

Fair Trading

This Fair Trading Agreement together with the information contained in our brochure forms the basis of your contract with us. This sets out the responsibilities which we at SkiPlan have to you and which you in turn have to us.

In this Fair Trading Agreement the term "holiday" means tour, course or other inclusive arrangement. "You" and "your" are references to all persons named on the booking including anyone who is added or substituted at a later stage. The term "we", "us" or "the company" refers to SkiPlan Travel Ltd.

A. Bonding and Protection

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from this brochure or website as applicable and for your repatriation in the event of our insolvency. We provide this security by way of a bond held by the Civil Aviation Authority under ATOL number 4849. In respect of all arrangements including flights you will receive a Confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence. This means that in respect of all arrangements including flights, in the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad or will arrange to refund any money you have paid to us for an advance booking. Please note, the ATOL protection scheme only applies to arrangements which include flights arranged by us where the person who pays for the booking is present in the UK when the booking is made or the first leg of any flight we arrange for you commences in the UK. In this case, if already abroad, you will be returned to the point where your contracted arrangements with us commenced.

For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £1 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking. We are also a member of the Association of British Travel Agents (ABTA number V9860). If your holiday does not include flights, ABTA will financially protect your holiday in the same way. If you book arrangements other than a package holiday from this brochure, the financial protection referred to above does not apply.

B. Contract

1. Your contract is entered into with SkiPlan Travel Ltd [company number 3452266] registered at One Jubilee Street, Brighton, East Sussex, BN1 1GE.
2. A contract comes into existence when the company has received a signed booking form with the appropriate deposit payment and dispatches a written confirmation thereof to the party leader.
3. The booking form must be signed by a person who is authorised by all members of the party (or by their parent/guardian if they are under 18) to act on their behalf. This person, hereafter the "Party Leader", must make sure that all members of the party are aware of these booking conditions and agree to be bound by them. The Party Leader is also responsible for passing on any additional information and/or details of correspondence with us to other members of the party.
4. This contract is subject to the exclusive jurisdiction of the courts of England. We both agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with under the ABTA Arbitration Scheme (if the Scheme is available for the claim in question - see clause M.2) and by the courts of England. We both also agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us.

C. Booking Payments

1. Provisional bookings will be held for 14 days only.
2. A first deposit of £75 per paying person (including any concessionary places) must be received by us within 14 days of the provisional booking. It also must - in all cases - be accompanied by a passenger list, an insurance indemnity form (if applicable - see section T) and the booking form signed by the party leader.
3. No later than 4 weeks after your first deposit, a second deposit of £50 per paying passenger must be received.
4. No later than 4 weeks after your second deposit, a third deposit of £50 per paying passenger must be received.
5. A Final Numbers Form will be sent to you once all deposits have been received in full (at least 16 weeks prior to departure). We ask you to complete this form and return it to us no less than 14 weeks prior to departure.
6. The Amendment Invoice, based on the information you provide us in the final numbers form, will be sent to the party leader upon receipt of the aforementioned form.
7. Your final balance is due 10 weeks before departure.
8. An amendment invoice will only be issued once all information concerning your party has been finalised. Prior to this point you will be issued with a "Pro Forma" invoice. Should this Pro Forma invoice or your Amendment Invoice be inaccurate because of alterations or amendments, this does not allow late payment of the final balance which must be received at least 10 weeks prior to departure.
9. Unless the booking payments are made as requested as above, the Company reserves the right to treat the booking as cancelled by you and charge cancellation charges in accordance with the scale set out in section G.
10. If payment is late there will be a £15 per person administration charge per weeks delay or part thereof (this does not apply to cancellations).

D. SkiPlan Pricing Policy

1. The prices shown in our brochure were calculated on 12th September 2009 on the basis of the then known costs and exchange rates for UK £1 which were USD \$1.7675 and Euro 1.2550 as shown in the Financial Times Guide to World Currencies.
2. The prices and the information in our brochure were correct to the best of our knowledge at the time of publication on 12th September 2009. Please note, changes and errors do however occasionally occur. You must check the price of your chosen tour at the time of booking. We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.
3. The price of your travel arrangements is subject to surcharges in the following circumstances: Increases in transportation costs e.g. fuel, scheduled air fares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator; Governmental action such as increases in VAT or any other government imposed increases and adverse fluctuations in the

exchange rates which have been used to calculate the cost of your holiday. Even in these stated cases, we will absorb increased costs up to a total amount equivalent to 2% of the cost of your confirmed holiday (excluding insurance premiums and any amendment charges). Only amounts in excess of this 2% will be surcharged. If this means paying more than 10% of the tour price (excluding insurance premiums and any amendment charges), you will be entitled to cancel your tour with a full refund of monies paid to us except for insurance premiums and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so in writing and within fourteen days from the issue date printed on the invoice. If you do not tell us that you wish to cancel within this period of time, we are entitled to assume that you do not wish to cancel and will pay the surcharge.

Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is later.

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.

E. Alterations to a confirmed booking by a Party Leader (excluding name changes)

1. If, after our confirmation has been issued, you wish to change your tour or your departure date, we will do our utmost to make the changes. Notification received at our offices from the person who signed the Booking Form within 14 weeks of departure must be accompanied by a payment of £20 per person to cover our administration costs. Any additional requests made by you within 12 weeks of departure are subject to a further amendment charge of £20 per person.
2. For all changes, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result, together with the applicable amendment fee as stated above must be paid before the change can be made.

F. Name Changes

1. We require the names of all members of your group at the time of booking confirmation. It is the Party Leader's responsibility to ensure that ALL names given are in full and exactly as shown on the individual's passport. We do not accept any responsibility for incorrect/abbreviated names submitted and any subsequent amendments will be dealt with as a name change.
2. Coach Tours: Names are also required at the time of booking confirmation. Any name change which subsequently takes place must be accompanied by a payment of £19
3. Air Tours European and Worldwide: Once the airline has received and processed the names, any subsequent amendments or name changes will carry a minimum charge of £100 plus the insurance premium of £19 for European Tours. Most airlines do not allow name changes after tickets have been issued or in some cases (e.g. Easijet, Ryanair or Jet2 etc) once names have been received. In these instances the charge is usually the full cost of the flight.
4. Any name change alterations made by you within 4 weeks of departure will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out in clause G and payment of the full cost of the new booking.

G. Cancellation of the booking by the Party Leader

1. You, or any member of your party, may cancel your booking at any time provided that cancellation is made by the Party Leader, and is communicated to us in writing at Head Office. Please note that a cancellation or amendment is effective only when received in writing by us. If you cancel we apply cancellation charges up to the maximum amounts shown below. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable.

Period before departure which written notice of cancellation is received	Amount of cancellation charge
More than 70 days	Deposits received
35 to 69 days	65%
15 to 34 days	75%
8 to 14 days	90%
Less than 7 days	100%

You may be able to reclaim these charges if the reason for cancellation is covered under the terms of your holiday insurance policy.

2. Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

H. Cancellation of, and changes to the booking by the Company

1. Although we do our best to provide ski holidays as shown in this brochure, there might be occasions, because of a change of circumstances, when we have to make changes to or cancel tours both before and after the booking has been confirmed. We reserve the right to make such changes at our absolute discretion. Most changes, if necessary, will be minor.
2. We will only cancel your confirmed booking 10 weeks or less before departure where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where we are forced to do so as a result of "force majeure" as defined in section I below. We will not cancel after this date for any other reason.
3. Most changes are minor. Occasionally, we have to make a "significant change". "Significant changes" means the following - changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of 24 or more hours, and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether. This does not apply to single overnight accommodation on touring or part-touring holidays. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-
 - (a) accepting the changed arrangements or
 - (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available

(c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of monies you have paid to us less any appropriate premiums.

If we have to make a significant change or cancel we will pay you the compensation set out below subject to the following exceptions. Compensation will not be payable and no liability accepted beyond offering the above mentioned choices where we are forced to make a change or 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. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

Period before departure a significant change or cancellation is notified to you	Compensation per paying person (excluding infants)
More than 70 days	Nil
35 - 69 days	£8
15-34 days	£12
14 days or less	£15

In all cases, our liability for significant changes and cancellations is limited to offering you the above mentioned options and, where applicable, compensation payments. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. No compensation is payable for minor changes.

I. Force Majeure

Except where otherwise expressly stated in these booking conditions, 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 or you otherwise suffer any damage or loss (as more fully described in section J) as a result of "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, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

J. Liability of SkiPlan

1. We promise that your holiday arrangements will be made, performed or provided with reasonable skill and care. This means that we will accept responsibility if, for example, you suffer death or personal injury or your contracted arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing your arrangements. Further, we will be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment or carrying out work we had asked them to do. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us.
2. We will not be responsible for any injury, illness, death, loss, damage, expense, cost or other claim of any description whatsoever which results from:
 - the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
 - the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable or
 - 'force majeure' as defined in clause I above.
 In addition, we will not be responsible where you do not enjoy your holiday or suffer any problems because of a reason you did not tell us about when you booked your holiday or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or, where we were responsible for them, our suppliers or agents or where any losses, expenses, costs or other sum you have suffered relate to any business.
3. Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure and we have not agreed to arrange them.
4. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is limited to the excess amount payable under the insurance policy we offer per person affected. You are assumed to have taken out adequate insurance at the time of booking. Please also see clause J(7) below.
5. For all other claims which do not involve death or personal injury, the maximum amount we will have to pay you if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause J(7) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.
6. The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards in practice. The fact that services or facilities fail to comply with local or UK guidance or advice shall not of itself mean that the services or facilities in question have not been provided with reasonable skill and care.
7. 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 or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended for international travel by air and/or for airlines with an operating licence granted by an EU country, the EU Regulation on Air Carrier Liability for national and international travel by air, the Athens convention for international travel by sea). Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we will not be obliged to make a payment to you for that claim or part of the claim. Copies of the applicable international conventions and regulations are available from us on request. In any circumstances in which the carrier is liable to you

Agreement...

Important information about your ski tour

by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

8. You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause M below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.
9. Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see clause J(7)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.
10. This clause J is intended to set out our obligations to you as an organiser under the Package Travel, Package Holidays and Package Tours Regulations 1992. We will not accept any further or different liability than these Regulations impose. In addition, regardless of any contrary representations made by us, we only promise to use reasonable skill and care as set out above and we do not have any further or different liability to you.
11. In addition, we draw your attention to the following circumstances which fall outside our direct control and for which we are not prepared to accept liability. Some amenities (e.g. hotel lifts, swimming pools, etc.) require servicing and cleaning and may therefore not be available at all times. Some services are also affected by weather conditions (e.g. availability of outdoor swimming pools, chair lifts, etc.) and their availability is at the discretion of the provider of the service. Entertainment (particularly live entertainment) provided by hotels is frequently subject to demand and its nature and frequency may be varied if there is a lack of demand or insufficient numbers in the hotel.

K. Suppliers

1. Many of the services which make up your tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see clause J(6)). Copies of the relevant parts of these terms and conditions where available, can be supplied on request from ourselves or the supplier concerned.

L. Legal Assistance

If you or any member of your party suffers illness, injury or death, through misadventure, as a result of an activity which does not form part of your contracted holiday arrangements, we will provide you with all reasonable assistance. This assistance may include our taking a contribution towards your initial legal costs in taking action against the person(s) responsible providing you request this within 90 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £5,000 per booking form. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

M. Complaints Procedure

1. In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform our representative and the supplier of the service(s) in question. Should you have a complaint which cannot be immediately resolved locally in resort please inform us using the contact procedure which will have been advised to you with your travel documents. We will do everything reasonably possible to help you. If the matter cannot be put right on the spot, you must write to us within 28 days of the date on which the tour ended. We cannot consider any claims received outside of this timescale.

We are a member of ABTA, membership number V9860. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found at <http://www.abta.com/heretohelp.shtml>

The arbitration scheme is arranged by ABTA and administered independently by the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website.

The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement.

For injury and illness claims, you may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree to mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from www.abta.com.

N. Safety Standards and Medical Requirements

1. Please note, it is the requirements and safety standards of the country, in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes/often be lower.
2. All European hotels and centres featured in the SkiPlan brochure have been checked for fire safety arrangements. A fire-drill will take place as soon as practically possible on arrival at your accommodation and it is your responsibility to be aware of emergency procedures.
3. Before confirming your booking you must advise us, in writing, of any

medical condition which may affect your holiday. If we consider that we are unable to accommodate for the particular needs of the person concerned we reserve the right to decline the booking or cancel if details are not given at the time of booking.

4. We recommend that all party members should read the Department of Health leaflet T6 (Health Advice for Travellers) and DHSS leaflet SA40/41 and consult their doctor regarding any medical requirements in the country to be visited. For European holidays each group member should obtain a completed and issued E111. We would also strongly recommend that members carry a European Health Insurance Card (EHIC).

O. Accommodation

1. In certain resorts where we feature more than one hotel or centre groups will be allocated to a specific accommodation on receipt of final numbers forms. Please advise us of your preferred accommodation on your booking form. We occasionally use accommodation in specific resorts which is not featured in our brochure. In such cases the accommodation will be of a comparable standard to that featured. Please also note that non-ClubHotel properties may not be available on all advertised dates and are booked on request by us.
2. The ratings that appear in the SkiPlan brochure are our own assessment of the overall comfort of the hotel and the facilities it has to offer.
3. Hotel and apartment rooms are normally available from 16:00 at the earliest on the day of arrival and must be vacated by 09:00 at the latest on the day of departure.
4. The general numbers of students normally allocated to each room is indicated in our brochure description. Single rooms for accompanying adults are strictly subject to availability and always carry a supplement.
5. A damage deposit of £500 per group must be paid on arrival in resort in cash or traveller's cheques to the hotelier. This is held against any breakages or damage caused by the party. As soon as you arrive at your hotel, we suggest you carry out a thorough inspection of all your allocated rooms for any breakage or damage and immediately notify the hotel manager in writing. Your deposit will be refunded on departure or within 10 days of your return to the UK once all rooms have been properly checked. Please be aware that the cost of any damage caused to property, whether caused wilfully or accidentally, will be the responsibility of the Party Leader.

P. Transport

Coaches and Ferries

1. The Company will inform Party Leaders of the approximate departure and channel crossing times, but it can only confirm these times when it has received this information from the channel crossing operator concerned. The company will provide this information no later than when final travel details are sent out (approximately two weeks prior to departure).
2. During busy periods such as the February half-term, demand for cross-channel space can exceed supply. The company will do its best to secure each party's requests for ferry departure timings, but for operational reasons such timings must be left entirely to the company's discretion.
3. The company reserves the right to dispose of any empty coach seats for the use of clients or staff.
4. Adverse weather can give rise to traffic congestion, travel delays and, sometimes, coach breakdowns. If a coach breaks down, the company will provide alternative transport to and from the resort for skiing, if necessary. If a breakdown causes delayed arrival or return, or missed skiing, the company will not accept responsibility for such. In the event of a breakdown, it is important to remember that replacement transport can be difficult to locate, particularly at short notice during busy times.
5. All in-resort transport timings, during or at the end of the week, must be left completely to the Company's discretion.
6. All return departure and other timings and itineraries are at the company's discretion and may not be varied without the explicit permission of the company.

Flights

1. The flight timings given on booking are for general guidance only and are subject to change. The latest timing will be shown on your amendment invoice. However, the actual flight times will be those shown on your tickets which will be dispatched to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct names and flight times.
2. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs. We are not always in a position to confirm the airline, aircraft type and airport of destination which will be used in connection with any flight included in your holiday. When this information is provided at the time of booking or subsequently, it is subject to change. Any such change will not entitle you to cancel or change to other arrangements without paying our normal charges.
3. Please note the existence of a "Community list" (available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm) detailing air carriers that are subject to an operating ban with the EU Community.
4. Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be published at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. Your rights to a refund and/or compensation from us are set out in clause H above. If the airline does not comply with these rules you should complain to the air transport users council on 02072406061 www.auc.org.uk. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

Delay

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

Q. Ski Lessons

1. Busy periods, such as February half-term, can create extraordinary pressure on the local ski schools. Therefore, although the company will do its best to accommodate the group's requests for the timing of ski lessons, final lesson times must be totally left to the company's discretion.
2. Ski lessons are provided at school group prices based on an average ratio of one instructor per twelve students. 'Free Place' party members

are not included in calculating this ratio. In order to accommodate irregular ski group sizes caused by differing ski abilities, the party leader and/or ski instructor may differ the size of groups. Additional instructors are also available at a supplementary charge.

R. The Party Leader's Responsibility

1. In signing the Booking Form the Party Leader also accepts responsibility for the good conduct of all participants during the holiday and warrants that at least one responsible adult will be on active duty at all times to ensure that all participants behave well.
2. It is the Party Leader's responsibility specifically to ensure that:
 - a) No participant under 18 years of age consumes alcoholic drinks unless written permission from a parent or guardian can be produced.
 - b) All local laws relating to the consumption of alcohol are at all times obeyed by participants.
 - c) No participant consumes alcohol to excess.
 - d) No participant smokes in a hotel bedroom or in any other way causes a fire hazard.
 - e) Participants act in a responsible fashion during the holiday and do not behave in a way likely to cause damage to property, or damage or offence to other people.
3. If in the reasonable opinion of the accommodation owner or manager, a senior member of our staff, coach driver or an airline pilot, there is a breach of clause S.2, we or they are authorised to terminate the booking and require the party member at fault or the group to leave the accommodation or mode of transport. In such event no refund shall be made of any part of the booking costs. We will have no further responsibility toward such person(s) including any return travel arrangements.
4. When you book with us, the Party Leader accepts responsibility for any damage or loss caused by he/she or any member of the party. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If the Party Leader fails to do so, he/she will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs).

S. Passports and Visas

1. It is the Party Leader's responsibility to ensure that all members of their party have a valid passport and/or a visa when applicable. All British Citizens (including children and infants) require a full British passport to travel. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. A collective passport can be used for the majority of European countries. An application form can be obtained from the Passport Office. The cost of the collective passport is not included in the tour price.
2. We cannot accept responsibility for any cost or fines incurred due to non-compliance with the above nor can we accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation.
3. For all passport information including the present issue time, contact the UKPS National Advice Line: 0870 521 0410 or on-line at www.passport.gov.uk

T. Insurance

1. We consider adequate travel insurance to be essential. Our brochure prices include comprehensive travel insurance. Full details of the policy we offer can be obtained from our office or website.
2. If you decide not to purchase this insurance, you must send a copy of your alternative policy with the booking form and first deposits. If you fail to do so, we will automatically include the appropriate premiums for the personal travel insurance we offer to your invoice (the policy will then be effective from that date).
3. Please read your policy details carefully, it is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs and meets the criteria of your LEA. We do not check alternative insurance policies.

U. Data Protection Statement

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies.

We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements (if we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons). Full details of our data protection policy are available upon request.

V. Brochure Accuracy

1. We have taken all reasonable care to ensure that this brochure provides honest and accurate information.
2. Unfortunately it is inevitable that some of the details contained within this brochure may have changed since the brochure was printed and SkiPlan can accept no responsibility for changes which occur beyond our control. We are unable to accept responsibility if resort services, facilities or amenities are unavailable. If we are notified of any changes which would have an effect on your enjoyment, we will do our best to inform you in advance as part of our commitment to quality customer service.
3. The piste maps featured in this brochure are provided as an indication only of the skiing areas for each resort. Please contact our office to request copies of the official resort piste maps.
4. Please note that some photography in this brochure has been used to create a general atmosphere of skiing, and may not be specific to a particular resort.
5. With regards prices and accommodation, please check all details of your chosen holiday (including the price) with us at the time of booking. This brochure is our sole responsibility. It is not issued on behalf of and does not commit any independent organisation/carriers whose services are featured in it. Please note that certain properties may not be available on all advertised dates.

W. Validity Date

This Fair Trading Agreement has been produced in conjunction with our 2009/10 ski programme and is valid until 31st Dec 2009 unless previously withdrawn.