

Outgoing Ski Booking Terms and Conditions

The information on these pages is important. It explains the responsibilities and obligations undertaken by all parties when booking an Outgoing Ski holiday. When you, being the signatory to the booking or the lead name and acting on behalf of other members of your party, make a booking with Outgoing Ltd it is accepted, a contract is legally made with obligations and rights on your side and ours, as set down below which, unless agreed in writing by each of us, cannot be changed nor be undermined by any verbal understanding.

1. THE CONTRACT BETWEEN US

These Booking Conditions form the basis of your contract with Outgoing Ltd. In these booking conditions 'you' and 'your' are references to the party leader who must book on behalf of all persons named on the booking. By signing the booking form or agreeing to these terms and conditions, the party leader confirms that he/she is so authorised and that all party members agreed to be bound by these booking conditions. References to 'we', 'are', and 'us' are references to Outgoing Ltd. The term 'tour' means holiday,

course, trip, or otherwise inclusive arrangement. The contract between us is governed by English Law and any dispute will be dealt with under the exclusive jurisdiction of the English Courts.

Please note, changes to these booking conditions or to any of the information appearing in our promotional material will only be valid if expressly agreed by us in writing. When we have confirmed your booking by issuing a confirmation letter and receipt for full payment, a contract exists under which we accept responsibility for the provision of all services described on our invoice.

2. PAYING FOR YOUR HOLIDAY

- a) You should send a deposit of £100 per paying member upon making a reservation with Outgoing Ltd. Places cannot be guaranteed until a deposit is received. You will then receive a confirmation of booking and final payment details
- b) On making a reservation you should provide Outgoing Ltd with the number of places you wish to reserve, a completed booking form with option details and passenger names.
- c) The balance shown on your confirmation is payable without reminder 5 weeks prior to your departure date.
- d) If the full balance is not received on the due date the holiday may be considered cancelled and subject to the cancellation charges and/or the late payment charge of £30 per person per week.
- e) On receipt of final payment your full itinerary and any relevant documentation and/or tickets will be sent to you, this information is usually dispatched around two weeks before departure.
- f) On receipt you must check your documentation (including itineraries and tickets) and inform us immediately if it is not correct otherwise we cannot accept liability for any inaccuracies. We regret we cannot accept any liability if we are not notified of any inaccuracy in any document within 10 days of our sending it out (5 days for tickets)
- g) All monies paid to a group leader are held by that group leader on behalf of the party members until it is forwarded to Outgoing Ltd. All monies paid by you to any authorised Travel Agent of ours in respect of your holiday will be held on our behalf until they are paid to us or refunded to you
- h) Payments made by card will be subject to a charge of 2.5%

3. PAYMENT SECURITY

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 through Outgoing and for your repatriation in the event of our insolvency. We provide this security by way of a bond held by ABTA.

If you book arrangements other than a package holiday from our website, your monies are protected by way of a bond held by ABTA.

As a member of ABTA, membership number Y1415/L5645, 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>

4. CHANGES IN THE PRICE OF YOUR TOUR

The price of your tour is fully guaranteed at the time that it was booked (subject only to the correction of errors). We reserve the right to correct errors in both advertised and confirmed prices. We also reserve the right to amend prices with regard to changes in the exchange rate (subject only to new bookings or items on current bookings that have not yet been paid for). We will do so as soon as we become aware that changes need to be made. Outgoing Ltd is unable to reduce our prices or make any refunds if in fact costs reduce or exchange rates fluctuate favourably.

5. INSURANCE

- a) It is essential that all passengers travel with a fully comprehensive policy that they are acquainted with
- b) Optional winter holiday insurance is available through Outgoing Ltd. Please read your policy details carefully and take these with you on holiday. It is your responsibility to ensure that the included insurance cover is adequate for your particular needs and the needs of your group if you are booking insurance on behalf of other people. It is also your responsibility to obtain additional cover if appropriate.
- c) Should you or any members of your party not take the insurance we offer, you absolve us of all possible liabilities and consequences in respect of matters that otherwise would be covered.
- d) Your insurance policy is only valid when paid for in full. Your holiday deposit does not include your insurance, to validate your policy you must pay for it in full which can be done at any time from when you book your holiday
- e) Insurance is non-transferable and non-refundable

By agreeing to these Terms and Conditions, you also agree that you have read and understood the status disclosure document and insurance policy terms and conditions.'

Please see <http://www.outgoing.co.uk/play/brochure/content/insurance> for further information

6. SPECIAL REQUESTS

- a) Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot promise that any requests will be complied with unless we have specifically confirmed this in writing. Confirmation that a special request has been noted or passed on to the supplier on the inclusion of the special request on your confirmation or any other documentation is not confirmed that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.
All rooming requests and Twin room requests cannot be guaranteed. If we cannot comply to these we will refund any monies taken upon booking.
- b) If you or any member of your party has any medical problem or disability which may affect the holiday arrangements of that person, please tell us before you confirm your booking so we can advise as to the suitability of the chosen holiday. In any case, you must give us full details in writing at the time of the booking. If we feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline/cancel their reservation

7. YOUR PASSPORT

If you hold a valid British or EU passport you do not need a visa or permit for France. It is your responsibility to ensure you have a valid passport and, if you are not a British Citizen or hold an EU passport, to ensure that you have any visa that may be required.

8. DEPARTURE AND ARRIVAL TIMES

- a) When travelling by coach you must be at your pick up point 20 minutes before the departure time, final details of which, including the pick up point, will accompany your travel documents
- b) Regardless of mode of transport it must be accepted that delays can occur. If travelling by coach you will understand that be it due to weather condition, mechanical

failure, traffic, an accident or some other reason the location of any delay cannot, even with all due care be predicted, nor the circumstances or conditions that may exist. Accordingly we cannot accept liability for any inconvenience or expenses you may incur

c) In the event of a delay due to mechanical failure or an accident, we undertake to do our utmost 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 a claim on the basis of an inferior vehicle being used as a relief or replacement or in cases of 'Force Majeure'. A delayed coach may necessitate reduced meal and leg stretch stops.

9. YOUR LUGGAGE

a) Porterage is not provided. Baggage allowance when travelling by coach is one main bag or suitcase for the hold (not to exceed 15 kilos per person). Luggage in the hold is not accessible during the journey, and you are responsible to ensure they are put into the luggage compartment. Small hand luggage maybe taken on board (cool boxes/bags are not accepted as hand luggage) to carry toiletries, passport, money and valuables etc. We cannot accept responsibility for any items left on board or for money and valuable items stored in the luggage compartment.

b) Ski or snowboard equipment taken on board is considered excess luggage and a carriage charge of £15 must be paid. All passengers taking carriage must inform Outgoing Ltd upon booking. If this is not requested and paid for Outgoing Ltd have the right to refuse the equipment on board.

10. ACCOMMODATION AND INVENTORY DEPOSITS

A deposit of approximately £50 per person against damage is required upon checking in your accommodation. The deposit is returned in full on the day of departure providing you leave the accommodation and equipment for the next occupants in the same clean, undamaged condition as you yourself would like to find it.

11. CANCELLING THE BOOKING

If you or any members of your party cancel your holiday, a charge will be made. We will have incurred expenses in connection with your holiday and the percentage charge of your holiday cost will depend upon the time at which written notice of cancellation is received by us. You must notify all cancellations to us in writing. Charges apply from the date written notification is received at our offices. The following cancellation charges apply to any cancellations on Outgoing Ltd;

Period before departure Cancellation Charge

After payment of deposits Deposits only (£100)

70-40 days before departure Deposit and 50%* of the full cost of the holiday package

39-25 days before departure Deposit and 75%* of the full cost of the holiday package

24-14 days before departure Deposit and 90%* of the full cost of the holiday package

13 days – departure date or afterwards Deposit and 100%* of the full cost of the holiday

*Percentages shown are of the total cost less any amendment fees or cancellation charges which have already been incurred which are not refundable.

Free places are guaranteed only after final payment has been received by Outgoing Ltd. Depending on the reason for the cancellation, you may be able to reclaim the cancellation charges under the terms of your included insurance policy. You must however, pay the cancellation charges first and then seek a refund from the insurance company

You may change a name (to a suitable client) without incurring any charges other than a £15 amendment fee, providing 21 days notice prior to departure is given

12. CHANGING YOUR BOOKING

a) After our confirmation has been issued, changes should be notified in writing and if we can comply a charge per person per change will be made (including name changes). An alteration within 8 weeks of departure; change of accommodation/departure date/resort, may be considered as a cancellation and subject to cancellation charges.

You may add extra members to your booking at any time, providing you have first checked availability with us and payments are made for additional people. We cannot guarantee that changes will be possible, you must notify us of any changes in writing and we will endeavour to make the changes. All amendments will be subject to an administration fee. The following charges apply;

_ Name change - £15 per passenger

_ Date change - £30 per passenger

_ Change of options - £10 per passenger

b) People can change bookings however they must follow the procedure set out in 12a.

Accommodation and coach seats etc are only available to the people named on your documentation.

It is a breach of contract for anyone to sell or give such accommodation or seats to another person without our knowledge and agreement of Outgoing Ltd

13. IF WE CHANGE YOUR BOOKING

a) Minor and significant changes The arrangements for Outgoing Ltd are put together in good faith and many months in advance and we must therefore reserve the right to make alterations to and correct any errors to the holiday details before and after your booking has been confirmed. Changes will mostly be minor such as changes to coaches, ferries, accommodation, departure times of less than 12 hours or the withdrawal of certain facilities. These are operational changes and not significant ones entitling you to cancel without penalty. Such changes will therefore not be specially notified to you and will simply appear on your travel documentation. Unfortunately it is sometimes necessary to make significant changes. If a significant change to your holiday arrangements is made, we will advise you as soon as reasonably possible (if there is time before your departure) when you will have the choice of;

1) Accepting the changed arrangements as notified to you or

2) Purchasing another holiday from us, of at least the same standard if available (and paying supplement or receiving a refund in respect of any price difference) or

3) Cancelling your holiday and receiving a full and prompt refund of all monies paid to us.

No compensation is payable for minor changes. Minor changes do not entitle you to cancel or change to another holiday without paying our nominal charges

b) Can we cancel a holiday?

We may sometimes be forced to cancel a holiday as all holidays are subject to a minimum number of clients. This happens on very rare occasions when it becomes impossible to run a particular holiday. We must therefore reserve the right to cancel holiday arrangements at our discretion.. Please see note below. Where your holiday is cancelled other than due to your default in payment, 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.

Please see note below. In all cases, our liability is limited to offering the above choices and the compensation set out as in clause 13 (a) (where applicable). We regret we cannot meet any expenses or costs you incur as a result of any cancellation. No compensation is payable where we cancel more than 5 weeks before departure. Very rarely, we may be forced to cancel or curtail your holiday after the date of departure where circumstances amounting to 'force majeure' (as described in the special note below) occur.

In this very unusual situation we regret we cannot make any refunds, pay any compensation or be responsible for any costs or expenses you may incur as a result.

Special note – Force Majeure except where otherwise specified 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 affected by reason of circumstances amounting to 'force majeure'. In these booking conditions 'force majeure' means

any event which we or the supplier of the services in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and similar events beyond our control.

14. SUPERVISORY RESPONSIBILITIES OF THE PARTY LEADER

Once the booking form has been signed, the party leader accepts responsibility for the good conduct of all participants. Furthermore 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
- c) No participant smokes in a hotel bedroom or apartments, or in any way causes a fire hazard
- d) Participants 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
- e) The party leader is responsible for any damage or loss caused which must be paid at the time direct to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claim subsequently made against us as a result as well as our own and the suppliers legal costs
- f) If the behaviour of any member of any party is causing or is considered likely to cause offence, danger, damage to property and/or distress to others, we reserve the right at all times, without prior notice, to terminate the holiday of the person(s) concerned or, at our discretion, that of the whole party. If, for example any coach driver, accommodation owner or manager, or senior member of our staff, considers that the behaviour is unacceptable they are authorised to terminate a booking wherever and whenever necessary and require the person(s) to leave the accommodation or property. In this situation, we will have no further responsibility to award such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of termination. Cancellation charges will apply.

15. DEALING WITH PROBLEMS

If you have a complaint.

If a complaint arises you should report it as quickly as possible to our representative or agent and the supplier so that efforts can be made to rectify it to your satisfaction. Our representative or emergency contact can deal with most problems on the spot. If we are unable to resolve matters the party leader must write to our head office within 20 days of return, explaining the problem fully. Except in the case of personal injury, illness or death, we regret we cannot accept any liability in respect of any complaint or claim not notified to us within 10 days of return. We undertake to acknowledge receipt of your letter within 14 days and within 28 days to send you a full reply or an explanation for the delay. In any event we undertake to send you a full reply within 56 days

16. OUR LIABILITY TO YOU

We accept responsibility for ensuring your holiday is supplied as described in any promotional material subject to your agreement with us and that services offered reach a reasonable standard. If any part is not provided as promised we will pay you appropriate compensation if this has affected the enjoyment of your holiday. We accept responsibility for the act and/or omissions of our employees, agents and suppliers when acting within the scope of their employment except where they lead to death, injury or illness. Our liability however is in all cases limited to twice the price of the holiday excluding insurance premiums and amendment charges of the person affected. Except where either transport or accommodation only is booked, we accept the responsibility should you or any members of your party suffer death, injury or illness as a result

of any failure to perform or improper performance of any part of our contract with you by any of our employees, agents, suppliers or sub-contractors (providing they were at the time carrying out work authorised by us) except in the following situations. We will not be liable where any failure to perform or improper performance was due to (a) the acts and/or omissions of the person(s) affected 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 service(s) in question could not have foreseen or avoided even with all due care.

In respect of carriage by air, sea or rail and the provision of accommodation our liability in all cases will be limited as if we were the carrier/accommodation provider within the relevant international convention or EC regulations. It is however a condition of our acceptance of these responsibilities that you notify us of any claim within 28 days of your return from your holiday and that, where any payment is made, the person affected will assign to us or our insurers any rights they may have to sue any third party and to extend to us our full co-operation. If any client (except where either transport or accommodation only is booked) suffers death, illness or injury whilst overseas arising out of activity which does not form part of the foreign inclusive holiday arrangements nor an excursion arranged through us, we shall, at our discretion, offer advice, guidance and assistance to help you in resolving any claim you have against a third party, provided we are advised of the incident within 90 days of the occurrence. Where legal action is contemplated our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to ourselves. Our costs in respect of the above on behalf of you and your party shall not exceed £5,000 in total.

17. SAFETY STANDARDS

a) The requirements and standards of the country in which services are provided apply and not those of the UK. These requirements and standards will not be the same as the UK and may sometimes be lower.

18. ABTA

We are a Member of ABTA, membership number Y1415/L5645. 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 on ABTA's website www.abta.com. The arbitration scheme is arranged by ABTA and administered independently by IDRS, part of the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by IDRS within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement. For injury and illness claims, you may like to use the ABTA/Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from www.abta.com.