

BOOKING CONDITIONS

YOUR CONTRACT IS WITH HALSBURY TRAVEL LIMITED (Registered No. 2002208 England).

We also trade as Halsbury Travel, Halsbury Ski, Halsbury Sport, Halsbury Music and Tours 4 Sport.

When you, the Party Leader, make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so. When you contact us to make a booking, we act as agent for the relevant carrier which will be disclosed on your documentation. We reserve the right to substitute the carrier if necessary. When we have confirmed your booking, a contract exists under which we accept responsibility for the provision of all services described in our invoice.

YOUR CONTRACT WITH US:

1. PAYMENT TERMS

- Non refundable deposits as detailed in our quotation are required to confirm reservations. (There may be one or multiple sets of deposits depending on the length of the tour.)
- Balance of payments are required 10 weeks before departure, or, in case of booking made after this time, immediately upon receipt of our acceptance.

2. CHANGES REQUESTED BY YOU

We will be as flexible as possible with regards to changes. Should you wish to make any changes to your confirmed booking please notify us as soon as possible in writing and we will do our utmost to meet your requests but it may not always be possible. You will be asked to pay an administration charge and any further costs we incur in making the alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. If you want to make any alteration to the details of your booking which we have confirmed that would involve a major alteration in change of departure date, transport arrangements, flight or accommodation, we might be liable for cancellation charges on your behalf, and therefore under such circumstances we must reserve the right to treat the original booking as cancelled by you and make cancellation charges as shown below in section 4.

3. CANCELLATION BY YOU

If the whole tour is cancelled by you, we will normally retain all deposits and we reserve the right to make cancellation charges as shown below in section 4, dependent upon the date that written notification of cancellation is received by us.

4. CANCELLATION TERMS

Verbal notification of cancellations must be confirmed in writing to us within 48 hours. Payment made by a cancelled passenger for a Coach Tour may usually be transferred to a replacement passenger at no charge. To avoid the need for cancellations as far as possible substitutions may be made at any time up to and including the day of departure provided this does not materially effect rooming or travel requirements. Payment made by a cancelled passenger for an Air Tour may sometimes be transferred to a replacement passenger depending on length of notice. You will be asked to pay an administration charge of £25 and any further costs we incur in making the alteration.

Most airlines make substantial charges for name changes.

If any cancellation brings the number of paying passengers below the minimum number required for a given price or set of concessions for accompanying adults, the tour price and concessions will be adjusted accordingly and a supplementary payment may be required. After written notice of cancellation, received by us, the following scale of charges will apply per cancelled place:

After payment of first deposit and up until 6 weeks after date of booking: Loss of first deposit.

Between 6 weeks after booking and up until 10 weeks before departure: Loss of 50% of invoiced price.

Between 2 & 10 weeks before departure: Loss of 75% of invoiced price. Within 2 weeks of departure: Loss of 100% of invoiced price.

Please note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurer.

5. HOLDING DEPOSITS

We may on occasion accept a token holding deposit to secure a particular element of your tour. Where a holding deposit is paid to us, the party leader accepts the following: Holding deposits are used to secure your tour option/accommodation and are subject to availability and cost. Whilst, we will endeavour not to change prices, supplier costs may change between provisional (holding deposit) and your confirmed booking (first main deposit) and within this period, we reserve the right to change the price by any amount at any time. If you do not want to accept the change, you can cancel subject to the terms and conditions. Holding deposits are non-refundable.

6. RESPONSIBILITIES OF PARTY LEADERS

The Party Leader is responsible for completion of passport formalities and any other personal arrangements which may be necessary such as visa, currency and medical requirements and for ensuring that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in the obtaining of such documentation must be paid by you.

The Party Leader is responsible for ensuring that the party reaches the starting point of the tour at the correct time. The Party Leader is responsible for the supervision of the party and shall take reasonable steps at all times during the tour to prevent damage or disturbance. Full payment for any such damage or loss caused by the party must be paid directly at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with your own and the other party's full legal costs) as a result of your actions.

In the event of any party member behaving in such a way as is likely (in our reasonable opinion or the reasonable opinion of any person in authority) to cause offence, damage, or distress to others, we reserve the right to terminate that person's tour arrangements and we will not be liable to complete their tour arrangements and will not be liable for any refund, compensation, or any other costs you have to pay. You must further ensure that you and your party observe all local laws and regulations which apply to you and your party including the consumption of alcohol. Subject to local laws and regulations you must ensure that no member of your

party who is under 18 years consumes alcohol unless you have the written agreement of their parent or guardian that they may do so. Alcohol must not, however, be drunk to excess. You must ensure that no member of your party smokes in bedrooms or any other area where smoking is not permitted. We cannot accept liability for the behaviour of others in your accommodation or if facilities are removed.

7. BONDING AND FINANCIAL PROTECTION

Tours taken by air are ATOL protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 5079. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk. Your non-ATOL financial protection is administered by ABTA.

OUR COMMITMENT TO YOU:

8. ACCEPTANCE FOR BOOKING

We confirm the details of your booking as soon as possible after we receive your initial deposit and booking form duly completed and signed by you.

9. PRICE CONDITIONS

The prices of all tours may be subject to surcharges for increases in transportation costs such as fuel, scheduled airfares and other airline surcharges which are part of the contract between transport organisers (e.g. airlines, coach companies, ferry companies, Eurotunnel etc) and the tour operator or organiser, government action such as increases in VAT or any other Government imposed increases and currency changes in relation to an adverse currency exchange rate variation.

Even in this case, we will absorb an amount equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged, where you have to pay a surcharge there will be an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay more than 10% of the price of your travel arrangements, you may cancel your travel arrangements and receive a full refund of all monies paid, except for any premium paid to us for holiday insurance and any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the date of the written notification of the price increase. Any surcharge must be paid within 14 days of issue of the surcharge invoice or by the balance payment due date, whichever is the later.

Should the cost of your holiday go down by more than 2% due to changes in any of the elements mentioned above, then any refund due will be made. Please note that some elements of your package may be contracted in sterling rather than local currency and some apparent changes will have no impact on the cost of your travel or other elements.

10. CANCELLATION OR CHANGES MADE BY US

It is unlikely that we will have to make any changes to your travel arrangements except for reasons beyond our control. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 10 weeks before your departure date, except for reasons of Force Majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us; if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause.

Please note that carriers such as Airlines used in the brochure may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.

If we make a major change to your tour, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked tour and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of Force Majeure we will pay compensation as detailed below: Very rarely, we may be forced by Force Majeure to change or terminate your holiday after departure but before the scheduled end of your time away. If this extremely unlikely situation does occur, we regret we will be unable to make any refunds (unless we obtain refunds from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

Force Majeure: This means we will not pay compensation if we have to cancel or change your travel arrangements in any way because of events beyond our control. Events beyond our control include: war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, technical problems with transport, closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar events.

11. LIABILITY

We accept responsibility for the quality of the services which we provide. We also accept responsibility for any loss or damage which you or any member of the party may suffer as a result of the acts or omissions of our employees, agents, sub-contractors or suppliers. If you or any member of the party suffers death, injury or illness as a result of the negligence of our employees, agents, sub-contractors, or suppliers, we will accept responsibility provided they were acting within the scope or in the course of their employment at the time of the occurrence, and pay such damages as might have been awarded in such circumstances under English Law (or the Law of Scotland or Northern Ireland if you have so chosen) subject to the following:

- We cannot accept liability in the event of:
 - you or any member of your party being at fault
 - the failure being the fault of a third party not connected with providing the services which make up the holiday confirmed to you
 - any unusual or unexpected circumstances beyond our control which we could not have avoided even with all due care.

d) any event which we or the supplier of any service could not reasonably avoid or prevent. Additionally we cannot accept liability for any business losses.

(ii) The amount of compensation to which you are entitled will be limited in accordance with and/or in an identical manner to

a) The contractual terms of the companies that provides the transportation for your travel arrangements. These terms are incorporated into this contract; and period before departure within which a major change is notified:

Compensation per full fare paying passenger

More than 10 weeks NIL

5 – 10 weeks £4

3 – 4 weeks £6

2 weeks or less £8

b. Any relevant international convention, for example the Montreal

Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices.

(iii) Under EU law you have rights in some circumstances to refunds and/or compensation from your 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. However reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 6. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk

(iv) It is a condition of this acceptance of liability that you notify us of any claim strictly in accordance with Condition 11 "Complaints". Where any payment is made to you or any member of your party, that person (and their parent or guardian if applicable) will assign to us or our insurers any rights they may have to pursue any third party. In addition you must give us and our insurers your full co-operation.

(v) If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs, benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or any member of your party to £5,000.

12. COMPLAINTS

Halsbury Travel Ltd is an independent Tour Operator. We do our best to act at all times in the best interest of our customers and jealously guard our good reputation. We expect that you and your party will enjoy a trouble-free and successful tour. However if you have any complaint you must inform us and the supplier of the service in question immediately so that the problem can be quickly resolved in the location that it arises. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were at the tour location and this may affect your rights under this contract. Notice in writing of any claim or dispute arising out of this contract must be received by us within 28 days of the date on which the tour ended.

13. DISPUTES

Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration, if the customer so wishes, under a special Scheme arranged by the Association of British Travel Agents, and administered independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com).

The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement.

For injury and illness claims, you may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires your tour operator to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details are available on request, or from www.abta.com.

14. BROCHURE INFORMATION

a) Our brochure information has been compiled with great care. If any significant changes occur subsequent to printing we will advise you of them. We cannot accept responsibility for the effects of weather conditions (roads, access, avalanches or land falls, pistes, ice rinks), maintenance to ski lifts and other installations, festivals, holidays, traffic conditions etc. The operation of ski lifts and ice rinks and the like is often restricted particularly in low season periods and no refunds in this respect can be made. If building work takes place which may have a detrimental effect on your trip we will advise you as soon as we are made aware of it.

b) All arrangements in our brochure are offered on the basis that quoted minimum numbers are met.

If we agree to accept a party which does not meet standard minimum numbers for travel by air or coach offers in the brochure and quotation may be varied. This may in particular affect hotel occupancy, room allocations and ski instruction rates.

15. SAFETY & SECURITY

The provider of every service included in this brochure (hotels, coach companies, insurers, ferry and rail operators, aircraft and airport operators, ski schools, ski suppliers, lift companies) is licensed by the competent authorities of the country or province concerned. In respect of hotels, this covers fire regulations, hygiene and safety. Please note that we are unable to impose UK standards on suppliers any more than other European countries can impose their standards on the UK.

16. HEALTH REQUIREMENTS

- a) There are currently no special requirements for France, Austria, Switzerland, Italy, Spain, Andorra, USA or Canada nor the countries you travel through. This is, however, a matter for the party leader to check on before departure.
- b) For trips to Europe, hospital treatment is currently provided free of charge at public hospitals as part of the EU reciprocal arrangements. Bills for chemists and ambulances must be paid locally and reclaimed under the terms of your insurance on your return. The insurance company we have chosen to use does undertake to pay or guarantee the payment of doctors' bills (and hospital bills if travelling to the US) and in virtually all cases this is what happens. However, doctors are free agents and cannot be compelled to accept our guarantee; in such (rare) circumstances you will be required to pay on the spot and reclaim expenses from the insurance company upon your return to the UK.
- c) Each person must be in possession of the European Health Insurance Card (EHIC) which must be produced at the doctor's surgery or the hospital in case of treatment.

17. CONSENT TO EMERGENCY MEDICAL TREATMENT FORMS

It is a requirement that all medical centres in North America obtain written consent from a parent or guardian prior to treating a minor. Therefore many resorts require our groups to bring their own "lono parentis" forms with them, completed and signed by each parent on behalf of their child. Please enquire, either with ourselves, or your LEA for details. Certain resorts produce their own forms and if this is the case we will supply you with these 4 - 6 weeks prior to departure along with your ski hire declaration forms.

18. ACCOMMODATION & MEALS

- a) All resorts and accommodation have been inspected by the company's staff. The Austrian and Swiss star-grading system is voluntary so not all establishments have an official rating. In such cases we have given a Halsbury Travel Ski star rating as an indication. The word "hotel", as used in our brochure and website, is a generic term which embraces all types of accommodation. The descriptions "Gasthaus, Gästehaus, Gasthof, Hotel, Pension, Alberg" and the like have no significance in terms of hotel category. For example, there is no difference in category between a 2 star Gasthaus or Gästehaus, a 2 star Gasthof or a 2 star Hotel or Pension. Please always refer to the actual, detailed description on each resort page. If a hotel specialises in accommodating youth groups, this will be indicated.
- b) Many hotels make a charge for the use of advertised facilities e.g. sauna, solarium, swimming pool, hot whirlpool, bowling etc. All hotels reserve the right to remove television sets and telephones from children's rooms.
- c) Towels are not always provided and soap rarely is.
- d) Single rooms are not normally available. Free places are granted based on the use of twin, double or multi-bedded rooms. If a single room is required, or necessary, for whatever reason an additional charge of £120 will be made including in respect of persons travelling on free places. Twin or double rooms are available for accompanying staff but are subject to restriction and special confirmation for adults exceeding the free place ratio. Prices and free place ratios are calculated on male and female staff sharing rooms. We can not guarantee that couples/families will be accommodated together and where availability allows this, any subsequent increase in the number of rooms required will be invoiced for.
- e) Students are accommodated in multi-bedded rooms and prices are based on full occupancy of these rooms. The company reserves the right to charge a supplement for under occupancy if the number of students or their gender results in students being accommodated in single/twin rooms. Irrespective of the usual number of children per room as indicated in each description, pupils may be accommodated in larger rooms. In some cases private facilities may be adjacent to the room as opposed to en suite. Certain hotels provide apartment-style accommodation with 2, 3 or 4 separate rooms per apartment sharing private facilities. Bunk beds, divans, couch beds and pull-down beds may be used. An Austrian or Swiss twin usually comprises two separate mattresses, duvets and bed linen on a king-sized frame.
- f) Rooms must be vacated after breakfast on your last day. If, however, a hotel is, at its discretion, able to provide rooms until departure, it will do so. If rooms cannot be retained until departure we will arrange for showering/changing facilities, at our discretion, using bedrooms or the sauna area or corridor showers etc. as may be available.
- g) We may be able to provide rooming lists where available but this cannot be guaranteed and we do not undertake to accommodate boys and girls on separate floors of the hotel.

19. ITINERARIES & COACHES

- a) We will advise you of approximate departure and channel crossing times but will not be in a position finally to confirm these until we have received this information from the channel operator concerned. We will however provide this information no later than when final travelling instructions are sent out, approximately 7 days before departure.
- b) It should be remembered that on peak dates there is huge pressure on limited cross-channel capacity. While we attempt to meet each party's preferences in terms of ferry or shuttle and timings, such arrangements must, for operational reasons, be entirely at our discretion.
- c) You have unrestricted use of your coach during your ski trip for travelling to the slopes or for entertainment purposes during the day or evening, subject only to EU drivers' regulations.
- d) Whilst, once a minimum of 40 persons have been paid for, a party normally enjoys exclusive use of a coach, any unoccupied seats remain at the disposal of the company to use for clients or staff. Such a requirement (which applies equally when a small numbers supplement has been paid) is extremely unusual but we reserve this right in case of necessity.
- e) In the case of a breakdown, the company undertakes to provide alternative transport at its expense to and from the resort and, as necessary, for skiing. It should be noted, however, that the company will not accept any responsibility for delayed arrival or missed skiing but will reimburse any reasonable expenses which would not otherwise have occurred. Travel to ski resorts in winter inevitably involves the possibility of poor weather, including freezing conditions, heavy traffic, delays and breakdowns. The company undertakes to do its best to look after you in the event of breakdown but it must be appreciated that replacement vehicles can be difficult to obtain at short notice wherever a breakdown happens to occur.
- f) In circumstances where a local bus is provided free of charge by us on the last ski day to return a party from the slopes to their hotel, the time and pick-up point of that transfer is entirely at the discretion of the company. If you prefer other arrangements to those the company can provide free, these may be reserved locally at a supplement of £165 per coach per transfer.
- g) The departure time from the resort on the last day after skiing is calculated to comply with legal requirements (EU drivers' hours and rest

regulations); it may not be changed to an earlier time without the specific agreement of the company.

h) Luggage space on all coaches is limited; this is of particular significance when your coach has a (fairly) full complement. We recommend using flat pack luggage rather than hard shell suitcases to help maximise storage. Each passenger may place one medium-sized case or hold-all weighing not more than 15 kilos in the hold and take one small piece to be placed under the seat or on the overhead rack. If you have any additional luggage requirements please contact the coach company directly for their advice. We will not accept any responsibility for transporting luggage which cannot be accommodated in the coach hold.

20. SNOW CONDITIONS

The company cannot accept responsibility for snow and weather conditions which may affect skiing or ice skating etc. If you are covered by our insurance you may be covered by special piste closure insurance. The decision of your ski school on the suitability of snow conditions is final.

21. RELEASE OF LIABILITY FORMS

It is also a requirement of certain resorts that a "release of liability form" is completed by each student and signed by the parent or legal guardian in order for them to participate in the ski school; this is standard practice. Please enquire of our office team for details.

22. SKI PASSES

Virtually all lift companies require a list of pupils with their dates of birth in addition to a statement from the Head (including a school stamp) confirming that the group is a school party. The party leader undertakes to provide this documentation as prices are based on its availability. Certain lift companies require photographs for adults only or for all party members. Please consult the website for up-to-date information. It is the responsibility of the party leader to provide these photographs on arrival in resort.

23. SKI INSTRUCTION

- a) Groups booking 6 x 2 hour lessons must expect to have lessons split equally in the morning and the afternoon. Additionally, instructors cannot accompany parties to other non-connected ski areas that may be included in the lift pass, as they would then be unable to instruct subsequent groups in the main ski area.
- b) Snowboarding groups are accepted subject to the conditions indicated in section 23 below. Please carefully consider whether you need to book extra instructors to cope with the numbers and composition of your group.
- c) Lessons are provided at group prices based on one instructor to twelve pupils. Persons travelling on free or concessionary places or extra paying adults do not count in determining the ratio of 1:12 instructors to pupils. You may, at your own discretion, vary the size of groups to take into account uneven group sizes caused by varying ski standards. Groups which do not meet minimum number obligations may on occasion slightly exceed the 1:12 ratio or drop below this slightly (see section 8) but this is entirely at the company's discretion and we reserve the right to invoice you for any additional instructors required. Extra instructors are also available at an extra charge (speak to office for cost) should you wish to voluntarily decrease the ratio of instructor to students.
- d) In Italy a 2 hour lesson is by law 1 hour 50 minutes in order to allow instructors time to move from one group to another. Lessons are usually arranged on 4 x 2 hour rotations between 0900 and 1700hrs. In cases where this rotation applies the lunch break will be of 2 hours duration.
- e) In order to comply with UK Health and Safety recommendations it is a condition of the company accepting a booking that the party leader agrees that students will ski or snowboard only on marked and patrolled slopes and be supervised at all times while skiing either by the party's teachers who are competent skiers or by ski school instructors provided by a ski school contracted by the company.

24. SNOWBOARDERS

A supplement is payable as indicated by your quotation to cover the increased costs of hiring snowboards instead of skis as well as covering the cost of hiring specialised snowboard instructors as there are far fewer of these in comparison to ski instructors. Our standard snowboard supplement covers the extra cost of hiring snowboard equipment and the extra cost of a snowboard (as opposed to a ski) instructor but it does not cover the provision of any extra instructors. As Snowboarders require a 1:8 instruction ratio and as mixed ski and snowboard groups of varying ski and snowboard abilities can cause serious grouping difficulties, you will require an extra instructor at a fixed rate provided by your Halsbury contact which will automatically be added to your invoice. You may, in certain circumstances, even require two extra instructors.

25. SKI EQUIPMENT

- a) The party leader accepts the obligation of ensuring the party attends the ski shop for ski fitting should this be the arrangement in that resort. In addition, on the last day, the party leader agrees to return and check in all ski equipment with the supplier in the hotel or at the ski shop, whichever arrangement applies.
- b) The largest ski boot we are able to supply is 16 (normal shoe size 15). If any members of your party require boot sizes 15 or 16 (normal shoe sizes 14 or 15) we must be notified separately in writing no later than 3 months prior to departure.
- c) In order to hire snow sport equipment in North America, everyone will need to complete and sign a ski or snowboard hire declaration form; this is standard practice. We will endeavour where possible to supply you with these forms prior to travel.

26. SMALL PARTIES

- Parties of less than 36 paying passengers are considered as a small party and are subject to the following conditions:
- a) The price quoted will include everything stated in the "What's included" section of your quotation. Please make a note of section 14c as your group will still need to consider that ski instruction is based on multiples of 12 and variations from this will incur a supplement.
- b) Small parties must, in return for the savings they make, fully accept any limitations to services which may result from being a small party. This includes but is not limited to flexibility as to departure time from school, sharing a coach and agreeing with the other party or parties regarding use of the coach for evening entertainment and transfers to the slopes, and having a smaller number of ski classes with the attendant effects on progression and ability groups; small parties may, at our sole discretion, be combined with other parties to facilitate ski lessons and must accept any limitations or restrictions which may occur as a result.
- c) Single rooms are not normally available. Accompanying adults are wherever possible accommodated in twin rooms and must be prepared to share a room with an adult of the same sex from their own party. They may be required to share a triple room, where available, if the gender of the accompanying adult dictates this or, with small parties, with another

adult of the same sex from another party accommodated in the same hotel. If a single room is required or needed for any reason it will be charged, if available, at a supplement of £120 for the week over and above the standard adult supplement. This charge applies equally to persons travelling on free places.

27. EXPLICIT CONSENT – PERSONAL DATA & TRANSFER OF DATA TO NON EEA COUNTRIES

When you make a booking with Halsbury Travel Ltd, some of the personal data that you provide such as Medical and Dietary Information, will need to be passed to, processed and stored by relevant third parties; airlines, coaches, ferries, Eurotunnel, hotels, visits and attractions, insurance companies, and ground handling agents, so that they can provide you with the arrangements you require. Some of these third parties may be based outside of the European Economic Area (EEA). (The EEA comprising of 28 countries, and also including Norway, Iceland and Liechtenstein) There are some countries that are assessed as adequate in the area of data protection and they include Andorra, Argentina, Canada (commercial organisations), Faroe Islands, Guernsey, Israel, Isle of Man, Jersey, New Zealand, Switzerland, Uruguay and the US (limited to the Privacy Shield framework). Organisations that are based outside of the EEA may not be subject to the same level of controls in regard to data protection as exist within the UK and the EEA. In order for you to travel overseas, we may be required to disclose some of your personal data to Government bodies or other authorities in the UK and in other countries, such as those responsible for immigration, border control, security and anti-terrorism. Even if it is not mandatory for us to provide information to such authorities, we may exercise our discretion to assist them where appropriate.

28. DATA PROTECTION

In order to make your booking and to ensure that your travel arrangements run smoothly we need to use the information you provide (such as names, addresses, special needs and dietary requirements, information for ski hires and ski schools etc). We pass the information on only to the relevant suppliers such as airlines, transport companies, hotels, ski hires and ski schools, insurers and, as may be required to be provided to public authorities, such as customs/immigration, or as required by law. We take full responsibility for ensuring that proper security measures are in place to protect your information. In making this booking, you consent to this information being passed on to the relevant persons. We do not pass on any such information to any other person or organisation.

29. PASSPORT, VISA AND IMMIGRATION REQUIREMENTS

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates including requirements for any member of the party who is not a British citizen or does not hold a British passport. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. If failure to have any necessary travel or other documents results in fines surcharges or other financial penalties being imposed on us you will be responsible for reimbursing us.

30. FLIGHTS

- a) Halsbury Travel Ski does not charter or operate its own flights but, subject to request, books seats mainly on scheduled aircraft from London-area or regional airports including those used by low-cost carriers upon which our prices are based. Transfer connections via an intermediate airport may be used. We do not guarantee to book all passengers on one aircraft; it is likely that large groups will be split between two flights. A booking does not come into effect until Halsbury Travel Ski has confirmed to you in writing the availability of seats. It is in the nature of group travel arrangements made so far in advance that, as we have no control over flights, we cannot specify departure and destination airports and may not be able to book you on a flight from the closest airport to your school. Timings, routing, aircraft type, departure and destination airports are always subject to change and any such changes do not entitle the party to cancel. In particular we reserve the absolute right to change the departure date by one day (eg from a Saturday to a Sunday or vice versa) at any time prior to your flight details being confirmed by the company. If flights from a regional airport are not available the company reserves the right to book the party on an alternative flight from a London-area airport.
- b) In accordance with EU Directive (EC) 2111/2005 Article 9 we are required to bring to your attention the existence of a "Community List" which contains details of air carriers that are subject to an operating ban within the EU. This list is available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm.
- c) In accordance with EU regulations we are required to advise you of the actual carrier operating your flights. You will be advised separately in writing of the name of your carrier once your flights have been booked.

31. NAME CHANGES

We require the name of all members of your group at time of booking confirmation. It is the Party Leaders responsibility to ensure ALL names given are in full and exactly as shown on the individual's passport. We do not accept responsibility for incorrect/abbreviated names submitted and any subsequent amendments will be dealt with as a name change. Once the airline has received and processed the names, any subsequent amendments or name changes will carry a minimum charge of £125. Any name change alterations made by you within 2 weeks of departure will be treated as a cancellation of the original booking and will be subject to cancellation charges laid out in section 4.

32. BAGGAGE ALLOWANCE

Full details of your baggage allowance will be printed on your tickets or in the case of ticketless airlines in will be stated in your itinerary. Although subject to change, at the time of going to press, some low cost airlines limit the allowance to 1 bag weighing up to 15 kilos per passenger for checked in luggage. Your hand luggage may also be limited in size and weight and will be dependent on the airline you travelling. Most scheduled airlines allow 20 kilos per passenger (approximately 44lbs) for checked in luggage and one small bag as hand luggage. Details will be advised along with your final itinerary.

33. ADVANCED PASSENGER INFORMATION (API)

As a result of the current security considerations, stricter measures are now being implemented by airlines to Europe, the US and Canada. In the past deadlines for name lists and pre flight information was 10 weeks before departure but increasingly this information is asked for sooner and we therefore require these details within 6 weeks of booking. The following passenger information is required. Full First name, surname, and title, as it appears in your passport, Gender, Date of Birth, Passport Number, Nationality, Passport Issue Date, Passport Expiry Date, Country of Issue, USA & Canada only - Address whilst in abroad, Home address.

