

HOTELPLAN LTD BOOKING CONDITIONS – 2018

When you book a holiday with us, you are entering into a contract with Hotelplan Ltd, Company No: 350786 (“we” or “us”). Our Head Office address is: Mountain House, Station Road, Godalming, Surrey, GU7 1EX. The most up-to-date version of these Booking Conditions can be found on our websites, on the Terms & Conditions pages.

Please read these Booking Conditions carefully prior to purchasing any holiday with us as, together with our Privacy Policy, our General Information pages and any other written information we brought to your attention before we confirmed your booking, they form the basis of your contract with us. These Booking Conditions govern bookings made on the internet, through our telephone reservations team or via any third party agent and you will be deemed to be bound by these conditions on confirmation of your booking through any of these channels.

From time to time, due to changes to the law for example, we may need to update our Booking Conditions. The latest version can always be found on our websites. If we make a significant change to the Booking Conditions after you’ve booked your holiday with us, we’ll let you know. If you have any questions relating to our Booking Conditions, please call our Pre-Departure Guest Services team using the details on our Contact Us pages. Lines are open Monday – Friday 09:00 – 17:30 and Saturday 09:00 to 17:30.

When you make a booking, as the first named person on that booking, you agree and accept on behalf of all persons detailed on the booking that:

- a) You have read these Booking Conditions and have the authority to and do agree to be bound by them;
- b) You consent to our use of your personal data in accordance with our Privacy Policy and are authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c) You are over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declare that you and all members of your party are of the appropriate age to purchase those services; and
- d) You accept financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

1: MAKING A BOOKING AND PAYING FOR YOUR HOLIDAY

When confirming your booking, we will take a deposit of £150 per person (£180 per person for Inghams Italy) by debit or credit card.

If we have secured additional scheduled or low-cost flights for your booking, or if you have added a specific extra to your booking (for example, glass igloos in Lapland, the Opera in Italy) we will take payment to cover any additional costs incurred at the same time as taking your deposit. Please note that these are non-refundable in the event of cancellation. It is your responsibility to ensure that you have sufficient funds to complete the transaction and you have the correct authority to act on behalf of the credit/debit card holder, where applicable.

If the arrangements you wish to book are available, we will issue a Confirmation Invoice and send this to you or your Travel Agent. A binding contract will come into existence between you and us as soon as we (or your Travel Agent, if you book via an authorised agent of ours) have received all appropriate payments at the time of booking and, in the case of telephone bookings, we have verbally confirmed the booking over the telephone. For online bookings, a binding contract will exist when we have received all appropriate payments from you at the time of booking and we have emailed the Confirmation Invoice to you. All bookings are subject to availability. If your confirmed arrangements include a flight, we (or if you booked via an authorised Travel Agent of ours, that Agent) will also issue you with an ATOL Certificate, which will be available through the 'My Booking' section of our website.

The final balance payable will be shown on your Confirmation Invoice and will become due 10 weeks before departure. If you book your holiday within 10 weeks of departure, the full balance (rather than just deposits and non-refundable elements) will be payable straight away. If you have not paid the balance by the date it becomes due and you fail to respond to requests for payment, we reserve the right to cancel your booking and you will be liable to pay cancellation charges as set out in Clause 4. Late payment will incur a late payment charge of £15 per week, per booking reference. Please note that the invoicing party will be Hotelplan CC Services GmbH, located in Dorfstraße 36, 79594 Inzlingen, Germany. There is no charge for paying by debit or credit card.

2: THE CONFIRMATION

Within 48 hours of booking with us you will receive your Confirmation Invoice by email (7 days if posted), which details the holiday that you have chosen and the person/s booked to travel. If you have not received your Confirmation Invoice within 7 days, please contact our Pre-Departure Guest Services team as above to make sure that your booking has been confirmed by us and we have your email and postal information correct. Where an email address is provided at the time of booking, all pre-departure correspondence will primarily be undertaken by email.

We are aware that misunderstandings can occur, particularly in the course of telephone conversations, and as such quotations are subject to written confirmation on your Confirmation Invoice. Please check your Confirmation Invoice and ATOL Certificate as soon as you receive them and, if anything is incorrect, call our Pre-Departure Guest Services team.

Whilst we would not anticipate any pricing errors in the Confirmation Invoice, in the event of an obviously incorrect price, we will not be bound by this and will issue a revised Confirmation Invoice showing the correct amount. In the unlikely event that we are unable to confirm your booking, the following options will be available to you:

- a) To accept an alternative holiday offered by us; or
- b) To purchase another holiday at the current brochure/website selling price from us; or
- c) To accept a full refund of all monies paid.

3: HOLIDAY PRICE, CONDITIONS AND PAYMENT

The prices and conditions published in our brochure and on our website apply to our brochure and our website accordingly, and supersede any previously published prices, discounts and conditions, and will in turn be superseded by any subsequent brochure/website edition. Prices are correct at the time of going to press, but may vary and our current selling prices will be advised at the point of enquiry on telephone bookings or online, and confirmed on our Confirmation Invoice. Prices may increase around cultural events, trade shows or special events taking place and weekend supplements may also apply. Where taxes are to be paid, these will be charged by hoteliers in resort, per person, and are payable by you directly to the hotel upon check-out unless specified otherwise. Resort taxes do not apply to catered chalet, Xtra Chalet or Chalet Hotel accommodation.

All price promises on the website and in our brochure relate to full-priced holidays only and not to any non-brochured/late availability discounted holidays. Please note that early booking offers, special discounts and child or group reductions may be changed or withdrawn at any time, and are subject to restrictions.

a) Price Amendments and Surcharges

- i) **Before you have booked:** We reserve the right to increase or decrease our prices at any time, for reasons including (but not limited to) the correction of errors in previously published prices; significant changes in currency exchange rates; fuel cost increases or other transport providers' changes to our contracted costs; UK or overseas government action on taxes, staff employment or other costs included in your holiday; other cost increases of which we were unaware at the time of publishing this brochure/website. The correct up-to-date price will be confirmed to you at the time of booking.
- ii) **After you have booked:** Once you have completed a booking and a Confirmation Invoice has been issued then, unless you amend your booking, we guarantee that absolutely no surcharges will be applied thereafter to your holiday cost.

b) What the price includes

All package holidays:

- Accommodation and meal arrangements in resort as confirmed.
- Services of our resort Reps and/or local agents as applicable.
- Any non-optional special or Gala dinners arranged by hoteliers, unless otherwise stated (usually applicable at Christmas and New Year).
- Local taxes are included in chalet, Xtra Chalet and Chalet Hotel holidays.
- VAT where applicable.
- Santa's Lapland: activities and lunch as described on the Search for Santa Day.

Air package holidays:

- £2.50 per person ATOL Protection Contribution (APC).
- Air Passenger Duty (APD) rates as applicable. Charges in Business Class and on long haul flights (e.g. to Canada) are substantially higher.
- Services of our UK and overseas airport representatives, where available.
- Return flights.
- Baggage allowances in accordance with individual airline policy. This varies from 15kg up to 20kg on charter airlines and 1 piece of up to 23kg on scheduled carriers to Europe and Canada. Allowances vary on low-cost airlines. Full details can be found on your e-tickets.

- Shared return transfers between overseas airport and your resort by coach, minibus, taxi, boat or rail (or a combination thereof). NB: single-centre Inghams Italy holidays in Venice include a one-way transfer from the airport and guests are required to make their own way back to the airport at the end of their stay.
- All known airport and security charges in the UK and overseas.
- All taxes, except some resort/city taxes which are payable locally, per person, direct to your accommodation.
- Fuel supplements.

Self-drive holidays

- Return crossings by short sea route for car and 5 passengers.

Rail package holidays

- Return 2nd class travel by Eurostar from London St. Pancras on Saturdays to Moutiers/Bourg Saint-Maurice on the day service.

Self-catering apartments

Self-catering units will not include cleaning services, towel and bed linen changes throughout your stay. Should you wish to arrange a mid-week clean, or request new towels and bedding, please speak to the accommodation provider who may assist further, but please bear in mind charges may be applied for these services. Apartment prices are based on a minimum occupancy as described in the brochure/on our website. Any local charges that may apply in some apartments are detailed on the resort pages and you should make provision for these, especially in the case of deposits which must be paid on arrival, as well as any hold of monies on your card for any incrementals incurred during your stay. Credit cards are sometimes not accepted. Check in times may vary.

c) Our package prices do not include:

- Any city or resort tourist taxes (applicable per person, per night) which are to be paid directly to the accommodation on departure. Not applicable to chalets, Xtra chalets and Chalet Hotels.
- Comprehensive travel insurance for the purpose of your trip (e.g. winter sports), which you must have.
- Supplements for piste closure insurance for mountain holidays.
- Car breakdown insurance.
- UK airport parking.
- Charge for carriage of your own skis/snowboard on flights.
- Excess luggage charges on flights. The carriage of excess luggage cannot be guaranteed.
- Any additional deposit required to secure scheduled or business class flights for your holiday, or for some pre-bookable extras (e.g. Glass Igloos in Lapland, the Opera in Italy).
- Canada: park entrance fees for all holidays to Banff and Lake Louise where guests use car hire instead of our coach transfers – approx. CAN\$125 per holiday.
- Car holiday supplements for long sea crossings or supplements if few than 5 persons travelling by car.
- Eurostar supplements for rail travel from London to France or Switzerland.
- Any on board accommodation supplements for ferry crossings.
- Any charge for use of bath/shower or other facilities or amenities in some hotels where a standard room (e.g. with wash basin only) has been booked.
- Any supplements or reductions indicated on the price panels for extra or alternative facilities, meals or occupancy.
- Any supplements for optional gala dinners arranged by the hotelier, to be paid locally.
- Santa's Lapland: evening meals are not included unless you have pre-booked the half board option or are in our Christmas Cabins.
- Drinks are not included other than as stated.

- Local expenses for some self-catering accommodation, for example linen and end-of-let cleaning charges and local taxes, unless specified.
- Child care.
- Ski packs as detailed on the relevant resort pages (unless otherwise stated in the accommodation description).
- Meals or snacks on flights, unless otherwise stated.
- Excursions as detailed on the relevant resort pages (Optional Adventures in Santa's Lapland).
- Flight supplements.
- Supplements for transfers with some flights, private transfers Swiss Rail or the Fly Rail luggage systems.
- Additional charges that hotels may make for certain facilities such as sports facilities, entry to swimming pools or spa areas, saunas, beauty and massage treatments, garage parking, cots, etc.
- Local expenses, e.g. TV hire for some self-catering accommodation.
- Excursions, events and ski packs booked in resort.
- Snowmobile or skidoo excesses levied directly by the supplier in resort (can be in excess of €800).

Due to circumstances beyond our control, airlines may cease to operate on certain routes, which may have an effect on the brochure/website price, and we reserve the right to pass on any extra costs that may become due. Increased security measures may cause airlines to introduce an additional security tax and this will be added to your holiday if and where applicable.

d) Insurance – IMPORTANT

Adequate travel insurance is a condition of booking with us. We strongly recommend that, once we have confirmed your holiday, you can arrange your travel insurance and we would urge you to consider our house provider, MPI Travel Insurance, a specialist provider. Travel insurance is essential on any holiday and it is a condition of booking that you have travel insurance offering at least the same or better cover than that offered by MPI Travel Insurance, details of which can be viewed on the Insurance pages of our websites.

The policy does not cover non-UK residents. No liability will be accepted for anyone travelling without adequate travel insurance. Insurance policies usually specify the maximum amount covered in the event of any loss or damage and most do not cover mobile telephones and may have exclusions for certain "extreme" sports. Please note that many policies offered free by banks and credit card companies do not cover winter sports in their standard cover. Should you opt for an alternative policy that does not satisfy this, we will not be held liable for any costs, expenses or damages normally covered by the MPI Travel Insurance policy which includes cancellation, curtailment and expenses resulting from a delayed journey to/from resort, mountain rescue and repatriation. We therefore suggest that you check the limits of cover of your chosen policy. Any alternative policy must not expire until after the return date to the UK and we recommend that you arrange your insurance at the same time as confirming your booking.

e) Discounted Holidays

We reserve the right to sell holidays at a discount and you may therefore share accommodation with guests who have paid a lower price. You will not be entitled to any refund or difference in cost in any circumstances in the event that a holiday that you purchase is subsequently discounted within the same season or at short notice. Late bookers paying discounted prices are likely to occupy the least attractive rooms and have little or no choice of resort or accommodation. If you are booking a "late deal", we reserve the right to make an additional charge for coach transfers and other items included in brochure-priced holidays. If this applies, you will be notified at the time of booking. Discounted holidays are sometimes available for unnamed

accommodation. Before booking such a holiday you should ensure that you would be happy to stay in any of the properties featured in our brochure or on our website.

In the event of a complaint regarding any aspect of a 'discounted holiday' (i.e. one sold with a non-brochured discount), we reserve the right to take account of this discount when assessing any compensation or goodwill payment.

f) Travel Agent bookings

If you book through a Travel Agent they will act to pass information from you to us and vice versa. They will also receive payment from you for their holiday. All monies you pay to the Travel Agent are held by them on our behalf at all times. Any advice given to you from your Travel Agent which is not based on advice given to them by us is their responsibility. In these circumstances we do not accept liability if incorrect advice is given to you by your Travel Agent. **If you wish to make a change or add anything to your booking, please contact your Travel Agent.**

Our holidays may appear on websites operated by Travel Agents or other third parties. We have absolutely no control over the contents and practices of these websites. You access and rely upon the contents of these third party websites solely at your own risk. We accept no responsibility for the contents of and practices of any third party websites, including suppliers own websites, such as hotel pages. It is important to remember hotels may feature rooms on their website that are not available through tour operators or are named differently. You should therefore not rely on any descriptions which you view which are not on our website or in our brochures.

4: ALTERATIONS OR CANCELLATION OF THE BOOKING BY YOU AND TRANSFER OF BOOKING

We will always do our best to accommodate any changes that you need to make to your confirmed holiday arrangements, so do let our Pre-Departure Guest Services Team or your Travel Agent (as applicable) know if there's anything they can help with. Where we can meet your request to make a change to your booking, we will send you a revised Confirmation Invoice to confirm this.

a) Cost of changes

- i.** Name or flight changes: No charge will be made for name changes we are notified of within 21 days of the first confirmation. Thereafter, a charge of £25 will be made for each name change. However, different conditions apply for holidays utilising non-charter flights. Re-ticketing charges by scheduled/low cost airlines in respect of name changes made within 14 days of booking will incur cancellation charges on a scale of £100 upwards. Some scheduled airlines may not permit flight or name changes and may charge fees if a change is permitted. If you seek to change all names on a booking, this will be regarded as cancellation and re-booking, and cancellation charges will apply. Please contact our Pre-Departure Guest Services Team or your Travel Agent (as applicable) for details.
- ii.** Other amendments will attract an amendment surcharge of £25 per person. Please note that all changes requested within 10 weeks of departure will attract cancellation charges (see below). The only exception is a transfer of booking in accordance with clause 4d, below.
- iii.** Should the number of persons travelling change, the price will be recalculated on the basis of the new party size. Any increase in price per person payable as a result of a part cancellation (e.g. an under-occupancy charge in any accommodation, a sole occupancy charge or a change in the level of group or child reduction) will be indicated on the revised invoice. Group discounts will not be increased as a result of additions to the group. If the group size reduces, discounts will be reduced accordingly.
- iv.** Within 7 days of departure, any cancellation of pre-booked items will incur an administration fee of £25 per person. Some suppliers may charge up to 100% of the cost of that pre-booked item. We will let you know as soon as possible of any charges to be incurred. For cancellation within 72 hours prior

to departure, we reserve the right to charge at 100% of the cost of that item in all instances.

b) Cancelling any part of your booking before departure

We really hope that you don't have reason to cancel your holiday arrangements with us but, if you do, we ask that you let us know immediately by post, email or telephone to our Pre-Departure Guest Services team. For contact details, see the Contact Us pages on our website.

Cancellation charges will be calculated as per the below from the date we receive notification from you as above. If you cancel prior to the scheduled date of departure, you will be liable to pay the cancellation charges set out in the table below. The term "total holiday cost" in the table means the total holiday cost for all persons cancelling and shown on our invoice and includes pre-booked extras.

Period before scheduled departure date when your cancellation notification is received	Cancellation charge expressed as a % of total holiday cost
70 days or more	Deposit plus any non-cancellable/changeable element
28 – 69 days	60%
22 – 27 days	80%
0 – 21 days	100%
Departure date/no show	100%

Please be aware that if one member of your party wishes to cancel, this may mean that the accommodation booked will be under-occupied and result in the other members having to pay any applicable supplements or child discount changes to retain the booking. Whilst we recognise that weather does play an important part in ski holidays, insufficient snow in resort would still mean that the above cancellation charges would be imposed. If you choose to cancel your holiday on the day of departure due to circumstances beyond our control, e.g. as a result of an extended flight delay, no compensation or refunds will be payable by us and any associated claims should be sent to your insurers.

Cancellation by you due to unavoidable & extraordinary circumstances

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In the circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will **only apply** where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

c) If you change the arrangements whilst on holiday

If you wish to make any changes whilst on holiday to the arrangements we have been contracted to provide; for example, upgrading your accommodation, changing resort, extending or reducing your holiday duration, our overseas operations team will endeavour to assist in any way they can. All requests will be subject to availability and any extra costs, including cancellation charges, must be met by you and paid locally. As this alters the basis of your booking contract, it is essential such changes are arranged through us in writing, either

with our local representative/agent, overseas operations team or, if this is not possible, our Head Office in the UK.

d) Transfer of booking

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- i. That person is introduced by you and satisfies all the conditions applicable to the holiday;
- ii. We are notified not less than 7 days before departure;
- iii. You pay any outstanding balance payment, an amendment fee of £25 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- iv. The transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 8 will apply in order to cover our estimated costs.

Otherwise, no refunds will be given for passengers not travelling or for unused services.

Important: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

5: ALTERATIONS AND CANCELLATIONS BY US

We produce our brochures and publish information to our website a considerable time in advance of the season that they promote, and so not all contracts for accommodation, flights and other travel services will have been finalised at the time of going to press. If, when these contracts are finalised, there is any change to your holiday arrangements that we think you need to know, our Pre-Departure Guest Services team will notify you as soon as is reasonably possible. Although your confirmation and subsequent invoices will show the latest expected routes and timings, these will not be confirmed until your e-tickets are sent and occasionally may change after this, due to circumstances outside of our control.

a) Alterations before your holiday

Any changes that we are required to make will typically fall into one of the following categories, with compensation for Significant Changes applicable as per the table below, subject to the "Compensation payment exceptions" listed.

Insignificant Changes - Examples of Insignificant Changes include change of airline, flight time by less than 12 hours, routings, aircraft type or overseas arrival airports, changes to ski pack, ski carriage arrangements or luggage allowance on flights (including luggage allowance changes if carrier changes), room type changes, loss of facility in room type booked, representative in resort services and any other change not specified under Significant Changes below.

Significant Changes - Examples include a change of UK airport (excluding a change of London airport or a change between Gatwick, Heathrow, Stansted and Southampton airports); resort; time of departure from the UK delayed by more than 12 hours; accommodation of a lower *official* classification; cancellation of holiday. These changes are only illustrations and there may be other significant changes.

If we alter your booking in any way which amounts to a Significant Change as defined above or if we cancel the original booking within 70 days of the scheduled departure, you will have the option of:

- i) Accepting the changed holiday arrangements offered by us; or
- ii) Accepting an offer of alternative holiday arrangements of a comparable or higher standard from us, if available, (at no extra cost); or
- iii) If available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price

difference between the original arrangements and the alternative arrangements; or
iv) Cancelling your holiday with us altogether and receiving a full refund of all monies paid and received by us.

You must advise us which option you wish to accept within 7 days of notification. If you do not contact us within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume you have chosen to accept the alternative holiday arrangements offered.

Compensation: in addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- if, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- if we cancel your booking and no alternative arrangements are available.

Period before scheduled departure within which a Significant Change or booking cancellation is notified to you or your travel agent	Compensation per paying person
More than 70 days	Nil
43 – 70 days	£15
29 – 42 days	£25
15 – 28 days	£30
0 – 14 days	£40

b) Compensation payment exceptions

We will not pay you compensation in the following circumstances:

- Where we make an insignificant change;
- Where we make a significant change or cancel your arrangements more than 70 days before departure;
- Where we make a significant change and you accept those changed arrangements or you accept an offer of alternative arrangements;
- Where we have had to cancel your arrangements as a result of your failure to make full payment on time;
- Where the change or cancellation arises out of alterations to the confirmed booking requested by you;
- Where we are forced to cancel or change your arrangements due to force majeure (see clause 6).

Compensation will not be paid to adults or children travelling on a free place and will be paid on a pro-rata basis of the adult rate where children have received a reduced rate. These compensation payments apply to adults travelling on full-price holidays only.

c) Prompt assistance

Please do let our resort team know if there is anything they can assist you with during the course of your holiday with us. They will provide you with a Welcome Pack on arrival that contains the contact telephone number for your Representative or Local Agent, as well as any applicable visiting hours.

If, whilst on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them.

Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

d) If we change your arrangements during the holiday

In the unlikely event your accommodation is not available on your arrival due to a situation outside of our control, of which we may not have been notified in time to advise you before your departure, we will endeavour to provide accommodation of equivalent standard in the same area. Where those alternative arrangements are of a lower standard, we will refund the difference in price. Please note, this will only be offered if your arrangements change for the whole duration, not just for a few nights. If during your holiday it is necessary for us to make any changes to your return transport arrangements, we will make the best suitable arrangements and advise you as soon as we are in a position to do so. If this involves a change of UK arrival point, we will make onward arrangements to transport you by coach or otherwise at our election to your original place of departure.

e) Your conduct

We reserve the right to refuse to accept a booking or to cancel, without further liability by us, an existing holiday booking of any prospective guest (and connected party members who are unable or unwilling to retain their bookings when applying any consequential price adjustments), if in our reasonably held opinion or the opinion of any person in authority:

- i) You behave either during the process of booking or subsequently or on holiday, in an excessively aggressive, antagonistic, abusive or threatening manner towards any member of our staff or the company, our suppliers or other guests; or
- ii) There has been unacceptable conduct of any kind related to any previous booking with the company; or
- iii) There is outstanding liability to Hotelplan Ltd, regardless of whether or not the company is on notice of any set-off or counterclaim.

The right of cancellation in (ii) and (iii) above shall be exercised with reasonable advance notice where practicable.

6: FORCE MAJEURE

Except where expressly stated in these Booking Conditions, we will not be liable or pay you compensation if our contractual obligations to you are affected by "unavoidable and extraordinary circumstances", meaning any event beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include: warfare and acts of terrorism (or threat thereof); civil strife; significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination or remain at the travel destination; the act of any government or other national or local authority including port or river authorities; industrial dispute; lock closure; natural or nuclear disaster; fire; chemical or biological disaster; unavoidable technical problems with transport; or similar events outside our control or that of the supplier(s) concerned.

Brexit Implications: Please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our

customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

7: YOUR FINANCIAL PROTECTION

The air holidays and flights in the brochure and on our website are ATOL protected and our ATOL number is 0025. ATOL stands for Air Travel Organiser's Licence and is a financial protection scheme backed by the UK Government for all holidaymakers booking an air-inclusive package or a flight only. By law, every UK tour operator which sells air holidays and flights is required to hold an ATOL. If a tour operator with an ATOL ceases trading, the ATOL scheme protects customers who had booked holidays with the firm. Your holiday price includes the ATOL Protection contribution (APC) we pay to the CAA. This money creates a fund that is used by the CAA to protect consumers. More details can be found at www.caa.co.uk or **contact them at: Civil Aviation Authority, CAA House, 45-59 Kingsway, London, WC2B 6TE.**

We automatically provide an ATOL Certificate where an eligible ATOL protected holiday is booked with us. In accordance with the CAA regulations this certificate will explain exactly which elements of your holiday are provided if an ATOL-protected tour operator fails. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (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 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 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. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer, where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees 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 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 ATOL scheme.

All customers travelling on a self-drive or rail package holiday with us are protected under the ABTA scheme and our ABTA number is V4871. For more information please visit www.abta.com or contact ABTA, 30 Park Street, London, SE1 9EQ. Our ABTA Bond provides financial protection, in the event of our insolvency, for the money you have paid and that has been received by us for your non-flight-inclusive holiday and for your repatriation.

8: OUR LIABILITY TO YOU

1) We accept responsibility for the package holiday arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018 as set out below. As such, we are responsible for the proper provision of all travel services included in the package, as set out in your Confirmation Invoice. Subject to these Booking Conditions, if we or our suppliers perform or arrange your

contracted holiday arrangements negligently, we will pay you reasonable compensation. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

- 2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description arising out of the package holiday services if it results from:-
- i) The act(s) and/or omission(s) of the person(s) affected;
 - ii) The act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
 - iii) Force Majeure (see clause 6).

3) In addition, we will not be responsible (i) where you do not enjoy your package holiday or suffer any problems due to something about which you did not tell us when you booked your holiday and where the problems you suffered did not result from any breach of our contract or other fault of ourselves, our suppliers or agents; (ii) where any losses, expenses, costs or other sum you have suffered relate to any business or profession.

4) Please note, we cannot accept responsibility for any services which do not form part of your package holiday contract. This includes, for example, ski packs or excursions booked after your departure, or any ski packs, excursions and other additional services and facilities which any other operator or supplier agrees to provide you which do not form part of your package holiday.

- 5) We limit the amount of compensation we may have to pay you if we are found liable under this clause:
- a) Loss of and/or damage to any luggage or personal possessions and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total (for those affected), because you are required to have adequate insurance in place to cover any losses of this kind.
 - b) Claims not falling under a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
 - c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel:
 - i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel); and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us.

In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

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

6) Our limitations of liability generally in these Booking Conditions and particularly with regard to the consequences of air schedule changes, delays and diversions, are significant factors in the pricing of our packages and take account of the availability of travel insurance that will make awards which can be used to offset and in some cases cover losses, costs and expenses in some circumstances not covered by us.

7) **Refunds:** If you have booked any special activities, excursions or other services which do not form part of your package holiday contract and these are unavailable due to circumstances beyond our control, claims should be made under your own travel insurance policy. Please note refunds will not be made for any unused portion of your package holiday travel or accommodation arrangements which is not attributable to any failure on our part or the part of our suppliers to provide these services.

Some properties include un-advertised facilities such as a TV or kitchenette in the room, which may be disconnected or otherwise out of service. No refund or compensation is payable for the non-availability or non-operation of any property facilities which are not advertised by us and do not form part of your package holiday contract.

8) **Anti-social behaviour/bullying:** We want all of our guests to enjoy their holiday with us. However, in the event that an accommodation owner or manager, employee or supplier's representative or any other person in authority consider it necessary to terminate your holiday arrangements, we will accept no responsibility or liability for making alternative arrangements for accommodation or repatriation nor for covering any costs you may incur. These decisions are of course not taken lightly and will usually be as a direct result of your anti-social behaviour or verbal or physical abuse or bullying of our staff, our suppliers or other guests, or if such behaviour is deemed likely to cause a disturbance to other guests. With that said, we accept no responsibility for any inconvenience or upset caused to you by the actions or behaviour of other guests. This also applies if, in the opinion of any of our resort staff, suppliers or carrier, you appear unfit to travel or you appear likely to cause disturbance or danger to any other passengers. Action will be taken in any such event, which may include terminating an abusive telephone call in the UK or, if the behaviour occurs overseas, calling the police and/or terminating the holiday. No compensation will be payable for the cancellation or early termination of a holiday due to such behaviour, or for cancellation or early termination of the holiday arrangements of connected party members who cannot continue their arrangements without the person affected.

9) **Resort development & noise:** If we are informed of any building works at or in close proximity to your accommodation that may in our reasonable view significantly affect the enjoyment of your holiday, we will do our best to forewarn you about it prior to your departure. Please note that such works may not be carried out by the providers of accommodation featured online or in our brochure, and may be outside of their control.

We would urge you to read the resort and accommodation descriptions carefully to identify sources of noise which might exist or might be expected to exist, i.e. roads, bars, discos, etc. However, it is impossible to predict noise created by individuals, machinery or traffic, i.e. temporary noise disturbances. Live music/noise from bars which are adjacent to or part of any properties we feature may extend their opening hours, especially on public holidays, and opening times may differ from those published.

On occasions, the sites of building works may lie dormant during winter months, with no work resuming until weather conditions improve in spring/summer, although some machinery, cranes, scaffolding, etc. may remain in situ throughout. We will not ordinarily pre-advise guests of such non-operational sites. We will not always be aware of all/any works or festivities occurring in your resort, and therefore will be unable to advise you before you travel. Equally, if a lift office, ski school or tourist board deem it necessary to amend, cancel or change

facilities or services offered, that is done entirely at their discretion, not ours. If works are due to be carried out across more than one season, we will update guests once the season has started and not before, as things may change at any time. No refund or compensation is payable for any non-operation of any property facilities that have not been advertised by us or if you choose to upgrade your accommodation in resort with the supplier.

10) **In-resort:** Any activities, excursions, Optional Adventures or ski packs that you may choose to book or pay for in addition to your package holiday whilst you are on holiday are not part of your package holiday provided by us. For any activity, excursion or ski pack not booked as part of your package holiday, your contract will be with the provider of the activity, excursion or ski pack and not with Hotelplan Ltd. We are not responsible for the provision of the activity, excursion or ski pack or for anything that happens during the course of its provision by the provider.

Please note this includes all sporting activities including hazardous activities. It is your responsibility to act with due care at all times and to be insured to the levels reasonably required for your circumstances and the activity concerned.

11) **Ski Host Service (winter ski only):** This service does not form part of your package holiday contract, nor does it constitute any part of your package holiday cost, and we reserve the right to restrict or curtail this free service at any time. The service is offered locally to our guests aged 18 and over as a free service planned to be available up to 3 days per week and includes "ski away days" (where offered). Please note that this service is absolutely not a substitute for ski-school and no tuition will be offered.

9: YOUR LIABILITY TO US

The accommodation we have booked on your behalf is available for use only by those persons included on the booking, unless otherwise agreed by us in writing prior to departure from the UK. We have a duty to ensure that guests do not suffer damage caused by preceding guests, so it is a condition of booking that whilst on holiday you are responsible for any damage caused to your accommodation, or other facilities or equipment you use, except by persons not known to you or us and unconnected with the contract between us.

We appreciate that normal usage causes wear upon furniture, fixtures and fittings and this is always taken into consideration, but actual damage caused by guests, either by accident or negligence, must be paid for. You are responsible for meeting any charges levied by either the owner, provider or Hotelplan Ltd. to rectify such situations. If the cost is not known an estimated cost must be paid, and any overpayment will be reimbursed when actual costs are known. Similarly, in the event that the estimated cost falls short of the actual cost, we reserve the right to request the balance from you and will require you to give a signed undertaking to reimburse us with the difference within 21 days of your return to the UK. If no payment is made in resort, you will be required to give a signed undertaking to reimburse us within 21 days of your return to the UK. You may be denied boarding of the homebound aircraft in the event of an unreasonable refusal either to pay in resort or give such an undertaking.

Party leaders are responsible for their groups. We reserve the right to request a damage deposit or take a credit card imprint on arrival at your chalet, Chalet Xtra or Chalet Hotel, or at the time of booking for groups.

If you are booking a chalet, Xtra Chalet or Chalet Hotel holiday with us, you acknowledge and accept that

booking a chalet, Xtra Chalet or Chalet Hotel style of holiday is not the same as booking 'a hotel'. Specifically, you accept that the staff are largely young, seasonal workers from all walks of life, and not hospitality professionals, and you undertake to travel with realistic expectations and a degree of tolerance for minor issues which might occasionally fall short of perfection.

10: COMPLAINT RESOLUTION

We want all of our guests to have an enjoyable holiday with us, however if you are dissatisfied you must bring your complaint to our attention as soon as possible to your Resort Representative/Agent and the relevant persons, for example the relevant provider (i.e. the hotel) while you are on holiday.

Your Representative's contact number and any applicable visiting hours will be provided in your Welcome Pack and/or in your accommodation. We will do everything reasonably possible to resolve your complaint during your trip. If you remain dissatisfied, please complete a Guest Service Report with your Representative. It is sometimes difficult, if not impossible, to investigate a complaint if it is not raised in resort and failure to follow this procedure may affect your rights under this contract.

We want to know if any issues remain unresolved, and would ask that you let us know within 21 days of your return. You can do this by calling, emailing or writing to our Post-Departure Guest Services team using the details on our Contact Us pages. Our opening hours are: Monday – Friday 08:30 – 17:30, and Saturday 09:00 – 17:30. Please quote your booking reference and send any supporting documentation such as receipts and photographs you would like us to consider when resolving your complaint, as this information may help with the speed of our investigation.

As members of ABTA (membership number V4871) we operate in accordance with the ABTA Code of Conduct and, if we cannot resolve your complaint, can offer you ABTA's scheme for the resolution of disputes via www.abta.com.

You can also access the European Commission Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr>. This ODR platform is a means of registering your complaint with us. It will not determine how your complaint should be resolved.

11: SPECIAL REQUESTS

We will pass on any special requests and try to meet them but cannot guarantee to do so. Your special request will be shown on your Confirmation Invoice to signify your request has been made but this is not an indication that it can or will be fulfilled. Special requests do not form part of our package holiday contractual agreement and we will have no liability if they are not met.

12: DISABILITIES AND MEDICAL PROBLEMS

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. Many of our holidays are suitable for persons of reduced mobility, but due to the nature of some of the properties that we contract, e.g. those with annexes or chalet accommodation which was not purpose-built as tourist accommodation, some properties may be

unsuitable. If you, or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to help you find the package most suitable for your needs. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

13: JURISDICTION

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

No Hotelplan Ltd UK or overseas employee in our resorts has the authority to vary these terms and conditions or the information within this brochure or on our website, or any of our company literature, either verbally or in writing, nor can they enter into verbal agreements with our guests.

14: ACCURACY OF BROCHURE/WEBSITE INFORMATION

To the best of our knowledge the information contained in this brochure and on our website is correct at the time of publication. However, we reserve the right to make changes after publication and will advise you of any changes which we consider significant at the time you book your holiday or when they are finalised. Our website will display the most up-to-date information that we have.

Facilities such as a lift, log fire, pool, sauna, steam-room, hot-tub, TV/DVD player, Wi-Fi, or other leisure facilities contracted through us as part of your package holiday arrangement may become unavailable during the season. If these are important to your package holiday enjoyment, please make this known to us at the time of booking and confirm to us in writing. If we are informed that there have been any changes to such facilities, and you have alerted us, in writing, to the fact that they are important to your booking, we shall do our best to advise you but we shall not be obliged in such circumstances either to provide the facility or to compensate for its absence.

Early and late season holidays particularly, and potentially other dates, may sometimes be affected by the closure/alteration of certain resort facilities. Examples include some ski-lifts and/or ski areas, swimming pools, saunas, ice-rinks, bus or public transport services, shops, bars and/or restaurants, activities advertised either within a particular property or the resort itself. This may be due to maintenance/refurbishment, poor weather conditions, lack of tourists/guests or the operator decides to cancel the event or programme or offer a "scaled-down" service at its discretion. As such resort facilities are not owned by Hotelplan Ltd and we have no control over their operation and in many cases are not given notice of their closure, we cannot accept any responsibility should such facilities be withdrawn, curtailed or moved (for example in the case of the location of children's ski areas) at any time and we may not also be in a position to notify you of such a change.

Hotelplan Ltd cannot accept responsibility for any losses incurred as a result of industrial action in resort e.g.

strike action by lift operators, bus drivers, ski schools etc.

15: TRAVEL ARRANGEMENTS

In order to keep you informed of flight or transfer delays, etc., we may send auto-generated text messages to your mobile which may mean that you will incur a charge from your service provider. Your mobile number will not be used for marketing purposes. When completing your Advanced Passenger Information (API), we will ask you for a mobile telephone number that we may use in the event of delays to our travel arrangements, so that we may keep you as informed as possible. If you wish to be kept up-to-date with such information, please provide us with a mobile telephone number that will be switched on at such times. If you have booked through a Travel Agent and they enter their own telephone contact details, in doing so they assume responsibility to act as a conduit of any information received via our Text Message service and pass any such information on to you.

All flight arrangements are made under our own Air Travel Organiser's Licence number 0025. When you travel by air, land or on water, the relevant carrier's Conditions of Carriage will apply to your journey, some of which may limit liability, as set out under 'Our Liability to you'. All land and air travel arrangements, airlines, aircraft types, timings, routings and arrival airports are provisional until confirmed with our e-tickets and may change after this due to circumstances beyond our control. Operational decisions may be taken by carriers and/or airports and other such authorities, resulting in delays, diversions or re-scheduling. As this is not within our control, we cannot accept liability for such situations. In a force majeure situation, such as severe weather conditions or industrial disputes, we reserve the right to substitute airlines/aircraft and make any necessary alteration to your travel arrangements, including a change of airport and method of carriage, to enable us to fulfil our package holiday promise to transport you to and from the resort or your UK departure airport.

We are also obliged to bring to your attention the existence of a "community list" of airlines that are banned from operating within the EU. To view it go to www.europa.eu and search on banned airlines.

a) Flights

Pregnant women are usually eligible to fly up to the 28th week of pregnancy on the date of return travel, but as this may vary, please check with both your doctor and the relevant airline. Children under 2 years of age on the return date of travel must sit on a parent's lap and are not entitled to a luggage allowance or catering. Civil Aviation Authority regulations dictate that a child of 2 years or older on date of return travel must have its own air seat, and will otherwise be denied boarding by the airline. Such a child must be booked and priced accordingly for the entirety of the holiday.

In the majority of cases, seat allocations are handled by the airline, not us and seats together cannot be guaranteed in all cases, particularly if you arrive later for check-in, although check-in staff and cabin crew will do their best. Clearly, when a flight is full for example, it may be physically impossible to seat every single passenger as they would wish.

Most of our flights operate on a 'Buy-on-Board' basis for snacks and drinks, but we cannot guarantee that this service will always be available or that the airline will cater for special dietary requirements.

b) Flight Changes, Delays and Diversions

If you or any member of your party misses 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.

Under EU Law, you have rights in some circumstances to refunds and/or compensation **from the airline** in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules, you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers.

Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to 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 cannot offer compensation for inconvenience or loss of holiday time caused by flight delays, flight diversions, road/weather conditions or curtailment regardless of how caused. Similarly it is not possible to obtain refunds for any unused accommodation or facilities or for losses, costs and expenses of other travel/accommodation arrangements outside of the package holiday resulting from flight changes, delays or diversions, which should be claimed on your own insurance policy.

Very rarely we may be forced by, for example, adverse weather conditions or road closures (not necessarily in your chosen resort) to make alternative arrangements and in the interests of safety for your outward and/or return journey (generally at the point of flight departure and dependent upon availability of local facilities) the cost of which, if not covered by the airline, **must be claimed on your own travel insurance**. In such circumstances we will endeavour to provide reasonable assistance with alternative arrangements, but you will not be entitled to additional compensation.

If you are using connecting or internal flights either outbound or homebound to connect with our flights and experience a delay, we ask that you telephone us to inform us of your amended travel arrangements. Relevant contact details can be found on our website in the Pre-Departure Information. Please note that we do not accept responsibility in the event of any delay to, or if you miss, connecting flights or other services that have not been booked through us. If you are booking connecting flights we would recommend that you purchase a ticket which may allow a degree of flexibility in the event of any delay or change to your advertised flight timings.

If your flight is delayed resulting in late arrival in resort (i.e. after 9pm) you will usually be offered a cold plate or a reduced menu on arrival.

On your return journey to the UK our obligation, particularly in a force majeure situation, is to provide transportation back to your original UK departure airport. To do this we reserve the right to substitute airlines/aircraft and make any necessary alteration to your travel arrangements, including a change of method of carriage. Return flights may be arranged to an alternative airport in the UK with onward surface transportation to your original airport.

Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable or extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding 3 nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors,

nor to persons needing specific medical assistance, provided we have been notified of these particular needs in advance. For the purposes of this clause, “unavoidable and extraordinary circumstances” mean warfare, acts of terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

We will not accept responsibility for alternative travel arrangements you choose to make yourself and in no circumstances will we accept responsibility for loss of earnings or professional fees.

c) Baggage and Baggage Allowance

The baggage allowance for our flights as advised with your e-tickets (normally 15-20kgs per person, excluding infants) must not be exceeded in any circumstances, or check-in staff may levy excess baggage charges or be unable to place your luggage on the flight. Baggage allowance on scheduled flights is limited to one piece of hold baggage per person (excluding infants) and weight restrictions should be checked with us at the time of booking, as they may differ from those published by the airlines themselves. If you are travelling on a low cost airline (e.g. EasyJet) we will automatically reserve the carriage of one piece of baggage for you.

All your belongings remain your responsibility at all times and Hotelplan Ltd will not be held responsible for any items being mislaid, loaded onto wrong coaches, left behind etc. It is normally your responsibility to manage your baggage at all times including its transfer on and off transfer vehicles and to and from the hotel or property you are residing in. No liability is accepted for misplacement of items, leaving items/luggage behind or mistaking someone else’s luggage for your own or another guest/person taking your luggage off any transfer, believing it to be their own or otherwise. Hotelplan Ltd accepts no responsibility for luggage lost or damaged by the airline or airport baggage handlers or coach drivers, and if this occurs, you should notify the service provider immediately of any problem that has arisen. You should contact the airline, airport or coach company directly and use your travel insurance for any resulting claim. Baggage allowance may change if your carrier changes.

16: ADDED ON EXTRAS

a) Your Contract

When making your booking of ‘extra services’ (such as excursions) we will arrange for you to enter into a contract with the supplier/principal of the extra services in question (the “Service Provider”) named on your receipt or confirmation invoice. When we on behalf of the Service Provider issue a written confirmation to you, this signifies that the Service Provider has entered into a contract with you. Please Note: we act as an agent in the sale of such extra services regardless of whether those extra services are purchased via ourselves or one of our in-resort Representatives. The information that we provide in our brochure, on our website and in resort has been provided by the Service Provider.

As an agent we accept no responsibility for the acts or omissions of the Service Provider or for the services provided by the Service Provider. The Service Provider’s terms & conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them.

If you are not entirely satisfied with the Service, you should contact your Resort Representative and the Service Provider immediately and attempt to resolve the problem on site during the holiday. This is very important, as it gives the Service Provider the opportunity to understand the nature of your concern, and respond quickly and effectively. Claims that have not been

registered with the Service Provider and with us as soon as possible during your holiday cannot be accepted. The Service Provider and our Resort Representative should be given the opportunity to rectify a situation. Please help us and the Service Provider to help you by following this procedure. If after that you still feel that the problem has not been resolved to your satisfaction, you should within 14 days of the end of the holiday put comments in writing to us. Where it is not possible to resolve the concern directly with the Service Provider, you should contact our Resort Representative for assistance.

If you fail to follow this simple complaints procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result. We will endeavour to assist in resolving any dissatisfaction but do so purely on a goodwill basis and without any responsibility for any complaints or claims.

b) Cancellation and Amendment

Should you wish to change or cancel any booking of extra services, you should send your request to us in writing, by email, phone or post. If you have booked through a Travel Agent, you will need to contact them. Your request will take effect from the day we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. For more information, see clause 4.

c) Changes or Cancellations by the Supplier/Principal

We will inform you of any changes or cancellations made by the Service Provider as soon as reasonably possible. If the Service Provider offers alternative arrangements or a refund, you will need to let us know your choice within the stipulated time frame. If you fail to do so the Service Provider is entitled to assume you wish to receive a full refund. We accept no liability for any changes or cancellations made to your arrangements by the Service Provider under your contract with them.

d) Our Responsibility for Your Booking

Your contract is with the Service Provider and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the extra services. Our responsibilities are limited to making the booking in accordance with your instructions, and taking payment on behalf of the Service Provider.

We accept no responsibility for any information about the extra services that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of the commission earned in relation to your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

(e) Ski Lessons

If you know that you will require lessons, we advise you to pre-book regardless of the date of your holiday. Our grading system (for adults and children) is to help you and our resorts ensure that the correct classes are pre-booked prior to your arrival. Please ensure that you discuss your needs with our reservations or resort teams prior to booking, to ensure that the appropriate level is booked in advance as ski schools cannot always guarantee movements between classes.

Throughout the season, and in particular during the continental school holidays (our reservations staff have the dates), the length, timing and availability of the ski school lessons can change with little warning. **Ski schools are also extremely busy and it is imperative that you book in advance to avoid disappointment.** Occasionally resorts ask that a minimum number of guests book into a lesson in order for it to go ahead. In the unlikely event your lesson is cancelled due to low numbers, alternative arrangements will be offered if possible, however you will be responsible for any additional costs incurred. Alternative arrangements might not be for the same duration as

originally booked, but will be to the same monetary value. The ski school price quoted is that of the ski school's standard group lessons.

Private lessons can be booked in advance at certain times and in certain resorts, please discuss your requirements with our reservations team.

(f) Equipment Hire

The equipment is priced according to the grade of ski you choose. If you require a ski boot larger than size 12, please advise us at the time of booking so that we can inform the resort in advance. We strongly recommend that you check that your personal insurance covers you for loss/damage to hired equipment. **The insurance offered by MPI includes this cover to the value of £500 for your own ski equipment, and £250 for hired equipment.** Ski-hire shops may offer insurance to you and we recommend that you accept this if your own travel insurance policy does not cover you.

(g) Lift Passes

A passport size photo may be required for lift passes. **Beginners do not always require a lift pass for the first days of skiing.** Some resorts work on a 'point system' for certain lifts for the first few days of skiing, this can be booked locally through your Ski Representative. Some resorts operate an electronic lift ticket system. Where this is in place our representative will offer you the option to upgrade to this type of ticket. Some resorts will only offer the electronic lift pass and may ask you to pay a deposit in resort (generally refundable at the end of your holiday).

Some resorts may offer discounted rates for Senior or disabled persons and walkers intending not to ski. If not detailed in the ski pack panel for your chosen resort, please ask at the point of booking or with our staff in resort.

At the beginning and end of season, or at any other time due to snow or other weather conditions, resorts may limit the number of lifts in operation. Hotelplan accepts no liability in such situations; you may however have the potential to claim under your travel insurance if the provider has made no refund in resort. The lift pass provider will normally only consider a refund where the lift pass has not been activated.

(h) Children's Free Lift Passes/Equipment & Family Lift Passes

Each resort has different criteria for the ages of children eligible for free or reduced prices. In many resorts, children's free passes will require the purchase of the same type and duration lift pass as purchased by the parents. In some resorts, Family Lift Passes are available but with certain stipulations relating to the composition of the family grouping. Please ask our reservations or resort staff when booking.

(i) Snow

Whilst we obviously cannot guarantee snow, all our resorts are chosen for their reliable snow records. Many of our resorts have the advantage of glaciers, which ensure snow almost all year round. Snow conditions can change dramatically overnight, and will not be accepted as a valid reason for you to cancel your holiday. If there is such poor snow that the lift company and ski-school in your booked resort decide that you are unable to ski, we will endeavour to transport you daily to another ski area.

(j) Flight Delays

If your flight is delayed and you "lose" a day's equipment or lift pass, we regret that we are not able to make any refund in respect of pre-booked equipment or lift passes. A pro-rata refund should be claimed from your travel insurance.

17: VISAS, PASSPORTS AND HEALTH including Canada

The party leader is responsible for ensuring all party members are in possession of a valid passport (a full 10 year passport in the case of British Citizens over the age of 16 on return date). British Citizen children under 16 years old and not already on a parent's passport valid for the dates of travel, must have their own passport. Your specific passport, visa and immigration requirements, including any minimum required validity period beyond holiday dates, are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Hotelplan Ltd accepts no liability if you cannot travel or re-enter the UK due to non-compliance. Your passport and any travel documentation you arrange must show the same surname and initials. If these details change between making the holiday reservation and departure from UK, you should have the travel documentation changed. If you do not have time, please carry the appropriate documentation, e.g. a marriage certificate, with you.

Full details of entry and stay requirements, visa and travel advice to your particular destination and for any travel information/restrictions, visit the foreign office website at www.gov.uk/knowbeforeyougo and the passport office website at www.passport.gov.uk. NB USA & Canada operate Advance Visa Waiver programmes for which you must have a 'chipped' passport to qualify and are required to complete registration before departure. For more information, visit: <http://www.esta.uk/uk.html>.

Health: You are advised to obtain the Department of Health leaflet 'Health Advice for Travellers' at www.dh.gov.uk. You must also take with you your European Health Insurance Card (EHIC). Apply online at <http://ehic.org.uk>. You should take your EHIC card with you on holiday. Please be advised that the EHIC is not a replacement for fully comprehensive winter sports travel insurance, which you are required to take as outlined in our booking conditions.

Please note that standards of healthcare and facilities may vary from one country to another and may not reach the same level as that enjoyed in the UK.

If you have a pre-existing medical condition, you must inform your insurer and it is your responsibility to ensure that you have sufficient medication for your trip and you know how to administer it.

Special Needs: When booking excursions or events in resort, you should ensure that the excursion or event that you have chosen is suitable and that the provider is made aware of any special requirements that you may have, in order that they may make an informed decision as to the suitability of the excursion or event for you. For more information, please see clause 12.

18: TRAVEL GUIDANCE

The Foreign & Commonwealth Travel Advice Unit may have issued guidance on your destination. You can check through the ABTA Information Department on 020 3117 0500 or at www.gov.uk/knowbeforeyougo.

19: DATA PROTECTION POLICY

Our staff, professional photographers or other guests will occasionally take photographs or videos, which may include adult or child guests from your family/group, for use in future brochures, websites or other marketing material. Please note that we accept no liability where photographs or video footage has been taken by another guest and distributed independently by them or any other third party not associated with Hotelplan

Ltd, for example on various social media.

Guest comments taken from questionnaires or other correspondence are occasionally used in the brochure and website, with the name of the family concerned, to give a 'guest's eye view' of our holidays. Unless you have advised us in writing that you do not wish your comments to be used in this way, no liability for the use of such comments will be accepted by Hotelplan Ltd.

In order to process your booking and to ensure your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as name, address, any special needs/dietary requirements etc. We will not pass any information on to any person not responsible for part of your travel arrangements and we take full responsibility for ensuring that proper security measures are in place to protect your information. We must however pass the information on to the relevant suppliers of your holiday arrangements, such as airlines, hotels, chalets, transport companies etc.

This information may also be used for future communications from us and other Hotelplan group companies, (including for example the use of names and contact details for brochure mailings and e-newsletters) and it may also be provided to security and checking companies and public authorities such as customs/immigration if required by them or as required by law. If you do not agree to any or all such uses, you must advise us accordingly in writing by registered post, however please note, that we may not be able to provide you with your holiday booking as a result. Additionally, where your holiday or travel arrangements are outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. This applies to any special categories of data that you give us such as details of any disabilities, or dietary/religious requirements. We will obtain your explicit consent, at the time of booking, to collect and process these special categories of data and to pass them on to the relevant suppliers. If we cannot pass this information to the relevant suppliers, (whether in the EEA or not), we cannot provide your booking.

We do not share any information with third parties but we would like to hold your information, where collected by us, for our own future marketing purposes (for example to inform you of promotional offers or to send you brochures from Inghams or other Hotelplan Limited products). If you do not wish to receive such approaches in the future, please inform us as soon as possible.

Please note: Telephone calls may be monitored and recorded for training purposes.
Please see our Privacy Policy for full details on how we process your personal data.

TRAVELLER INFORMATION

Regulation 5(2)(a): Information to be provided to the traveller before the package travel contract is concluded, where the use of hyperlinks is possible

Part 1: General

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, you will benefit from all EU rights applying to packages. We, Hotelplan Limited, will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, we have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that we become insolvent. More information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018 can be found below.

Part 2: Key rights under the Package Travel and Linked Travel Arrangements Regulations 2018

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency number or details of a contact point where they can get in touch with the organiser or travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Hotelplan Limited has taken out insolvency protection, for flight-inclusive holidays by virtue of its ATOL, held with the CAA, under ATOL number: 0025, and for non-flight packages, with ABTA Ltd (No. V4871). Please see clause 7 of our Booking Conditions for further information. Travellers may contact these entities if services are denied because of our insolvency.

Part 3: The Package Travel and Linked Travel Arrangements Regulations 2018 can be found here:

<https://www.legislation.gov.uk/ukxi/2018/634/contents/made>