

TERMS AND CONDITIONS

1. THE HOLIDAY CONTRACT

- (a) The holiday contract is made between PT Ski Limited (Company Number 07167038, ABTA number Y2776) with registered office address at Griffins Court, 24-32 London Road, Newbury, Berkshire, RG14 1JX ("PT Ski" or "We/Us") and all persons named on the booking form ("You").
- (b) The person who signs the booking form (or completes it on-line) does so as agent for all persons named on it, and by signing, the signatory warrants that he has authority to sign on behalf of all persons named on the booking form and acknowledges that these terms and conditions apply to all such persons.
- (c) When the signed booking form is sent to PT Ski, whether directly or by a travel agent on Your behalf, this constitutes an offer to purchase the facilities and services specified on the booking form.
- (d) No contract comes into effect until that offer is accepted by PT Ski which is only when the Booking Confirmation is received by You. There is therefore no contract following a telephone "booking". No Booking Confirmation will be sent to You unless all necessary deposits have been paid, and PT Ski is satisfied that all relevant persons are covered by appropriate activity insurance.
- (e) The holiday contract is for the provision of the facilities and services itemised on the Booking Confirmation, save where a facility or service is marked as a "Special Request" in which case performance of that facility or service cannot be guaranteed although We will do our best to supply it.
- (f) This holiday contract does not include any facilities, services, activities or excursions that You book and pay after receipt of the Booking Confirmation ("additional activities"). These additional activities are provided by separate contracts, but care should be taken to note at the time additional activities are booked who it is that is agreeing to provide You with such additional activities, since this will often not be PT Ski.

2. PRICES AND DEPOSITS

- (a) Please note as set out in paragraph 1 above, that no contract comes into effect until the Booking Confirmation is received by you. This will not happen if You do not pay any required deposits. You must pay a minimum deposit of £250 per person.
- (b) Unless the payment information on Your Booking Confirmation makes specific alternative provision (in which case it is that information which applies), payment of any balance due for the cost of the holiday must be made at least eight weeks before the departure date. If the booking is made eight or fewer weeks before the departure date, then the holiday must be paid for in full at the time of the booking.
- (c) Any failure to pay a required deposit or balance as required by these terms and conditions, or as specified on Your Booking Confirmation, will be treated as an automatic cancellation by You (on behalf of all persons named on the booking form) of the holiday contract.
- (d) In the event of an automatic cancellation within (c) above, any deposit paid is not refundable and You may be liable to pay some or all of the balance due on the price of the holiday.
- (e) It is the person who signs the booking form who is responsible for ensuring that the whole holiday price (including any deposits) is paid when required.

- (f) The prices in this or any brochure are accurate at the time of going to print and are calculated on the basis of costs known at that time. We reserve the right to alter the prices of any of the holidays shown in our brochure. This may be due to Government action such as changes in VAT, or any other Government imposed currency changes in relation to an exchange rate variation.
- (g) After a Booking Confirmation has been sent to You, any increase to Your holiday price will only be as a result of changes in our costs in supplying Your holiday. We will forward an amendment Booking Confirmation reflecting any changes made.

3. INSURANCE

- (a) It is Your responsibility to ensure that You and all the persons named on the booking form and/or booking confirmation have adequate and appropriate Wintersports Insurance to cover all aspects of your holiday's activities and that you bring all the necessary policy documents with You on holiday.
- (b) Adequate travel insurance is a condition of your contract with us. You must take out a policy of insurance, from a reputable provider, which must at least include the following:
 - i. Emergency Medical Expenses including, amongst other costs; mountain rescue, ambulance charges and repatriation.
 - ii. Cancellation of your trip or Curtailment cutting short your trip
 - iii. Personal Liability to include, amongst other liabilities; damage caused by your (or your party's) negligence to the property in which you are staying and may not include a clause which restricts actions being taken against a travelling companion other than family and must include contractual liability of the party leader for the actions of his party
 - iv. Travel and transfer delays which must include, amongst other costs, additional costs incurred in the event of a delay
 - v. The policy must include the activities you are likely to do and in particular off piste skiing with or without a guide should be included (it is possible to ski off piste inadvertently). If you are anticipating doing ski racing of any kind then this should also be included.
 - vi. The policy must cover the period from the date of booking to the last day of your trip and may not have a clause allowing the insurer to cancel the policy nor vary the terms usually following medical reasons unless there has been individual underwriting with specific terms.

Note:- There are of course other sections to a Wintersports Insurance policy such as Baggage, Legal Expenses, Personal Accident and so on

- (c) In the event that you fail to obtain suitable Wintersports Insurance we shall not be liable for any costs incurred or claims made against us due to your failure to comply with this term.

4. CHANGES OR CANCELLATION BY YOU

- (a) You may request that changes be made to Your holiday at any time. We will endeavour to accommodate such requests, but cannot guarantee that We will be able to do so. Any request for changes should be made in writing by the person who signed the booking form.

- (b) If We are not able to accommodate the request for changes, the holiday contract remains in place unless and until cancelled by You.
- (c) You may be able to transfer Your booking to somebody else provided You give Us reasonable notice. However, this person must be able to satisfy all the conditions of the holiday, and a change cannot normally be made later than eight weeks prior to departure.
- (d) If We agree to the requested changes We will notify You by sending an amended Booking Confirmation. The holiday will be re-priced as of the date of the amended Booking Confirmation which will substitute that referred to in Clause 1 above. However, cancellation charges are to be calculated with reference to the date of the original Booking Confirmation.
- (e) Any changes of names or other details on booking forms and contracts causes Us inconvenience and often results in additional fees being incurred by Us (e.g. because of changes in accommodation and/or ticketing information). It is consequently agreed that an administrative charge of £50 per change is reasonable if a request for a change is agreed.
- (f) Special rules apply to the cancellation of extras such as equipment hire, ski lessons and lift passes (whether prepaid or not). Any cancellation of extras within 14 days of departure is subject to a 100% charge. Cancellation between 15 and 28 days pre-departure is subject to a 50% charge. Refunds are also not given in respect of extras that are booked but not used.
- (g) Subject to the special rules for extras in clause (f), if You cancel Your holiday the following sums remain due to Us. This is because We will have made arrangements for You and incurred expenses as a result. Whilst We may be able to resell Your holiday, You recognise that We would have been able to sell any subsequent purchaser a holiday irrespective of Your cancellation in addition to Your holiday.

Notice of cancellation of hotels before Departure	Proportion of the holiday costs payable
More than 60 days pre-departure	Loss of deposits
43-59 days	30%
29-42 days	50%
15-28 days	75% (including 50% extras)
14 days or less	The full holiday cost (including 100% extras)

Notice of cancellation of Chalets before Departure	Proportion of the holiday costs payable
More than 70 days pre-departure	Loss of deposits
56-69 days	50%
42-55 days	75%
29-41 days	The full holiday cost
15-28 days	The full holiday cost (including 50% extras)
14 days or less	The full holiday cost (including 100% extras)

- (h) Any cancellation must be notified to us in writing, or sent by email. If by letter, cancellation should be sent to PT Ski Ltd, 41 Napier Avenue, London SW6 3PS, and the date of cancellation will be deemed to be two days after the date of the postmark on Your letter of cancellation. If sent by email it should be to info@ptski.com and will be effective from the time and date of acknowledgement of receipt by email. Telephone cancellations are not accepted.

5. IF WE CHANGE OR CANCEL YOUR HOLIDAY

- (a) It is very unlikely that We will have to make any changes to Your travel arrangements, but We do plan holidays many months in advance, and We therefore reserve the right to do so. Although most of these changes will be minor, it is occasionally necessary for Us to make major changes and even to cancel the holiday.
- (b) Unless any changes made are major changes or the holiday is cancelled, You agree that You are not entitled to compensation.
- (c) A major change is one made before departure that involves downgrading Your accommodation for a significant proportion of the holiday, the withdrawal of a significant proportion of the facilities or services included as part of Your holiday, or a significant change of departure airport or flight times in excess of 24 hours.
- (d) Where a cancellation or major change is notified to You, You have the right to withdraw from the contract and receive a refund of all sums paid by You in respect of the holiday, or alternatively, You may take any substitute holiday We are able to offer You of at least equivalent standard. If We cannot offer to You a holiday of equivalent standard, You are entitled to accept a holiday of a lower standard plus the difference in price between the original holiday and that offered as an alternative.
- (e) If the holiday is subject to major changes by Us or is cancelled, You will be entitled to the following compensation, which You agree reflects a reasonable assessment of the inconvenience and any expenses the major change or cancellation will cause You.

Change/Cancellation Period	Compensation P/P
More than 70 days pre-departure	Nil
69-42 days	£30
41-14 days	£50
Less than 14 days	£70

- (f) Even when there is a cancellation or a major change by Us, You are not entitled to be compensated if it is the result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or where the holiday has been cancelled because the number of persons agreeing to take it is fewer than any advertised minimum required to take the holiday.
- (g) There are no circumstances (including our negligence) in which We are liable for any consequential losses whatsoever, such as (but not limited to) losses of holiday entitlement, loss of earnings, or the cost of onward flights or other transport or activity arrangements.

6. OUR LIABILITY

- (a) Subject to Clause 14 below, We accept liability (including liability for injury, illness and death) although this is limited to the proper performance of the holiday contract. The proper performance of Your holiday contract means that the facilities and services listed on Your Booking Confirmation are provided with reasonable skill and care.
- (b) The standard of reasonable skill and care is that applicable in Switzerland, and where You are not able to show that the standard of facilities or services falls below the level required by local regulations, custom and practice, You accept that there has been no failure to comply with that local standard.
- (c) Standards of accommodation, facilities and safety in Switzerland are different to those applied in the UK. It is the standard prevailing in Switzerland that is the measure of reasonable care for a PT Ski holiday.
- (d) We shall not be liable for anything that happens (including injury, illness or death unless the cause is the direct negligence of PT Ski or its employees) outside the scope of this holiday contract. In particular there is no liability under this contract for accidents or complaints arising out of the performance of excursions or activities that do not form part of the pre-arranged holiday booked in the UK before Your departure as detailed on the Booking Confirmation. We are also not liable for the standards of public services provided by or for municipal, state or other government authorities in Switzerland.
- (e) Even where liability might otherwise arise, it is accepted that there is none where the cause of the injury, illness, death or other loss and/or damage is the result of any customer's own fault; the fault of some person unconnected with the provision of the facilities and the services within the scope of this contract, or which arises due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if reasonable care had been exercised or an event which We or our suppliers or subcontractors could not have foreseen even with the exercise of reasonable care.
- (f) We do not accept liability for any loss or damage to any sports or other equipment of any kind, unless this is caused by our own negligence. This equipment includes (but is not limited to) skis, snowboards and other ski equipment. It is Your responsibility to take proper care of all equipment.
- (g) We do not accept any liability arising from the snow and/or weather conditions during Your holiday. Where We have used the word "powder" in the description of Your holiday We will endeavour to find the best available snow, but if conditions are such that no powder is available (whether that be due to weather or related safety reasons) We accept no liability. We do not give refunds for lift closures, although this may be paid for by Your insurance.

7. LIMITATION OF LIABILITY

- (a) With the exception of personal injury or death, the maximum limit of our liability for failing to properly perform the holiday contract is twice the total of the cost of Your holiday as calculated on the Booking Confirmation.
- (b) If a claim arises to which an international transport convention applies (such as but not limited to the Montreal Convention regarding travel by air and the Athens Convention in respect of travel by sea) the amount of compensation payable by Us is limited in all circumstances to the limits permitted to the relevant carriers under such transport conventions.
- (c) When You travel by air or by sea, Your journey may be subject to international transport conventions as mentioned above. You agree that the transport company's own "*conditions of carriage*" will apply to You on any relevant journey. When arranging the transport for You, We rely on the terms and conditions contained within these international conventions and those "*conditions of carriage*". You acknowledge that all of these terms and conditions form part of Your contract with Us as well as with the transport company. You can ask Us or the travel agent booking Your holiday to provide You with a copy of any of the conditions applicable to Your journey. We will tell You the identity of Your air carrier when You book with Us and will inform You as soon as possible, and no later than check in, if it is not known at that time or there are subsequent changes.
- (d) As tour operators We are not responsible for any compensation payments under the Denied Boarding Compensation Regulations. You should instead liaise directly with the carrier for any compensation arising from those regulations.

8. SAFETY AND ACCEPTING RISK

It is Your responsibility not ours:

- (a) to recognise that skiing, snowboarding and other winter sports and activities can be dangerous and involve some incidental risk of injury. You accept that racing, skiing off piste and ski touring involves an additional risk. You must have the required level of fitness and skill to undertake these sports and You must take responsibility for Your own actions and decisions when skiing in the mountains, either by Yourself or with the PT Ski Group.
- (b) to decide whether You have the necessary fitness, skill and expertise to take part in any particular activity with PT Ski, whether this be an exercise, a particular technique, skiing a particular slope, skiing at a particular speed, skiing on or off piste or participating in a PT Ski race.
- (c) to follow the reasonable instructions of the mountain guide or qualified ski instructor and to inform him or her immediately if You decide You do not have the necessary level of fitness and skill and that You do not wish to take part in any particular activity.
- (d) to ensure that any equipment You use whether hired, borrowed or Your own (irrespective of whether it is supplied as part of this contract) is suitable and sufficient for Your purposes and in good condition and working order and to report any concerns You have about any malfunction or fault immediately to the supplier.
- (e) to exercise care in deciding whether Your children are capable of undertaking the activities that are selected for or by them. Our local staff and suppliers are not teachers or child minders and are not to be considered *in loco parentis*. Your children therefore remain Your responsibility. You should ensure that Your children wear proper helmets when they are participating in winter sports. Unless a professional mountain guide or qualified ski instructor accompanies You, You must use your own judgement as to which route You and Your children should follow. When venturing off

piste it is advisable to wear an avalanche transceiver and to have with You a shovel and probe.

- (f) to read the International Ski Federation Code of Conduct so as to be aware of the rules which apply to skiers. You should let Us know if You would like Us to supply You with a copy of the Code of Conduct.

9. OFF PISTE COURSES

- (a) It will sometimes be necessary for Your ski group to travel some distance from the original intended destination and consequently Your route may lead You away from the ski lift system. This may mean You need to return by taxi or local transport but You will be liable to pay the related travel expenses.
- (b) It may also sometimes not be possible for Your ski group to return to Your accommodation because of adverse weather conditions. In this unlikely event You will be responsible for any additional travel and/or accommodation expenses, should it be necessary to stay overnight in alternative accommodation. It is possible Your insurance may cover this eventuality.
- (c) Your instructor or mountain guide may plan routes to access superior snow conditions and more interesting terrain, which involves an element of walking. If this is a planned route the instructor or mountain guide will inform You beforehand. Should the majority of the group wish to take the planned ski route and You choose not to, You may be given the option of joining another group of a lower level, or alternatively of opting out of the proposed route which may be for the rest of that day. You will not be entitled to a refund if You choose to opt out.
- (d) If You decide to opt out during the session, the instructor or mountain guide will escort You to a safe place where You can return to the resort. It is Your responsibility to ensure that You have the necessary level of fitness and skill to return to resort unaccompanied and You should inform the instructor or mountain guide if You feel You do not.
- (e) Your instructor or mountain guide may conclude You do not have the necessary fitness, skill and expertise to continue on an off piste course, or part of an off piste course. Although You may disagree You accept that the instructor or mountain guide's decision is final. In this unlikely event You will not be entitled to a refund for the cost of the off piste course, or any part thereof.

10. CHILDREN'S SKI COURSES

- (a) All children on ski courses must wear a helmet for their protection. Children on PT Ski kids' courses must also wear a special PT Ski bib to ensure they can be easily recognised by their instructor and our staff. It is important that children follow instructions given by staff and local instructors. We reserve the right to exclude children from the courses, without refund.
- (b) It is the parents' responsibility to disclose any special needs their children may have when booking the holiday. We will do everything We can to ensure that any special requirements are met. We will also inform You if We are unable to comply with Your request. Although we take great care over the food provided, please note We cannot guarantee that it has been manufactured in an environment which is free from nuts or nut related products or anything else that might provoke an allergic reaction.
- (c) In the interests of everyone's health, We do not accept ill children on our programme. Children must therefore be well for at least 24 hours before returning to the ski programme. Any decision regarding their readmission is at the discretion of the local PT Ski rep.

- (d) If any of our children's programmes do not have sufficient numbers, We reserve the right to cancel them. We shall nevertheless endeavour to offer a suitable alternative activity.

11. RACING AND RACE TRAINING

- (a) All participants on a race training course and entrants into the Parsenn Derby must wear a helmet for their protection.
- (b) Your instructor on a PT Ski race training course may conclude You do not have the necessary fitness, skill and expertise to continue with the course, or part of a course. Although You may disagree You accept that the instructor's decision is final. In this unlikely event, unless otherwise specified, You will not be entitled to a refund for the cost of the course, or any part thereof.
- (c) Race training will usually involve practice through gates or training exercises on the piste. However this might not always be possible due to adverse weather or snow in which case the instructors will endeavour to make the best of the conditions available.
- (d) There will be no refunds for bad weather, non participation or if the structure of the training is not as you envisaged. A refund will only be given if all the lifts are closed and no skiing is possible for the whole day.
- (d) Entrants into the Parsenn Derby must adhere to the rules and regulations governing the running of that race as set out by the race organisers.
- (e) It is Your responsibility, not Ours, to decide whether You have the necessary fitness, skill and expertise to take part in the Parsenn Derby or a PT Ski race training course.

12. BEHAVIOUR – DAMAGE

- (a) You agree on Your behalf and on behalf of all persons named on the booking form that every such person will at all times and for all purposes relevant to Your holiday arrangements act with reasonable care and refrain from all forms of antisocial behaviour.
- (b) You will indemnify and keep indemnified PT Ski against all claims, liabilities, loss, damage, expense, interest and costs whether direct or indirect that PT Ski may suffer or incur as a result of entering into a holiday contract with You or as a result of You occupying the holiday accommodation, including (but not limited to) any damage to the accommodation, its fixtures and fittings and contents.
- (c) If We have reasonable cause to believe that there has been antisocial behaviour on the part of any person named on the Booking Confirmation, We have the absolute right to terminate all further performance of the contract including Your right to transfers or to remain in any accommodation and to return flights and We shall have no liability whatsoever to pay compensation or make any refunds or make alternative accommodation or transport arrangements.
- (d) You agree that any accommodation provided pursuant to this contract is only for the use and enjoyment of the persons named on the Booking Confirmation. You will not allow any other person to stay there.
- (e) PT Ski and the owners and managers of the accommodation in which You stay have the right to enter any holiday accommodation at such times and for such purposes (including but not limited to inspection, cleaning and repairs) as may be reasonable in the circumstances.

13. TAKE CONTROL

- (a) It is Your responsibility not ours:
 - i) to check the tickets, vouchers and travellers match and every person on the booking form and Booking Confirmation has appropriate travel documentation (including valid passports and visas), photo identification and insurance so that each person on the booking form and Booking Confirmation is entitled to enter Switzerland;
 - ii) to check that the details on the Booking Confirmation and subsequent pre-departure documentation (including any extras such as ski lift passes and ski lessons) accurately reflect what You wanted to book;
 - iii) to ensure that everyone is at the right airport in time and that transfer transport used from airport to accommodation and back will arrive in sufficient time;
 - iv) to look after Your own baggage and equipment and ensure that You are carrying no more than the permitted allowance;
 - v) to take care of the accommodation in which You stay and any equipment You hire or borrow during the holiday and in particular to take reasonable care to avoid being the cause of any accident during the course of Your holiday activities.
- (b) You are responsible for any damage to or theft or loss of any equipment hired or borrowed during Your holiday as well as damage You cause to other persons or their property or equipment and You will indemnify PT Ski against all claims, liabilities, loss, damage, expense, interest and costs whether direct or indirect that PT Ski may suffer or incur as a result of You or any person on the booking form and Booking Confirmation causing injury, loss or damage to any persons or property.
- (c) To provide Us with Your detailed and accurate contact information so that We can keep You informed about Your holiday plans.
- (d) To make Your room allocation requests or preferences clear before booking to reduce the risk of errors.

14. COMPLAINTS

We hope that You will not experience any problems with Your holiday. If You do, then please notify the relevant supplier (e.g. the hotelier) and the PT Ski resort manager immediately, so that he or she may endeavour to resolve the problem. If the problem cannot be resolved locally, please notify Us in writing within 28 days of Your return to the UK, quoting Your booking reference and all other relevant information.

Because it is difficult to investigate complaints after the passage of time, You agree that in all cases (except those involving personal injury or death) where a complaint is not received in writing at 41 Napier Avenue, London SW6 3PS within 28 days, beginning on the day of Your return to the UK, PT Ski shall not be liable to pay any compensation in respect of such complaint.

If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration under the ABTOT Travel Industry Arbitration Service. An Independent Arbitrator will review the documents relating to any complaint and deliver a binding decision to bring the matter to a close.

Details of this scheme are available from The Travel Industry Arbitration Service, administered by Dispute Settlement Services Ltd

9 Savill Road
Lindfield
Haywards Heath
West Sussex
RH16 2NY

or from

ABTOT
117 Houndsditch
London EC3A 7BT.

This scheme cannot however decide in cases where the sums claimed exceed £1,500 per person or £7,500 per booking form, or for claims which are solely or mainly in respect of physical injury or illness or the consequence thereof.

15. AGENCY AND NON-PACKAGE ARRANGEMENTS

- (a) If You book arrangements, excursions or activities that are not itemised in Your Booking Confirmation, those arrangements, excursions and activities ("*additional activities*") do not form part of this contract.
- (b) Any contract You make for additional activities is a separate contract made between You and the other party to that contract (the additional activities contract).
- (c) PT Ski may be able to help You make arrangements for additional activities, in an agency capacity, either before or after Your departure to resort or You may discover information about them whilst staying in accommodation or enjoying services or facilities forming part of this contract. However, in these circumstances, PT Ski is not (unless the contrary expressly appears from the contract for the provision of additional activities) the other party to the additional activities contract and is not liable for any services or facilities provided pursuant to the additional activities contract, neither does PT Ski accept any responsibility for the contents of any information given about such additional activities or the quality or sufficiency of any services or facilities delivered or offered as part of an additional activities contract.
- (d) A contract for additional activities (other than where PT Ski is the other party thereto) will be governed by the law of the place where the contract is made and be subject to the jurisdiction of the Courts of the place where the additional activities are undertaken.
- (e) In the event that PT Ski is the other party to the additional activities contract, these terms and conditions shall apply to those additional activities in the same way as they apply to the contract for the provision of the facilities and services itemised in the Booking Confirmation.

16. LAW AND JURISDICTION

- (a) This contract is governed by the law of England and Wales.
- (b) The Courts of England and Wales shall have exclusive jurisdiction in respect of all claims and disputes of whatever nature arising out of the provision of the contract facilities and services and the interpretation of this contract.
- (c) Clause (b) above shall not apply in the case of customers who are domiciled in Scotland and Northern Ireland who may choose to bring proceedings in the Courts of the country of their own domicile.