

Booking Conditions

A. TO MAKE A BOOKING

(i) All bookings are made with Pinnacle Travel Limited (Company Registration Number 3479499), hereafter referred to as 'the Company'. For all tours involving air travel, Pinnacle Travel Ltd is licensed by the Civil Aviation Authority (CAA) under Air Travel Organiser's Licence (ATOL) 4948. For all tours involving travel by coach, Pinnacle Travel Ltd is bonded through full membership of the Association of British Travel Agents (ABTA) membership number W0497.

(ii) No contract exists until the Company has received and acknowledged safe receipt of a signed Booking Form and the initial deposit required. The acknowledgement will take the form of a confirmation accepting your booking and it is then that a binding agreement will exist between us. It is in both your and the Company's interests that you carefully study the contents of the booking conditions as your signature on the Booking Form represents an acceptance of the contract as therein detailed.

(iii) The contract is subject to English or Scottish Law and jurisdiction.

(iv) No additions, deletions, changes or promises may be made relating to this agreement save in writing by a Director of the Company.

(v) Bookings are accepted subject to the usual grant of licences by the Civil Aviation Authority.

B. PAYMENT

(i) To secure your booking, the Company must receive your deposits as follows: School parties; First deposit £60 per paying passenger (USA) or £40 per paying passenger (Europe), second deposit £70 per paying passenger (USA) or £85 per paying passenger (Europe), third deposit £80 per paying passenger (USA only). Adult parties; First Deposits £100 per paying passenger, Second Deposits £100 per paying passenger. Second Deposits are due within six weeks of the payment date of first deposits. Third deposits where appropriate are due within six weeks of the payment date of second deposits. The appropriate insurance premium must be paid at the same time as the second deposits.

If from time to time airlines require immediate payment to secure available seats for your group, it may be necessary to require further deposits from the group. Exact amounts will be discussed with the Party Leader.

(ii) All deposits paid are non-refundable except in the circumstances detailed in Paragraph E (ii) below.

(iii) We require final details of your party 14 weeks before departure so that your invoice can be sent 12 weeks before departure. The full amount outstanding must be paid within 10 weeks of departure, in order that your tickets can be sent to you approximately 2 weeks before your scheduled date of departure.

(iv) If any payments are not received on the due date the Company reserves the right at any subsequent time before departure to cancel the booking and retain all deposits paid and/or to levy penalty charges of £2 per person per 7 day period or part thereof by which the payment is delayed.

C. PRICES

The Company guarantees that once you have booked your holiday, the price will not be changed, except in the event that you make changes to your tour, to the numbers travelling or the composition of your party, or to any specific requirements thereof, or in the circumstances described below.

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 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, plus an administration charge of £1.00 per person. If this means that you have to pay an increase of more than 10% 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, or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

Should the price of your holiday go down due to the

changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

D. CANCELLATIONS & AMENDMENTS

(i) Any cancellations or amendments should be advised to the Company as soon as possible. A cancellation is effective only when received in writing by the Company from the person signing the Booking Form.

The following scale of cancellation charges will apply:

Period before scheduled departure within which written notification of the cancellation is received by the company.	Amount of cancellation charge per paying participant cancelling.
After payment of First Deposit but before the due date of the Second Deposit.	First Deposit of £60/£40/£100 per paying passenger.
After due date of Second Deposit until due date of Third Deposit.	First and Second Deposits totalling £130/£125/£200 per paying passenger.
After due date of Third Deposit until 70 days before departure.	First, Second & Third Deposits totalling £210 (USA only) per paying passenger.
69 to 29 days before departure.	60% of the total invoiced price.
28 to 15 days before departure.	75% of the total invoiced price.
14 to 1 day before departure.	90% of the total invoiced price.
On departure date.	Total invoiced price.

Note: You may be able to claim on your insurance policy if your cancellation falls within the terms of the policy. The insurance premium is in any event non-refundable if you cancel your holiday.

(ii) Once your Final Numbers Form has been returned 14 weeks before departure any amendments or substitutions that take place after this date will be subject to a fee of £10 per amendment.

(iii) Substitution of party members is permitted up to 14 days prior to departure without incurring cancellation charges, although any charges levied by airlines in respect of amendments or ticket re-issues will be passed on. After this date any alteration will be treated as a new booking and charges will be levied as given in the schedule above.

E. IF THERE IS A CHANGE OF PLAN

(i) The arrangements in this brochure are made many months in advance and changes are sometimes unavoidable. Most of these changes (such as changes of flight times, coach pick-up times, routings, schedules, aircraft or coach types, or airports) are, however, minor but where they are significant the Company will notify you as soon as is reasonably possible before your departure. A significant change is one that involves changing your departure date or resort area, or reducing the quality of your main hotel. In the event of a 'significant change' you may decide to:

- Continue with the booking as amended, or
- Accept an alternative which the Company may offer to you, or
- Cancel your booking.

If you choose (a) or (b) the Company will pay you minimum compensation on the scale below.

If you choose (b), and the alternative that the Company offers to you is of a lower standard than the travel arrangements booked, the Company will also refund to you the difference in price.

- If you choose (c) the Company will refund all monies paid by you and compensate you as indicated below. You must notify us of your decision within 7 days of our offer to you of alternative arrangements. If you fail to do so, we will assume that you have chosen to accept the alternative offered. The Company will send refund monies to you within 14 days.

Period before departure which a 'significant change' is notified to you:	Compensation per paying person.
More than 70 days	NIL
69-35 days	£5
34-15 days	£10
14 days or less	£15

(ii) In certain circumstances the Company may have to cancel your booking and if this should occur it would return to you all the money you have paid to it, or offer you a suitable alternative. However, it will not cancel your course after the date when payment of the balance becomes due unless:

- You have not paid in full, or.
- Your visit is cancelled by reason of unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. In these cases, no compensation payments will be made.

F. THE COMPANY'S RESPONSIBILITY

The Company accepts responsibility for the acts and/or omissions of its employees, agents, sub-contractors and suppliers and for ensuring that it provides the services supplied to you as described in this brochure and to a reasonable standard. It shall not be responsible nor accept liability for death, bodily injury or illness caused to the signatory of the contract and/or any other named person on the booking form, unless caused by the negligent acts and/or omissions of its employees or agents. Any claims arising there from shall be subject to English or Scottish Law in respect of any question of liability or quantum, and all proceedings shall be within the exclusive domain of the English or Scottish courts. It is however part of this agreement that you will assign to the Company, by way of subrogation, any rights which you may have to claim against any supplier or other party and cooperate with it fully if it wishes to enforce these rights. However, should you or any member of your party have the misfortune to suffer illness, injury or death during the period of the ski course, arising out of an activity which does not form part of the arrangement made by the Company, it shall where appropriate, give you every help that it can by way of initial assistance, up to a maximum value of £5,000 per booking form. The Company would draw your attention to the following circumstances that fall outside our direct control and where it is not prepared to accept liability. Please remember that some amenities (e.g. hotel lifts, swimming pools, etc) require servicing and cleaning and may therefore not be available at all times. Some services are also affected by weather conditions (e.g. availability of outdoor skating rinks, chair lifts etc) and the availability is at the discretion of the provider of the service.

Resort Development: There are many resorts where development is in progress and therefore there may be building work taking place in the vicinity of your holiday accommodation. The Company cannot advise you in advance of all development work taking place in your resort, however should it become aware of work taking place that will create noise or other inconvenience and in its opinion will adversely affect the overall enjoyment of your holiday, it will pass such information to you.

Peak Holiday Periods: All members of your party should be aware that at certain peak periods, notably Presidents Weekend in the USA, ski resort facilities are heavily utilised and it may on occasion be necessary to wait longer than normal to use such facilities.

Your Health Abroad: The Company makes every effort to ensure your holiday meets your expectations and feels it important to make you aware that the general standards of hygiene, safety, public services and local amenities in countries abroad may differ from those offered in the UK. The DSS has produced leaflets SF40 and SA41 which are available from your local DSS office. It is recommended that you check with your doctor which inoculations the DSS consider necessary for specific areas.

G. WHAT HAPPENS TO COMPLAINTS

If you have any complaint about your ski course, you are required by law to bring it to the attention of the relevant supplier, in the first instance, and then to your resort representative who will make every effort to achieve a satisfactory solution. If this is not possible, you should contact our 24 Hour emergency service whose details will have been provided to you with your final documents. You should then write in upon your return (within 28 days) detailing your complaint. The Company undertakes to acknowledge any written complaint within 14 days of receipt and to write to you in full within 28 days or to explain any delay. In any event you will receive a full reply within a maximum of 56 days. The Company would expect to agree an amicable settlement of the few complaints it might receive.

H. HOTELS

All the accommodation featured in this brochure has been inspected and chosen as representing fair value in its particular category for our clients. We would suggest that you compare carefully each hotel with the cost of the holiday before making your final choice. Please note that many hotels make a charge for the use of optional facilities. Single rooms are not normally available in any of our contracted hotels. Where accompanying staff cannot be accommodated in twin or three bedded rooms the Company will normally arrange for the Staff member to share a twin with a Party Leader of the same sex from another group. Pupils normally share bedrooms accommodating 3-5 persons, although some hotels reserve the right to use larger rooms where necessary. The company reserves the right to use rollaway beds where there is an odd number of male or female pupils in a group.

I. PARTY LEADER'S RESPONSIBILITIES - STUDENT GROUPS ONLY

In signing the Booking Form the Party Leader also accepts responsibility for the good conduct of all participants during the ski course and warrants that at least one responsible adult will be on active duty at all times to ensure that all participants behave well. Furthermore it is the Party Leader's responsibility specifically to ensure that:

- No participant under 21 years of age consumes alcoholic drinks unless written permission from a parent or guardian can be produced.
- All local laws relating to the consumption of alcohol are at all times obeyed by participants.
- No participant consumes alcohol to excess. No participant smokes in a hotel bedroom (or at all in apartments) or in any other way causes a fire hazard.
- Participants act in a responsible fashion during the ski course and do not behave in a way likely to cause damage to property or damage or offence to other people.

J. THE BROCHURE

(i) Great care has been taken in the printing and production of this brochure to give you an accurate picture of the facilities available. The brochure was prepared in August 2005 and if any change the Company believes will materially affect groups' enjoyment becomes apparent in any of these resort descriptions, it will advise each Party Leader. There are naturally circumstances beyond its control such as religious festivals, local holidays, maintenance of ski lifts and adverse weather conditions for which it cannot accept responsibility. The facilities are shown in good faith and it must be appreciated that some entertainments may be restricted, particularly at the beginning and end of the ski season. To create the 'skiing atmosphere' of a Winter Sports Holiday, occasionally photographs used on resort pages are general skiing photographs and may not be specific to that resort.

(ii) The offers which are printed in this brochure are valid at the time of publication in August 2006.

K. ADULT PARTY MEMBERS OF STUDENT GROUPS ONLY

Student prices when quoted are valid and applicable for those up to 18 years of age in full time education. An adult supplement is applicable for clients who are 18 years and over at the time of travel. Should the party comprise more than 15% adults then the tour price for all members will need to be re-costed. If adults in excess of the free place ratio accompany the group, a supplementary charge is payable above the juvenile price of the tour.

CONSUMER PROTECTION

The air holidays and flights in this brochure are ATOL protected, since we hold an Air Travel Operators Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 4948. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money that you have paid to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk

