

# Alpine Answers - Booking Conditions (for package holiday & flight only bookings)

## 1. Your contract is with Earl Knudsen and Simon Hoskyns, trading as Alpine Answers, a member of ABTA.

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. 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.

## 2. Your Financial Protection: A) flight only or flight inclusive booking. B) packaged holiday without flight

### A) flight only or flight inclusive booking

When you buy an ATOL protected flight or flight inclusive holiday 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, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are 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, or the suppliers identified on your ATOL certificate, 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. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)

### B) packaged holiday without flight

When you buy a packaged holiday (one that contains two or more items 'packaged' together) that doesn't include a flight (for example: accommodation **and** transfers), protection is provided by way of a bond held by ABTA.

## 3. 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 an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. The arbitration scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. 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 £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## 4. Your Holiday Price

- i) We reserve the right to alter the prices of any of the holidays shown on our website. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.
- ii) When you make your booking you must pay a non refundable deposit of £300 per person but higher deposits may be requested if pre-payments to suppliers are necessary. The balance of the price of your travel arrangements must be paid at least 10 weeks before your departure date. We accept deposit payments by credit card but we do not accept credit cards for the payment of your holiday balance. To pay your holiday balance we accept debit card, cheque or bank transfer.

Once we have received your deposit (or full payment) we will, subject to availability, confirm your holiday by issuing and sending to you a Confirmation Invoice. **Please check this invoice very carefully as soon as you receive it.** Contact us immediately if any information which appears on the confirmation, or any other document, appears to be incorrect as it may not be possible to make changes later. We regret we cannot take liability if we are not notified of any inaccuracies in any document within five days of issue.

The party leader (the name on our invoice and confirmation letters) is liable for full payment for all the people for whom the booking was made and for anyone else we are requested to make a booking for and in respect of whom we send you a confirmation invoice.

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.

In some cases you will be charged for resort tax in the resort, in others we will include this in the cost of your holiday. It depends on the individual accommodation booked as to which scenario applies. The resort tax is a nominal charge (1.5 –

3.0 euros per person per night or the equivalent in Swiss Francs). If you would like to know if the resort tax ('tax de séjour' in France) is included in your booking please do call.

iii) The price of your travel arrangements is fully guaranteed and will not be subject to any surcharges.

## 5. Making a Booking and Payment

When you have chosen your holiday and you make a request to us to book it, you must pay a non refundable deposit of £300 per person (sometimes a higher deposit may be necessary) or, if you are booking within 10 weeks of your arrival date, pay the full balance. Your booking is confirmed and a contract between us exists when we issue our confirmation invoice which we will send to the party leader by email. Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that 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 it is not received in time we reserve the right to cancel your booking and retain your deposit. The cost of your booking does not include any extra chargeable services that you may use whilst at the accommodation provided. These are payable direct to the hotel/chalet.

## 6. 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.

## 7. 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 £40, 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 (e.g. airline tickets) 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.

## 8. If you Cancel your Booking

You may cancel your travel arrangements at any time. Cancellation shall take effect only when written notification from the person signing the booking form is received from Alpine Answers. In all cases of cancellation the deposit and any insurance premium will be forfeited and if the cancellation is made within 10 weeks of departure the following cancellation fees are payable. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

<b>70 days or more:</b>	<b>loss of deposit (and any insurance premium if applicable)</b>
<b>69 – 56 days:</b>	<b>30% charge</b>
<b>55 – 35 days:</b>	<b>50% charge</b>
<b>34 – 21 days:</b>	<b>70% charge</b>
<b>20 – 14 days:</b>	<b>90% charge</b>
<b>13 – 0 days:</b>	<b>100% charge (ie no refund at all)</b>

## 9. If we Change or Cancel your Booking

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. 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 or your travel agent 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).

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. 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 holiday, 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 holiday and receiving a full refund of all monies paid.

**Force Majeure.** We will not pay you compensation 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, epidemics and pandemics and unavoidable technical problems with transport.

## 10. If you have a Complaint

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact our London office without delay. If we cannot resolve any issues you may have whilst you are still in resort follow this up within 28 days of your return home by writing to our Customer Services Department at Alpine Answers, 250 York Road, London SW11 3SJ or by emailing: [ski@alpineanswers.co.uk](mailto:ski@alpineanswers.co.uk) giving your

booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly recommended that you communicate any complaint to the supplier of the services in question without delay. 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.

#### **11. Our Liability to You**

If the contract we have with you is not performed or is improperly performed by us, or our suppliers, we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However, we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Our liability will be limited in accordance with and/or in an identical manner to

- (a) The contractual terms of the companies which provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- (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 (Alpine Answers, 250 York Road, London SW11 3SJ). Under EU law (Regulation 261/2004) 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 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 below. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. NB this clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

#### **12. 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.

#### **13. Unused tickets etc.**

Alpine Answers will make no refund to clients in respect of unused portions of air, boat, rail, bus, ski or other tickets, unused accommodation or meals.

#### **14. 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.

#### **15. Insurance**

We consider adequate travel insurance to be essential. We are unable to accept responsibility for any costs you or a member of your party may incur as a result of failing to take out adequate insurance cover.

#### **16. Flights**

The flight times given on bookings are for general guidance only and are subject to change. The latest timings will be shown on your confirmation invoice. However, the actual flight times will be those shown on your tickets, which will be dispatched to you approximately 2 weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched – we will contact you as soon as possible if this occurs.

#### **17. Car hire**

All rentals are subject to legal terms, conditions and pricing procedures of the hire company used.

#### **18. Weather conditions**

Alpine Answers will not be responsible for any loss, delay or cost connected with adverse weather conditions.

#### **19. Damage by and behaviour of clients**

When you book a holiday through us, you accept responsibility for the proper conduct of all members of your party during your stay. We reserve the right at any time to terminate the stay 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 accommodation) you may incur as a result of your stay being terminated. If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation provider concerned for the cost of the damage before the end of your stay 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 accommodation provider or any third party as a result.

**20. Honesty**

Alpine Answers is a professionally managed business that aims to continue with our superb return rate. We will do all we reasonably can to keep standards as high as possible. We hope you have a great holiday.

Our website is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned therein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.