

## YOUR PACKAGE HOLIDAY BOOKING CONDITIONS FOR BOOKINGS THAT INCLUDE A FLIGHT WITH ALPINE ANSWERS

### 1. Our details

Alpine Answers  
250 York Road  
Battersea  
London  
SW11 3SJ

T: +44 20 7801 1080

E: [ski@alpineanswers.co.uk](mailto:ski@alpineanswers.co.uk)

W: [www.alpineanswers.co.uk](http://www.alpineanswers.co.uk)

### 2. Your holiday booking

A booking will exist as soon as we issue our confirmation invoice. This booking is made on the terms of these booking conditions. When you 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.

### 3. Paying for your holiday

When you make your booking you must pay a deposit of £400 per person. The balance of the price of your travel arrangements must be paid at least 10 weeks before your departure date. Please note that the deposit may need to be increased, for example to cover the cost of any high priced flights bought in at the time of booking. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit.

### 4. If you cancel your holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows (see also the exception below):

Period before departure	Cancellation charge
More than 70 days (10+ weeks)	Deposit only
More than 56 days (within 10 weeks)	40% of holiday cost
More than 35 days (within 8 weeks)	60% of holiday cost
More than 21 days (within 5 weeks)	80% of holiday cost
Less than 21 days (within 3 weeks)	100% of holiday cost

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

You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be

terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign & Commonwealth Office.

#### 5. If you change your booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. You will be asked to pay an administration charge of £50, and any further cost we incur in making this 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. Note: Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing as soon as possible and no later than 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

#### 6. If we cancel your booking

We reserve the right to cancel your booking. We will not cancel less than 8 weeks before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance. Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

If your holiday is cancelled you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you, we will:

Pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (see definition above).

Period before departure	Amount you will receive from us per person
More than 10 weeks	nil
Between 4 and 10 weeks	£15
Between 2 and 4 weeks	£25
Less than 2 weeks	£30

This does not exclude you from claiming more if you are entitled to do so.

#### 7. If we change your booking

##### (a) Changes to the price

We can change your holiday price after you've booked, only in certain circumstances:

Changes in [the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources] [the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports] or [exchange rates] mean that

the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. 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 (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

**(b) Changes other than the price**

Arrangements for holidays are made many months in advance, and changes can occur. We must reserve the right to make alterations to holiday and website details both before and after any booking has been confirmed. Most of these changes are minor and in all cases we will advise you of any changes at the earliest possible opportunity. If a significant change becomes necessary you will have the choice of:

- i) accepting the change in arrangements;
- ii) purchasing an alternative holiday from us and paying or receiving any price difference;  
or
- iii) cancelling your holiday and receiving a prompt and full refund.

A change in flight time (within 12 hours), carrier, type of aircraft, or destination airport will not constitute a significant change. In all cases of a significant change, we will pay you compensation as detailed below except where the change is made as a result of unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care which include but are not limited to those circumstances set out in the '8. Important Note' below. No compensation is payable in respect of minor changes and no other claim for compensation or expenses will be accepted. If you choose to accept a refund:

We will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure	Amount you will receive from us per person
More than 10 weeks	nil
Between 4 and 10 weeks	£15
Between 2 and 4 weeks	£25
Less than 2 weeks	£30

**Important Note**

We regret that we cannot accept liability or pay compensation if we are forced to cancel, curtail or in any way change your holiday or if the performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to 'force majeure'. Such circumstances shall include, but are not limited to war, riot, civil strife, political dispute; industrial dispute (actual or threatened), terrorist activity (actual or threatened), natural or nuclear disaster, fire, technical problems with, machinery, transport or equipment, closure or congestion of airports

or ports, border closures, adverse weather conditions and similar events beyond Alpine Answers' control.

#### 8. Travel

The resort transfer times shown on the Alpine Answers' website and any detailed information that may appear on your confirmation invoice are for guidance only and are subject to alteration and confirmation. A change in flight, time, and carrier, type of aircraft or destination will not constitute a significant change to your holiday as detailed in section 7b above. Specific instructions relating to travel arrangements will be sent via email approximately one week prior to departure. Alpine Answers cannot give any guarantee of flight or ferry departure times or resort transfer times. We cannot accept any liability for delays in your flight or sailing to and from the UK whether the delay is caused by adverse weather conditions, rescheduling of times by the airline or sea carrier, the airport or port authorities and/or the action of air traffic controllers, mechanical breakdown, strike or industrial action, or otherwise. Notwithstanding the above, Alpine Answers and the carrier will make every effort to reduce the discomfort suffered by you as a result of the delay. When you travel with any carrier the conditions of that carrier will apply, some of which may limit or exclude their liability to you. Our website is the responsibility of Alpine Answers. It is not published on behalf of and does not commit the airlines or ferry operator mentioned therein or any airline or ferry operator whose services are used in the course of your holiday.

#### 9. Client liability

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Alpine Answers or its employees shall be entitled to recover from the Client the cost (estimated if not precisely known) of any loss or damage caused by the Client. The Client undertakes to behave in such a manner so as to not prejudice Alpine Answers' reputation with the hotels, its suppliers or other clients of the Alpine Answers. If, in our reasonable opinion, or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause, or be likely to cause, danger, upset or distress to any third party or damage to property we are entitled, without prior notice, to terminate the holiday of the person(s) concerned and Alpine Answers shall have no further contractual obligations towards such person(s) including with respect to any return travel arrangements. In addition, the breach of this clause by any one person in any one property booked may cause Alpine Answers to demand immediate vacation of the accommodation by every person named on the booking.

#### 10. Alpine Answers liability (other than for death/personal injury/illness)

We promise to make sure that the holiday which you book with us is supplied and the services performed or provided by us are performed or provided using reasonable skill and care. If any part of your holiday is not provided as promised, we will pay you appropriate compensation if this has affected the enjoyment of your holiday. Please note that it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. We accept responsibility for the acts/omissions of our employees, agents, suppliers and subcontractors where they were at the time acting within the course of their employment or carrying out work that we had asked them to do under their contract of agency or supply with Alpine Answers. In respect of the services provided by air or sea carriers our liability in all cases shall be limited in the manner provided by international conventions. In all cases (except where personal injury, illness, death, loss and/or damage to luggage or personal possessions results), our liability is limited to the relevant total holiday price of the person(s) affected. In the case of loss and/or damage to luggage or personal possessions (including money), Alpine Answers will not accept any liability as it is a condition of your booking (and therefore reasonably assumed by Alpine Answers) that you have taken out appropriate insurance to cover such loss and/or damage before travelling. Note: In the

event that local restrictions or an injury or other enforced absence to one or more of our employees causes our normal service to be curtailed or restricted, this will not be accepted as cause for compensation claims. It is a condition of this acceptance of liability that you notify us of any claim in writing within 28 days of your return from holiday.

#### 11. Alpine Answers liability for death, personal injury and illness

We accept responsibility should you suffer death, personal injury or illness as a result of any failure to perform or improper performance of any part of our contract with you by any of our employees, agents, suppliers or sub-contractors providing that they were at the time acting within the course of their employment or carrying out work that we had asked them to do under their contract of agency or supply with the Company. Please note we cannot accept liability:

- i) where any failure to perform or improper performance was due to acts and/or omissions of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or
- ii) for an event which either ourselves or the supplier of the service(s) in question could not have foreseen or forestalled even with all due care; or
- iii) force majeure (as defined in clause 8 above).

In addition, please note that in respect of all services provided by air and sea carriers and hotel keepers, our liability in all cases shall be limited as if we were carriers/hotel keepers within the relevant international conventions. It is however a condition of this acceptance of liability that you notify us of any claim in writing within 28 days of your return from holiday. In the event of any payment of compensation being made, you must assign Alpine Answers and/or our insurers all rights you may have to pursue a claim against any third party and you must provide us and our insurers with all assistance we may reasonably require.

#### 12. Protecting your money

*For packages we sell that include flights from the UK or 'Flight only' bookings*

We provide full financial protection for our package holidays which include a flight, by way of our Air Travel Organiser's Licence number 4791, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email [claims@caa.co.uk](mailto:claims@caa.co.uk). When you buy an ATOL protected flight or flight inclusive package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't 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 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 credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

### 13. ABTA

We are a Member of ABTA, membership number D4050. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

### 14. Complaints

If you have a complaint about any of the services included in your holiday, you must inform one of the partners of Alpine Answers without undue delay who will endeavour to put things right.

Mr Earl Knudsen

[earl@alpineanswers.co.uk](mailto:earl@alpineanswers.co.uk)

T: 07801 352536

Mr Simon Hoskyns

[simon@alpineanswers.co.uk](mailto:simon@alpineanswers.co.uk)

T: 07801 352548

If it is not resolved locally, please follow this up as soon as possible after your return home, ideally within 28 days by writing to: Alpine Answers, 250 York Road, Battersea, London, SW11 3SJ giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint whilst in resort we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. See notes on ABTA above.

### 15. Website information and accuracy

All reasonable care has been taken to ensure that the descriptions, facts or opinions on our website are correct to the best of our knowledge at the time of being published. Opinions expressed are personal to the authors. The client should bear in mind that in relation to the information given about the resorts and certain of the facilities available within resort, we cannot guarantee accuracy at all times or that any particular activity will take place as these services are not under our control.

### 16. 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. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

#### 17. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

#### 18. Law and jurisdiction

This booking is 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 live there and wish to do so.