

OUTGOING BOOKING TERMS AND CONDITIONS – SNOWBOMBING 2010

The information on these pages is important. It explains the responsibilities and obligations undertaken by all parties when booking with Outgoing. 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 and 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.

Our holidays and travel are as advertised by us and the nature and type of our services and any restrictions which may apply are also detailed in these important information sections which you must read carefully.

The type of arrangements you book will decide if your contract is with us or another supplier of travel services. Your contract will be with us if you book at least 2 or more of the following services:

1. Transport.
2. Accommodation.
3. Other tourist services not ancillary to transport or accommodation which account for a significant part of the arrangements.

when the above services are taken together AND / OR

- a) Cover a period over 24 hours
- b) Include overnight accommodation

For all other arrangements, excluding accommodation only bookings, we are a booking agent for other suppliers and your contract will be with them. We accept no responsibility for their actions or omissions.

When you ask Outgoing or your travel agent to confirm your holiday booking you guarantee that you accept, and accept on behalf of your party, the terms of this booking contract and have read the important information relating to your holiday. These, along with your confirmation invoice comprise your agreement with Outgoing and all those listed on the holiday booking on whose behalf the party leader is acting. No variations to these conditions shall be valid unless agreed by us in writing.

An individual in a group can make changes to their personal booking over the booking website as long as the security protocol is complied with. The group leader of a group can make any changes to any individuals' booking within their group as long as the security protocol is followed.

When you confirm your booking, you also agree to us processing the personal information you supply relating to you and your group in order to provide you with the services booked. Our holidays start and finish as stated on your Outgoing confirmation invoice. We are not responsible for your travel to and from this point or for any expenses including travel, accommodation, subsistence or loss of earnings caused by delays howsoever caused. These may be recoverable from insurers subject to their terms and conditions.

Your Financial 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 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>

1. THE CONTRACT BETWEEN US

- a. These Booking Conditions form the basis of your contract with Outgoing. 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. "Written" or "in writing" refers to any correspondence, either by email or by posted letter, between you and Outgoing or by notification on the relevant Outgoing website i.e www.snowbombing.com . By signing the booking form / booking a tour on-line, thereby 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', 'our', and 'us' are references to Outgoing. 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. Our contract with you is deemed to be made at the offices of Outgoing; The Stables, Wilmslow Road, East Didsbury, Manchester, M20 5PG.
- b. 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. Our website will display any changes to this information so please be sure to check these details before booking.
- c. When we have confirmed your booking and deposit by issuing a confirmation invoice followed by a receipt for full payment, a contract exists under which we accept responsibility for the provision of all services described on our invoice.
- d. Verbal descriptions and telephone conversations are subject to interpretation and cannot be proved or confirmed, we accept no liability for these. Website bookings/quotes are also subject to technical error. Therefore all telephone and website bookings and quotes are subject to our written confirmation and this is why it is **important that you check your confirmation invoice as soon as you receive it**. A contract is not made until we have issued a confirmation invoice.
- e. There may be some instances where we are not able to confirm some of our arrangements straight away (such as flights or coach departure times) in which case this will be indicated on your invoice. A contract for these arrangements will only be made when we have confirmed them in writing.
- f. Errors in costings are very rare. However, if there is an obvious error on your invoice we reserve the right to correct this as soon as we are aware of it

2. OUR AGREEMENT WITH YOU

You must be at least 18 years of age to book a tour with Outgoing and if you are under 18 and travelling with us, a responsible adult must accompany you. There may be other age restrictions on certain of our offers or services and these will be detailed in these offers or the descriptions of these services.

3. PAYING FOR YOUR HOLIDAY – SNOWBOMBING SPECIFIC

Making a Booking Deposit:

- a. Accommodation can be reserved:
 - i. Until August 17th 2009 for a deposit of £50.00 per person.
 - ii. Between August 17th and September 1st, bookings will be suspended to allow full options to be made available.
 - iii. From September 1st 2009 new bookings require a deposit payment of £100.00 per person
 - iv. For any bookings made prior to August 17th 2009 with a £50.00 per person deposit, the level of this deposit needs to be increased to a minimum £100.00 per person from September 1st 2009 for the booking to be maintained.
 - v. Booking cannot be guaranteed until a deposit is received.

- b. On making a booking you should provide Outgoing with the number of places you wish to reserve, a completed electronic (via the Outgoing / Tour website) booking form with any option requirements and passenger names.
- c. The balance shown on your confirmation invoice is payable without reminder 6 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 your Final Confirmation Invoice, sent upon full payment being made, you must check your documentation and inform us immediately of any inaccuracies. Outgoing cannot accept any liability if we are not notified of any inaccuracy in any documentation within 5 days of issue.
- f. All Final Information / Itineraries / e-vouchers and tickets (if applicable) will be made available to you only when the Final Balance of your group has been paid and within 10 days of your departure date.
- 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. All monies paid by you to any authorised Travel Agent of Outgoing in respect of your holiday will be held on our behalf until they are paid to us or refunded to you.
- h. Outgoing will charge you a Card Handling Fee equivalent to 2.5 % of the transaction value for processing your credit or debit card unless stated at the time of booking.
- i. Outgoing will deduct your payment from your card at the time it processes your credit / debit card transaction.
- j. When you purchase a ticket via our website, all transaction details that you provide to Outgoing (including your name and credit card details) will be held and used in accordance with our Privacy and Cookie Policy and will be encrypted using SSL (secure socket layer) technology. Outgoing will take reasonable steps to safeguard transaction details, but you acknowledge and agree that the use of internet booking can never be completely secure.
- k. For the avoidance of any doubt, where a transaction is not completed for whatever reason, Outgoing will not have levied its Card Handling Fee, as your credit/ debit card transaction will not have been completed.
- l. The group leader will be, in the final instance, responsible for any monies owed or outstanding by their group. No group booking will be confirmed until all members constituting the group have made their final payment and the group, in its entirety, has no outstanding balance due.

4. CHANGES IN THE PRICE OF YOUR TOUR

- a. 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 external supplier costs (subject only to new bookings or items on current bookings that have not yet been paid for).
- b. We will inform any bookers of any price changes as soon as we become aware that changes need to be made.
- c. As a result of the instability in oil prices, airlines often charge a fuel supplement which will be included in the price of your holiday. As these change regularly, the price you pay for your holiday may not be displayed on our website as we are not always able to make changes as quickly as these supplements change.

- d. Once the price of your chosen holiday has been confirmed, then, subject to the correction of omissions or errors, we will only increase the price in the following circumstances: changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked.
- e. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your booking, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission if applicable. If this means that you have to pay an increase of more than 10% of the price of your original booking, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges initiated.
- f. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.
- g. 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.

5. INSURANCE

- a. It is a condition of booking that all passengers travel with a fully comprehensive Winter Sports Holiday Insurance policy that they are acquainted with purchased prior to departure. No liability will be accepted by Outgoing for any clients travelling without adequate insurance.
- b. Many insurance policies that have a winter sports section do not cover you for costs associated with events such as travel delays or piste closure due to too much snow as well as too little. They cover you for medical or cancellation. But there are far more elements to a ski holiday, not least of which is the weather in the mountains! It is important that you check any policy thoroughly and it is a condition of booking that you are covered by a comprehensive winter sports insurance policy of at least equivalent cover to that suggested by us.
- c. Optional Winter Sports Holiday insurance can be purchased through Outgoing. Please read the policy details carefully and take these with you on holiday. 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 people. 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.
- d. Should you or any members of your party decline the insurance we offer, and fail to purchase insurance cover of at least the same level of cover as offered by Outgoing, you absolve us of all possible liabilities and consequences in respect of any matters arising that otherwise would be covered and agree to indemnify Outgoing for any costs that would have been covered by the suggested policy. This means 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.
- e. Your insurance policy is only valid when you have paid your insurance premium. 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 initially book your holiday up until the day before your day of departure.
- f. 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 endeavor to pass any reasonable requests on to our relevant supplier, we regret we cannot promise that any requests will be complied with unless we have specifically confirmed this in writing.
- b. 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 confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.
- c. Please note that special requests do not form part of our contractual agreement and we will have no liability if they are not met.
- d. 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. 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 / amend the booking.

7. YOUR PASSPORT

- a. 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 relevant visas that may be required.
- b. If you need to apply for a passport or renew one, please do so well in advance. If you need to contact the passport agency: 0870 521 0410 (calls charged at national rate), or www.passport.gov.uk,

8. DEPARTURE AND ARRIVAL TIMES

- a. When traveling by coach you must be at your pick up point 30 minutes before the departure time, final details of which, including the pickup point, will accompany your travel documents.
- b. Regardless of the mode of transport it must be accepted that delays can occur. If traveling 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. AIRPORT COACH TRANSFERS & LAND (FROM THE UK) COACH TRAVEL

- a. In order maintain economic viability and still offer as many airport coach transfers and land coaches as possible, we often need to combine airport transfers and land coach routes to and from the resorts for passengers from arriving and departing flights and from different locations on outbound and inbound journey for the land coaches.
- b. This means that you could incur additional waiting time on arrival at and return to the airport for transfers or experience a non-direct route to resort to enable further clients to be picked-up by the land coaches. In each instance, we will do our best to keep waiting times to a minimum.
- c. Airport coach transfers and land coaches which involve crossing national borders may be subject to delays as a result of immigration control and customs. Therefore approximate timings as advertised may sometimes be longer than anticipated.
- d. Please bear in mind that the coaches may stop to allow a driver break or to change drivers in order to comply with the driving hours legislation.
- e. It may be necessary for you to change coaches at a central transport hub should the conditions and operational logistics require such a change of vehicle.
- f. All transfer and land coaches are equipped with a WC and video /DVD players that are at your disposal. However, due to technical problems, the players may be off line. Similarly, if the weather conditions are very cold, the WC may be out of order due to the possibility of the water freezing.

- g. Outgoing cannot guarantee a representative will be onboard each individual airport transfer or land coach. However, reps or our agents will always be on hand to show you to your respective coach on the out and inbound leg of your transfer.
- h. All airport coach transfers and UK land coach pick-up points (and by return, the drop-off point) and times are offered in good faith based on demand forecasting. Should any specific pick-up prove to be uneconomically viable i.e. an insufficient number of individuals require a specific pick-up point, Outgoing Ltd reserve the right to cancel such a pick-up point.
- i. Should a pick-up point be cancelled, an alternative pick-up point will be offered from the closest location as possible to the original.
- j. Should a pick-up point be re-located, Outgoing Ltd will not be liable for any additional costs incurred by any clients to reach or return from this revised pick-up point location.
- k. In the event of a revised pick-up point being unacceptable to any client that has booked, Outgoing Ltd will be limited only to the refund of the cost of the coach travel originally booked.
- l. In this instance, a revised pick-up point from the original one booked will not constitute a "Major Change" as noted in these Terms and Conditions.
- m. All individuals on board an airport transfer coach or a land coach from the UK to resort agree to be bound by the rules and regulations of travel and to follow the instructions of the coach driver at all times.

10. YOUR LUGGAGE

- a. Porterage is not provided. Baggage allowance when traveling by coach is one main bag or suitcase for the hold (not to exceed 15 kilos per person).
- b. Luggage in the hold is not accessible during the journey.
- c. It is the responsibility of each individual to ensure the safe loading and unloading of their personal luggage on any coach transport provided.
- d. Outgoing cannot be held liable for any luggage mis-loaded or left behind.
- e. 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.
- f. Ski or snowboard equipment taken on board is considered excess luggage and a carriage charge will be levied. All passengers taking carriage must inform Outgoing. If this is not requested and paid for Outgoing have the right to refuse to take the equipment on board.

11. ACCOMMODATION AND INVENTORY DEPOSITS

- a. Upon checking in to your accommodation you may be charged a deposit. This arrangement shall be strictly between the passenger and the apartment or hotel owner / management themselves.
- b. Outgoing cannot accept responsibility or liability for the return or loss of such monies.

12. CANCELLING YOUR BOOKING

- a. Cancellations must be confirmed in writing (email or letter) by the person who made the booking/signed the booking form. We cannot accept verbal cancellations. To cover the cost of processing your cancellation and to compensate us for the risk that we may not be able to resell your holiday, the following cancellation charges are payable as a proportion of the total invoiced cost (including extras) from the date we receive written confirmation. The more notice you give us, the less we charge. The person who made the booking is responsible for this charge. Please remember that some suppliers charge 100% cancellation from the moment the booking is made. In some instance we may be able to obtain some money back, but no guarantees can be made.
- b. The number of days prior to departure is taken to be from the day on which written notice is received by us: cancellation 63 days or more prior to departure = loss of deposit and insurance premium (if applicable)
- c. 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. The following cancellation charges apply to any cancellations on Outgoing;
 - i. Before days stated below – Loss of Deposits only

- ii. 42-25 days before departure – Loss of Deposit and 75%* of the remaining balance of the holiday package
 - iii. 24-14 days before departure – Loss of Deposit and 90%* of the remaining balance of the holiday package
 - iv. 13 days – departure date or afterwards – Loss of Deposit and 100%* of the remaining balance of the holiday package.
- d. *Percentages shown are of the total cost less any amendment fees or cancellation charges which have already been incurred which are not refundable.
 - e. Depending on the reason for the cancellation you may be able to reclaim the cancellation charges under the terms of your 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 an amendment fee, providing 21 days notice prior to departure is given.

If cancellation of a party member results in under occupancy of a room, apartment or chalet, those remaining must pay the appropriate empty bed charge.

13. 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). Any alteration within 8 weeks of departure; change of accommodation/departure date/resort, may be considered as a cancellation and subject to cancellation charges.
- b. 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.
- c. We cannot guarantee that changes will be possible, you must notify us of any changes in writing or by telephone and we will endeavor to make the changes. All amendments will be subject to an administration fee. The following charges apply;
- d. Name change – An amendment fee of £15 per booking within the following conditions:
 - i. The booking does not include services provided by suppliers who will consider the booking cancelled if changes are made
 - ii. Your arrangements remain exactly the same as the original booking
 - iii. The replacement person takes on the exact cost of your holiday as paid by you.
 - iv. You must put your request to transfer your booking in writing
 - v. That person signs a booking form or signals in writing their acceptance of the terms of our agreement
 - vi. That person must comply with all noted terms and conditions, specifically regarding adequate insurance cover. as any premiums paid by the original booker cannot be refunded
 - vii. You will remain responsible for the payment of any balances relating to your holiday should that person be in default of payment
 - viii. You cannot transfer a booking within 21 days of travel In all other instances cancellation charges will apply.
- e. Accommodation or date change - £15 per booking
- f. Downgrade or cancellation of options - £15 per booking
- g. Cancellations regarding tickets to on site events - £5 per booking
- h. Upgrade or option additions made by telephone call - £5 per booking
- i. People can change bookings, however they must follow the procedure set out in 12a.
- j. 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.
- k. All booking amendments must be initiated by the designated group leader only.

14. IF WE CHANGE YOUR BOOKING

Minor and Major Changes

The holiday arrangements provided by Outgoing are put together in good faith and many months in advance. Despite all of the preparation, certain aspects of the arrangements can go awry 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.

There are two classifications of changes:

- a. **Minor Changes:** alteration of airline/flight/coach routing, of aircraft type, of overseas arrival airport/seaport/station, of outward/return flights/coach/travel timings by less than 12 hours, change of accommodation to another of the same or higher standard and any other change not specified as a major change (below).
 - i. 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.

- b. **Major Changes:** change of UK airport (excluding airports in the same region e.g. London, Gatwick, Heathrow, Luton, City Airport or Stansted and departure points London and Ashford and Ebbsfleet), resort, flight times by 12 hrs or more, or to a lower standard (based on Outgoing's rating) of accommodation and cancellation of holiday.
 - i. Unfortunately it is sometimes necessary to make significant changes. If a major change to your holiday arrangements is made to the holiday you have booked and for which you have received a confirmation invoice, or if we cancel the holiday within 63 days of the original departure date, you may choose to:
 - 1) Accept the changed arrangements as notified to you by us (this may involve a change of resort).
 - 2) Purchase a replacement holiday from us, of at least the same standard if available (and paying supplement or receiving a refund in respect of any price difference)
 - 3) Cancel your holiday and receive a full and prompt refund of all monies paid to us.

- c. We will pay compensation as detailed unless the change is for reasons beyond our control as described below. We will always refund the difference in price if the replacement holiday is of a lower standard and price. You must notify us of your choice within 7 days of our offer of alternative holiday arrangements. If you do not, we will assume your acceptance of the new holiday arrangement.

- d. 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: If we do have to make a significant change, one which involves a change of resort, a change of departure point, and a change of departure time by more than 12 hours or accommodation to that of a lower standard of classification we will pay per person a minimum compensation of;

- e. Period of notification prior to departure Compensation or credit per paying passenger
 - i. Notification of major change more than 26 days before departure £0, 15-25 days £5 pp; 0-14 days £10 pp.

- f. We shall be under no further liability to you, nor shall we be liable for any costs or expenses outside the holiday cost.

- g. Compensation will not be paid to adults or children travelling on free places but will be paid on a pro rata rate of the adult rate if children have paid a child price.

- h. If a significant change is made as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with due care which include but are not limited to those circumstances set out under the heading Force Majeure compensation we regret cannot be paid.

- i. We regret we cannot meet any costs or expenses you incur as a result of any change.

15. IF WE CANCEL YOUR BOOKING

- a. 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.
 - b. 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. In addition, we will pay you compensation as set out above subject to the following exceptions.
 - i. Compensation will not be payable and liability beyond offering the above mentioned choices cannot be accepted where we are forced to make a change as above subject to the following exceptions.
 - ii. No compensation shall be payable if we cancel as a result of your failure to make up all payments due in full and on time. Please see note below.
 - iii. In all cases, our liability is limited to offering the above choices and the compensation set out as noted (where applicable).
 - iv. 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.
 - v. 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.
16. 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.

17. SUPERVISORY RESPONSIBILITIES OF THE GROUP LEADER

- a. Once the booking form has been signed, the group leader accepts responsibility for the good conduct of all participants. Furthermore it is the group leader's responsibility specifically to ensure that:
- b. No participant under 18 years of age consumes alcoholic.
- c. All local laws, including those relating to the consumption of alcohol, are at all times obeyed
- d. No participant smokes in a hotel bedroom or apartments, or on board any public / private transport or in any way causes a fire hazard or contravenes the local smoking laws.
- e. 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
- f. The group 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 supplier's legal costs.
- g. If the behavior of any member of any group 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 group. If, for example any coach driver, accommodation owner or manager, or senior member of our staff, considers that the behavior 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.
- h. Cancellation charges will apply in all instances.

18. YOUR ACCOMMODATION

- a. Only those people named on your confirmation invoice can use the accommodation or transport (or other service) arranged by us. You are not permitted to share accommodation or transport with anyone else. All clients undertake not to damage their accommodation, and to abide by local regulations (especially in relation to noise).
- b. Clients are liable for the cost of any damage or loss and Outgoing, their agents or suppliers shall be entitled to recover costs from the client if necessary before the homebound transfer.
- c. The party leader shall be liable in the first instance for any claims against the party. You or your party may be denied any return homeward bound boarding of transport if you refuse to pay or to undertake a commitment to pay on your return.

19. YOUR CONDUCT

- a. We reserve the right to refuse to accept you as a customer or to continue dealing with you if your behaviour affects or threatens to affect other travelers or is threatening, disruptive or abusive towards our staff either in the UK or abroad (this includes on the telephone or in writing).
- b. If any of those in charge of operating our holidays such as flight staff , coach drivers or our resort staff consider you or any of your party to be disruptive, they can refuse to allow you to proceed with your travel arrangements. If this means you are prevented from boarding your outbound flight, we will consider your booking cancelled and the appropriate cancellation charges will apply.
- c. If this occurs abroad, you will become responsible for sourcing your own accommodation and flight home including alternative arrangements for those who will not travel without you. In any of these circumstances no refunds will be made or compensation paid. We may also make a claim against you (and/or instigate criminal proceedings) if your behaviour has resulted in additional costs to us.

20. OTHER GUESTS

We will not hold the details of non-Outgoing guests that may be booked into your accommodation or of any events such as conferences or sporting events. We have no control over the behaviour of other guests and our reps will assist wherever possible if the behaviour of another guest is considered disruptive.

21. DEALING WITH PROBLEMS

If you have a complaint

- a. 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.
- b. Part of this reporting procedure is that you complete a form in resort so all parties are clear on the precise nature of the issues involved. It is an express condition of your Agreement that this simple procedure is followed. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.
- c. If you are still dissatisfied we ask that you write to us giving details of your complaint. We do not automatically follow up a report made in resort as in many cases these are resolved. We do not issue refunds in resort as we feel it is important that all the relevant information is gathered in fairness to all involved. Our Representatives are not authorised to promise or make payments or to vary the terms, conditions or information as noted in these terms and Conditions.
- d. If any problem has not been resolved to your satisfaction, once we received written details in resort and in our office we will investigate it and do what we can as soon as you bring it to our attention.
- e. All written correspondence to our Manchester office is acknowledged and we will reply within 28 days.
- f. If we have not been able to finish our investigation after 28 days we will write to you advising you as to our progress.
- g. We can usually sort out any complaints you have. In the event of us not being able to agree you can take the matter to arbitration under a special scheme offered in conjunction with the Association of British Travel Agents. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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.

22. OUR LIABILITY TO YOU

- a. 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 are of a reasonable standard. If any part is not provided as promised, within mutually agreed parameters of expectation, we will pay you appropriate compensation if this has affected the enjoyment of your holiday.
- b. 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.
- c. 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.
- d. 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.
- e. 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 cooperation.
- f. 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.

- g. All points noted above are subject to the "Force Majeure I" section where circumstances cannot be foreseen or forewarned.

23. OUR RESPONSIBILITY FOR YOUR HOLIDAY

- a. We have taken all reasonable care to ensure that the services that make up your holiday are provided by reputable suppliers and businesses. These organisations follow local and national regulations and laws of the country in which they operate. However, overseas safety standards often differ from those in the UK and in some instances may not yet meet EC fire safety recommendations. Our obligations in regard to reasonable care and due diligence will be deemed to have been complied with when provision has conformed with local regulation or, in the absence of this, local custom.
- b. 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 client. Outgoing shall not be liable for any loss, delay or costs connected with, or arising out of, adverse weather conditions, including blocked roads and lengthy airline delays. If, as a result of force majeure, you miss your return departure and extra accommodation is required, Outgoing will not be responsible for this cost. We strongly recommend you take insurance at least equal to that suggested by Outgoing, which, subject to terms, may cover these instances.
- c. If, due to adverse weather conditions or other circumstances beyond our control, pre-booked ski packs, excursions or tours are not available, our liability is limited to a refund of monies paid for such services. No refunds are given for unused portions of the holiday, e.g. journeys, transfers, car hire, empty accommodation, unused ski packs, uneaten meals. No representative is authorised to make or promise refunds and no such promises will be accepted by Outgoing. Where excursions or services such as ski lessons are provided by a company outside of Outgoing, even where such excursions or services are sold through our representative or a supplier of Outgoing, we will have no liability for these. We act as an agent for such services and would be happy to provide their conditions of booking on request.

24. OUR ASSISTANCE IN RESORT

- a. If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances as long as the following requirements are met:
 - i. You must tell us and the supplier involved whilst you are in resort and write to us within 28 days of your return from holiday.
 - ii. You must make a claim under your insurance policy's legal expenses section (or other if appropriate), send us proof of this claim and repay us the money to cover our expenses if and when your claim is successful.

25. HOTELS, PENSIONS AND SELF-CATERING APARTMENT ACCOMMODATION

- a. Prices in hotels are based on twin or double rooms (unless otherwise stated). All of our hotels prices are based on bed & breakfast.
- b. Prices for self-catering are based on the number of people specified. As most apartments include a double bed, occupancy and prices are based on 2 people sharing this bed.
- c. We have a limited allocation of rooms in hotels and apartments. When our allocation is full, we may not be able to obtain more at the same rate or on the same terms and therefore a supplement may apply.
- d. If you are arriving at our accommodation by car, or on a flight with a transfer not booked through Outgoing, it is very important that you notify us of your estimated arrival time prior to leaving the UK. Should you fail to do this in advance, we cannot guarantee that your accommodation will be ready for you.
- e. Check-in is usually between 15.00 and 17.00 and check-out of rooms is between 09.00 and 10.00 irrespective of your time of departure. Not all accommodation will have 24 hour check-in facilities. Some hotels/apartments are able to provide a room for bags/cases etc. but please check with the reception on your arrival. Such facilities may be shared with other guests.

- f. There may be specific times your apartment or hotel reception is open and we cannot be responsible if you fail to obtain your keys before the reception closes. Many hotels ask for a credit card imprint when you check-in to cover incidentals.
- g. Many properties are non-smoking. If you require specific information, please ask at the time of booking.
- h. 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 text. However, this is often charged by those running the properties and we are not always informed. If in doubt, please check at the time of booking. .
- i. We cannot guarantee that fitness suites provide the same range or type of equipment as a purpose-built gym.
- j. 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. This is usually reflected in the price reduction.
- k. 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 do our utmost to accommodate groups together. Apartments are often privately owned and even in the same block vary in layout and size and in the actual facilities and furnishings they offer.
- l. In most European apartments a blanket and pillow are provided for each bed. Bed linen is sometimes provided – please check when you book. Bed linen can be hired from agency receptions locally. Please check before you depart
- m. Most apartments, while ingeniously designed, are quite compact and prices listed are for using the maximum number of beds, including 2 people sharing any double beds. To help with your choice, where possible we have included measurements. Please note that French law stipulates beds at height (bunks etc) should not be used by children under 6 years.
- n. Apartments in all countries have kitchenettes which are compact and equipped with basic equipment and 2 or 3 hobs. Some also have worktop ovens. Kettles are rare. Guests are normally expected to make their own beds on arrival. As there is such a variety, please check at the time of booking.
- o. Baths may not always be full size baths and showers may not always have a tray or a curtain. Soap may not be provided.
- p. Meals usually start with dinner on the day of arrival and finish with breakfast on your day of departure – this may be a packed breakfast if your departure is early. Similarly, if your arrival is late (please notify us in advance) you may be provided with a cold platter on the day of arrival.
- q. A fixed menu is usually provided for those who have booked meal arrangements in advance with limited or no choice of menu. Please note that sometimes hotels may allocate tables on a shared basis. An a la Carte menu is available at some hotels at a supplement payable to the hotel locally.
- r. Please note that vegetarianism is still not widespread in Europe and that some hotels may only be able to offer a very limited choice. Some hotels may also charge a supplement for specific dietary requests. It is essential that you notify us at the time of booking so that we can advise you and that this request is noted on your invoice.
- s. Hotels may lock their main doors at a specified time. Please check with the hotel what time this is – especially if your arrival is likely to be late or you are delayed en route.
- t. Apartment agencies require a returnable deposit on arrival (approx. £200 – £300 per apartment, according to type). Your deposit is held in case of extra cleaning, lost key or 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 checked and/or your bill finalised. This may be after your return. Not all agencies will accept credit card payments – please check at time of booking.
- u. On arrival in your apartment please check everything is 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 accommodation as clean as you found it.
- v. In Austria and some other European countries, Austrian twins are one large base with 2 mattresses and 2 quilts. This is considered 2 beds.

26. EXCURSIONS

Excursions or other tours not run by Outgoing that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

27. VISITING EXTERNAL WEBSITES

- a. HTML website links contained in www.snowbombing.com may enable you to “click through” to other websites providing services which are not under the control of Outgoing Ltd.
- b. Outgoing Ltd is not responsible or in any way liable for the content of such linked sites e.g. budget airline carriers.
- c. The content of any external websites is, in no way an endorsement of the services provided or opinions expressed by Outgoing Ltd.
- d. As external sites to www.snowbombing.com, Outgoing Ltd does not guarantee that these links will be operational for any specific period and has no control over the availability, pricing and overall content of any such linked website pages.
- e. Should any services be purchased from any linked external linked website pages, it is essential 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 these noted terms and conditions from such an external website.
- f. Outgoing Ltd will not, in any event, be responsible or liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of, data or profits arising out of or in connection with the use www.snowbombing.com of any external websites therein listed.

In no event will we be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of, data or profits arising out of or in connection with the use of www.barrheadtravel.co.uk

28. OUR EVENT LINE-UP AND EVENT PROGRAMMING

Outgoing reserves the right to change or alter the advertised programme and line-up of all activities without prior notification or liability to refund or part refund existing customers.

29. EQUIPMENT HIRE, SKIS / SNOWBOARD TUITION AND LIFT PASSES

- a. You can pre-book equipment hire, ski / snowboard lessons and lift passes when you make your initial booking or at any time up to 14 days prior to your departure.
- b. Any option being purchased must be paid for in full prior to 14 days of your departure to ensure that your booking is fully paid and that the booking is therefore valid.
- c. We aim for the prices of pre-booked items to be less than those in resort but we cannot guarantee this. Purchasing in advance however always allows you to spread the cost of your holiday more effectively and also saves you time on your arrival in resort.
- d. These are sold separately (we act as an agent for the suppliers of these services) and are an extra cost to your holiday. Suppliers booking conditions apply and all equipment hire and lessons are subject to availability.
 - i. Proof of age may be required for any lift passes where discounts have been obtained for children, senior skiers or family passes.
- e. **Insurance:** It is essential that your insurance covers you for hired equipment. Many shops offer top-up insurance and we recommend you take this. Details of this will be displayed in the shop and we recommend you read this. Outgoing will not be liable for any damage or theft of hired equipment. Any such matter will be to be resolved between you and the hire shop and your insurance company.
- f. **Cancellations/refunds:** Once you have booked your equipment, lessons and lift passes, no cancellations 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.

30. YOUR LOST PROPERTY

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. Clients will need to contact our Manchester office. If we are able to locate lost property and arrange for its return, all costs of so doing must be paid in advance along with an administration charge of £25.

We cannot be held responsible for lost property whilst in transit to the UK howsoever this is arranged. We reserve the right to increase the administration charge for the return of lost property for bulky items with special dispatch costs.

31. YOUR DATA PROTECTION

- a. 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 your travelling companions to our suppliers for the purposes of providing you with our services. Only the information necessary for these purposes will be supplied to them.
- b. The information may also be provided to security or credit checking companies, public authorities such as customs/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.
- c. Where your holiday is outside of the European Economic Area (EEA) controls on data protection may not be as they are in this country. If we cannot pass this information to the relevant suppliers, we cannot provide your booking. Therefore, in making a booking with us, you consent to this information being passed to the relevant persons. We do not pass information on to any person not responsible for your holiday arrangement and we do not sell any information or our mailing list to any other company. Please note that where your information is held by your travel agent this is subject to their data protection policy.
- d. We do not share information for marketing purposes with third parties. We do hold you information for our purposes i.e. to inform you of offers and promotions or to send you our brochures. If you do not wish to receive these please let us know as soon as possible.

32. UPDATES OF THE TERMS AND CONDITIONS

- a. The above Terms and Conditions were published and last updated on 2nd September 2009.
- b. Outgoing Ltd may be duty bound to update and amend these terms and conditions where deemed necessary. No notice will given as to any revisions of the terms and conditions. Outgoing Ltd recommends that anyone bound by any of these terms and conditions ensures they are aware of any updates by viewing the terms and conditions on a regular basis.

33. 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.