

Terms and Conditions

Our Agreement with you

We are Simply Snowsports Limited, Company Number 08348017, ATOL number 10908 and Our Agreement with You sets out what you are legally entitled to expect from us and our suppliers when you purchase travel services through us. Because we sell a wide variety of travel products, you should make sure you understand the terms and conditions which apply to your specific travel arrangements along with these general terms and conditions.

Your Travel Booking

When you book with us, you guarantee as the party leader, you possess the legal capacity and authority to accept, and do accept the terms of these booking conditions and those of any suppliers. Whether you book alone or as a group we will only deal with the lead name in all subsequent correspondence. As the party leader, you are responsible for passing on all information of any changes, amendments and confirmations to all persons travelling in your party. It is your responsibility to ensure that all the details of your travel documentation are correct.

Your Financial Protection

Your Financial Protection 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.

Non ATOL packages will be protected in a trust account. Your money cannot be released from this trust account until all contractual obligations have been fulfilled and your package tour has been completed or the appropriate financial failure insurance is put in place. If you book arrangements other than a package (The Package Travel and Linked Travel Arrangements Regulations 2018) through Simply Snowsports the protection referred to above does not apply. This will not cover travel that is not UK-originating.

Deposits and Payment

Deposits are non refundable. To make a booking you must pay a deposit. Deposits allow Simply Snowsports to hold reservations for you but does not guarantee the final price of the package. Simply Snowsports can only guarantee the final price once full payment has been received. Deposit amount and payment schedule will vary depending on the nature of your package and will be outlined at time of booking. Simply Snowsports reserves the right to cancel your booking without notification if you fail to adhere to the payment schedule outlined at the time of booking. You will be subject to cancellation charges.

Changes in exchange rates, fuel charges and taxes may require Simply Snowsports to raise the price of your holiday. Simply Snowsports will absorb the first 2% of any increase. Amounts exceeding 2% will be passed on to you, the customer. If the price increase exceeds 10% you may apply for a full refund, in writing, within 14 days of receiving our additional charges invoice. We reserve the right to pass on a 2.5% charge for any payment amount made by credit, debit or charge card.

Changes and Cancellations by you

If you wish to make an amendment to your booking, Simply Snowsports will make every effort to alter previously agreed arrangements. Requests must be sent in writing, via email and will be subject to a £50 administration fee plus any extra charges required to perform the amendment.

Cancellation requests must be made in writing via email. Cancellations will be subject to the following charges

Days to package start date Cancellation charge

More than 3 months - Non refundable deposit

More than 2 months but less than 3 months - 70% of agreed package price

More than 1 month but less than 2 months - 80% of agreed package price

Less than 1 month - 100% of agreed package price

Changes and Cancellations by us

Simply Snowsports will always endeavour to try to avoid changes and cancellations wherever possible, but we reserve the right to do so. We can make a change at any time but will let you know before your holiday if there's time.

Occasionally, we may have to make a major change to your holiday such as a change of destination or a change of accommodation to a lower category. In the event of a major change you can either a) accept the changes b) accept a replacement holiday from us of an equivalent standard and price (if available) or c) cancel your booking and receive a full refund.

Occasionally we may have to cancel your booking, in which case Simply Snowsports will advise you for the reason of the cancellation and issue a full refund. However, Simply Snowsports will not be liable for any additional compensation.

Changes beyond our control

Simply Snowsports will not be held responsible for any unforeseeable changes and events beyond our or our suppliers control. Such events may include but are not limited to war or threat of war, riots, civil strife on any scale, actual threatened terrorist activity, industrial dispute, man-made or natural disaster, technical problems with transport or machinery, adverse weather conditions, pandemic, lack of snow, poor snow conditions, resort closure due to lack of snow and any other events or similar circumstances beyond our control.

Insurance

Travel (including but not limited to cancellation, curtailment, theft, accident, medical, third party injury) and equipment insurance is not included within any package. Upon booking, the party leader accepts the responsibility to ensure that all members of the party are adequately insured for the duration of the package. By agreeing to these conditions you accept that packages involve activities which are inherently risky and accidents can happen. It is mandatory for participation on any Simply Snowsports package that you maintain comprehensive insurance cover for the duration of any package. Simply Snowsports may require you to provide proof of cover prior to departure.

Health

When you book with us, the party leader ensures that all members of the party are in good physical and mental condition, appropriate to the package purchased. You should consult your own doctor regarding pre-existing medical conditions or injuries and how these might affect your ability to participate. It is your responsibility to inform Simply Snowsports of any past or present medical conditions that may affect your health or well being, or the health and well being of any member of your party.

Any medical information you submit to Simply Snowsports will be held in the strictest confidence, but may need to be passed on to appropriate suppliers who will be responsible for your safety.

Liability

Simply Snowsports do not control, own, manage, or operate any hotel, leisure facility, mountain resort, club, vehicle, insurance company, adventure company or any other service that would fit into the classification of supplier. By booking with us you will be subject to the terms and conditions, as well as any tariffs specified by our suppliers. Simply Snowsports have taken reasonable care to make sure that all services we provide within your travel arrangements are provided by reputable businesses which comply to the local and national laws in the country they are provided. Simply Snowsports will be under no liability whatsoever if you suffer personal injury, loss or death as a result of your own acts or omissions or the acts or omissions of a third party unconnected with your travel arrangements or as a result of an unpredictable, unavoidable, unusual or unforeseeable event or circumstances that could not have been avoided even if all due care had been exercised.

Risk

Simply Snowsports takes all reasonable precautions to prevent accident or injury. Some activities in your package may have inherent risk of accident or injury by nature and by booking with us you accept the risks involved in any activity you participate in. Simply Snowsports will select reputable companies with the correct credentials and experience in providing the activities included in your package in our endeavour to keep you safe. However many outdoor, adventure and other activities are hazardous by nature and it is your responsibility to be insured for every eventuality. Many suppliers may require you to sign a release of liability, accepting and acknowledging the risks of the activity. Refusal to comply may result in exclusion from certain activities without compensation. Simply Snowsports is not liable for any negligent acts or defaults of any supplier or any other person, not directly under its control. Any activities or trips not included within your pre-booked and paid for itinerary are undertaken entirely at your own risk.

Passport, Visa and Immigration Requirements

We do not accept any responsibility in the case of you being unable to travel due to not complying with passport, visa and immigration requirements. It is your responsibility to comply with the passport, visa and immigration requirements that apply to your itinerary and you should confirm these requirements with the relevant High Commissions, embassies and/or consulates.

Your Responsibility

If you enrol on a training course with us it is your responsibility to adhere to and accept all instructions and directives of the course leaders, coaches and instructors or resort representatives of Simply Snowsports at all times, particularly with

regards to health and safety. If you are deemed to be putting yourself or others at risk, Simply Snowsports reserves the right to withdraw you from the course. If you are asked to withdraw from a course as a consequence of your behaviour, or for performing an illegal act, you will not have the right to a refund. You are responsible for your behaviour and by accepting these booking conditions you agree to indemnify Simply Snowsports Ltd, its directors, employees and representatives of all liability and loss, suffered by, or on behalf of Simply Snowsports as a result of your own acts or omissions whether negligent or not.

Behaviour

You must be respectful and courteous to any and all other Simply Snowsports clients and staff for the duration of Your Trip and must ensure that you refrain from any improper, violent or abusive behaviour towards anyone. Any behaviour which damages the reputation of Simply Snowsports, or breaches the code of conduct of any resort, hotel or country will result in withdrawal from the course. Simply Snowsports and Simply Snowsports Suppliers reserve the right to remove you from any activity included in Your Booking if you are behaving in an unacceptable manner. Simply Snowsports will not be responsible for repatriation or any costs you incur as a result of being removed for unacceptable behaviour. If you are asked to withdraw from a training course, tour or activity as a consequence of your behaviour, you will not have the right to a refund. Simply Snowsports shall be entitled to recover from you the cost of all damage or loss caused by you or a member of your party.

Accommodation

Where accommodation is included in Your Booking, you are responsible for looking after the accommodation and adhering to any rules given to you by the accommodation provider. You have individual responsibility for property damage caused during your stay and the cleanliness of your own room as well as common areas. Any costs incurred by Simply Snowsports and/or Simply Snowsports Suppliers to make good the accommodation will be invoiced to the Party Leader(s), who shall be liable for the payment of the within 7 days of being asked for it. Where applicable, the accommodation provided for you during Your Booking is only for you. Subletting, sharing or assigning is strictly prohibited unless otherwise agreed in writing.

Additional Training Costs

If your standard of skiing or snowboarding proves to be below that expected to participate on a training course or, as a result of lack of attendance on the course it proves impractical to include you in any of the lessons arranged by Simply Snowsports, the company will discuss the situation with you but reserves the right to exclude you from the course lesson and put you in lessons with a ski school. Any additional costs will be payable by you directly to the ski school.

Internships and Job Offers

Our Job Guarantee/conditional job offer is a free of charge service provided with certain courses and internships and holds no monetary value. When you book a course or internship with Simply Snowsports, you are purchasing a professional training program, you are not purchasing a job or job offer. You must have the legal right and correct passport or visa and supporting documents to take up your placement or Job Guarantee in Canada. You agree to hold harmless, release, defend and indemnify Simply Snowsports, their employees, representatives and agents from all liabilities and/or claims in relation to work visas. If you are unable to get a visa and therefore are unable to undertake employment you will not be entitled to any refund.

Simply Snowsports does not employ resort workers, nor do we own, operate or manage any resort or snow school and have no control over resort or snow school operations. All job offers made by any resort are subject to the resort's local employment and labour laws. Simply Snowsports cannot be held responsible for your actions after you have left your training course. In the event you are dismissed from your job, Simply Snowsports will not be able to assist you or refund any monies.

Data Protection

We take your privacy seriously. This is a summary of how we process the information we receive from you (about you and your party). Simply Snowsports' full Privacy Policy can be read at www.simplysnowsports.com. By making a booking, you agree to your data to be used in the following ways:

1. To organise your course, holiday or trip, we may disclose information or data provided by you to relevant suppliers, organisations and companies, including, but not limited to, airlines, transport companies, restaurants, sports schools and snow sports organisations;
2. For improving customer service;
3. For compliance with legal requirements.

This contract is governed by English Law and subject to the jurisdiction of English courts.