responsibility for ensuring that the holiday which you booked with us is supplied as described in this brochure and the services offered reach a reasonable standard. If you have any justified complaint about any of the services forming part of the holiday we have confirmed we will pay you reasonable compensation. In the case of flights where we are acting as agents for an ATOL holder we accept no liability for services provided by that ATOL holder whose conditions will apply, some of which may limit or exclude their liability to you. We also accept liability for the acts and/or omissions of our employees, agents, suppliers and subcontractors where they were at the time acting within the scope of their employment. The acceptance of liability under this paragraph does not however apply where you suffer death, bodily injury or illness except as provided in the 'Personal Injury' clause below or where any events or circumstances amount to 'force majeure'. These include but are not limited to war, riot, civil strife, terrorist activity, natural or nuclear disaster, fire, technical problems with transport beyond our control, closure or congestion at airports, stations or ports, adverse weather conditions and similar events beyond the Company's control.

In respect of services supplied by air or sea carriers our liability in all cases shall be limited in the manner provided by international conventions. In all cases except where personal injury, illness, death, loss and/or damage to luggage or personal possessions result our liability is however limited to the relevant holiday price of the person or persons affected in total. In case of loss and/or damage to luggage or personal possessions including money we will have no liability as you are presumed to have taken out appropriate insurance cover before travelling.

Charges as % of total cost less flights, insurance premium & amendment fee.

## PERSONAL INJURY

We accept responsibility should you suffer death, personal injury or illness as a result of any failure to perform or improper performance of any part of our contract with you by any of our employees, agents, suppliers or sub contractors providing they were at the time acting within the course of their employment except where failure to perform or improper performance was due to acts and/or omissions or those of a third party not connected with your holiday and which were unforeseeable or unavoidable or an event which either ourselves or the supplier of the service(s) in question could not have foreseen or forestalled even with all due care. In addition please note that in respect of all services provided by air and sea carriers and hotel keepers our liability in all cases shall be limited as if we were carriers/hotel keepers within the relevant international convention. It is however a condition of this acceptance of liability that you notify us within 14 days of your return. In the event of such a payment being made you must assign to the Company and/or our insurers all rights you may have to pursue a claim against any third party and to provide ourselves or the insurers with all the necessary assistance.

## LEGAL ASSISTANCE

If any client suffers death, illness or injury by misadventure whilst overseas arising out of activity which does not form part of the foreign exclusive holiday arrangement, or excursion arranged through us, we shall, at our discretion offer advice, guidance and assistance to help you resolve any claim you make against a third party, provided we are advised of the incident within 90 days of occurrence. Where legal action is contemplated our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under the appropriate insurance policy to ourselves. Our costs in respect of the above on behalf of you and your party shall not exceed £5000 in total.

## INSURANCE

It is a condition of booking that all clients have adequate insurance that provides at least the same level of cover as the one offered by the Company. Insurance premiums must be paid at the time of booking in order for cancellation cover to be effected. If you do not purchase the Company's insurance the Company will not be responsible for meeting any such sums which would have been covered by the insurance. You will further be responsible for paying to and indemnifying the Company for such sums the Company meets on your behalf.

Details of our insurance policy, how to get further information and making claims have been given earlier in this brochure.

## COMPLAINTS

Should you have a complaint during your holiday please inform a member of the Company staff and the supplier of the service concerned as soon as possible. The Company will then make every effort to resolve the problem. In the unlikely event of the problem not being resolved or you wish to pursue the complaint on your return please write to Ski Morgins Educational Ltd., The Barn House, 1 Bury Court Barn, Wigmore, Herefordshire, HR6 9US within 14 days of your return giving all the relevant information. We cannot accept liability in respect of complaints which are not notified entirely in accordance with this clause.

Staff of the Company in the resort are not authorised to promise any refund in respect of a clients claim and no such promises will be accepted by the Company.

## BROCHURE INFORMATION

The information contained in this brochure is, to the best of the Company's knowledge, correct. However it is inevitable that information relating to prices, the resort and some of the facilities will change and the Company cannot guarantee accuracy at all times, or that any particular activity will take place as these services are not under our control.

## INDEMNITY

When you book a holiday with us you accept responsibility for the proper conduct of yourself and the whole party. We reserve the right to terminate your holiday, or that of any member of your party, due to misconduct and we will have no further responsibility to you. If your actions, or those of a member of your party, cause damage to accommodation or the property of a third party or cause delay or diversion to any flight or other means of transportation, you agree to fully indemnify us against any claim (including legal costs) made against us by or on behalf of the owners of such accommodation or property or the operator of such flight or other means of transportation.

## CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Any person who is not a party to this Agreement shall not have any benefit from or any rights under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

## JURISDICTION

These conditions and any contract to which they apply are governed in all respects by English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.