

## BOOKING CONDITIONS

YOUR CONTRACT IS WITH Student Skiing Limited of registered office; TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley, West Sussex, RH10 9QL and registered number 6263597 with whom you make a contract when you book. Off the Piste is a trading name of Student Skiing Limited which is a wholly owned subsidiary of TUI Travel PLC.

- 1. YOUR HOLIDAY CONTRACT:** When you make a booking you guarantee that you have the authority (and when a party member is less than 18 years old the authority of a parent or legal guardian) to accept and do accept on behalf of your party the terms of these booking conditions and that all members of your party are aware of these conditions and have agreed to be bound by them. A contract will exist as soon as we issue our confirmation invoice. If you booked your holiday in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the Internet), this contract, and any claim or dispute arising from or related to this contract will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Scotland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Scottish law and the courts of Scotland shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Northern Ireland, this Agreement, and any claim or dispute arising from or related to this contract, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it.
- 2. YOUR FINANCIAL PROTECTION:** When you buy an ATOL protected air package or flight from us you will receive a confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 10158. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). **The price of your holiday includes the amount of £1 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices and will be shown separately on your confirmation invoice.** The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from our quotations and for your repatriation in the event of our insolvency. For package holidays that do not include travel by air we provide this security by way of a bond held by ABTA. If you book arrangements other than a package holiday from our quotation the financial protection referred to above does not apply.

We are a Member of ABTA, membership number Y0287. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

### 3. YOUR HOLIDAY PRICE:

- We reserve the right to alter the prices of any of the holidays that we quote you prior to a contract being formed. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.
- When you make your booking you must pay a deposit of £90 per person. The balance of the price of your travel arrangements and a damage deposit (see section 12) of £40 per person must be paid at least 4 weeks before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. The price of your travel arrangements was calculated using exchange rates quoted in the *Financial Times Guide to World Currencies* on 1<sup>st</sup> May 2010 in relation to the following currencies: 1.15€ to £1  
Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums

and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will be entitled to cancel your holiday with a full refund of all monies paid with the exception of any monies paid to us in respect of insurance premiums and amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

The UK government has announced their intention to replace Air Passenger Duty, which is payable by all passengers on flights departing from UK airports, with a new Emissions Tax, known as Aviation Duty. At this time we are not aware of the final details of the new Duty, and prices have therefore been calculated as if Air Passenger Duty continues to be in effect. In the event that our costs increase as a result of the change, we reserve the right to adjust the prices shown to reflect those changes in costs.

- 4. IF YOU CHANGE YOUR BOOKING:** If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen options or pick up point we will do our utmost to make these changes but it may not always be possible. Any changes should be made via our online booking system, where this is not possible requests for changes to be made must be in writing from the person who made the booking. You will be asked to pay an administration charge of £20 per amendment, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements (for example and without limitation, scheduled flights, accommodation or lift pass) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements. The price of your new travel arrangements will be based on the prices that apply on the day you ask for the change. These prices may not be the same as when you first booked your travel arrangements.
- 5. IF YOU CANCEL YOUR HOLIDAY:** You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Period before departure notification received	Amount of cancellation charge
More than 56 days	Deposit only
Between 56 and 29 days	60% of the holiday cost
Between 28 and 15 days	80% of the holiday cost
Less than 14 days	100% of the holiday cost

If you are prevented from travelling, you may transfer your booking to another person provided they meet all the requirements relating to that holiday, they have adequate holiday insurance in place and the transfer is made more than 28 days before departure. A transfer fee of £30 will be payable. Both the person who was originally to take the holiday and the person who actually takes it will be responsible for the payment of the amendment charges and any outstanding balance due in respect of the holiday price and you will also be responsible for any additional costs that are incurred as a reason of substitution or transfer such as, but not limited to, airline tickets and insurance premiums. If any cancellation reduces the number of paying members below the minimum number required for a particular holiday price or discount (including free places), the invoice will be

adjusted accordingly for all remaining group members. Transfers are not permitted after the balance due date.

6. **IF WE CHANGE OR CANCEL YOUR HOLIDAY:** It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your group leader of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 4 weeks before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause.

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows: Easyjet, Ryanair, Jet2.Com, Astraeus, BMIBaby, Thomson Airways. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.

If we make a major change to your holiday, we will inform you or your group leader as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of *force majeure* or, where an insufficient number of people have booked your chosen holiday, we will pay compensation as detailed below:

<b>Period before departure notification given</b>	<b>Amount of compensation payable</b>
More than 56 days	Nil
Between 56 and 29 days	60% of the holiday cost
Between 28 and 15 days	80% of the holiday cost
Less than 14 days	100% of the holiday cost

The compensation that we offer does not exclude you from claiming more if you are entitled to do so. *Force Majeure*. This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These may include, without limitation, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions.

7. **IF YOU HAVE A COMPLAINT:** If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our resort representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 35 days of your return home by writing to our Customer Services Department at Off the Piste.Com Limited, 5b Egerton Crescent, Withington, Manchester, M20 4PN giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form [whilst in resort](#). If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found on ABTA's website [www.abta.com](http://www.abta.com). The arbitration scheme is arranged by ABTA and administered independently by IDRS, part of the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by IDRS within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees but the ABTA Code does not require such agreement. For injury and illness claims, you may like to use the ABTA/Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from [www.abta.com](http://www.abta.com).

8. **OUR LIABILITY TO YOU:** If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements. Our liability in all cases will be limited in accordance with and/or in an identical manner to
- The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
  - Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices [Student Skiing Limited], 5b Egerton Crescent, Withington, Manchester, M20 4PN. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 [www.auc.org.uk](http://www.auc.org.uk)

9. **PROMPT ASSISTANCE IN RESORT:** Should you or any member of your party by misadventure suffer illness, injury or death during the period of your holiday from an activity which does not form part of the arrangements made by us or an excursion purchased through us, we shall at our absolute discretion give you every assistance including advice, guidance and financial assistance to cover initial legal costs for legal action against a third party where appropriate, up to a limit of £5,000 cost to ourselves per booking form provided such assistance is requested within 90 days of the misadventure. In the event of there being a successful claim for costs against a third party or a suitable insurance policy or policies being in force, the Company is entitled to recoup from you the costs actually incurred by us in giving this assistance.

10. **PASSPORT, VISA, IMMIGRATION AND HEALTH REQUIREMENTS:** Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

At the time of going to press in May 2010 there were no mandatory vaccination requirements for travellers from the UK to destinations featured in our brochure. Please note that the cost of any immunisation treatment is not, in any case, included in the cost of the holiday. The person signing the Booking Form is entirely responsible for passing any health requirement information to other party members. While we will endeavour to reconfirm any new health requirements at the time of booking, it is your responsibility to check with your doctor at least two months prior to travel for the latest requirements, recommendations and any costs.

11. **EXCURSIONS:** Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.
12. **CONDUCT & BEHAVIOUR :** If the behaviour of any member of any party is considered likely to cause offence, danger, damage or distress to others, we reserve the right at our reasonable discretion, to cancel or terminate a holiday completely. If for example any airline pilot, accommodation owner or manager, or senior member of our staff, considers that the behaviour is unacceptable they are authorised to terminate a holiday wherever and whenever necessary. If this sort of situation arises, our responsibility for your holiday will cease and we will not be obliged to cover any expenses which may be incurred by the party concerned and neither will we consider or accept any claims for compensation or refunds whatsoever.

A damage deposit of £40 per person is payable at least 4 weeks before departure. The £40 damage deposit of each passenger is combined to form one global damage deposit per group. Please note that in addition to the damage deposit certain providers of services may insist that one passenger per apartment leaves a visa swipe or a cash deposit at the reception or agency on arrival in resort in order to obtain their room keys.

In the event that there is an allegation that your party caused damage to any property whilst on the holiday we will either contact you directly or contact your university committee to discuss the allegations and the extent of the damage. Where we or your university committee reasonably decide that your party was responsible for the alleged damage the appropriate sum to rectify the damage will be retained from your party's damage deposit. Furthermore, you agree to pay in full for any damage sustained that is in excess of your party's damage deposit and we reserve the right to claim against you if any sum remains unpaid. If an individual's damage deposit is not sufficient to cover the cost of damage caused then we reserve the right to deduct any additional monies owed to The Company from the groups global damage deposit.

13. **DATA PROTECTION POLICY**

To ensure that your holiday runs smoothly, we need to use information such as your name and address, special needs, dietary requirements, etc. We will apply appropriate security measures to protect this data. However, we must pass it to suppliers of your travel arrangements, including airlines, hotels and transport companies. We may also supply it to security or credit checking companies, and to public authorities such as customs and immigration. If your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strict as in the UK. We will only pass data, including sensitive information regarding disabilities or dietary and religious requirements, to people responsible for your travel arrangements. If we cannot pass this information to the relevant suppliers, in the EEA or elsewhere, we cannot provide your booking. When you make this booking, you consent to this information being passed to the relevant people. We can supply a copy of your information held by us; there is a small charge for providing this. We may use this information to

contact you with details of other products and services offered by other TUI Travel LC Group companies, or by its trading partners. If you do not want this service, please write Student Skiing Limited trading as Off the Piste 5b Egerton Crescent, Withington, Manchester, M20 4PN.

14. **INSURANCE**

It is a condition of our accepting your booking that you take out adequate travel insurance for the whole period of your holiday. Details of the policy we offer are shown on our website. We do not accept liability for any losses suffered by yourself or your party as a result of your being uninsured or under-insured. Insurance cover will only be effective when your premium has been paid. Please read your policy details carefully and take them with you on holiday. We do not check alternative insurance policies

**NOTICE** This is a notice required by European Community Regulation (EC) No.889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montréal Convention, and it does not form part of the contract between us, the carrier(s) and you, nor part of a claim. No representation is made by us or the carrier(s) as to the accuracy of the contents of this notice.

**AIR TRAVEL CONDITIONS OF CARRIAGE**

You must comply with the conditions of carriage applied by land, sea and air carriers. The provisions of the Montréal Convention concerning the carriage of passengers and their luggage by air, and the airlines' conditions of carriage, may apply to you and your party during your flight, and during boarding and disembarkation. These provisions and conditions may limit or exclude liability for death or personal injury, or the loss of or damage to luggage, and may make special provisions for valuables. We will supply a copy of the conditions of carriage applicable to your holiday, and the Montreal Convention, if you request them.

**MONTREAL CONVENTION**

Air carrier liability for passengers and their baggage. This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention. Compensation in the case of death or injury. There are no financial limits to the liability for passenger injury or death. For damages up to 100,000 SDRs (approximately £80,000 / €120,000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault. Advance payments. If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximately £13,000 / €19,300). Passenger delays. In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4150 SDRs (approximately £3,300 / €5,000). Baggage delays. In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1000 SDRs (approximately £800 / €1,200). Destruction, loss or damage to baggage. The air carrier is liable for destruction, loss or damage to baggage up to 1000 SDRs (approximately £800) in the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault. Higher limits for baggage. A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee. Complaints on baggage. If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal. Liability of contracting and actual carriers. If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier. Time limit for action. Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived. Basis for the information. The basis for the rules described above is the Montréal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States."

Please check your airline tickets for details of your standard luggage allowance.

EU Airline Blacklist: In accordance with EU directive (EC) no. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available at <http://air-ban.europa.eu/>

Medical Conditions: If you have a medical condition, serious illness, recently undergone surgery, or have suffered a recent accident, you must advise us and you may need to be cleared for travel by the airline which will involve obtaining a Fitness to Fly Certificate from your GP. All requests for medical clearance must be submitted to the airline at least 4 working days before the date of departure. Conditions that require medical clearance may include respiratory, coronary or infectious illness.