

## TERMS AND CONDITIONS

### 1. THE HOLIDAY CONTRACT

- (a) The holiday contract is made between PT Ski Limited (Company Number 07167038, AITO number 5179) with registered office address at Griffins Court, 24-32 London Road, Newbury, Berkshire, RG14 1JX ("PT Ski" or "we/us/our") and all persons named on the booking form or any other person to whom a booking is added or transferred ("you/your").
- (b) By making a booking, the first named person on the booking form agrees on behalf of all persons named on it that he/she has read these Terms and Conditions and has the authority to and does agree to be bound by them, they consent to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking form to disclose their personal details to us including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements). They also agree that he/she is over 18 years of age and resident in the United Kingdom and where an order for services with age restrictions declares that he/she and all persons named on the booking form are of appropriate age to purchase those services and that he/she accepts financial responsibility for payment of the booking on behalf of persons named on it.
- (c) When the signed booking form is sent to us, 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.

No contract comes into effect until that offer is accepted by us which is only when we issue you with a booking confirmation that will confirm the details of your booking and will be sent to you or your travel agent. There is therefore no contract following a telephone "booking" until we issue you with a booking confirmation. No booking confirmation will be sent to you unless you pay us a deposit (or full balance if you are booking within 8-10 weeks of departure) and we are satisfied that all relevant persons are covered by appropriate activity insurance.

- (d) These Terms and Conditions, together with our Privacy Policy, our Website Terms of Use and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with us. 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.
- (e) This holiday contract does not include any facilities, services, activities or excursions that you book and pay for after receipt of the booking confirmation ("Additional Activities"). Please see Clause 21.

### 2. PAYING FOR YOUR ARRANGEMENTS

- (a) You will be required to pay us a deposit of £250 per person at the time of booking, with the final balance due 8 weeks before departure. However, in respect of chalet bookings, the deposit is 30% of the total value and the final balance is due 10 weeks prior to departure. Unless payment information on your booking confirmation makes specific alternative provision (in which case it is that information which applies), the full balance of the cost of your arrangements (including any applicable surcharge) is due not less than 8 weeks before departure.
- (b) Any failure to pay the balance of the cost of your arrangements in full and on time 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 and we shall retain your deposit.

- (c) After a booking confirmation has been sent to you, the price of your holiday is guaranteed and will not change, except in accordance with clause 3 below or where you have requested an amendment to your confirmed booking.
- (d) There may be occasions where the full amount needs to be paid in advance in respect of holidays in the UK. In this instance we may be unable to get a refund for cancellation.

### **3. ACCURACY AND PRICING**

- (a) We endeavour to ensure that all the information and prices on our website and in our brochures are accurate, occasionally changes and errors occur and we reserve the right to correct prices and any other details in such circumstances.
- (b) It is your responsibility to check the current price and all other details relating to the arrangements that you wish to book before you make your booking.
- (c) We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays.

### **4. CUTTING YOUR HOLIDAY SHORT**

- (a) If you are forced to return home early, we cannot refund you the cost of any travel arrangements you have not used. If you cut your holiday short and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

### **5. 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 travel insurance to cover all aspects of your holiday's activities, including winter sports cover or cycling as appropriate, 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 except in exceptional circumstances, e.g. fraud and misrepresentation.
- (c) In addition to the above, you must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses, baggage, any personal equipment that you may choose to bring (e.g. skis or bikes) and repatriation in the event of accident or illness.
- (d) Details of a policy suitable to cover the arrangements you book, including those mentioned above, are available by contacting MPI Brokers ([www.mpibrokers.com](http://www.mpibrokers.com)).
- (e) In the event that you fail to obtain suitable travel insurance we shall not be liable for any costs incurred or claims made against us due to your failure to comply with this term.

## 6. CHANGES BY YOU AND TRANSFERS OF BOOKINGS

- (a) You may request that changes be made to your holiday. 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 first named person on 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 in which case our cancellation charges set out below will apply.
- (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, be introduced by you and we must be notified at least 7 days before the day of departure.
- (d) If you request a change of date and we agree to the requested change, 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. **Please note:** If the change is to a later date, cancellation charges will be calculated using the date of the original booking confirmation but if you request an earlier date, cancellation charges will be calculated from the new date.
- (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) You and the transferee will remain jointly and severally liable for payment of all sums associated with the transfer, if you are unable to find a replacement then cancellation charges as set out below will apply in order to cover our estimated costs. No refunds will be given for passengers not travelling or for unused services.

## 7. CANCELLATION BY YOU

- (a) 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.
- (b) Subject to the special rules for extras in (a) above, 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. Please see our cancellation charges as follows:

Notice of cancellation of <b>hotels</b> before Departure	Proportion of the holiday costs payable
More than 56 days pre-departure	Loss of deposits
43-56 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 <b>chalets</b> 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)

- (c) 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](mailto:info@ptski.com) and will be effective from the time and date of acknowledgement of receipt by email. Telephone cancellations are not accepted.
- (d) If one or more member of a party cancels, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.
- (e) Please note that certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charges above.
- (f) You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

- (g) The information above outlines the rights you have if you wish to cancel your booking but there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

## 8. 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 significant changes and even to cancel the holiday.
- (b) If we make a minor change to your holiday we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure, but we will have no liability to you. Examples of minor changes include change of accommodation to another of the same or higher standard and changes to carriers.
- (c) A significant change is one made before departure that involves a change of accommodation area for the whole or a significant proportion of the holiday, downgrading Your accommodation for the whole or a significant proportion of the holiday, the withdrawal of a significant proportion of the facilities or services included as part of Your holiday, missing out one destination or more entirely, or a significant change to the overall length of your arrangements by more than 12 hours.
- (d) Where a cancellation or significant change is notified to you, you have the right to (for significant changes) accept the changed arrangements, or withdraw from the contract and receive a refund of all sums paid by you in respect of the holiday, or alternatively, if available and where we offer one you may take any substitute holiday of at least equivalent standard (we will refund any price difference if the alternative is of a lower value). You must notify us of your choice within 7 days of our offer, if we do not hear from you we will contact you again and if you fail to respond we will assume that you have chosen to accept the change or alternative booking arrangements.
- (e) If the holiday is subject to significant changes by us or is cancelled, you will be entitled to the following compensation in addition to a full refund of monies paid by you. We offer the below compensation if, where we make a significant change, you do not accept the changed arrangements and cancel your booking or if we cancel your booking and no alternative arrangements are available and/or we do not offer one. Note the compensation that we offer does not exclude you from claiming more if you are entitled to do so.

<b>Change/Cancellation Period</b>	<b>Compensation P/P</b>
More than 56 days pre-departure	Nil
56 - 42 days	£30
41-14 days	£50
Less than 14 days	£70

- (f) We will not pay you compensation where we make a minor change, where we make a significant change or cancel your arrangements more than 8 weeks before departure, where we make a significant change and you accept those changed arrangements or an offer of alternative travel arrangements, if we have to cancel your arrangements as a result of your failure to make full payment on time or where the change or cancellation is a result of alterations to the confirmed booking made by you or if we are forced to due to Force Majeure.

- (g) If we become unable to provide a significant proportion of your confirmed arrangements after you have departed, we will where possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.
- (h) We will not cancel your travel arrangements less than 8 weeks before your departure date except for reasons of Force Majeure or failure by you to pay the final balance. However, we may cancel before this date if the minimum number of people required for a particular travel arrangement is fewer than any advertised minimum for that holiday.

## **9. FORCE MAJUERE AND ACTS OF GOD**

- (a) Except where otherwise expressly stated in these Terms and Conditions we will not be liable to pay you compensation if our contractual obligations to you are affected by "Force Majeure" or an Act of God.
- (b) For the purpose of these Terms and Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken.
- (c) Examples of (b) above include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.
- (d) Brexit implications: certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. This is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

## **10. SPECIAL REQUESTS**

- (a) Any special requests must be advised to us at the time of booking, e.g. diet, room location, a particular facility at a hotel etc.
- (b) You should confirm your requests in writing and we will make every effort to try and arrange your reasonable special requests but we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met.
- (c) Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

## **11. DISABILITIES AND MEDICAL PROBLEMS**

- (a) Due to the nature of our holidays, we require full details if you or any member of your party has any medical problem or disability that may affect your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may also require you to produce a doctor's certificate certifying that you are fit to participate.

- (b) The ski areas surrounding Klosters are well suited to adaptive skiing and PT Ski will be able to assist with the rental of specialised equipment and instruction in resort, if needed or requested by you.
- (c) Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

## 12. OUR RESPONSIBILITIES

- (a) We accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements 2018 and we are responsible for the proper performance of your holiday contract meaning the facilities and services listed on your booking confirmation. Please note that we shall not be responsible for any additional services provided to you ,whether provided by the travel service providers or otherwise, which are not set out in your booking confirmation.
- (b) We will not be responsible or pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.
- (c) Even where liability might otherwise arise, it is accepted that we are not responsible or will pay you compensation where the cause of the injury, illness, death, loss, damage, expense, costs or other claim 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 Force Majeure beyond our control. We are also not liable for the standards of public services provided by or for municipal, state or other government authorities in Switzerland or the United Kingdom.
- (d) We limit the amount of compensation we may have to pay you if we are found liable under this clause in the following ways.
  - i. In relation to loss of and/or damage to any luggage, personal possessions and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
  - ii. In relation to claims not falling under (i) above and which don't involve injury, illness or death: the maximum amount we will have to pay you is up to three times 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.
  - iii. In relation to claims in respect of any stay in a hotel: the extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which for our holidays includes The Paris Convention (with respect to hotel arrangements) and you can ask for a copy of this from our offices. 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.
  - iv. 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.
- (e) Subject to these Terms and Conditions, if we or our suppliers negligently perform or arrange those services that make up your booking with us, and we don't remedy or resolve your

complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.

- (f) The level of any such price reduction or compensation as mentioned in (b) above will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Terms and Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. It is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- (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.
- (h) It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in Clause 20 of these Terms and Conditions.
- (i) Where any payment is made, the person(s) receiving it (or their parent or guardian if under 18 years) must also assign to us 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.
- (j) 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 if it relates to any business or is an indirect or consequential loss of any kind.
- (k) 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 or on our website. For example, any excursion you decide to book whilst away, or any service or facility which your hotel or any other supplier agrees to provide to you.
- (l) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

### **13. SAFETY AND ACCEPTING RISK**

It is your responsibility:

- (a) to recognise that cycling, skiing, snowboarding and other winter sports and other 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 in respect of your chosen holiday, for example cycling in the UK and skiing in the mountains, either by yourself or with the PT Ski Group or cycle ride leader.



- (b) to decide whether you have the necessary fitness, skill and expertise to take part in any particular activity whilst on holiday with us, whether this be an exercise, a particular technique, cycling a particular route, skiing a particular slope, skiing or cycling at a particular speed, skiing on or off piste or participating in a PT Ski race.
- (c) to follow the reasonable instructions of the cycling ride leader, 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 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 an ABS rucksack, 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.

#### **14. OFF PISTE COURSES (INCLUDING SILVRETTA SKI SAFARI)**

- (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) 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.
- (c) 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.
- (d) 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.

#### **15. 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.

## **16. RACING AND RACE TRAINING**

- (a) All participants on a race training course and entrants into the Parsenn Derby, Red Bull Home Run, SWV Ski Challenge or any other race 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 or race is not as you envisaged. A refund for training will only be given if all the lifts are closed and no skiing is possible for the whole day.
- (e) Entrants into the Parsenn Derby, Red Bull Home Run, SWV Ski Challenge or any other race must adhere to the rules and regulations governing the running of that race as set out by the race organisers.
- (f) It is your responsibility to decide whether you have the necessary fitness, skill and expertise to take part in the Parsenn Derby, Red Bull Home Run or a PT Ski race training course.

## **17. CYCLE TOURS**

- (a) It is your responsibility to decide whether you have the necessary fitness and skill to take part in one of our cycle tours.
- (b) You are required to follow any safety advice provided by the cycle ride leader, including wearing a cycle helmet when cycling.
- (c) Advanced booking is necessary to reserve any rental equipment. Advanced payment may also be needed and we will let you know the details of this at the time of booking.
- (d) If bringing your own equipment on one of our trips, it is your responsibility to ensure that it is adequately maintained and insured.
- (e) It is your responsibility to ensure that your bicycle is secured at each stopping point. The cycle ride leader will identify suitable safe locations, but leaving your bicycle anywhere is

done at your own risk and we are not liable for any theft or damage that may occur as a failure of securing your bicycle fully.

- (f) It is possible that the itinerary may change at short notice as a consequence of weather conditions, we will do our best to communicate any alterations to you ahead of time. Rain does not impact our ability to provide the cycle tour. In the event that it is raining for the duration or at any point during your trip, the cycle tour will still go ahead as planned and any cancellations will incur a cancellation charge as stated in clause 7.
- (g) If you are using a bicycle supplied by us, then we will ensure that it is fit for purpose and well maintained but are not liable for any injury that you should sustain through careless riding. We will not charge you for any damage that is classified as wear and tear (determination of which will be at our sole discretion), but in the event that the bicycle is lost, stolen or damaged you will be liable for the cost of repairs or replacement.

## **18. YOUR BEHAVIOUR**

- (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. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.
- (b) You and/or your party may also be required to pay for any loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the relevant supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.
- (c) If we or any other person in authority have reasonable cause to believe that there has been antisocial behaviour on the part of any person named on the booking confirmation that is causing, or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, 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) We 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.

## **19. YOUR RESPONSIBILITIES**

- (a) It is your responsibility:
  - 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 or the United Kingdom as appropriate;
  - ii. to check that the details on the booking confirmation and subsequent pre-departure documentation (including any extras such as bike rental, ski lift passes and ski lessons) accurately reflect what you wanted to book;

- iii. to ensure that everyone is at the right airport or other relevant departure point 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 us against all claims, liabilities, loss, damage, expense, interest and costs whether direct or indirect that we 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.

## 20. 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. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract. 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. A fee is payable by each party when an application for arbitration is submitted.

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

E-mail: [admin@disputesettlementservices.co.uk](mailto:admin@disputesettlementservices.co.uk)

This scheme cannot however decide in cases where the sums claimed exceed £5,000 per person or £10,000 per booking form, or not solely or mainly in respect of physical injury or illness or the consequences of such injury or illness, or solely or mainly in respect of a discrimination claim or any claim under the Equality Act.

## 21. ADDITIONAL ACTIVITIES

- (a) If you book any additional activities that are not itemised in your booking confirmation, those additional activities do not form part of this contract.
- (b) If you choose to book any additional activities, your contract will be with the operator of the activity, excursion or tour and not with us. We are therefore not responsible for the provision

of these additional activities or for anything that happens during the course of their provision by the operator.

- (c) We 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, we are not (unless the contrary expressly appears from the contract for the provision of additional activities) the other party to the additional activities contract and are not liable for any services or facilities provided pursuant to the additional activities contract, and we cannot 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 we are 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 we are 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.

## **22. INSOLVENCY PROTECTION**

- (a) The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for PT Ski Ltd (member number 5310), and in the event of their insolvency, protection is provided for:
  - Non-flight packages

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with PT Ski.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukxi/2018/634/contents/made>

- (b) If you book arrangements other than a holiday package from us, your monies will not be financially protected. Please ask us for further details.

## **23. ENTRY, PASSPORT, VISA AND IMMIGRATION AND HEALTH FORMALITIES**

- (a) It is your responsibility to check and fulfil the entry, passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this so you must check the requirements for your own circumstances with the relevant Embassies and/or Consulates and your own doctor. Requirements do change and you must check the up to date position in good time before your departure.
- (b) Most countries now require passports to be valid for at least 6 months after your return date and be no more than 10 years old. If your passport is in its final year, you should check with the Embassy of the country you are visiting, For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.
- (c) For European holidays (including Switzerland) you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are still able to rely upon an

existing European Health Insurance Card (EHIC). Up to date travel advice can be obtained from the Foreign, Commonwealth and Development Office, visit <https://www.gov.uk/travelaware>.

- (d) Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.
- (e) We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.
- (f) The impacts of Brexit may change your visa, ticket and health requirements. Third country nationals may require an airport transit visa when passing through EU Member States. There is the potential for disruption at borders when travelling between the UK and EU Member States and you should allow sufficient time for this when planning any onward travel. You should check any impacts of Brexit on your travel, in advance of your departure, to ensure that you fulfil the requirements post-Brexit, including any passport validity requirements. The UK Government passport checker can be found here <https://www.gov.uk/check-a-passport-travel-europe>.

#### **24. CONDITIONS OF SUPPLIERS**

- (a) Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

#### **25. PROMPT ASSISTANCE**

- (a) If you find yourself in difficulty whilst you are on holiday, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements.
- (b) Where you require assistance which is not owing to any failure by us, our employees or sub-contractors will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier or transport provider may pay for or provide refreshments and/or appropriate accommodation and you make a claim directly to them.
- (c) Subject to the other terms of these Terms and Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

#### **26. FOREIGN OFFICE ADVICE**

- (a) You are responsible for making yourself aware of Foreign Office advice in regards to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute "Force Majeure" and/or an Act of God (see Clause 9).

## 27. LAW AND JURISDICTION

- (a) These Terms and Conditions are governed by the law of England and Wales.
- (b) The Courts of England and Wales shall have exclusive jurisdiction in respect of all claims, disputes or any other matter of whatever nature arising between us out of or in connection with 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.

## 28. COVID-19 ACKNOWLEDGEMENT

- (a) We will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment, curtailment of your holiday, missed transport arrangement and/or cost of additional accommodation), in the following circumstances:
  - i. Prior to departure, you have been diagnosed with Covid-19 and are either no longer able to travel, are required to isolate or choose not to travel;
  - ii. After your departure and during your holiday, you have been diagnosed with Covid-19 and are no longer able to continue with your holiday or are self-isolating;
  - iii. You fail any tests, checks or other measures imposed by a supplier, airlines, port or airport, border control authority or any other government body or local authority or fault to submit for testing or assessment when requested to do so and as a consequence you are either denied boarding, denied entry to the destination or otherwise denied access to any of your travel arrangements This includes any requirement to be fully vaccinated (including any and all necessary boosters) and for that vaccination to be valid, in-date and accepted by the destination you are travelling to.
- (b) It is your responsibility to make yourself aware of and comply with any mandatory health and safety measures of the destination you're travelling to (e.g. face masks, negative test, social distancing), as well as any that have been implemented by the resort, the accommodation and the suppliers of any activities you have booked and/or that are included in your booking. We will not be liable for any costs, fees, charges or penalties you incur from your failure to comply with any mandatory requirements or measures.
- (c) It is your responsibility to check the entry requirements for the destination you are travelling to as you may have to comply with additional entry requirements (e.g. vaccination, negative test, health check, extra documents). We do not accept any responsibility if you cannot travel and we are not liable for any costs, fees or charges you incur if you have not complied with the requirements or if you fail any health check. You will be responsible for the cost of any Covid-19 tests that you are required to have before and/or after your departure. It is important you keep up to date with entry requirements as they may change before your departure date and you check this by visiting <https://www.gov.uk/foreign-travel-advice> and searching for the country(ies) you are planning to travel to.