

## **BOOKING TERMS AND CONDITIONS**

This document sets out the standard booking terms and conditions ('**Terms**') of The Ski Week Ltd (referred to in this document as '**TSW**' and trading as '**The Ski Week**'), a company registered in the United Kingdom with the number 9116193 whose registered address is Unit 1 Utopia Village, 7 Chalcot Road, London NW1 8LH. These Terms apply to all bookings with TSW including those made through TSW website ([www.theskiweek.com](http://www.theskiweek.com)). By making a booking you accept these Terms will be included in your contract with TSW subject to clause 5.

Please ensure that you read this document in full before booking. Important sections are underlined.

### **DEFINITIONS**

1. References to "**we**", "**us**" and "**our**" means TSW, whereas references to "**you**" and "**your**" means all Guests, including a Booking acting on behalf of other Guests.
2. "**Guests(s)**" refers to all customers and, in the context of a Group, a Guest is an individual person who is part of a relevant Group, with "**Group**" referring to a group of Guests booking together.
3. "**Booker**" refers to a Guest who acts on behalf of other Guests in a Group by handling payment for the holiday and other logistics.
4. "**Written**" or "**in writing**" refers to any correspondence, either by email or by posted letter, between you and TSW or by notification on the relevant section of the TSW website.

### **YOUR CONTRACT**

5. The type of arrangements you book will determine if your contract is with us or with another supplier of travel services. Your contract will be with us if you book, at an inclusive price, at least 2 or more of the following pre-arranged combination of services:
  - (a) transport (e.g. coach transfer from the airport to the resort);
  - (b) accommodation (e.g. in one of our partner apartments); and,
  - (c) other tourist services not ancillary to transport or accommodation which account for a significant part of the arrangements (e.g. an event pass);

when the above services are taken together and:

- (d) cover an uninterrupted period of at least 24 hours; and/or,
  - (e) include an overnight stay.
6. If the arrangements booked with us do not fall within clause 5, your contract will be with the relevant supplier and not with TSW. The relevant supplier's details will be provided to you at the time of booking, together with their standard terms and conditions which shall apply to your booking with the relevant supplier.  When a booking is made through a supplier TSW shall have no responsibility over the booking procedure of the supplier, and shall not be liable for any fault of said supplier.
  7. When you ask us to confirm your holiday booking you guarantee to TSW that you accept, and have authority to accept on behalf of your party and/or obtained permission to accept from

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your Group, these Terms and have read the important information relating to your holiday booking. These Terms, along with the information contained in your booking confirmation invoice email ('**Invoice**') comprise your contract with TSW (subject to clause 5) and the agreement of all those listed on the holiday booking on whose behalf the Booker is acting. No variations to these Terms shall be valid unless agreed by us in writing. TSW reserves the right to amend these Terms from time to time.

8. When you confirm your holiday booking you also agree to us processing the personal information you supply relating to you and your Group in order to procure for you the services requested under the holiday booking. Our holidays start and finish at the destination or points of travel stated on your Invoice. We are not responsible for your travel to and from the destination or points of travel or for any additional expenses including but not limited to travel costs, accommodation costs, subsistence, or loss of earnings caused by delays (howsoever caused). These expenses may however be recoverable under any private travel insurance policy you have in place. □
9. Changes to these Terms or to any information appearing in our promotional material will only be valid if expressly agreed by us in writing. Our website will display any changes to this information. You are encouraged to check our website for updated Terms before booking. □
10. We cannot accept liability for, and cannot guarantee, the accuracy of telephone or other oral conversations and the accuracy of prices, quotes and booking information on our website. Therefore, all telephone and website prices, quotes and booking information are subject to our written confirmation. This is why it is important that you check your confirmation invoice as soon as you receive it.
11. We will not accept any liability for any errors on your Invoice that are not brought to our attention in writing at [info@theskiweek.com](mailto:info@theskiweek.com) within 5 clear working days of the date of your Invoice.
12. There may exist circumstances in which we are unable to confirm part of your holiday booking arrangements at the time of confirmation of your holiday booking. Examples include but are not limited to coach transfer departure times. If these circumstances exist, you will be informed of this in your Invoice.
13. You must be at least 20 years of age to book with TSW. There may be other age restrictions relating to our offers or services and these will be detailed in these offers or in the descriptions of these services.
14. In these terms and conditions, the '**Booking Ratio**' refers to any Group's gender ratio applicable to or otherwise prevailing at the time the Booker made the relevant TSW holiday booking, whereas the '**Checking-In Ratio**' refers to any Group's gender ratio at the time of checking-in at any TSW check-in venue. In the event the Checking-In Ratio does not conform to the Booking Ratio, TSW reserves the right to either refuse wristband allocation or apply a EUR(€) 200 administration fee on-site to adjust the Checking-In Ratio to conform to the Booking Ratio. The EUR(€) 200 administration fee shall apply to each and every guest which requires adjustment and shall not be blanket administration fee applicable to the booking as a whole. By way of example, if a group of ten persons has a Booking Ratio of 50/50 males to females, then an administration fee of EUR 800 shall apply in the event the Checking-In Ratio is 70/30 males to females.
15. The Booking Ratio cannot be changed once entered. There is a possibility that TSW staff may be able to make manual changes to your booking in order to alter the Booking Ratio, but

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these changes cannot be guaranteed. Should any change be possible, an admin fee will be chargeable in accordance to clause 65. TSW accepts no liability if you make a mistake when entering the Booking Ratio.

## **ANCILLARY PRODUCTS**

16. From time to time TSW may offer the purchase of ancillary products to the package provided. These products are additional to the services provided and thus are subject to payment of a fee, to be paid by you after completion of the overall booking.
17. These products are subject to availability.
18. Some of these ancillary products may be provided by a third party to this agreement. These services include but are not limited to ice fishing and skijoring.
19. In circumstances where a third party provides the service, and TSW simply acts as facilitator, the terms and conditions of the third party shall prevail. TSW shall have no responsibility for the services provided nor liability for damage or loss caused by the provision of these services in circumstances where any such risk was not reasonably foreseeable by TSW.
20. TSW cannot warrant nor guarantee that the third party services offered shall operate on the date in question. Reasons for this may include force majeure events or capacity issues. In such circumstances the service may be cancelled without notice, in which case TSW shall endeavour to refund the full amount paid for the service or offer an alternative replacement subject to the discretion of TSW, provided the service has not been cancelled due to the existence of a force majeure event. TSW shall have no liability for any loss of enjoyment nor associated damages that may arise out of the service's failure to perform.
21. Where these ancillary products are provided by TSW, you accept full responsibility for any activities you participate in. Such responsibility may include but shall not be limited to:
  - a) dangerous activities which may pose a threat to yourself or those around you;
  - b) responsible drinking; and
  - c) altering the relevant provider of any allergies or sensitivities you or a member of your booking suffers from.
22. TSW shall have no responsibility for any allergies or sensitivities of which they are not made aware of.
23. Although some products may be provided by TSW, there may be elements of the products in which TSW has no control over, such as the preparation of food and beverages. As these services are ancillary to your booking they do not form part of the Package provided to you, and as such TSW shall have no responsibility for any elements of the ancillary products that are out of its direct control. This shall include but shall not be limited to food poisoning.
24. Operation of ancillary products provided by TSW may be dependent on a minimum number of persons attending/booking the service in question. By making the booking you understand and appreciate the service may be rightfully cancelled, postponed or otherwise amended by TSW due to the number of attendees/bookings.

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25. TSW reserves the right to increase any quoted prices to reflect the minimum number of attendees/bookings not being achieved, if the group size fluctuates and where resources have increased in price.
26. For the avoidance of doubt, nothing in this agreement acts as a waiver to your contractual or other rights of enforcement against any relevant party.

### **PAYING FOR YOUR HOLIDAY**

27. The holiday booking procedure is as follows:
  - a) on making a booking you should provide TSW with the number of places you wish to reserve by completing the online booking form via TSW website with the Guest names together with any additional Guest information (if required);
  - b) your Invoice will be sent to the Booker via email;
  - c) your Invoice will state the total holiday booking cost and the dates by when payments must be received by TSW (with such cost and dates to differ from event to event);
  - d) if the final balance is not received by the final balance due date then TSW may automatically treat this contract as being cancelled;
  - e) if any money is paid by Guests to the Booker until it can be paid to TSW, the Booker shall hold such money on trust and be responsible for any monies owed or outstanding by those Guests (no Group booking will be confirmed until all members constituting the Group have made their final payment and the Group, as a whole, have no outstanding balance due); and,
  - f) in the unlikely event of a payment error in your Invoice (e.g. where a duplicate payment is taken on the booking) it will be your responsibility to contact us and highlight the error within five clear working days of the date of the Invoice.

### **CHANGES IN THE PRICE OF YOUR HOLIDAY**

28. Price of your holiday shall remain the same from the time that it was booked subject only to the correction of obvious pricing errors and where expressly stated in these Terms. We reserve the right to correct any errors in both advertised and confirmed prices. We also reserve the right to amend prices with regard to changes in any external supplier costs (subject only to new bookings or items on current bookings that have not yet been paid for).
29. If there is an error in room type, occupancy or price, we reserve the right to amend the price or accommodation to a reasonable alternative should that room type not be available.
30. We shall endeavour to inform you of any price changes as soon as we become aware that changes need to be made to the price of your holiday booking.
31. Coach transport suppliers may charge a fuel supplement (due to the instability in oil prices) which will be included in the price of your holiday. As oil prices change regularly, the price you pay for this component of your holiday booking may not be displayed on our website as we are not always able to make changes as quickly as oil prices change.
32. Once the price of your chosen holiday has been confirmed, then, except to correct omissions or errors, we will only increase the price of your holiday in the following circumstances:

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a) changes in transportation costs (including the cost of fuel); and,  
b) dues, taxes or fees chargeable for services; and,  
the fluctuation of exchange rates also means that the price of your travel arrangements may change after you have booked your chosen holiday.

33. You will not be charged for any increase equivalent to 2% or less of the price of your booking, which excludes insurance premiums and any amendment charges. You will be charged for any amount in excess of 2% of the holiday booking price. If this means that you have to pay an increase of more than 10% of the price of your original holiday booking, you will have the option of:
- (a) 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,
  - (b) cancelling and receiving a full refund of all monies paid except for any amendment charges initiated.

## INSURANCE

34. It is a condition of booking that all Guests must travel with a fully comprehensive travel insurance and/or winter sports holiday insurance under which they are fully covered prior to departure. No liability will be accepted by TSW for any Guests travelling without adequate insurance.
35. Many insurance policies that have a winter sports section tend not to cover you for costs associated with events such as travel delays or piste closure due to too much or too little snow. Your insurance policy should cover you for medical expenses and cancellation charges. It is important that you check any policy thoroughly and it is a condition of your holiday booking that you are covered by a comprehensive insurance policy of at least equivalent cover to that suggested by us.
36. It is your responsibility to ensure that any purchased insurance cover is adequate for your particular needs and the needs of your Group if you are booking insurance on behalf of other Guests. It is also your responsibility to obtain additional cover if appropriate in line with any terms and conditions stated in any insurance policy you purchase, and to bring all necessary documentation with you on holiday.
37. Should you or any members of your Group fail to purchase travel insurance and/or winter sports holiday insurance contrary to clause 34, or fail to purchase such insurance cover of at least the same level as suggested by TSW, you agree to release TSW from all possible liabilities and consequences in respect of any matters arising that otherwise would be covered and agree to indemnify and hold harmless TSW for any costs that would have been covered by the suggested policy. This means that you must pay for or reimburse us in respect of any costs arising from your failure to purchase a policy of comparable cover as that suggested.
38. Your insurance policy is only valid when you have paid your insurance premium. Your first payment to TSW does not include your insurance premium. To validate your policy, you must pay for it in full.

## DEPOSIT

39. On arrival at the destination you will pay a deposit to either TSW or to the accommodation service provider on-site. Information regarding the deposit can be found on TSW website or in

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your Invoice. This deposit will be held for the duration of your holiday to offset any charges, fees, fines, or other amounts incurred by your Group during your holiday.

40. Although the deposit amount may be calculated by reference to the number of people included in a Group, the deposit is paid as a single lump sum on behalf of the Group and is not divisible. For example, the entire deposit amount may be used to offset costs incurred by a single member of the Group.

41. Amounts may be deducted from the deposit where a member or members of a Group act in such a manner as to cause nuisance or distress or danger to themselves or to other Guests or to third parties, even where no financial loss has been incurred.

### **SPECIAL REQUESTS**

42. Although we will endeavour to pass any reasonable requests on to our relevant suppliers we regret that we cannot promise that any requests will be complied with unless our suppliers have specifically confirmed this in writing to you.

43. Confirmation that a special request has been noted or passed on to the supplier, or the inclusion of the special request on your Invoice or any other documentation, is not confirmation that the request will be met. Special requests should be treated as unavailable unless and until specifically confirmed and are subject to availability.

44. Special requests do not form part of our contractual agreement and we will have no liability if they are not met.

### **PASSPORT**

45. It is your responsibility to ensure that you have a valid passport and to ensure that you have any relevant visas that may be required.

### **AIRPORT COACH TRANSFERS**

46. We often need to combine airport transfer routes to and from the resorts for passengers from arriving and departing flights on outbound and inbound journey for the airport coach transfers. This means that you could experience additional waiting time for transfers on arrival at and return to the airport. In each instance we will do our best to keep waiting times to a minimum, but a waiting time of approximately two hours may be expected from the flight arrival time and the coach transfer departure. Similarly, excluding the two-hour required check-in time, a waiting time of two hours may be experienced from arriving at the airport and the departure of your flight.

47. You must be aware that the coaches may stop to allow the driver a break or to change drivers in order to comply with legal requirements relating to driving hours.

48. If we are unable to drop you directly at your accommodation (e.g. due to narrow roads) you will be dropped as close as reasonably possible.

49. TSW cannot guarantee that an officer, employee, agent or intern (**'TSW Representative'**) will be on-board each individual airport coach transfer.

50. All Guests on board an airport coach transfer to the resort agree to be bound by the rules and regulations of travel and to follow the reasonable instructions of the driver at all times. Failure

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to comply with any relevant legislation (e.g. rules relating to the consumption of alcohol or smoking while travelling by coach) or any reasonable request from either the coach driver or TSW Representatives will be treated as a breach of contract by the Guest(s) concerned. This may result in the holiday booking contract being terminated and/or the expulsion from the vehicle of the Guest(s).

51. Airport coach transfers are offered as a standalone option and are linked directly to published flight times. TSW will not, in any case, accept any responsibility for cancelled, delayed, rescheduled flight times or re-routed flights purchased through a third-party that affects the booked airport coach transfer. Should a booked flight be cancelled, delayed, have its flight times re-scheduled or re-routed by the relevant airline, TSW cannot alter published airport coach transfer schedules in order to accommodate such changes since airport coach transfers provide transport for multiple inbound and outbound flights.

52. TSW will not monitor any changes to individual flight details. Should your flight be cancelled, delayed, re-scheduled or re-routed by the relevant airline after an airport coach transfer has been booked, it is the responsibility of the Guest(s) to inform TSW.

53. When travelling by coach from the airport to the resort you must be at your pick-up point at the departure time, final details of which including the location of the pick-up point, will accompany your travel documents.

54. In the event that the relevant airport coach transfer is cancelled by TSW, the Guests will be offered a full refund of the airport coach transfer cost only thereby allowing Guests to use this refund towards making their own travel arrangements to and from the destination.

55. Regardless of mode of transport delays can occur. By choosing to travel by coach you acknowledge that due to weather conditions, mechanical failure, traffic, an accident or some other reason, the likelihood of delay often cannot, even with all due care, be predicted or prevented. Accordingly, we cannot accept liability for any inconvenience or expenses you may incur as a result of such delays.

56. In the event of a delay due to mechanical failure or an accident, we will take reasonable care to remedy the problem or to arrange an alternative vehicle as soon as possible. We will make every effort to operate coaches of the standard described but cannot accept any liability whatsoever on the basis of an inferior vehicle being used as a relief or replacement or in cases of 'Force Majeure'.

## **YOUR LUGGAGE**

57. Luggage will be stored in the hold of the coach and is not accessible during the airport transfer journey.

58. It is the responsibility of each individual Guest to ensure the safe loading under instruction of the driver and unloading of their luggage on any coach. TSW cannot accept any liability whatsoever for any luggage that was incorrectly loaded and subsequently damaged, or that was lost due to being left behind at the pick-up point.

59. Small hand luggage may be taken on board the coach to carry toiletries, passports, money and other valuables. TSW cannot accept any liability whatsoever for any items left on board the coach or for money and valuable items stored in the hold.

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60. It is the responsibility of each individual Guest to claim their personal luggage from the hold upon arrival at the destination. TSW strongly advises you not to give permission to a third party to load or unload your luggage unless you are prevented from doing so due to medical or other reasons.

#### **ACCOMMODATION AND INVENTORY**

61. Upon checking in to your accommodation you may be charged a deposit, the price of which is dependent on the type of accommodation booked. This will be paid out of the deposit paid under clause 39 of these Terms. TSW cannot accept liability whatsoever for the return or loss of such monies.

#### **PHYSICAL FITNESS AND DISABILITY**

62. Skiing, including travel within the resort, is physically demanding. If you or any member of your Group has any medical problem or disability which may affect any component of the holiday booking of that person, you must notify TSW of this medical problem or disability prior to making your booking so that we can advise you on the suitability of the chosen holiday. You must give us full details (if any) in writing prior to making your booking. If we in our absolute discretion feel unable to properly accommodate the particular needs of the person concerned we reserve the right to decline to accept, cancel or amend the booking.

#### **CHANGING OR CANCELLING YOUR BOOKING**

63. As any payment by you triggers TSW's obligations with external partners, any sum paid towards the first instalment, even if not the full amount, will not be refunded. Subject to clauses 64 to 66 inclusive of these Terms:

- (a) Cancellations must be confirmed in writing by the Booker. Your cancellation will not be confirmed until you have received confirmation in writing from us. To cover the cost of processing your cancellation and compensate us for the risk that we may not be able to re-sell your holiday, the following minimum cancellation charges (as a percentage of the total booking cost) shall apply – for cancellation requests received and confirmed:
- (i) prior to 28 August 2018, 0% plus a 5% admin & processing fee.
  - (ii) prior to 30 September 2018, 20% plus a 5% admin & processing fee.
  - (iii) prior to 30 November 2018, 50% plus a 5% admin & processing fee.
  - (iv) between 30 November 2018 and more than 45 days prior to start of the event (check your booking for the event start date), 70% plus a 5% admin & processing fee.
  - (v) 45 days prior to the event start date, check your booking for the event start date, 100% (i.e. no refunds whatsoever can be made for cancellations within this period).

Refunds shall be made back to the payment card used for the original payment within 30 days after the cancellation has been confirmed. No exceptions to the deadlines listed within this clause 63 (a) can be made.

**Updated 19 November 2018**



(b) Depending on the reason for the cancellation you may be able to reclaim the cancellation charges under the terms of your travel insurance policy required pursuant to clause 34 of these Terms. However, you must have paid for your holiday booking in full and notified us of your cancellation before seeking a refund under your travel insurance policy.

(c) You may change the name of any individual in your Group except the name of the Booker. Regard must be had to the gender ratio requirement among any other characteristic required of Guests without incurring any cancellation charges (other than an amendment fee) provided that 21 days' notice prior to departure is given to TSW and TSW consents to the change of name.

(d) If the cancellation of any individual in your Group results in under-occupancy of a hotel room, apartment or chalet, those remaining Guests in the same holiday booking must pay an empty bed charge (if applicable). □

64. If you change your booking:

(a) After you notify Guest names to TSW and after your Invoice has been issued by TSW, where you request a change of name of an individual in your Group pursuant to clause 63(c) of these Terms and if we are able to comply with your request this will incur an administrative charge payable by you. TSW reserves the right to treat your holiday booking as cancelled and render it subject to cancellation charges in the event you submit a request to change the name of an individual in your Group pursuant to clause 63(c) of these Terms within the period of eight weeks prior to departure.

(b) You may add additional Guests to your Group at any time provided that:

(i) TSW has confirmed availability;

(ii) the additional Guests meet the gender ratio requirement among any other characteristic required of Guests; and,

(iii) you have made the necessary payments to TSW in respect of the additional Guests.

(c) In any event TSW cannot guarantee that any changes to your holiday booking will be possible.

(d) Any and all items of transport, accommodation, and/or tourist services not ancillary to transport or accommodation which account for a significant part of the arrangements that have been booked as components of your holiday booking ('**Package Component**') shall only be made available to the persons named on your Invoice and/or other relevant documentation and are non- refundable in accordance with clause 63(a) of these Terms. TSW reserves the right to treat your holiday booking as cancelled and render it subject to cancellation charges in the event you sell, attempt to sell, or otherwise transfer any Package Component to a third party without TSW's prior written consent.

65. Without prejudice to any other clause in these terms and conditions, TSW reserves the right to apply a EUR(€) 200 administration fee in the event you request any manual change to be made to your booking. For the avoidance of doubt, manual changes are those changes which must be authorised by TSW and implemented on an ad-hoc basis by a member of TSW staff. The EUR(€) 200 administration fee shall apply per manual change and shall not be a blanket administration fee applicable to a bundle of manual changes.

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66. If we change your booking:

- (a) The Package Components provided by TSW are put together in good faith and many months in advance. By making a booking you acknowledge and understand that certain aspects of the Package Components can go away from the usual and/or expected course and therefore TSW reserves the right to make alterations to and correct any errors in the Package Components at any time before and after your holiday booking has been confirmed. TSW may make two types of changes:
- (i) small operational changes (**‘Minor Changes’**) for example changes in airport coach transfer timings of less than twelve hours and changes of accommodation to another of the same or higher standard, which may not be specifically notified to you (but will appear on your Invoice and/or other travel documentation) and which do not entitle you to cancel your holiday booking without penalty; and,
  - (ii) significant operational changes (**‘Major Changes’**) for example changes in accommodation to another of a lower standard (based on TSW rating), the alteration of your departure or return time by more than twelve hours, or the unavailability (not by reason of Force Majeure under clause 66(f) of these Terms) of any Package Component.
- (b) Unfortunately, it is sometimes necessary to make Major Changes, and if a Major Change is made to your holiday booking in respect of which you have received your Invoice and/or if we cancel your holiday booking within 63 days of the departure date, you may choose to:
- (i) accept the changed arrangements as notified to you by us;
  - (ii) purchase a replacement holiday from us of at least the same standard if available (and pay more or receive a refund in respect of any price difference); or,
  - (iii) cancel your holiday and receive a full refund in respect of all monies paid to us.
- (c) TSW shall not be liable in any circumstances whatsoever in respect of any costs or expenses that you incur in relation to any Package Components booked through a third party, including but not limited to airfare and travel insurance.
- (d) If a significant change is made as a result of circumstances beyond our control or that of our suppliers, the consequences of which we or our suppliers could not reasonably have avoided (including but not limited reason of Force Majeure under clause 67(f) of these Terms) you will not be entitled to any refund or other compensation.

67. If we cancel your booking:

- (a) We may sometimes be forced to cancel a holiday if we fail to reach a minimum number of bookings. This happens on very rare occasions when it becomes impossible to run a particular holiday due to low numbers. TSW reserves the right to cancel the whole or part of any Package Component(s) for the reason described in this clause 67(a).
- (b) TSW operates a gender ratio requirement as described on TSW website. TSW reserves the right to cancel a holiday booking without any refund whatsoever if that holiday booking fails to meet the gender ratio requirements.

**Updated 19 November 2018**

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- (c) We reserve the right to cancel your holiday in any circumstances, but where your holiday is cancelled by us for any reason other than one mentioned in these Terms, we will offer you the choice of either purchasing an alternative holiday of at least the same standard if available (and paying or receiving a refund in respect of any price difference) or receiving a full and immediate refund of all monies paid to us. In the event of a conflict between this clause 67(c) and any other clause in these Terms, that other clause will prevail.
- (d) TSW cannot under any circumstances whatsoever meet any expenses or costs you incur as a result of any cancellation.
- (e) Very rarely we may be forced to cancel, curtail or change your holiday after the date of departure where circumstances amounting to Force Majeure under clause 67(f) of these Terms exist. In these very rare situations TSW cannot make any refunds, pay any compensation or be responsible for any costs or expenses you may incur as a result.
- (f) Except where otherwise stated in these Terms, we cannot accept liability or pay any compensation where the performance or proper performance of our contractual obligations is affected by reason of circumstances amounting to Force Majeure under this clause 67(f). In these Terms, '**Force Majeure**' means any event which we or the relevant supplier of the Package Component in question could not, even with all due care, foresee or avoid. Without prejudice to the generality of the foregoing Force Majeure events may include but are not limited to war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and similar events beyond any reasonable control. □

## YOUR CONDUCT

68. As soon as your online booking form has been submitted to us, the Booker agrees to accept responsibility for the good conduct of the Group as a whole. Without prejudice to the generality of the foregoing, the Booker must specifically ensure that:

- (a) all local laws, including but not limited to those relating to the consumption of alcohol and illegal drugs and other prohibited substances, are at all times obeyed;
- (b) no Guest smokes in the hotel accommodation or apartment, or on board any public or private transport, or in any way causes a fire hazard or contravenes the local anti-smoking laws; and,
- (c) Guests act in a responsible fashion and do not behave in a way likely to cause damage to property, or offence or danger to other people. □

69. The Booker agrees to be responsible for any damage to the accommodation or loss to the accommodation owner or manager or other supplier, which must be paid at the time direct to the relevant accommodation owner or manager or other supplier. If the Booker fails to do so, the Booker agrees to be responsible for indemnifying TSW or otherwise meeting any claim subsequently made against TSW as a result (including responsibility for any associated and reasonably incurred legal costs).

70. If the behaviour of any Guest is causing or is likely to cause offence, danger, damage to property and/or distress to others, we reserve the right at all times and without prior notice to terminate the holiday of the Guest(s) concerned or, at our absolute discretion, that of the whole Group. If, for example, any coach driver, accommodation owner or manager or other supplier, or senior TSW Representative, considers that any Guests' behaviour is

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unacceptable, they are authorised to terminate a booking or Package Component wherever and whenever necessary and require the Guest(s) to be expelled from the booking or Package Component. If a Guest's holiday is terminated or if a Guest is expelled from the booking or Package Component under this clause 70 TSW will have no further responsibility to refund that Guest nor to compensate that Guest in respect of return travel costs. No refunds or payments will be made under any circumstances whatsoever and TSW will not pay any expenses or costs incurred as a result of holiday termination or expulsion from the booking or Package Component under this clause 70.

71. TSW reserves the right to refuse to accept you as a Guest or to continue dealing with you if your behaviour affects or threatens to affect other Guests or third party travellers, or is threatening, disruptive or abusive towards TSW Representatives either in the United Kingdom or abroad. This includes but is not limited to oral discussions over the telephone as well as communication in writing.

72. If any particular Package Component supplier considers you or any of your Group to be disruptive they can refuse to allow you to proceed with that particular Package Component.

73. If you have caused or cause damage, then TSW reserves the right to withhold access to any particular Package Component until you fully indemnify or reimburse TSW in respect of the damage caused. If you have caused damage whilst on your holiday, you agree that you will be responsible for your own transport and accommodation including any alternative arrangements for those Guests who will not travel without you. In any of these circumstances TSW will not make any refunds or pay you any compensation whatsoever. In any of these circumstances TSW reserves the right to make a claim against you and/or instigate criminal proceedings if your behaviour has resulted in additional costs to us.

## **YOUR ACCOMMODATION**

74. Only those Guests named on your Invoice can use the Package Components arranged by us under your holiday booking. You are not permitted to share any particular Package Component with any person not named on your Invoice. You agree not to damage any accommodation and to abide by any local laws, particularly in relation to noise.

75. You are liable for the cost of any damage or loss that is attributable to your conduct and/or fault, and TSW, any TSW Representatives and any relevant suppliers shall be entitled to recover from you any costs if necessary before the conclusion of your holiday and before your homebound transfer.

76. The Booker shall be liable in the first instance for any claims against the Group. You or your Group may be denied any return boarding of transport if you refuse to pay or to undertake a commitment to pay on your return home.

## **USE OF VEHICLES**

77. When making your booking you may decide on an event that utilises vehicles such as but not limited to RVs (Vehicles). In making such a booking you confirm that at least 1 person within your booking party is currently in possession of a valid driving license that can be used in the destination of your event.

78. Should your booking party not contain at least 1 person with the aforementioned driving license, TSW reserves the right to refuse the entire booking party to participate on the

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scheduled event. In such circumstances TSW may cancel or change your booking in accordance with sections 66 and 67 of these Booking Terms and Conditions.

79. Whomever holds a valid driving license accepts they may be required to drive the Vehicle from time to time, and as such should be prepared to do so when making their booking on the event.
80. Drivers of Vehicles do so at their own risk, and with the reasonable care and skill that would be expected of one entrusted with the safe transport of passengers in a personal capacity. This includes but is not limited to refraining from driving whilst under the influence of alcohol, drugs or any other substance that may impair your ability to safely and responsibly take charge of the Vehicle.
81. The entire booking on board the Vehicle is to take responsibility for ensuring the designated driver complies with the requirements of this section. In doing so the passengers of the Vehicle shall assume a duty of care over the driver in the event the driver is knowingly under the influence so as to prevent them from taking control of the vehicle.
82. TSW accepts no responsibility for any damage or loss caused by the driver whilst under the influence in situations where TSW was not aware or alerted to these facts. If made aware of such facts, TSW shall use its best endeavours to ensure the safety of the passengers and driver.
83. TSW accepts no responsibility for any damage or loss arising through the missing out of events or activities by the booking due to the driver being prevented from driving by reason of being under the influence or unfit to drive.

#### **DEALING WITH PROBLEMS AND COMPLAINTS**

84. If a complaint arises you should report it as quickly as possible to a TSW Representative, in addition to the relevant supplier of the Package Component, so that efforts can be made to rectify the situation to your reasonable satisfaction. TSW Representatives and/or the designated emergency contact from time to time can deal with most problems on the spot.
85. You might be instructed by the TSW Representative to complete a report form within the period of twelve hours from the time of making the complaint so that any concerned parties are clear on the precise nature of the issues involved. It is a condition of your contract with TSW that you complete a report form on instruction since if you fail to do so we will be deprived of the opportunity to investigate and rectify your complaint whilst you are on-site. This failure may affect or extinguish your rights under your contract with TSW.
86. If you remain reasonably unsatisfied in the period of two working days following submission of your report under clause 66 of these Terms, you should email [info@theskiweek.com](mailto:info@theskiweek.com) with full details of your complaint. We do not automatically follow up on reports as the majority of cases are resolved to Guests' reasonable satisfaction. TSW do not issue refunds or compensation on-site during events since it is important to gather all relevant evidence before such a decision is made. TSW Representatives are not authorised to promise or make payments to or vary these Terms.
87. All written correspondence to [info@theskiweek.com](mailto:info@theskiweek.com) will be acknowledged within fourteen days and replied to within twenty eight days of the time the email was received by us. In the event we have not concluded our investigation within twenty- eight days we will write to you advising you of our progress.

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## **OUR LIABILITY TO YOU – PACKAGE HOLIDAYS**

88. We accept responsibility for taking reasonable care and skill to ensure that your holiday is reasonably supplied as described in our promotional materials and that the services offered are of a reasonable standard. If any Package Component is not supplied as described in our promotional materials or if the services offered are not of a reasonable standard, subject to these Terms, we may pay you appropriate compensation where this has caused you loss.

89. Our liability is in all cases, save for personal injury or death caused by our negligence, limited to twice the price of the holiday excluding any insurance premiums and amendment charges of the Guest affected.

90. Except where either transport or accommodation only is booked, we may accept, subject to these Terms, responsibility should you or any members of your Group suffer death, injury or illness as a sole result of failure to reasonably perform or if there was improper performance of any part of our contract with you by any of our officers, employees, agents, suppliers or sub-contractors (providing that they were at the time carrying out work authorised by us). We will, however, not be liable where any failure to reasonably perform or the improper performance was due to:

(a) the acts and/or omissions of the Guest(s) affects; or,

(b) those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or,

(c) an event which either ourselves or the supplier of the services in question could not have foreseen or avoided, even with all due care. □

91. Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier to which any international convention or regulation applies, the maximum amount of compensation we or the relevant supplier may have to pay you will be limited in accordance with the applicable international convention or regulation. When making any payment, we are entitled to deduct any money which you may have received or are entitled to receive from the carrier from the claim in question.

92. If you (except where either transport or accommodation only is booked) suffer illness or injury whilst overseas arising out of activity which does not form part of the Package Components nor an excursion arranged through us, we may at our discretion offer advice, guidance and assistance to help you in resolving any claim you may have against a third party provided we are advised of the incident within 90 days of the incident occurring.

## **OUR LIABILITY TO YOU – NON-PACKAGE HOLIDAYS**

93. Where the holiday arrangements you have purchased from us do not constitute a package in accordance with clause 5 of these Terms, our liability to you is limited to using reasonable care and skill in selecting the relevant service provider or supplier. We will not be responsible for improper performance of any obligation to be performed by them and your claim must be directed to them.

## **OUR RESPONSIBILITY FOR YOUR HOLIDAY**

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94. We will take reasonable care to ensure that the services and Package Components that make up your holiday are provided by reputable suppliers. These organisations follow local and national regulations and the laws of the countries in which they operate. However, overseas safety standards often differ from those in your home country and in some instances may not meet those in your home country. Our obligations in respect of reasonable care and skill will be complied with in accordance with local law, or in the absence of this, local custom.

## **FORCE MAJEURE**

95. The risk of skiing being adversely affected by weather conditions has to be accepted. Where transport is arranged to other resorts the costs will be paid locally by the relevant client. TSW will not be liable for any loss, delay or costs connected with or arising out of adverse weather conditions, including but not limited to blocked roads and airline delays. If, as a result of Force Majeure, you miss your return departure and further accommodation is required, TSW will not be responsible for this cost. We strongly recommend you take insurance at least equal to that suggested by TSW which subject to the policy wording may cover these instances.

96. If, due to adverse weather conditions or other Force Majeure circumstances, pre- booked ski packs, facilities, excursions or tours are not available, we will have no liability in respect of this whatsoever. TSW will not issue refunds in respect of unused portions of the holiday, for example, journeys, transfers, car hires, empty accommodation, and unused ski packs. TSW Representatives are not authorised to promise or make payments to or vary these Terms.

97. Where excursions or services such as ski lessons are provided by a supplier external to TSW, even if such excursions or services are sold through TSW, we will have no liability in respect of such excursions or services as we act as agent for such suppliers whose conditions of booking will be provided at the time you make your holiday booking.

## **WHAT YOU CAN EXPECT FROM OUR SERVICES**

98. All accommodation is as per description on our website at the time of booking but this does not affect our right to amend any errors in pricing or description under clause 28 of these Terms.

99. If you are arrived at your accommodation (pre-arranged through us or otherwise) by car, or on a flight with an airport coach transfer not pre-arranged and booked through TSW, it is a condition of your booking that you notify TSW of your estimated arrival time in advance of departure. In the event you fail to notify us in advance we cannot guarantee that your accommodation will be open and/or available for check-in.

100. Check-in is usually between 1500 and 1700, and check out of rooms is usually between 0900 and 1000 irrespective of your time of departure. Not all accommodation will have 24-hour check-in facilities however some hotels and apartments are able to provide facilities interim storage of luggage. Such facilities may be shared with third parties and TSW will not accept any liability for lost or stolen luggage in any circumstance whatsoever. There may be specific times your hotel or apartment reception is open and we cannot be responsible if you fail to obtain your keys before the reception closes. Many hotels and apartment owners and managers ask for a credit card imprint on check-in to cover incidentals.

101. Many properties are non-smoking and if you require specific information please ask us at the time of booking or ask the hotel or apartment reception at the time of check-in.

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102. The use of some facilities in hotel and apartment complexes such as spa facilities, saunas, fitness facilities, and steam rooms may incur an extra charge. Where we have been informed of this it has been stated in the description at the time of booking however this is often charged by those running the hotel and apartment complexes and we are not always informed. TSW will not accept any liability for any expenses you incur on extra facilities and if you require specific information please ask us at the time of booking or ask the hotel or apartment reception at the time of check-in.
103. TSW cannot guarantee that any fitness facilities provide the same range or type of equipment as a purpose-built gym. Many hotels have annexes which are sometimes in a separate building a short walk away. Please bear in mind that whilst many annexes provide access to the facilities of the property through which they are sold, rooms may not be of the same standard as the main property and this is usually reflected in the price. Our apartments may not be in the same building or next to each other and we cannot guarantee that Groups booking will have apartments close to each other or even in the same building although we will take every reasonable step to accommodate Groups together. Apartments are often privately owned and even in the same block vary in layout and size and in the actual furnishings they offer.
104. In most apartments a blanket, bed linen and pillows are provided for each bed but if you require specific information please ask us at the time of booking or ask the hotel or apartment reception at the time of check-in.
105. Most apartments, although well designed, are compact and prices listed are for using the maximum number of beds including two persons sharing a double bed.
106. Apartments in all destinations have kitchenettes which are compact and equipped with basic equipment and two or three knobs. Some also have worktop ovens. Guests are normally expected to make their own beds on arrival. As there is considerable variety and if you require specific information please ask us at the time of booking or ask the hotel or apartment reception at the time of check-in.
107. Bathrooms may not always contain full size baths, showers may not always have a tray or a curtain (which may not always be necessary), and soap may not be provided.
108. Hotels may lock their main doors at a specified time. If you require specific information, please check with the hotel what time this is especially if your arrival is likely to be late or if you are delayed en route.
109. Some apartment agencies require a returnable deposit on arrival. This will be taken out of any deposit paid under clause 37 of these Terms. Your apartment agency deposit is held in case of extra cleaning, lost keys, damage charges, or incidentals and refundable by the agency after you depart. This can usually be paid by credit card and is returned minus any charges incurred after your apartment has been and/or your bill finalised. This may be after your return. Not all agencies will accept credit card payments and if you require specific information please check with the apartment at the time of booking.
110. On arrival in your apartment please check the inventory to ensure that furnishings are present and in working order. Anything missing or broken must be reported to reception immediately or you may be charged for it. Please leave your hotel or apartment as clean as you found it.

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111. We cannot guarantee room requests, and whilst we will use every reasonable endeavour to comply with such requests this may not be possible in any case and cannot be guaranteed.
112. Excursions or other tours that are not operated by TSW but which may be selected as an option to book or pay for whilst you are on holiday or before you depart are not part of the holiday provided by TSW. For any excursion or other tour which is not operated by TSW your contract will be with the relevant third-party operator of that excursion or tour and not with TSW. TSW will not be responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the third-party operator.

## OUR EVENT

113. Conditions in ski resorts can change unexpectedly. TSW reserves the right to change or alter the advertised programme and line up of all activities without prior notification or liability to refund in whole or in part.
114. You can pre-book equipment hire, ski and/or snowboard lessons and lift passes prior to your departure.
115. Any option being purchased must be paid for in full prior to fourteen days before your departure to ensure that your booking is fully paid and that the booking is valid.
116. We aim to ensure the prices of pre-booked items are cheaper than those in resort but we cannot guarantee this. Purchasing in advance, however, allows you to spread the cost of your holiday more effectively and also saves you time on your arrival in resort. These items are sold separately and do not form any part of the Package Components whatsoever. TSW acts as an agent for the suppliers of these items as such they represent an additional cost to your pre-arranged Package Components and do not form part of the package holiday provided by TSW. The relevant suppliers' terms and conditions shall apply in your transaction with that relevant supplier and any equipment hire and lessons is subject to availability.
117. It is essential that your insurance covers you for hired equipment. Many hire shops offer top-up insurance and we suggest that you take this. Details of such top-up insurance will be displayed in the relevant shop and we suggest you carefully read the policy wording before purchasing any such top-up insurance. TSW will not be liable for any damage or theft of hired equipment and any such matter must be resolved between you and the relevant hire shop and the relevant insurance company.
118. Once you have booked your equipment, lessons and lift passes, no cancellation refunds or alterations can be accepted. Please note that we cannot refund any part of your pre-booked service should you not use all or part of what has been booked.
119. Whilst we do everything possible to locate lost property we cannot guarantee to do so or to be able to arrange for your property to be returned. Guests should email [info@theskiweek.com](mailto:info@theskiweek.com) with any inquiries relating to lost property. If we are able to locate lost property and arrange for its return all costs of doing so must be paid to us in advance along with an administration fee of £25 and TSW reserves the right to increase the administration charge for the return of lost property for bulky items with special dispatch costs. TSW cannot be held responsible for any lost property in any circumstance whatsoever as it is Guests' personal responsibility to look after their belongings.

## IMAGE COLLECTION

**Updated 19 November 2018**

120. TSW may collect still and video images of you during the course of your holiday for advertising and promotional purposes. By booking through TSW you agree that such images may be collected and used by TSW however TSW sees fit including commercial use and sale of the images. The images may be cropped, altered, combined or otherwise edited. You also agree that TSW will retain ownership of all rights in connection with such images.

121. If you do not wish to be on camera or video this should be brought to the attention of TSW by sending an email to [info@theskiweek.com](mailto:info@theskiweek.com) before the commencement of your holiday. This should include the name and contact details of the person who does not wish to be photographed or videoed along with your booking number and contact details.

## **DATA PROTECTION**

122. We are committed to protecting your privacy. We may disclose your details such as name, contact details, travel preferences and special needs/diets that you have supplied to us in relation to yourself and/or your Group to our suppliers for the purposes of providing you with our services and any Package Component. Only the information necessary for these purposes will be supplied to them. TSW maintains a full privacy policy which may be viewed on our website at all times. By booking through us you agree to the terms of that privacy policy.

123. The information may also be provided to security or credit checking companies, public authorities such as customs and/or immigration if required by them or required by law. Security regulations may require us to provide government agencies access to data you disclose to us and the air carrier.

124. We do not share information for marketing purposes with any third parties. We do hold your information for our purposes, for example, to inform you of offers and promotions to or to send you our brochures. If you do not wish to receive these please let us know as soon as possible.

125. We will delete the whole or part of your person data on request; please email [info@theskiweek.com](mailto:info@theskiweek.com) for assistance.

## **USING OUR WEBSITE**

126. You agree that you are only authorised to visit, view and to retain a copy of pages of TSW website for your own personal use and that you shall not duplicate, download, publish, modify or otherwise distribute the material on TSW website for any purpose other than to review event and promotional information for personal use or to purchase holiday bookings or merchandise for personal use unless otherwise specifically authorised by TSW to do so. You also agree not to deep-link to TSW website for any purpose whatsoever unless specifically authorised by TSW to do so. The content and software on TSW website is the property of TSW and/or its partner agents. We post a legal notice and various credits on pages of TSW website which may not be removed. Please do not remove this notice or these credits or any additional information contained along with the notices and credits.

127. No area of TSW website may be used by our visitors for any commercial purposes such as to conduct sales or to provide services of any kind. You must obtain prior written consent from us to make commercial offers of any kind whether by advertising, solicitations, links or any other form of communication. We will investigate and take appropriate legal action against anyone who infringes and/or violates this provision including but not limited to removing any offending communication from TSW website and barring such violators from

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use of TSW website. We reserve the right to deny access to or cancel a holiday booking placed by any Guest known or reasonably believed to be associated with any third party brokers or touts or utilising automated means to process or place holiday bookings or re-selling holiday bookings which have been made on TSW website for commercial gain.

128. You agree that you will not use any robot, spider or other automatic device or manual process to monitor or copy any part of TSW website or the content contained thereon or for any other unauthorised purpose without our prior express written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of TSW website. You agree that you will not take any action that imposes an unreasonably or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, creative derivative works, or publicly display any content (except for your own personal and non-commercial use) from our website without our prior express written permission.

129. Illegal and/or unauthorised use of TSW website including but not limited to unauthorised sales, unauthorised framing of or linking to TSW website or unauthorised use of any robot, spider or other automated device on TSW website will be investigated and appropriate legal action will be taken including but not limited to civil, criminal and injunctive redress. Any unauthorised use of TSW website will result in legal action being taken.

130. HTML website links found on TSW website may enable you to click through to other websites providing services which are not under our control. TSW will not be responsible or in any way liable for the content of such linked websites. TSW does not endorse the services provided or opinions expressed by external websites linked on TSW website. TSW does not guarantee that links to external websites will be operational for any specific period and has no control over the availability, pricing and overall content of any such linked websites. Should any services be purchased from any linked external website it is important that you read and understand any relevant terms and conditions associated with your purchase from such a website and that by making such a purchase you agree to be bound by those relevant terms and conditions of that particular supplier to whom all claims must be directed. TSW will not in any event be liable for any loss or damage including but not limited to any loss or damage whatsoever arising from use or loss of data or profits arising out of or in connection with the use of TSW website or any external websites therein listed.

131. TSW may update and amend these Terms from time to time. No notice will be given as to any revisions of these Terms. TSW recommends that anyone bound by these Terms ensures they are aware of any updates by viewing these Terms on a regular basis. The date in the bottom left-hand side of the footer represents the date these Terms were updated.

## **FINANCIAL PROTECTION**

132. If you have booked a package holiday that meets the criteria listed in clause 5, and if the booking address discloses that the Booker is an EU resident then, in accordance with the Package Travel, Package Holidays and Package Tours Regulations 1992, all passengers booking with TSW are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of TSW. This insurance has been arranged by MGA Cover Services Limited and underwritten by HCC International Insurance Co Plc.

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133. If any provision or part of a provision, of these booking conditions is found by any court or authority of competent jurisdiction to be unlawful, otherwise invalid or unenforceable, such provision or part- provision will be struck out of these booking conditions and the remainder of these booking conditions will apply as if the offending provision or part-provision had never been agreed.

#### **ASSIGNMENT**

134. You may not transfer or assign any of your rights or obligations under these booking conditions without TSW's prior written consent.

#### **JURISDICTION**

135. Your contract with TSW shall be governed exclusively by the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to adjudicate upon any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes and claims).

136. Alternatively, if the Booker is a resident of Scotland or Northern Ireland then he or she may choose the jurisdiction of the courts of Scotland or Northern Ireland.



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