

# Booking Conditions

Our contract with you

## Booking Conditions - Our contract with you

### 1. TO BOOK:

Please read the following Booking conditions and the information included in this brochure. You can make your reservation by paying the non refundable deposit of £150 per person, or the full amount where you are booking within 10 weeks of your holiday start date. Remember to mention any special requests as described in the Essential Holiday Information section. We will send you a confirmation letter and invoice. A binding contract between us comes into existence when we issue the confirmation invoice, which is subject to English law and the jurisdiction of the English courts. Please check that the details on the confirmation are correct. Any discrepancies should be brought to our attention within 7 days of issue, after which the details shown on the invoice will be presumed to be correct. If after confirmation has been made and your spaces have been reserved, you decide to cancel your booking, the conditions in paragraph 9 will apply.

### 2. PAYMENT OF HOLIDAY:

a) A non-refundable deposit of £150 per person is due on making your booking. b) The final balance must be received ten weeks prior to departure. If payment is not promptly made by this day, we reserve the right to treat the holiday as cancelled and apply the cancellation charges set out in paragraph 9. c) Payment for resort services (lift passes, equipment hire, guiding or instruction) can be made either when paying your balance or on arrival in resort. Note that places on any resort activity can not be reserved for you until we receive full payment.

### 3. LOW DEPOSIT:

If you book your holiday before the 1st August 2011, you can pay a low deposit of £50 per person by card to make your reservation on agreement that a further £100 per person will be taken from your card on the 1st September 2011. The full deposit payment of £150 per person is due by the 1st September 2011. If the full deposit payment is not promptly made by this day, we reserve the

right to treat the holiday as cancelled and apply the cancellation charges set out in paragraph 9.

### 4. TRAVEL ARRANGEMENTS:

We can book flights for you, or you can book your own. Note that transfer supplements are charged where you book your own flights or arrive or depart at non-standard times. You will be notified of the supplement when making your booking. When we book your flights for you, your contract for your flight is with the airline. If you are delayed or your flight is cancelled it is the airline who should arrange an alternative for you to get you to your original destination airport. As soon as you are aware of any changes to your arrival time, you must notify our resort staff and they will endeavor to offer alternative transfers from your original destination airport to resort as best possible in the circumstances. This may incur an additional charge. If our resort staff have not heard from you in time to make alternative transfer arrangements for you, we can not be held responsible for your travel to resort.

### 5. FINANCIAL PROTECTION:

In compliance with the UK Package Travel, Package Holidays and Package Tours Regulations 1992 and the Civil Aviation (Air Travel Organisers Licensing) Regulations 1995, an insurance policy has been arranged with Travel & General Insurance Company to protect customer's pre payments. Redpoint Holidays is licensed by the Civil Aviation Authority and holds ATOL number 9648.

### 6. INSURANCE:

As a condition of booking, you are required to take out holiday travel insurance providing adequate cover for your requirements. It is your responsibility to ensure that you have adequate cover for your particular needs and for the activities that you undertake on your holiday. Please let us know your policy details when making your booking, so that we can be of assistance to you.

### 7. YOUR HOLIDAY IS IMPORTANT TO US:

It is our objective to ensure that your holiday runs smoothly from the time you book to when you return home. Our office staff and resort representatives make every effort to ensure your holiday goes to plan. If you feel that your booking has not been dealt with correctly by our booking staff prior to your holiday, then please contact headoffice@redpoint.co.uk or call 0345 6801216 to report your problem. If you have a problem during your holiday, then please notify our resort representative, or call the above number immediately so that we can find a solution. Often problems can be solved on the spot, so please do not hesitate to notify us in resort as soon as possible so that you can continue to enjoy your holiday. Failure to notify a Redpoint representative in resort may affect your rights under this contract.

### 8. IF YOU CHANGE YOUR BOOKING:

If, after your booking has been accepted, you wish to change your departure date or alter any detail on the booking form we shall do our utmost to satisfy your requirements. When we can meet a request for an alteration we will confirm the amendment by issuing a revised confirmation of booking. If we receive notification more than 10 weeks before departure, no charge will be made for the alteration. If we receive notification within 10 weeks, an administration fee of £35 will be levied per alteration (in addition to any costs incurred in making the change) and we must receive payment for the alteration within 7 days of confirmation of the booking change. Failure to make payment on time will entitle Redpoint Holidays to cancel your holiday and apply cancellation charges as below. If your proposed change of booking results in changes of flights or ferry crossings, you will have to arrange the changes directly with the travel company. If you have to cancel your holiday as a result of being unable to change your travel arrangements, the normal cancellation charges will apply. Insurance premiums are not transferable.

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### 9. IF YOU CANCEL YOUR HOLIDAY:

Once your booking has been accepted, a valid cancellation can only be made if you give written instructions to Redpoint Holidays. The instructions must be signed by the person who made the booking. The effective date for cancellation will be the date that we receive your written instructions at our office. If you cancel, a cancellation charge (being agreed damages to cover our estimated loss) calculated on the scale set out below becomes payable by you as the person who made the booking. Flights and Insurance premiums are non-refundable. Resort Services that have been pre-paid but not taken due to cancellation prior to departure are also non-refundable.

Period before departure within which written notification is received by Redpoint Holidays.	Cancellation charge expressed as a % of total
More than 42 days	Loss of deposit
29-42 days	50% of holiday price
15-28 days	70% of holiday price
0-14 days	100% of holiday price

### 10. PRICE GUARANTEE:

The holiday prices quoted on our website and in our brochure or verbally to you by ourselves or your travel agent (as applicable) are based upon an exchange rate as taken from the Financial Times Guide to World Currencies Table published on the 8th July 2011 and known costs on that date. The exchange rates are Euro 1.1258. We reserve the right to make changes to and/or correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any change or correction of which we are aware and of the then applicable price at the time of booking. Once the price of your chosen holiday has been confirmed at the time of booking, we will only increase or decrease it in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable subject to the conditions set out in this clause, in the event of increases or decreases in transportation costs (e.g. fuel, scheduled airfares, or where our costs increase or decrease as a result of any changes in the exchange rates which have been used to calculate the cost of your holiday). Even in the above cases, only if the increase in our

costs exceeds 2% of the total cost of your holiday (excluding insurance premiums) and any amendment charges will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges) you will be entitled to cancel your booking and receive a full refund of all monies paid to us (except insurance premiums and amendment charges). A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

You have 14 days from the issue date printed on the surcharge invoice to tell us in writing if you want to cancel or purchase another holiday. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. We promise not to levy a surcharge within 30 days of departure. Please note that errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

### 11. IF WE CHANGE/CANCEL YOUR BOOKING:

Your holiday arrangements are planned many months in advance and on rare occasions it may be necessary to make modifications to them and we reserve the right to make such changes at any time. In the majority of cases such changes will be minor, but if they are of a more substantial nature we will do our best to advise you prior to your departure. If we are forced to make major changes (including cancellations) notified before departure to your holiday we will pay you compensation in accordance with the table below. Major changes will comprise such events as: Stay in resort reduced by over twelve hours or Change of accommodation to a lower standard. If you choose to accept the changed arrangements, we will pay you compensation on the scale shown below. If you choose not to accept the changed arrangements we will refund you all money you have paid us plus compensation on the scale

shown below. However in no case will we pay compensation if the change is due to an event listed in paragraph 12 below. On rare occasions the accommodation we have reserved for you may not be available on your arrival owing to an incident outside our control, in respect of which we may not have been notified in time to advise you before your departure. If this occurs we will endeavour to provide an accommodation of equivalent standard and with the same amenities if possible. If the only available accommodation is of a lower standard, we will refund the difference in price together with a compensation payment of £40 per person, as described below.

Period of notification given to you	Compensation per full fare paying passenger
More than 42 days	Nil
29-42 days	£20
15-28 days	£30
0-14 days	£40

### 12. FORCE MAJEURE:

Compensation arrangements do not apply to, and we reserve the right to cancel your holiday in the event of changes caused by reason of war, threat of war, riots, civil strife, terrorist activity, industrial disputes, natural/nuclear disasters, fire, technical problems to transport, airport closures, adverse weather conditions and similar events beyond our control.

### 13. OUR RESPONSIBILITY:

Redpoint Holidays has taken all reasonable steps to ensure that the services provided by our suppliers are of an acceptable standard. Redpoint Holidays will accept responsibility for the standard of services provided to you. We will accept responsibility for the proven negligent acts and/or omissions of our employees and agents whilst acting within the scope of or in the course of their employment in respect of claims arising as a result of death, bodily injury or illness to you or any member of your party. No Liability can be accepted for any negligent acts or omissions of air or sea carriers, whose responsibilities are governed by international convention. We cannot accept any liability for loss, damage or expense resulting from Force Majeure or any event outside our control where such events delay, extend or compel a change in holiday arrangements. We will

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not be liable for any damages either for death, injury or illness or for any breach of contract if the same is due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all the care had been exercised, or due to an event which even with all due care we could not foresee or forestall. We cannot accept liability for any inconvenience, discomfort or annoyance, which you may possibly suffer from building works being carried out on property, such work being beyond our control. We do not accept liability for clients who are under the influence of Alcohol or Drugs. We cannot be held responsible for any extra activities you engage in during your holiday, which are not provided through us.

#### 14. MISBEHAVIOUR:

(i) We reserve the right in our absolute discretion to terminate without notice the holiday arrangements of any customer whose behaviour is such that it is likely in our opinion to cause distress, damage, danger or annoyance to our other customers, employees, property or to any third party. If you are prevented from travelling because in the opinion of any person in authority you appear to be unfit to travel or likely to cause discomfort or disturbance to other passengers our responsibility for your holiday thereupon ceases. Full cancellation charges will apply and we will be under no obligation whatsoever for any refund, compensation or costs you may incur. (ii) Under no circumstances are you entitled to sub-let or share your accommodation with anyone other than those passengers shown on your booking.

#### 15. TRAVEL DOCUMENTS:

a) It is your responsibility to ensure that you have the correct travel documents for your holiday. If you are a UK citizen, a valid passport and no visa is required for travel to Austria at time of going to print. (b) You should also take your European Health Insurance Card, which has replaced the E111 Form (applications available from the Post Office or apply online at [www.ehic.org.uk](http://www.ehic.org.uk)).

#### 16. YOUR HEALTH & FITNESS:

All persons taking part in sporting activities should be in good health and have a level of fitness suitable for doing the chosen sport. You must advise us in advance of any disability,

medical condition (including pregnancy) or behavioural problem experienced by you or any member of your party. We reserve the right for ourselves, reps, employees and agents to refuse participation to any person if, in our opinion, that person is not fit for whatever reason (including by influence of drugs or alcohol) to participate in that sport or activity. No refunds will be given to people who are refused participation in a sport under this clause.

#### 17. MEDICAL CONDITIONS AND DISABILITIES:

If you or any member of your party have any medical problem or disability which may affect your holiday, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at time of booking by completing the Client Information Form available on request by calling our Booking Hotline. You must also promptly notify us of any deterioration or adverse change in or development of any medical conditions or disability which may affect your holiday. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline the booking or, if full details are not given at the time of booking, cancel when we become aware of these details.

#### 18. AGE:

A booking can only be accepted from persons under 16 years if accompanied by an adult responsible for them. Persons under 18 years must have their booking forms countersigned by a parent or guardian. Please note that many of the activities have age or height restrictions; for more information on individual activities, call the Booking Hotline (0345 680 12 14)

#### 19. BROCHURE:

This brochure was published in July 2011 and we reserve the right to make changes to the particulars detailed in this brochure at any time after publication. Since we include so much detail in the brochure and it is prepared up to six months in advance - there may be occasions when an advertised facility may be altered or withdrawn for reasons outside our control during your own particular holiday. For example, planned entertainment may be changed or cancelled or

during the low season a swimming pool may be closed. If a significant part of your holiday is not available then we will compensate you in respect of that loss of facility. Further, the operation of certain amenities and facilities may be subject to local licensing laws or religious holidays. The operation and supervision of overseas property, transport, and other services is subject to local laws, will be that of the country you are visiting, and not that of the UK.

#### 20. HOTEL RATINGS:

The hotel ratings used in the Redpoint Holidays brochure are the Austrian tourist classification.

#### 21. SPECIAL REQUESTS:

Special requests will be passed on to our suppliers on your behalf, but are allocated at the supplier's discretion and cannot be guaranteed by Redpoint.

#### 22. DATA PROTECTION:

Any information that you give to us is used solely for the purpose of arranging your holiday. If you subscribe to our e-mail newsletter or ask to receive a copy of our annual brochure, then your details will be kept on record and used for this purpose only. We do not use your information in any way that contravenes the Data Protection Act.

#### 23. LEGAL IDENTITY:

Redpoint Holidays is a limited company registered in England number 3577563. Registered Address: 60 The Spinney, Wolverhampton, WV3 9EU.

#### 24. IF YOU HAVE A PROBLEM THAT REMAINS UNRESOLVED:

It is important that you report any problems to a Redpoint representative in resort, as failure to do so may result in our being unable to deal with your dispute at a later date. Should the problem not be resolved to your satisfaction whilst in resort, please contact us in writing within fourteen days of your return home explaining the nature of the dispute. We will acknowledge your letter within 14 days of receipt and will reply in full to your complaint within a further 28 days of that. In the event that we are unable to resolve the dispute between us, the matter will be referred to arbitration. The Arbitrator's decision will be final.