

Booking Conditions

Revised 26/09/2022

"We/us" Means "Snow Broker Limited".

"The Event" Means any holiday, accommodation, activity or function organised or advertised by us.

"You" Means the person who has signed the booking form and all the people on whose behalf you have signed.

"Supplier" Means the company or person that is holding or providing the event or any part of it.

"Price" Means the total cost of the event.

1. Terms and Conditions

These terms and conditions govern the contract between you and us to the exclusion of all other terms and conditions save for those implied by law, and no variation to these terms and conditions shall be valid unless in writing and signed by you and the company director.

2. Formation of Contract

No contract shall arise between you and us until we have received the deposit payable and we have sent to you written confirmation (this can be in the form of an email) of our acceptance of your booking.

3. Lead Name

The lead name on any booking with us accepts the full responsibility of collecting the full balance payable for the booking and indemnifies "Snow Broker" against any loss from any individual failing to pay within your group. The lead name of the group is also responsible for ensuring that all group members are aware that they are bound by our terms and conditions. The lead name is also responsible for the completion of guest lists and supplying of any additional information required on behalf of all persons on the booking. It is understood that those booking via email or telephone agree to and accept our terms and conditions.

4. Payment & Deposits

Deposits are payable at the time of booking and the balance of payments are split into the following phases:

- An agreed non-refundable non-transferable deposit is payable at the time of booking.
- The final balance is to be paid no less than 84 Days (twelve weeks) before the date upon which your event is due to start. Failure to pay by this date will result in a £10.00 per person late payment charge.

If you do not make your deposit payments by the due dates given then you shall be deemed to have cancelled the event.

Deposits are used by us to enter into the contractual arrangements on your behalf and are non-refundable.

Payments must be made by online bank transfer to the account details provided by us, where upon receipt we will endeavour to place the booking for you at the same price, although this cannot be guaranteed. We will however notify you should there be an increase in price.

5. Financial Protection

Snow Broker is a company committed to customer satisfaction and consumer financial protection. We are

therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations" all passengers booking with Snow Broker are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation. Your money is fully protected and is held within an independent Trust Account, managed by Protected Trust Services Ltd of 307-315 Holdenhurst Rd, Boscombe, Bournemouth BH8 8BX and its Trustees, chartered accountants - Elman Wall Ltd of 8th Floor, Becket House, 36 Old Jewry, London EC2R 8DD.

6. Cancellation by Us

We may cancel the event or any part of it:

for safety reasons if we or our supplier(s) regard adverse weather conditions or other safety concerns as unacceptable and which cannot reasonably be overcome; If we reasonably believe that you may cause harm or damage to our reputation or to the reputation of our suppliers or to property belonging to our suppliers; If a supplier or suppliers are unable to host the event for any reason; If changes you wish to make to the booking mean it is uneconomical or impractical to hold the event. If we cancel the whole of the event we shall use our best endeavours to rearrange the event on a mutually convenient date, or provide a refund to you of the cost to us of the event. Save as above we shall be under no further liability to you for cancellation of the event or any part of it.

7. Cancellation by You

All cancellations must be made in writing (email is acceptable) from the lead name on the booking. We will incur costs in cancelling confirmed bookings, particularly if cancellations occur close to the departure date, and you will be charged a cancellation fee. Initial deposits are non-refundable in all circumstances.

The cancellation fee is calculated according to the date on which we receive written notice of your wish to cancel and the costs that we will incur. Our minimum cancellation charges are as follows:

- Prior to the balance due date: 35% or total amount already paid
- More than 6 weeks before travel: 50%
- Less than 6 weeks before travel: 100%

If you cancel on or after the Balance Due Date we reserve the right to charge you a cancellation fee which is up to an amount equal to the full price of your holiday, depending on the cancellation costs we incur. If you have already paid your balance at the time of cancellation, we will be entitled to retain the cancellation amount from the balance paid and will refund to you the difference (if any). Please contact us to confirm exact cancellation costs.

8. Failure to Provide an Event

If, due to reasons beyond our control, an event is unable to take place due to (but without limitation); closure of premises, the ceasing of trading, a change in supplier management, weather restrictions, we will provide you and your group with an alternative event and if this does not prove possible, a refund to you of the cost to us of the event.

9. Accommodation

If your booking includes accommodation, the named accommodation will remain confidential to *Snow Broker* and only be disclosed to you upon receipt of the completed deposit and written confirmation from the supplier.

10. Meals

Meals are not included with accommodation bookings unless otherwise specifically stated. The type of breakfast you will receive will be confirmed upon arrival at your accommodation (this may be hot or cold regardless of your quotation). Restaurant meals may require a pre-order to be completed by the lead name of the group. This should be completed and returned to us, or the venue as required. If a pre-order has not been completed, we accept no liability for meals not provided or delays in providing the meals for you. You will not automatically be sent any menus and menus may be of limited choice from a set-menu for groups. We will endeavour to meet any specialist dietary requests for any member of your group but cannot guarantee these requests. We accept no liability if our suppliers are unable to meet these requests in advance, or once at the venue. If your group arrives late then we accept no liability.

11. Amendments and Surcharges Applied by Us

If due to circumstances beyond our control it becomes necessary to substitute an alternative supplier or make any other alterations to the event (including accommodation) we shall inform you of the changes as soon as possible. You must pay any additional cost due to such changes. If the changes are, in the view of *Snow Broker*, so substantial as to materially alter the event and you are unwilling to accept them then you may cancel the event and we will give a refund of the cost of the event to us. Surcharges may be applicable where an event requires a minimum number of participants to proceed, and the group does not meet this minimum number. This could lead to the cancellation of the event for which we are not held responsible, and alternatives may be offered of an equal or greater value. If this value is greater, then you must pay us the difference in price. If the final number of a group is an odd number, then a single supplement surcharge will apply if the booking or an event (including accommodation) is number dependent.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements resulting from exchange rate changes. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should the price of your holiday go down due to exchange rate changes, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes may have no impact on the price.

12. Amendments by You

We shall try to accommodate any reasonable changes you wish to make to the event. Alterations and amendment requests should be made to us and not end suppliers and should be made in writing by the lead name. These changes shall not be deemed accepted until we have confirmed in writing to you. All changes such as (but not limited to) arrival / departure dates, group numbers and destination changes may be subject to administration charges depending on the costs we incur in making the amendments. You should be aware that these costs will likely increase the closer to the departure date that changes are made and you should therefore contact us as soon as possible. We cannot guarantee that the change to the holiday price will be pro-rata, as this will depend upon the arrangements that we are able to make with our suppliers. Subject to our written agreement you may transfer your booking to a person who satisfies all the conditions applicable to the event.

13. Your Obligations

You shall behave in a safe, responsible and courteous manner at all times; comply with all instructions; regulations and codes of practice issued by us or our suppliers; ensure that you comply with all age restrictions imposed by our suppliers; ensure that you comply with all arrival times, and dress appropriately for the event. If you breach these obligations, we may cancel or curtail the event or any part of it and in those circumstances, you shall not be entitled to any refund.

14. Our Obligations

We shall take reasonable care and skill in arranging the event and comply with all applicable laws in relation to the event; wherever possible, reschedule the event instead of cancelling or offer a refund to you of the cost to us of the event. All of the photographs and illustrations we use on our website and in literature (including quotations) we send you are for marketing purposes and may not entirely represent the actual products received.

15. Travel Insurance

You must take out insurance suitable for your needs (including delays for events involving travel by land, sea, or air) before the event. Winter sports coverage is not included as standard with most insurance policies, and you must ensure that this cover is in place. You should also pay particular attention to conditions relating specifically to COVID-19 and ensure that your insurance will cover you for losses relating to any member of the party being unable to travel due to Covid-19 illness / self-isolation, or in fact requiring medical attention and/or additional accommodation whilst on holiday as a result of a positive Covid-19 diagnosis. We do not check insurance policies or accept any liability for any loss that you suffer as a result of your failure to take out an adequate insurance policy.

16. Customer Feedback

If you have a problem whilst on your booking then you must contact the appropriate person(s) at the earliest opportunity, for example accommodation / restaurant manager. Unless there is a valid reason why you did not report your problem to the appropriate person(s), we will not consider ourselves liable for those complaints. If they are unable to resolve matters to your satisfaction, then you must write to us within 7 days of the conclusion of the event. No complaint will be accepted outside of this time frame thus deeming you fully satisfied with all aspects of the event and the services we have provided to you. We will acknowledge any correspondence within 5 working days and endeavour to deal with the complaint as quickly as possible.

17. Contracts (Rights of Third Parties) Act 1999

No part of this agreement shall confer on any third party any benefit or right to enforce any terms of this agreement.

18. Jurisdiction

This agreement shall be construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to deal with any disputes arising between you and us or our suppliers.

19. Changes to these Terms and Conditions

We may need to make changes to these terms and conditions. Any changes can only be made by us and not any third-party member. We reserve the right to amend or improve these terms and conditions without prior



notification. When it is necessary for changes to be made, we will forward you a copy of these changes and all reservations will abide by the amended terms, with the exception of reservations already made.