

## BOOKING CONDITIONS

Once we have accepted your booking, a contract has been made between yourself and TM Ski and Travel Limited whose registered office is at 1, Freeman Close, Hopton-on-Sea, Great Yarmouth, Norfolk NR31 9UX.

We should like to explain what the commitments are on each side.

### 1/ YOUR CONTRACT WITH US

#### PAYMENT

The following deposits are required for each paying person in your Party, payment as stated on the deposit invoices.

	Coach
First deposit	£150
Second deposit	£150
Instructor courses and corporate	£500 deposit

The final statement of account is sent about 16 weeks before departure and payment should reach TM Ski and Travel Limited not later than 14 weeks before departure or by the date stated on your invoice

### 2/ LATE PAYMENT

If you fail to adhere to the payment schedule above this will be in breach of the contract between us, entitling us to impose a supplementary charge of £25.00 per paying person per occasion

### 3/ CANCELLATION BY YOU

Cancellation by you of one or all of the party may be made at any time and must be notified to the Company in writing. Any cancellation made by the Client will be subject to the following scale of cancellation charges.

#### (A) Before final payment is due

If any paying person cancels after booking, the deposits due on the date when notice of cancellation is received by us will be charged as the cancellation fee. If a substitute is accepted by us before the date for final payment the deposit may be transferred.

#### (B) After final payment is due

If any paying person cancels after final payment is due and no suitable substitute is immediately available, cancellation charges will be made as follows:-

Notice of cancellation received by us	Cancellation charge (% of total sum payable)
More than 121 days prior to departure	Deposits only
61 - 120 days before departure	50 %
29 - 60 days before departure	75 %
1 - 28 day(s) before departure	95 %
Day of departure	100 %

#### (c) Affecting size of party and therefore cost

If any cancellation brings the number below the minimum number required for a particular tour price (or a particular set of concessions) the tour price (and concessions) will be adjusted accordingly

### 4/ RESPONSIBILITIES OF PARTY ORGANISERS

(a) You are responsible for completion of passport formalities and any other personal arrangements which may be necessary such as visa, currency, and medical requirements.

(b) You are responsible for ensuring that the party reaches the starting point of the tour at the correct time.

(c) You are responsible for the supervision and behavior in the party and shall take reasonable steps at all times during the tour to prevent any damage or disturbance. TM Ski and Travel Limited reserve the right to refuse future bookings if these responsibilities are not adhered to.

### 5/ OUR COMMITMENTS TO YOU

#### ACCEPTANCE OF YOUR BOOKING

We will confirm the details of your booking as soon as possible after we receive your initial deposit and the booking form, duly completed and signed by yourself. A receipt from us for this deposit does not on its own constitute acceptance of the booking by us.

#### ABTOT ARBITRATION SERVICE

If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration under the ABTOT Travel Industry Arbitration Service. An Independent Arbitrator will review the documents relating to any complaint and deliver a binding decision to bring the matter to a close.

Details of this scheme are available from The Travel Industry Arbitration Service, administered by Dispute Settlement Services Ltd 9 Savill Road, Lindfield, Haywards Heath, West Sussex, RH16 2NY or from ABTOT, 117 Houndsditch London EC3A 7BT.

This scheme cannot however decide in cases where the sums claimed exceed £1,500 per person or £7,500 per booking form, or for claims which are solely or mainly in respect of physical injury or illness or the consequence thereof.

### 6/ PRICE CONDITIONS

The prices of all tours by coach are fully guaranteed and will not be subject to any surcharges. The only exception to this is the cost of any special government levy which will be passed onto you. e.g. V.A.T. All prices quoted are calculated by references to leading professionals within the Financial Markets and are speculations which are as shown below.

£1 = 1.05 Euros

Because we have to absorb the increases in costs, we cannot give any refunds in the event of favorable currency movements.

### 7/ CANCELLATION OR CHANGES MADE BY US

#### (A) For reasons beyond our control

If we have to cancel a booking or make a material alteration in any or all of the agreed arrangements because of war, political unrest, civil commotion, industrial dispute, natural disaster or any other cause beyond our control, we will do our best to offer alternative arrangements of a comparable standard, but if this is not possible or not acceptable to you, we will make a full and prompt refund of all money paid (within 14 clear days)

#### (B) For any other reason

It is most unlikely that we would cancel any tour or make a material alteration in any or all of the agreed arrangements at any time after booking except for reasons beyond our control. However, if we have to do so, we shall inform you without delay and you will have the following choice:

(a) in the case of a cancelled tour: accepting an alternative tour which will be of at least comparable standard if available OR a full and prompt refund of all money paid (within 14 clear days)

(b) in the case of a material alteration: accepting the alteration which will be of at least comparable standard, if available OR a full and prompt refund of all money paid (within 14 clear days).

If we make a material alteration in any or all of the agreed arrangements less than ten weeks before departure for any reason except those beyond our control, you will also have the right to receive reasonable compensation. We will not make any material alteration to a tour unless there is time to inform you not less than fourteen days before the scheduled date of departure. We will not cancel any tour less than ten weeks before departure for any reason except those beyond our control.

### 8/ COMPLAINTS

Of course we hope that you and your party will enjoy a trouble-free and successful tour. If you do have any complaint, please inform us as soon as possible. Notice in writing of any claim or dispute arising out of this contract must be received by us within forty-two days of the date of which the tour ended.

### 9/ FINANCIAL PROTECTION

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under the Package Travel and Linked Travel Arrangement Regulations 2018 for TM Ski & Travel Ltd, and in the event of their insolvency protection is provided for the following:

1. Non-flight packages and
2. Flight inclusive packages that commence outside of the EU, which are sold to customers outside of the EU

ABTOT cover provides a refund in the event you have not yet travelled or repatriation if you are abroad. Please note that bookings made outside the EU are only protected by ABTOT when purchased directly with TM Ski & Travel Ltd. In the unlikely event that you require assistance whilst abroad due to financial failure please call our 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/ukdsi/2018/9780111168479/contents>