

The following booking conditions form the basis of your Holiday Contract with SKI NATION. They set out our respective rights and obligations and you should therefore read them carefully.

1. Making your booking.

To make your booking, you must complete our booking form. This must be signed by the party leader (who must be at least 18 years of age) on behalf of all persons named on the booking form confirming your acceptance of these booking conditions. The party leader will be responsible for all payments due in respect of the arrangements purchased. The booking form must then be forwarded to us together with a payment of £150/175€ per person. If booking 8 weeks or less before departure the full payment must be made at the time of booking. In addition, it is essential you take out appropriate insurance cover at the time of booking. Once we have received your booking form and all appropriate payments, we will, subject to availability, confirm your holiday by issuing a booking confirmation letter and invoice. This confirmation letter and invoice will be sent to you. The confirmation letter will include any special arrangements we have agreed to provide and forms part of your Holiday Contract. Please check the confirmation letter and invoice carefully as soon as you receive it and raise any queries immediately.

2. Your contract.

A binding contract between us comes into existence when we dispatch our confirmation letter and invoice to you. This contract and all matters arising out of it are governed by French law. In the unlikely event of any dispute between us, we both agree this will be dealt with by the courts in the Republic of France.

3. Payment.

As mentioned above, a payment of £150 / € 175 per person must be made before we can confirm your holiday. For bookings made 8 weeks or less before departure, full payment is required at the time of booking. The balance of the holiday price must be received by us not less than 8 weeks prior to departure. After we have dispatched your confirmation/invoice, no further reminders will be sent. If payment is not received in full and on time, we reserve the right to treat your booking as cancelled by you. In this case, the cancellation charges set out in clause 7 below will be payable. You may pay by cheque (UK bank or building society), sterling bankers draft, Eurocheque, in cash (euros) or by most credit/charge/debit cards. If any cheque is dishonoured, we reserve the right to charge £35 to cover our administration costs.

4. Insurance.

You must be adequately insured for your holiday. If you decide not to take out the insurance we offer, you must within 28 days of booking provide us with written details of your alternative insurance policy (which must offer at least comparable cover to the one we advertise). You must confirm in writing that you do not need our policy, that yours offers equivalent cover and you indemnify us from any claim whatsoever resulting from your decision to provide your own insurance cover. Please note, pregnancy and ill health may affect insurance cover. Please ensure you read your insurance policy document as soon as you receive it and take it on holiday. It is your responsibility to ensure the insurance cover you purchase

(whether it is the policy we offer, or another one) is suitable and adequate for your particular requirements.

5. The cost of your holiday arrangements.

We reserve the right to increase or decrease the prices of unsold arrangements at any time before your booking is confirmed. You will be given the correct current price of your chosen arrangements at the time of booking. Once your booking has been confirmed, we will guarantee not to surcharge any existing booked arrangements. This guarantee does not cover changes by you which may add to the facilities or services you receive and which may involve additional costs. Costs charged by carriers with whom you have a separate contract - even if arranged by us - may be subject to surcharges.

6. Changes by you.

Should you wish to make any changes to your arrangements after they have been confirmed, you must advise us in writing. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, the following administration charges will apply:-

Change of outward and/or return date of holiday treated as cancellation and re-booking - cancellation charges apply as set out in Clause 7.

7. Cancellation by you.

Should you or any member of your party need to cancel your chosen holiday once it has been confirmed, the person who signed the booking form must immediately advise us in writing. Cancellation charges will then be payable as set out below to compensate us for the cost of making your booking and the risk that we may be unable to re-sell your cancelled arrangements. These charges are calculated from the date written notice of the cancellation is received by us as a percentage of the total price payable excluding insurance premiums and any amendment charges which are non refundable in the event of your cancellation.

Period before departure within which written notification of cancellation is received by us the cancellation charge will be.

More than 56 days = Deposit

56-42 days = 30%

41-28 days = 50%

27-14 days = 80%

Less than 14 days = 100%

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy.

8. Changes by us.

Our holidays are planned months in advance. It is therefore sometimes unfortunately necessary to make alterations to brochure and other details both before and after bookings have been confirmed. We reserve the right in our absolute discretion to do so. Most changes will be minor ones. Occasionally, it may be necessary to make a significant change. Significant changes include: a change

of accommodation to that of a lower category or standard for the whole or a significant part of your holiday; a change in the accommodation area for the whole or a significant part of your holiday or the withdrawal of a significant number of our advertised activities for the whole or a significant part of your holiday. Most other changes are treated as "minor" changes. If it is necessary to make a significant change before departure, we will advise you as soon as practicable. If there is time to do so before departure, we will then offer you the choice of:-

1. accepting the changed arrangements as notified to you
2. purchasing an alternative holiday, of a comparable standard if available (if the holiday is less expensive than the original one, we will refund the difference, if it is more expensive, you will have to pay the difference)
3. cancelling your holiday and receiving a full and prompt refund of all monies paid to us.

If it is necessary to notify you of a significant change 8 weeks or less before departure, we will in addition pay you compensation as set out in the scale appearing below subject to the following exceptions:

Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where the change is made as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. For significant changes, any liability we have is limited to offering the above choices and the compensation payments (where applicable) set out below. No compensation is payable if we notify you of any change more than 8 weeks before departure. We cannot be responsible for any costs or expenses you may incur as a result of any change. No compensation is payable for minor changes. Minor changes do not entitle you to cancel or change to another holiday without paying the normal charges.

The compensation per person before departure change or cancellation is notified to you:-

More than 56 days = £0

56-29 days = £45

28-14 days = £65

Less than 14 days = £90

9. Cancellation by us.

Very occasionally, it may be necessary to cancel a confirmed holiday. We must reserve the right to do so. However, we will not cancel within 8 weeks of departure unless you have failed to make payment in full and on time or we are forced to do so as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. Where your holiday is cancelled other than due to your default in payment, we will offer you the choice of purchasing an alternative holiday of a comparable standard if available (if the holiday is less expensive than the original one, we will refund the difference, if it is more expensive, you will have to pay the difference) or receiving a full and prompt refund of all monies you have paid to us. In addition, if we notify you of cancellation 8 weeks or less before departure, we will

pay you compensation as set out in clause 8 "Changes by us" above subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted (1) where we are forced to cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) where an insufficient number of people book your chosen holiday and we notify you that we are canceling for this reason not less than 4 weeks before departure. In all cases, our liability is limited to offering the above choices and the compensation payments (where applicable) set out in clause 8. If we notify you of cancellation more than 8 weeks before departure, we will pay compensation of £20 per person. We cannot be responsible for any costs or expenses you may have as a result of cancellation. Very rarely, we may be forced to curtail your holiday after the date of departure where circumstances amounting to 'force majeure' as described in clause 10 below occur. In this very unusual situation, we regret we cannot make any refunds (except where refunds are obtained from any supplier), meet any cost or expenses you may incur as a result or pay any compensation.

10. Force Majeure.

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by 'force majeure'. In these booking conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

11. Our liability to you.

We accept responsibility for ensuring that all parts of our contract with you are properly performed subject to the following exceptions. We cannot accept liability where any failure to perform or improper performance was due to:-

1. the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
2. those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
3. an event which either ourselves or the supplier of the services in question could not have foreseen or forestalled even with all due care.
4. ACTIVITIES WITH SKI NATION - if you carry out any activities with a member of SKI NATION staff or representative of SKI NATION, SKI NATION cannot take any responsibility for injuries howsoever caused. At all times clients must use their own judgments based on their abilities, and all activities are at their own risk.

In all cases except where personal injury, illness, death, loss and/or damage to and/or of luggage or personal possessions (including money) results or a lower limitation applies, our maximum liability is however limited to twice the price (excluding insurance premiums and amendments charges) paid by or on behalf of the person(s) affected in total. In the case of loss and/or damage to and/or of luggage or personal possessions (including money), our liability is limited to £25 per person as you are assumed to have taken out adequate insurance at the time of booking. Where any claim or part of a claim concerns or is based on any travel

arrangements made by us which are provided by any air, sea, rail or road carrier, or any stay in a hotel, the maximum we will have to pay you in respect of that claim or part of the claim if we are found liable to you on any basis, is the maximum which would be payable by the carrier or the hotel keeper concerned under the applicable international convention (eg Warsaw Convention or Athens Convention) in that situation. You must give credit for all payments due or received from any carrier or hotel keeper which in any way relate to the claim in question. You must also provide ourselves and our insurers with all assistance required.

12. Complaints.

In the event that you have reason to complain whilst on holiday with us, you should immediately notify a member of staff. By raising complaints early, they can often be dealt with quickly so the rest of the holiday can continue to your satisfaction. If you are still unhappy after your initial complaint, please ask to see either of the Directors. It is in your best interests to follow this procedure, but if you choose not to, or you are not satisfied with the way your complaint has been handled, you have 28 days from the end of the holiday in which to write to us with full details. For all complaints and claims which do not involve personal injury, illness or death, we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

13. Conditions of suppliers.

Please note that all services are provided subject to the conditions of the relevant supplier. Some of these conditions may limit or exclude the supplier's liability to you, usually in accordance with the appropriate international conventions. Copies of the conditions which affect you are available on request.

14. Special requests.

If you have a special request, please clearly note it on your booking form or if after booking, make it in writing. A special request will only be binding if we have confirmed in writing that it will be complied with. Therefore, unless we have agreed in writing to provide such a service or facility, failure to meet any special request will not be a breach of contract on our part. If we undertake to pass on requests to suppliers or other service providers (for instance ski schools or airlines) we cannot guarantee such requests will be met even if we have confirmed that they have been passed on. If you have any medical problem or disability which may affect your holiday, you must advise us in writing at the time of booking giving full details. If we reasonably feel unable to properly accommodate your particular needs, we must reserve the right to decline your booking, or cancel it when we find out the full details if you fail to provide these at the time of booking.

15. Delay.

We regret we are not in a position to assist you in the event of delay at your outward or homeward point of departure. Any airline concerned, may, however, provide refreshments etc.

16. Behaviour.

When you book a holiday with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be made at the time to ourselves or the third party concerned. If you fail

to do so, you must indemnify us against any claims (including legal costs) subsequently made against us as a result of your actions. We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority you or any member of your party behave in such a way as to cause or to be likely to cause distress, danger or annoyance to any third party (including other clients and staff) or damage to property, we reserve the right to terminate the holiday of the person concerned without notice. In this situation, our responsibilities towards that person (including any return transport arrangements) will immediately cease and we will not be responsible for meeting any costs or expenses they may incur as a result. We will not make any refunds or pay any compensation to the individual involved or to members of his/her party or associates wishing to curtail their holiday as a result.

17. Passport, visa and health requirements.

Details of passport, visa and health requirements for our holidays applicable to British citizens holding a full British passport are shown under your holiday explanations and advice in our brochure. Non British citizens and British citizens not holding a full British passport must consult the relevant Embassy or Consulate. Requirements may change and you should check the up-to-date position with the Passport Office. We cannot accept any liability if you are refused entry onto a flight or into any country due to failure on your part to carry the correct passport, visa or other documents required by any airline or authority.

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