

America2Alps booking terms & conditions

Please read these booking conditions carefully. All people listed on the reservation (and any of them as applicable, including those added or substituted later), are referred to as **you** or **your** in these booking conditions. References to **us**, **our**, **we** and **America2Alps** mean First-hand Ski Company Ltd, trading as America2Alps, registered in England under company number 15799701 whose registered office is at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, UK.

The following booking conditions form the basis of the agreement between you and America2Alps. The first named person on the booking (**lead passenger**) acts on behalf of everyone else traveling in making the booking and communicating with us. By making a booking request, the lead passenger confirms that he / she is authorised to make that booking on the basis of these booking conditions by all persons named on the booking (**party member(s)**) and the parent or guardian of any party member who is under the age of 18 when the booking is made.

Once America2Alps receives the payment due at the time of booking, we will issue a confirmation invoice to the lead passenger. This will list the contracted travel arrangements. A contract between us will come into effect at this point. The itinerary proposal you receive before making a booking includes a link to the general information and booking conditions which apply to your booking. This information and our booking conditions are also accessible on our website.

Any reference to an EU regulation in these booking conditions should be taken to mean the UK legislation which replaces (or has replaced) that EU regulation and/or any EU regulation which continues to have effect in the UK as a result of being incorporated into UK law (in all cases referred to as **retained EU law**). Changes to retained EU law are likely to be made over time. Reference to any EU regulation in these booking conditions is intended to refer to the relevant retained EU law at the applicable time.

Your contract will be governed by the Package Travel and Linked Travel Arrangements Regulations 2018. Please click this link to learn more about your rights under these regulations: <https://www.legislation.gov.uk/uksi/2018/634/contents>.

1. Booking procedure

We do not use physical booking forms. All bookings are subject to these booking conditions. As set out above, a contract between us comes into existence when we have received the payment due at the time of booking and issued a confirmation invoice to the lead passenger.

All individuals listed on the booking, as well as the parent or guardian of any party members under the age of 18 at the time of booking, must give the lead passenger authority to make the booking on the basis of these booking conditions. The lead passenger confirms that he/she is so authorized by making a booking request. It is the lead passenger's responsibility to make all payments due to us under our contract.

Once America2Alps receives the payment due at the time of booking, we will issue a confirmation invoice to the lead passenger. This will list the contracted travel arrangements. A contract between us will come into effect at this point. The itinerary proposal you receive before making a booking includes a link to the general information and booking conditions which apply to your booking. This information and our booking conditions are also accessible on our website.

The agreement we enter into is a legally binding contract. Both of us agree that, except as set out below, English law (and no other law) will govern your contract as well as any disagreement, claim or other issue of any kind that comes up between us (**claim**). We also agree that any claim (whether or not it involves any personal injury) must be handled by the courts of England and Wales to the exclusion of all other courts.

The lead passenger is responsible for making all payments due to us. When the reservation is made, the lead passenger's age must be at least 18.

2. Prices & payment

Note that mistakes and changes do happen from time to time. When making a reservation, you must confirm the cost of the vacation you have chosen.

The prices of unsold travel arrangements are subject to change at any time by us and by suppliers. Before your vacation is confirmed, we also reserve the right to make any necessary corrections to prices that have been advertised.

Payment of a deposit (or full payment if booking within 10 weeks of departure) is required in order to request a booking. The deposit required will be at least 20% of the total cost of the vacation. However, if there are special conditions, like a special offer flight that requires immediate payment of the entire cost of the flight or for vacations during busy times when we need a larger deposit to reserve your lodging, the deposit we require may be higher. We will let you know when you make your reservation the payment needed to confirm your booking. You accept that you will be responsible for the cancellation fees referred to in clause 3 Amendments, transfers and cancellation if you decide to cancel later.

If you ask us to pay or agree to our paying a supplier for a service earlier than we would normally expect to pay that supplier—for example, paying an airline early so that your flights can be ticketed—after we have confirmed your booking and you have paid your deposit but before your balance has been paid, we will request full payment for that service. In the event that you subsequently cancel, the additional amount paid will be considered as part of your deposit and will not be refunded.

Once the price of your chosen arrangements has been confirmed at the time of booking, we will only increase or decrease it in the following circumstances. Price increases after booking will be passed on by way of a surcharge. A surcharge will be payable, subject to the conditions set out in this clause, if our costs increase as a direct consequence of a change in (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources or (ii) the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or (iii) the exchange rates relevant to the package.

Within 20 days of departure, there will be no increase in the cost of your booking and no surcharges applied.

You will also be entitled to a price reduction where there is a decrease in our costs as a result of a decrease in the costs referred to in this clause which occurs between confirmation of your booking and the start of your vacation.

You will be notified of any price increase (surcharge) or reduction applied in accordance with this clause together with the justification for and calculation of this not less than 20 days before departure.

If any surcharge means paying an additional amount equal to more than 8% of the total cost of your of booking, clause 3(B) will apply. If you choose to cancel as a result, you have 14 days from the surcharge invoice date to exercise your right to do so. We have the right to assume that you do not want to cancel and will pay the surcharge if you do not notify us of your desire to do so within this window of time. The surcharge must be paid within 14 days of the date of issue of the surcharge invoice if you haven't notified us that you wish to cancel within this time. In cases where there is a surcharge or refund due, each party member will also be charged an administration fee of GBP £20. Please be aware that not all vacation arrangements are paid for in local currency, and that some currency fluctuations have no bearing on the overall cost of your trip.

Even where a booking has been confirmed, it is possible that the airline may seek to impose an additional charge at a later stage. When the airline or their agent notifies us of any such charge, it might be possible to avoid this by paying the full cost of the flight. In such a case, we will, if at all possible, offer you the choice of paying for the flight in full so as to avoid the additional charge.

The best method of payment is through a bank transfer. We will give you our bank details over the telephone or via an encrypted email for security. Kindly provide your booking number and the surname of the lead passenger as the reference. Please be aware that you are responsible for paying any fees associated with the transfer. Our bank does not charge for receiving the funds.

You can also make a credit or debit card payment by Visa or Mastercard using a secure payment link.

We will send a confirmation invoice to the lead passenger to confirm your booking, provided that your selected arrangements are available. As soon as the confirmation invoice is received, please carefully review it. If you believe that any information on the confirmation or any other document is inaccurate or incomplete, please get in touch with us right away because it might not be possible to change it later. We apologize, but we are unable to accept liability if any errors or inaccuracies in any document (for which we are responsible) that we send to you are not reported to us within 10 days (5 days for tickets) of receipt of the document in question. Although we will try our best to correct any errors or inaccuracies that you notify us of after these deadlines, any costs we incur must be borne by you.

3. Amendments, transfers and cancellation

(A) By you:

Please notify us in writing as soon as possible if you would like to modify any aspect of your reservation, and we will try our best to help. Any modification is contingent upon availability and any required minimum night stay by any supplier. If the requested amendment is approved, each party member may be required to pay an amendment fee in addition to any applicable supplier charges.

Airlines may treat a change to a reservation as a cancellation and a new reservation, and as such, impose a 100% cancellation fee in respect of the original reservation. This could happen, for instance, with a flight that was booked under a name that does not match the traveler's passport. In such a case, airlines are very strict and won't allow name changes. If you provide an incorrect name when making your reservation, you will be responsible for any costs and charges involved in rectifying the situation to allow travel.

Group bookings (10 or over): if members of a group cancel and reduce numbers travelling to less than the required minimum number for a group after the deposit is paid, the remaining balance for the cancelled seats will be payable in cases where special group rates are secured with specific airline carriers. Additional costs and charges might apply to other aspects of your vacation. We reserve the right to adjust the remaining balance of the vacation cost in accordance with the cancellation charges described in this clause for bookings which are not group bookings.

You can transfer your booking or your place on the booking to someone else (introduced by you) without paying the applicable cancellation charges as long as they agree to these booking conditions and meet any conditions that may apply to the holiday. You can make changes to your booking up to 30 days before departure (7 days' notice for a transfer of the booking or place on the booking). Both the transferee (the person(s) being substituted) and the transferor (the person(s) transferring their booking or place on the booking), will be responsible, jointly and severally, for compliance with these booking conditions and paying the applicable transfer fees, costs and charges (**transfer costs**). Note that airlines do not permit the transfer of reservations for flights. If a person for whom a flight booking has been made is unable or no longer wishes to travel, the booking will need to be cancelled and a new booking made for the replacement person(s) as applicable. The price of the flight may have increased since the original reservation was made. Accordingly, any new booking will be dependent on availability and the applicable cost at the time of booking.

We require written notice from the lead passenger in the event that you need or wish to cancel confirmed plans. The following cancellation fees apply from the time of booking. In calculating these charges, we have taken account of possible cost savings and the generation of income from other bookings which may be able to utilise cancelled services to the extent this is likely to be achievable.

For each reservation:

Up until 70 days before departure:	loss of deposit only
69–41 days before departure:	75% of cost of cancelled arrangements
40–26 days before departure:	90% of cost of cancelled arrangements
25 days or fewer to departure:	100% of cost of cancelled arrangements

We will recalculate the cost of your booking and re-invoice you if any cancellation lowers the number of full paying party members below the number that determined the price, number of free places and/or any concessions agreed upon for your booking.

(B) By us

(1) After we have confirmed your reservation, we reserve the right to make changes to your booking in accordance with this clause. If we do so, we will make every effort to notify you before your departure. With the exception of situations caused by unavoidable and extraordinary circumstances (see clause 4) or your failure to pay the outstanding balance when due, we will not cancel your vacation booking after the balance due date.

(2) Most changes we make will be insignificant and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted as referred to in clause 9. Where we have to do so, clauses 3(B)(5) and (6) will apply.

(3) All alterations which are not significant in accordance with clause 3(B)(2) will be treated as insignificant changes. Carriers such as airlines may be subject to change. Any such change will not be significant. A change of flight time of less than 12 hours, airline, departure airport between London airports (Gatwick, Heathrow, Luton, Stansted or London City) or between airports serving the same geographical location, type of aircraft (if advised), airline or local service provider changes (an airline within Europe, ski equipment rental, tour guides, etc.), switching from direct to indirect flights, destination airport or accommodation to another of a similar or higher standard and with similar facilities will also all be treated as insignificant changes.

(4) All group holidays require a minimum number of bookings to enable us to operate them and we reserve the right to cancel any such holiday where this minimum number is not achieved. You will be advised before your booking is accepted of the minimum number applicable to your holiday. Failure to achieve this minimum number does not, however, oblige us to cancel. We will notify you of cancellation for this reason not later than (1) 20 days before departure for holidays lasting more than 6 days or (2) 7 days in advance for those lasting between 2 and 6 days or (3) 48 hours in advance in the case of holidays lasting less than 2 days.

(5) In the event we have to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration and any impact this has on the price; (ii) in the event that you do not wish to accept the alteration, details of any alternative holiday arrangements we are able to offer (including the applicable price); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration or any alternative holiday arrangements offered; and (iv) the period within which you must inform us of your decision and what will happen if you do not do so.

(6) If you choose to cancel your booking in accordance with clause 3(B)(5), we will refund all payments you have made to us within 14 days of the date the cancellation takes effect and terminates your contract

(which will usually be the date we send you a cancellation invoice following receipt of your written cancellation notification) (**effective date of cancellation**). If we do not hear from you with your decision within the specified period (having provided you with the above mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of the effective date of cancellation. No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see clause 4).

(7) Occasionally, it may be necessary to cancel a confirmed booking. We have the right to terminate your contract in the event (i) we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances (see clause 4) and we notify you of this as soon as reasonably possible or (ii) (where applicable) we have to cancel because the minimum number of bookings necessary for us to operate your group holiday has not been achieved and we notify you of cancellation for this reason as referred to in clause 3(B)(4). Where we have to cancel your booking in these circumstances, we will refund all monies you have paid to us within 14 days of the effective date of cancellation (see clause 3(B)(6)) but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred as a result. We will of course endeavour to offer you alternative holiday arrangements where possible which you may choose to book (at the applicable price) in place of those cancelled. We also have the right to cancel if you fail to make payment in accordance with the terms of your contract in which case clause 3(A) will apply.

(8) Please note, a full refund entitlement only arises where we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances in accordance with clause 3(B)(7) and we exercise our right to cancel as a result. Without limitation, you will not be entitled to a full refund and cancellation charges are likely to apply where such circumstances affect your ability to travel on your holiday rather than our ability to perform or provide the contracted arrangements. The issue of advice or recommendations against travel by public authorities (such as the UK Foreign, Commonwealth and Development Office) does not automatically mean we are prevented from performing your holiday arrangements but may instead affect your ability to travel.

(9) In the event that unavoidable and extraordinary circumstances (see clause 4) occur in the place of destination of your holiday or its immediate vicinity and significantly affect the performance of the contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of cancellation charges and receive a full refund of all monies you have paid to us (except for any previously incurred amendment or cancellation charges). Where applicable, you must notify us of your wish to cancel for this reason in writing. Providing we are in agreement that you are entitled to do so in accordance with this clause, we will send you a cancellation invoice to confirm the cancellation. Any refund then due will be paid in accordance with clause 3(B)(5) above. We will notify you as soon as practicable should this situation occur. You will not be entitled to any compensation.

4. Unavoidable and Extraordinary Circumstances

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 obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature as a result of, unavoidable and extraordinary circumstances. In these booking conditions, unavoidable and extraordinary circumstances means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural disaster, adverse weather conditions, fire, flood, an outbreak of serious illness at your holiday destination, closure, restriction or congestion of airports, other transport hubs or airspace, flight restrictions imposed by any regulatory authority or other third party and volcanic activity.

5. What's expected of you

It is your responsibility to obtain and make sure you have with you all the necessary documents for your vacation, including your passport, any required visa and your driver's license (international driving licenses are required in some European countries, so we advise obtaining one well in advance of travel). We will not be liable if you don't, and you'll have to pay for any additional expenses incurred as a result of your failure to do so. It is your responsibility to arrive at the airport in good time, check in, and pick up any

pre-arranged parts of your vacation. Failure or inability to use any part of your contracted vacation arrangements due to travel documents being misplaced, destroyed or lost will not result in any refund or credit being made.

Visas, passports, health requirements and travel recommendations from governmental bodies: it is your responsibility to check the applicable requirements, make the necessary applications and to adhere to any regulations governing entry into your chosen country(ies). The information we will provide you at the time of booking will outline the passport and visa requirements, as well as the health requirements and formalities, for the destinations featured, which are current at the time of booking to the best of our knowledge. Should you fail to obtain a visa when necessary, or if your passport or any other travel documents are incomplete and prevent you from traveling, you will be responsible for the cancellation fees mentioned above. Additionally, we won't take any responsibility or issue a refund for any payment or expenses in the event that a lost or invalid passport or visa prevents you from traveling. You should also enquire about the specific requirements for your nationality and the passport you hold by contacting the embassy or consulate of the country(ies) to or through which you are planning to travel.

The US Centers for Disease Control and Prevention (**CDC**) maintains guidance for health for most destinations and you should check this information regularly before travel <https://wwwnc.cdc.gov/travel/notices>. The Canadian government similarly provides guidance <https://travel.gc.ca/travelling/health-safety>. To learn more about the health and vaccination requirements for your destination, we advise you to schedule an appointment with your physician or travel health clinic.

The US State Department provides travel advice that is updated frequently and pertains to the political, economic and other conditions that are present in nations all over the world. Consulting this advice before making a reservation and again in good time before departing is highly recommended. The website where this information can be found is <https://travel.state.gov/content/travel/en/international-travel.html> www.gov.uk/foreign-travel-advice and you can sign up for alerts to keep you updated on changes. Unless and until the US State Department gives guidance to the contrary, we will keep offering vacations to a destination.

6. Accommodation

Based on our expertise and experience, we have ranked different accommodation on our website. We will notify you as soon as reasonably possible of any significant changes to any accommodation, services or facilities if we are notified in advance. Note that the photographs on the website and in documentation we send to you are intended to provide an impression of the accommodation and services featured and destination information is only meant to be used as a general guide only.

On check in, lodging providers usually request a credit card authorization and details as a security deposit.

Policy for Additional Persons: every property has a maximum standard number of guests per room. If more guests are booked than the room accommodates as standard, there will be a fee for each additional person. The fee for additional guests varies based on the property.

Property Damage: if any party member causes damage to the property, you accept responsibility for it and agree you will pay the full cost of replacement or repair. Any loss, damage or repair cost must be fully paid for as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. Should the amount paid exceed the actual cost, the difference will be reimbursed.

No Smoking Policy: most suppliers enforce a rigorous "No Smoking" policy in all of their lodging facilities. Any individual or party who disobeys this policy may be subject to a fine and/or termination by the supplier. Anybody who has smoked in the lodging could also be responsible for additional cleaning fees and for any resulting damage.

Pets: a strict "NO PETS" policy applies to all properties. No pet is ever allowed to stay in a property that you have reserved through us.

Bed Configuration: please notify us of your preferred bed arrangement at the time of booking. We will do our best to accommodate your request but particular bed configurations cannot be guaranteed.

Chalets, apartments and condominiums:

In the event that you reserve a chalet or other private vacation rental with us (i.e. not a hotel), you may be subject to additional terms that do not usually apply to other kinds of lodging. You may also be required to sign a contract directly with the accommodation owner, which will contain terms specific to that vacation rental and owner. You will have a contract with us for the arrangements booked through us, which will include your accommodation. You give us permission to speak with the lodging owner in order to facilitate our ability to promptly address and resolve any issues that may come up during your vacation. To cover the cost of any damage, breakage or loss that occurs during your stay as well as the cost of any additional services for which there is an additional charge, payment of a security deposit may be needed. If a security deposit is required, you will be informed at the time of booking. Your booking confirmation or invoice will include the deposit information if it is collected by us. We will hold any security deposit we receive on behalf of the property owner and typically request payment of this along with the remaining balance of your vacation rental. Alternatively, we will provide you the necessary payment information if the villa owner or a related supplier requires that the security deposit be paid directly to them. This will be returned to you after the end of your stay, less any deductions which may be required to cover the cost of any damage, breakage or loss which has occurred during your stay. You will be directly liable to the lodging owner for the cost of any damage, breakage, loss and services (for which an additional charge applies) if there is no security deposit paid or this is insufficient.

Vacation rentals are only rented out for vacations. Any other usage requires the owner's express written permission. The number of guests staying at the vacation rental (including kids and newborns) cannot exceed the maximum number listed in our records or stated when the reservation was made. The owner reserves the right to make changes at any time, so the furnishings, décor and other items provided may not exactly match those that are advertised. Images are meant to depict the typical, overall style and standard furnishings of the home.

7. Flights and your responsibility

If you miss your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

In accordance with EU Directive (EC) No 2111/2005 as incorporated into UK law and amended, we are required to bring to your attention the existence of a UK Air Safety List which contains details of air carriers who are subject to an operating ban in the UK. The UK Air Safety List (which is updated from time to time) can be found on <https://www.gov.uk/guidance/uk-air-safety-list>.

The carrier(s), flight timings and types of aircraft shown in our brochures or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your documentation which will be sent or emailed to you approximately two weeks before departure. You should check your timings very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched, we will contact you as soon as we can to let you know.

8. Flight delays and denied boarding regulations

Inbound and outbound flight times are provided by airlines and are subject to change for a variety of reasons. Flight timings are therefore estimates only and cannot be guaranteed. In the event of a flight delay or cancellation at your UK or overseas point of departure, the airline is responsible for providing such assistance as is legally required by the Denied Boarding Regulations (see below). Within Europe / the UK, the ferry, tunnel or rail operator is similarly responsible in relation to any delayed or cancelled sea crossing or international rail departure. Except where otherwise stated on our website, we regret that we cannot provide any assistance in such circumstances other than information and advice to the extent we are in a position to do so.

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 such refreshments, meals and accommodation as they deem appropriate. We cannot accept liability for any delay which is due to reasons outside our control/the control of the supplier concerned. This includes the behaviour of any

passenger(s) on the flight who, for example, fails to check in or board on time. In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements. However, you may be entitled to claim under the flight delay section of your travel insurance policy.

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances (including the airport of departure and/or return of the flight and whether you are flying with a UK or EU airline), the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 (as amended by The Air Passenger Rights and Air Travel Organisers' Licensing (Amendment) (EU Exit) Regulations 2019 (**UK Denied Boarding Regulations**)). You must pursue the airline for the compensation and/or other payment due to you where applicable. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements even where those arrangements have been made in conjunction with your flight. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the UK Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the UK Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the UK Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with its obligations under the UK Denied Boarding Regulations, you may complain to the Civil Aviation Authority by email to passenger.complaints@caa.co.uk or use the CAA Passenger Advice and Complaints Service at <https://www.caa.co.uk/passengers-and-public/resolving-travel-problems/> for further details.

9. Special requests, medical conditions, disabilities and mobility

At the time of booking, please let us know if you have any special requests, such as dietary restrictions or a specific room location. We will make every effort to try and arrange your reasonable special requests, however this cannot be guaranteed unless and until specifically confirmed in writing. A special request is not guaranteed to be fulfilled just because it has been mentioned on your confirmation invoice, in any other documentation or given to the supplier. Unless we specifically confirm a request in writing, our failure to comply with it won't be considered a breach of contract. We do not accept bookings that are conditional upon any special request being met.

Before you make your booking, please do let us know if you suffer from any medical condition, disability, significant reduction in mobility or significant allergy which may affect your holiday (including any which affect the booking process) or have any special requirements as a result. We will assist you in considering the suitability of the arrangements and/or making the booking. We will need to notify our suppliers to ensure that they can meet your needs. You must inform us if there is a material change in your condition, disability, mobility or allergy or if one develops after your booking has been confirmed. If we or our suppliers are unable to properly accommodate the needs of the person(s) concerned, we will unfortunately not be able to confirm your booking or if we did not know at the time and we cannot reasonably assist you, we must reserve the right to cancel your booking and apply cancellation charges.

10. Insurance

You must have or purchase adequate and appropriate travel insurance at the time of booking to cover events such as pre-departure cancellation and medical expenses (including repatriation in the event of medical need) which must be valid for the full duration of your trip in order to make your travel arrangements with us. Please notify the insurer of any pertinent information at the time of purchasing your policy, including any prior injuries or pre-existing medical conditions. If customers do not obtain sufficient or appropriate travel insurance, we shall not be liable in any manner. Please be aware that the insurance offered by banks and credit card companies frequently has limited coverage. When making a reservation, please confirm that the coverage offered by your travel insurance policy satisfies this requirement.

Before you depart, kindly provide us with each member of your group's policy details, including the policy number, the insurer's name and their 24-hour phone number.

11. Our Responsibilities

(1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury, or your contracted holiday 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, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only 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 (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (for example, loss of enjoyment or loss of possessions), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from any of the following:-

the act(s) and/or omission(s) of the person(s) affected; or

the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or

unavoidable and extraordinary circumstances as defined in clause 4 above.

(3) 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 by us in our brochure or on our website and we have not agreed to arrange them as part of our contract and any excursion or activities you purchase during your holiday. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract, and the applicable local standards of the country in which your claim occurred, will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which give rise to the claim were provided in compliance with the applicable local standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the standards of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim concerns the absence of a safety feature which might lead a reasonable holidaymaker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 11(1). We do not make any representation or commitment that all services will comply with applicable local standards and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(5) Except as set out in clause 11(6) or as otherwise permitted by English law, we do not limit the amount of damages you are entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the total holiday cost (excluding any 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 11(6). 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) Where any claim concerns or is based on any travel arrangements (including without limitation, the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies where we have arranged that travel as part of our contract, our liability (including the maximum amount of compensation we will have to pay you, the types

of claim and the circumstances in which damages / compensation will be payable) will be limited as if we were the carrier in question as referred to in this clause 11(6). The most we will have to pay you for that claim if we are found liable to you on any basis is the most the carrier concerned would have to pay you under the applicable international convention(s) or EU regulation(s). Such conventions and regulations include the Warsaw Convention as amended or unamended, the Montreal Convention for the Unification of Certain Rules for International Carriage by Air 1999 and for airlines with an operating licence granted by an EU country, the Regulation (EC) No 889/2002 on air carrier liability in the event of accidents, the Athens Convention relating to the carriage of passengers and their luggage by sea 1974 (as amended by the 2002 protocol), and Regulation (EC) No 392/2009 on the liability of carriers of passengers by sea in the event of accidents, the Convention on Limitation of Liability for Maritime Claims as amended by the 1996 protocol and the Convention of 1980 concerning International Travel by Rail (COTIF) as amended and Regulation (EC) No 1371/2007 on rail passengers' rights and obligations. You may also have rights under regulation (EU) no 1177/2010 concerning the rights of passengers when travelling by sea and inland waterway or regulation (EC) no 1371/2007 on rail passengers' rights and obligations. Where a carrier would not be obliged to make any payment to you under the applicable international convention or EU regulation (including where any claim is not notified and issued in accordance with the stipulated time limits), we, similarly, are not obliged to make a payment to you for that claim. When making any payment, we will deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and EU regulations are available from us on request. Please note that strict time limits apply for notifying loss, damage or delay of luggage to the airline or ferry / cruise operator. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable convention or EU regulation.

(7) We cannot accept any liability for any damage, loss, expense or other sum(s) of any nature or description which (a) on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (b) did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers or (c) relates to any business (including without limitation, loss of self-employed earnings).

(8) Loss of and/or damage to any luggage, personal belongings and money.

The most we will have to pay you for these types of claims, if we have any liability, is the excess on your insurance policy which applies to this kind of loss per person overall. This is because you are required to have sufficient insurance in place to cover any losses of this kind.

12. Terms and conditions of our suppliers

Many of the services which make up your vacation are provided by independent suppliers. These suppliers offer these services in accordance with their own terms, conditions and policies together with applicable international conventions and EU Regulations. In compliance with relevant international conventions or EU regulations, certain terms and conditions may restrict or exclude the supplier's liability to you. Upon request, we or the relevant supplier will provide copies of or the information required to access the pertinent sections of these terms and conditions and the relevant international agreements and EU regulations.

13. Excursions, experiences and destination information

Before you leave and/or during your vacation, we might give you information about the trips and activities that are offered in the destination. We are not involved in any such activities or outings that are not managed, overseen, approved or under our direct control. They are provided by independent third parties or local operators, who work independently of us. Even in cases where we recommend specific operators or other third parties and/or help you in any manner with the booking of such activities or excursions, they do not constitute a part of your contract with us. We cannot accept any liability for the performance of any activities or excursions or for the acts and/or omissions of any operator of any activities or excursions on any basis. However, we do not exclude liability for any personal injury or death that results from our own or our employees' negligence.

Since these services are not under our control, we cannot guarantee that any information provided in relation to these activities or excursions or about the area you are visiting in general will be correct or that any specific activity or excursion that does not form part of our contract will take place. If you feel that any of the activities or excursions referred to on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we learn of any significant changes to the area's information, as well as any outside events or excursions that might reasonably be anticipated to have an impact on your decision to book a vacation with us, we will inform you at time of booking.

14. Safety standards

Please be aware that any services that are provided as part of your vacation are subject to the laws and regulations of the nation in which they are offered, not those of the UK. These specifications and requirements will generally differ from those in the UK and may even be lower.

15. Back-country/off-piste risks, including avalanche and injury

Booking with us requires you to accept the risks associated with the type of vacations we offer. Winter sports, like skiing and snowboarding, carry a risk of injury. Making sure you are healthy and fit enough to ski before you leave and making sure you do so in a controlled manner will help to reduce the risk.

You assume all risk when skiing off-piste, in the backcountry beyond the limits of a ski area. Although resorts do their best to minimize the risk of avalanches in pisted ski areas, these natural events mean that this risk cannot be entirely avoided. If you ski off-piste, your risk of being involved in an avalanche increases significantly. Therefore, you should always carry the appropriate avalanche equipment with you and seek professional advice on the morning of the avalanche risk for the day.

Please see your doctor prior to travel if you have any pre-existing injuries or medical conditions that might limit your ability to ski safely. Please let your ski instructor or guide know about any prior injuries or pre-existing conditions that might limit your ability to ski or snowboard if you are taking part in guided activities or tuition in these sports while visiting the ski area.

16. Guest Behaviour

If, in our opinion or that of our suppliers, your behavior is causing or is likely to cause distress, damage, significant annoyance or danger to our employees or to any third party or their property, we reserve the right, at our sole discretion, to terminate your vacation arrangements. We will no longer be liable for your travel or vacation, including any subsequent flights, if someone in a position of authority at the airport or with the airline determines that you are not fit to travel for any reason and refuses to allow you to board the aircraft. We won't provide any refunds and will apply full cancellation charges in this situation. Additionally, we will not be obliged to pay any expenses you incur because of having to rearrange your travel which will be your sole responsibility.

17. Assistance whilst you are overseas

In the event you end up in difficulty (of any sort) during your holiday, we will provide you with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. Where you are in difficulty as a result of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.

18. Website and weather

We strive to provide accurate information on our website and in all of our other promotional materials. To the best of our knowledge at the time of printing or publication, it is thought to be correct. It might, however, occasionally contain mistakes or to have changed, and as a result, may have altered. Therefore, when making your reservation, make sure to double-check with us or your travel agent all the details of the vacation you have selected, including the cost.

It should be noted that the photographs on the website are intended to provide an impression of the accommodation options and services offered, and that the destination information is merely meant to be used as a general guide.

We are unable to ensure that the weather will be appropriate for outdoor sports or other activities. If the weather is unfavorable or unsuitable for the activities you have planned, we won't be held liable for any loss, delay, disappointment or expenses of any kind.

19. Complaints and claims procedure

If you have a complaint or reason for making a claim about any aspect of your contracted arrangements, you should notify the hotel or other supplier of your concerns while you're on vacation. They should attempt to address the issue right away. If they are unable to resolve it at all or within an appropriate time scale, get in touch with us during your holiday using the contact information provided and we will make every effort to assist. If an issue is not resolved to your satisfaction locally and you wish to pursue the matter, please contact us in writing with full details within 30 days of the end of your vacation.

It is unreasonable to expect us or our suppliers to take responsibility for any issues that arise after you get home, unless we or they have been given the chance to resolve them during your vacation. Subject to clause 11(5), any right to claim compensation you may otherwise have been entitled to may be affected or even lost if you don't follow this procedure.

20. Financial protection

Your Financial Protection. The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under its ATOL Franchise and The Package Travel and Linked Travel Arrangements Regulations 2018 for America2Alps ABTOT number 5603, ATOL number 12172, and in the event of their insolvency, protection is provided for the following:

1. non-flight packages;
2. flight inclusive packages that commence outside of the UK, which are sold to customers outside of the UK; and
3. flight inclusive packages, flight only and linked travel arrangements (LTAs) sold as a principal under the ABTOT ATOL Franchise.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with America2Alps.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call ABTOT's 24/7 helpline on **01702 811397** and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukssi/2018/634/contents/made>

When you buy an ATOL protected flight or flight inclusive holiday from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

The price of our ATOL-protected flight inclusive Packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

We, or the suppliers identified on your ATOL Certificate or holiday itinerary, will provide you with the services listed on the ATOL Certificate or itinerary (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder or supplier may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder or supplier will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that

alternative ATOL holder or supplier. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder or supplier, in which case you will be entitled to make a claim under ABTOT.

If we, or the suppliers identified on your ATOL certificate or holiday itinerary, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder, alternative supplier or otherwise) for reasons of insolvency, ABTOT Limited may make a payment to (or confer a benefit on) you under its scheme. You agree that in return for such a payment or benefit you assign absolutely to ABTOT Limited any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ABTOT ATOL Franchise scheme.

For further information visit the ATOL website at www.atol.org.uk or the ABTOT website <https://www.abtot.com/>

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