BOOKING CONDITIONS WITH ALPINE ANSWERS FOR: 'SINGLE ITEM' AND 'ACCOMMODATION + TRANSFERS' BOOKINGS

1. Contract

Please read these booking conditions carefully as they, together with the specific information about your confirmed accommodation, form the basis of your contract with:

Alpine Answers 250 York Road Battersea London SW11 3SJ

T: +44 20 7801 1080

E: ski@alpineanswers.co.uk
W: www.alpineanswers.co.uk

2. Prices

We reserve the right to alter any of our advertised accommodation prices. You will be advised of the current price of the accommodation that you wish to book before your contract is confirmed.

3. Making a booking payment

When you have chosen an arrangement and you make a request to us to book it, you must pay a deposit of £300pp (sometimes a higher deposit payment maybe necessary) or the full cost of the booking if you are booking within 10 weeks of your arrival date. Your booking is confirmed and a contract between us exists when we issue our confirmation invoice. Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that any names are exactly as stated in the relevant passport.

If you have paid a deposit, the balance of the cost of your booking is due 10 weeks before departure. If the balance is not received on time, we will remind you that it is overdue. If you do not pay within 7 days of this reminder we reserve the right to cancel your booking and retain your deposit. The cost of your booked arrangement does not include any extra chargeable services that you may be presented with locally. These are payable direct to your accommodation or transfer provider.

4. Your responsibility for your booking

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. This means that you are responsible for making all payments due, notifying us if any changes or cancellations are required and for receiving the confirmation and keeping your party informed.

5. Insurance

It is your responsibility to ensure that you are adequately insured. We strongly recommend that you take out insurance, which should include cover against the cost of cancellation by you and assistance (including repatriation) in the event of accident or illness.

6. If you want to change your booking

After our confirmation has been issued, any requests for changes must be sent to us in writing, by email, or post, by the person that made the booking. We cannot guarantee that we will be able to accommodate your request but we will try to do so. You will be asked to pay an administration fee of £50.00 plus any charge made by the arrangement supplier. These are likely to be higher the closer you get to your arrival date, so contact us as soon as you can. If you change the number in your party, the arrangement price will be re-calculated. If the party size is reduced, this is likely to mean the remaining members paying more due to under-occupancy.

7. If you want to cancel your booking

The person that made the booking must put this in writing to us, by email or post. Because we incur costs in cancelling confirmed bookings, particularly if cancellations occur close to arrival date, you will be charged a cancellation fee.

Cancellation fees: If you cancel (this is the date on which we receive your written notice of cancellation during the hours of 9.00am to 5.00pm):

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

Charges are shown as a percentage of your arrangement cost (excluding amendment fees, if any, which are non-refundable in the event of a cancellation).

8. If we change or cancel your booking

We may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes

If we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of accepting the change of arrangement, or you can take any alternative we are able to offer you (you will pay the increase in cost if the replacement is advertised at a higher price than your original booking, or receive a refund of the difference if it is less expensive), or a refund of the money you've paid to us. In some cases, we will also pay compensation (see below). These options don't apply for minor changes. Examples of minor changes include, but are not limited to, change of accommodation to another of the same or higher standard, temporary withdrawal of facilities or seasonal unavailability of amenities.

Cancellation

We will not cancel your travel arrangements less than 8 weeks before your departure date, except for reasons of **force majeure** (see below). If your booking is cancelled you can either have a refund of all monies paid or accept an offer of an alternative arrangement of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). Any amendment or cancellation fees you incur in terms of other arrangements you have made with other providers under separate contracts are not claimable from us. In some cases we will pay compensation (see below).

Compensation

If we cancel or make a major change we will pay compensation as detailed below except where the major change or cancellation arises due to reasons of *force majeure*. 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

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

Force Majeure

We regret we will be unable to make any refunds, pay you any compensation or meet any costs or expenses you incur if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions and unavoidable technical problems with transport. No compensation, costs, expenses or any other sums, including the cost of securing alternative accommodation will be paid by us.

Covid-19 related cancellations

Should your holiday be cancelled for any of the reasons stated below we will refund you 80% of the monies paid for your booking. Please note that if we are unable to recover the monies from the supplier this refund will be in the form of credit to use with the same supplier before end April 2022. In the event of refund/credit note being offered we will retain 20% to cover our administration time and operational costs. The 20% of monies paid is therefore non-refundable and non-transferable.

- 1. If the UK government restricts your travel by way of tiered or national lockdown. Please note that if the FCDO advises "against all but essential travel" to your destination we will not offer any refund or credit. This is because travel to your chosen destination is still possible and carried out at your own risk.
- 2. If you are required to quarantine upon arrival in the country you are booked in due to the laws and regulations of that country's government;
- 3. If the resort or accommodation you are booked to stay in has been forced to close due the laws and regulations of the government of that country, as well as any other local or public authority;
- 4. If the country you are booked to stay in has closed its borders, or is otherwise denying entry to visitors.

Please note: the above Covid-19 related reasons must be in place at the time that your booking is due to take place.

9. Our responsibility for your booking

We have a duty to select the arrangement providers with reasonable skill and care. We have no liability to you for the actual provision of the arrangement, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the provider with reasonable care and skill, we will have no liability to you for anything that happens at the accommodation or on the transfer or any acts or omissions of the provider or others. We also have no liability in the following situations:

i. where the accommodation or transfers cannot be provided as booked due to circumstances beyond our control (see the Note in clause 8)

- ii. where you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you.
- iii. where you incur any loss or damage that relates to any business activity.
- iv. where any loss or damage relates to any services which do not form part of our contract with you. If we are found liable to you on any basis, we limit the amount we have to pay you to a maximum of three times the cost of your arrangement. This limit does not apply to cases involving death or injury.

10. Behaviour

When you book your arrangement through us, you accept responsibility for the proper conduct of all members of your party. We reserve the right at any time to terminate the booking of any party member(s) whose behaviour is such, in the reasonable opinion of the accommodation provider or us, as to cause or to be likely to cause danger, upset or distress to anyone else or damage to property. Full cancellation charges will then apply and no refund will be given. Furthermore, we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative arrangements) you may occur as a result of your booking being terminated. If you cause damage to the accommodation in which you are staying or transfer vehicle in which you are travelling, you must fully reimburse the provider concerned for the cost of the damage before the end of your holiday if the cost has been established by then or as soon as it has been established if later. You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the arrangement provider or any third party as a result.

11. Check-in and check-out

Check-in is normally after 4.00pm. If you check-in after midnight, your accommodation has been reserved for you from the previous day and this counts as the first night of your stay. Check-out is normally at 10.00am

12. Complaints

If you have a problem during your holiday, please inform the accommodation or transfer provider immediately, who will endeavour to put things right. You should also try to find a solution whilst you're there. If your complaint is not resolved locally, please follow this up within 28 days of your return home 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. This will assist us to identify your concerns quickly and speed up our response to you. 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 in resort and this may affect your rights under this contract. Please bear in mind that we are only liable to compensate you in line with these booking conditions - in particular clause 9 above makes clear that our obligation is to choose the accommodation or transfer provider with reasonable skill and care. Any dispute or claim arising out of this contract that can't be settled between us can be referred by you to ABTA's dispute resolution (see clause 14) or court. We agree that the courts of England and Wales have jurisdiction and English law applies (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scots or Northern Irish law, as applicable.)

13. You are not Financially Protected

As you have booked a single item (e.g. accommodation only, or airport transfers only) or you have booked 'accommodation and transfers' (which is considered as a single item) we are not legally obliged to offer financial protection against the insolvency of the suppliers (eg. the hotel and/or transfer/taxi company). If you would like to purchase an ABTA recommended financial insurance policy which offers cover up to £3,000 per person then please contact sam@alpineanswers.co.uk. Please note we charge £5.00 per person to cover the admin and cost of this policy.

14. ABTA

We are a Member of ABTA (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 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.