

BOOKING CONDITIONS

1. BOOKING AND PAYMENTS

All ski course bookings are made with The Academy of International Sport Limited (trading as The Sports Academy 'The Company') registered in Companies House, Cardiff, No 5327191. Registered office: Church Farm, Clemenstone, Cowbridge, Vale of Glamorgan. CF71 7PZ. The Company is licensed by the Civil Aviation Authority, ATOL 6715 and is bonded to protect holiday payments and repatriation.

- a) A contract exists once the Company has received a signed booking form with payments of first deposits.
- b) The person signing the booking form guarantees payment to the Company of the total cost of the ski course booked, on behalf of all members of the party (or their parents or guardians if under 18 years of age).
- c) The person signing the booking form must ensure that all members of the party are aware of these booking conditions and agree to be bound by them.
- d) This contract is governed by and construed in accordance with English law and is subject to the jurisdiction of the Courts of England and Wales.
- e) First deposits of £100 per paying passenger must be submitted with the signed booking form. Confirmation of your booking will then be returned to you by post.
- f) No later than 6 weeks after confirmation of your booking, the company must receive the second deposit of £100 per paying passenger. The third (final) deposit of £100 must be paid 6 weeks later.
- g) The final balance must be received by the Company no later than 12 weeks prior to departure. Any changes, deletions or special requests must be submitted to, and agreed by, the Company in writing.

2. CANCELLATION/CHANGES BY The Company

- a) The Company reserves the right to cancel your ski course in the event that you fail to make payments, behave in an improper manner which creates the risk of injury or damage to property, or in the case of Force Majeure, war, threat of war, political crisis, civil commotion or strife, terrorist activity, strikes or industrial action, natural disasters, fires, technical problems to transport, closure of airport or other Force Majeure making it impossible or unreasonable for a party to travel. In the highly unlikely event of your ski course being cancelled you will have the choice of accepting an alternative arrangement or a full refund of the monies paid. We guarantee that we will not cancel your ski course after the final balance has been paid, except in the circumstances mentioned above.
- b) The Company will ensure that any alternative arrangements offered are of at least equivalent standard to those originally booked. If you are advised of a significant change to your ski course you have the choice of accepting these revised arrangements or a full refund of your monies paid. A significant change is defined as a change to your destination, a change to accommodation of a lower standard or a change to your scheduled time of departure or return by more than 12 hours (excluding flight delays - please refer to our insurance policy). Should you choose to accept the revised arrangements the Company will pay compensation to each full fare paying passenger as per the following schedule.

Period before scheduled departure Compensation per passenger within which you are notified of a significant change

More than 70 days Nil

35 - 69 days £10

15 - 34 days £15

Please note that compensation is not payable if the company is forced to cancel, or in any way change your ski course due to the events outlined in section 2a. In no cases other than circumstances beyond our control (see Section 2a) will the Company change your arrangements less than 14 days prior to departure.

3. CANCELLATION BY YOU

You may cancel your ski course. However, there will be a cancellation charge since the Company incurs expenses and losses when you cancel your ski course. All deposits are non-refundable. Written cancellations will only become effective when received by The Company by recorded delivery or fax. The table below outlines the scale of charges payable for cancellations made later than 10 weeks prior to departure:

70 to 28 days prior to departure 60% of the total invoice

27 to 8 days prior to departure 80% of the total invoice

7 days or less Total invoiced price

4. CHANGES BY YOU

You can make changes to your ski course booking. However, there may be financial consequences if you do so. After the Company has sent you confirmation of your booking, we have no obligation to make any change other than allowing you or any member of your party who is prevented from travelling to transfer their booking to someone else, provided you give us reasonable notice of the transfer and we are not prevented from doing this by a third party. Any changes must be submitted in writing and sent to the Company by recorded delivery or fax. If we are able to make the change there will be a charge as shown on the scale below:

When notification is received Change of name only Other changes

More than 42 days before departure £15 per name change £15 per person

42 - 49 days £15 per name change Cancellation charges

28 days or less £25 per name change Cancellation charges

*Name changes within 42 days of departure involving scheduled flights will incur additional charges and possible cancellation charges that may be levied by the airline. You will be liable for these charges in addition to the Company administration fee. In addition to the charges shown above, you are also liable for any costs incurred by the Company to make the change.

5. OUR LIABILITY

a) We accept responsibility in the event that the services which we contract to provide prove deficient or not of a reasonable standard. We also accept responsibility for the acts and/or omissions of our employees, agents, suppliers save where they lead to death, injury or illness except as provided in Section 5b below. In respect of the services provided by sea and air carriers, our liability in all cases shall be limited in the manner provided by international conventions.

b) We accept responsibility for death, injury or illness caused by the negligent acts and/or omission of our employees or agents together with our suppliers and subcontractors, servants and/or agents of the same whilst acting within the scope of, or in the course of their employment (other than sea carriers performing any domestic, internal or international carriage of whatsoever kind). We will accordingly pay to our clients such damages as might have been claimed in respect of death, illness or injury caused by negligence, as accepted under English Law, of our employees, agents or suppliers contracted or sub-contracted by us to provide any part of the arrangements for your ski course.

c) If any client suffers death, illness or injury whilst overseas arising out of activity which does not form part of the foreign inclusive tour arrangement or excursion arranged through us, we shall, at our discretion, offer advice, guidance and assistance to help you in resolving any claim you have against a third party, provided we are advised of the incident within 90 days of its occurrence. Where legal action is contemplated, our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to ourselves. Our costs in respect of the above on behalf of you and your party shall not exceed £5,000 in total.



6. COMPLAINTS

If you wish to make a complaint, please follow these steps:

- a) Tell our representative in resort and/or our supplier immediately so that remedial action can be taken without delay.
- b) If the problem cannot be resolved in resort, please submit a letter or completed ski course report form within 28 days of your return and send to: The Sports Academy, Church Farm, Clemenstone, Cowbridge, Vale of Glamorgan. CF71 7PZ. Please note that the Company will only deal with correspondence from the person signing the booking form or his or her authorised nominee. The Company will investigate complaints thoroughly and report back to the party leader.

7. PASSPORTS AND VISAS

It is the party leader's responsibility to ensure that all members of your party hold valid 5-year or 10-year passports that are 6 months valid from date of return. A visa is not required for British citizens holding a valid 5-year or 10-year passport travelling on holiday to Europe or North America. However due to on-going changes particularly related to USA immigration requirements, we recommend that you check with the relevant embassy prior to your departure regarding visa requirements. Your passport is currently valid for travel to USA and Canada provided that it has not expired before the return date of travel. If you hold a non-British passport please contact the consulate of the country you will be visiting regarding visa requirements.

8. BROCHURE ACCURACY

The Company's brochure is prepared many months before the ski season commences and although every effort is made to ensure complete accuracy, some details regarding resorts or accommodation may have changed from the time the brochure was printed. The availability of some facilities that appear in this brochure cannot be guaranteed as they are dependent on local weather conditions or may close without prior notice due to public holiday, festivals and routine maintenance. In these instances no refunds can be given. Our staff will make every effort to inform you of any changes or closed facilities that we become aware of. Some of the photography in this brochure are general skiing or snowboarding photographs and not specific to the resort pages in which they appear.

9. PARTY LEADERS' RESPONSIBILITY

Party leaders are fully responsible for all party members under the age of 18 for the duration of the ski course and are therefore required to obtain written parental authority from the parent or guardian of every travelling minor before departure. Party members over the age of 18 in full time education should have a letter of consent from their parent or guardian if they are to be granted free time out of the immediate supervision of party leaders. A medical release form will ensure that party members under your care receive immediate treatment in the case of any emergency. We recommend that you make three copies - one for your records, one for the medical centre and one for an emergency contact number in the UK.

10. FREE PLACES

Free places for accompanying party leaders and staff will only be confirmed once final payment is made and the total number of members in the party is confirmed.



11. PRICING POLICY

a) The following exchange rates as at October 29th 2009 apply: £1. = Euro 1.11

b) 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 have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any 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.

c) If the party consist of more than 20% adults, then the Company reserves the right to re-cost the total price of the ski course.