



Ski Magic Booking Terms and Conditions

The following booking conditions form the basis of your contract with Ski Magic Limited, Moorfield Edge, Slaidburn Road, Waddington, Clitheroe, BB7 3JJ, company number 04823873. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions only apply to arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to “booking”, “contract”, or “arrangements” mean such arrangements unless otherwise stated.

In these booking conditions, “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as the context requires. “We”, “us” and “our” means Ski Magic Limited.

1. Making your booking

The first named person on your booking will be the “party leader”. The party leader must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By making a booking, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us. The party leader must be at least 18 when the booking is made.

Subject to the availability of your chosen arrangements, we will confirm your booking by issuing a confirmation invoice. This invoice will be sent to the party leader. Where you book through our website, any electronic acknowledgement of your booking is not a confirmation of it. Please check this invoice 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 or incomplete as it may not be possible to make changes later.

2. Payment

In order to confirm your chosen arrangements, a deposit of £200.00 per person (or full payment if booking within 10 weeks of departure) must be paid at the time of booking.

The balance of the booking cost must be received by us not less than 10 weeks prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due

at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 7 depending on the date we reasonably treat your booking as cancelled.

3. Your contract

A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader. We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. We both also agree that any claim must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

4. The cost of your arrangements

Please note, changes and errors occasionally occur. You must check the price of your chosen arrangements at the time of booking.

We reserve the right to make changes to and correct errors in advertised prices at any time before your booking is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

The prices shown were calculated on the basis of an exchange rate of £1 to €1.20.

Once the price of your chosen arrangements has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price by way of a surcharge or refund in the event of any change in the exchange rate which has been used to calculate the cost of your arrangements.

Even in the above case, only if the amount of any increase in our costs exceeds 2% of the total cost of your arrangements (excluding any amendment charges) will we levy a surcharge. If any surcharge is greater than 10% of the cost of your arrangements (excluding amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges).

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want cancel your booking. If you do not tell us that you wish to cancel within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the booking or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your arrangements due to contractual and other protection in place.

A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your arrangements as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

We promise not to levy a surcharge within 30 days of your arrival. No refund will be payable during this period either.

5. Disabilities

If you or any member of your party has any medical condition or disability which may affect your booking or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your booking develops after your booking has been confirmed. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their booking or, if full details are not given at the time of booking or the condition / disability develops after booking, cancel when we become aware of these details.

6. Changes by you

Should you wish to make any changes to your confirmed booking, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of £25.00 per person will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. A change of booking dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the booking cost where, for example, the basis on which the price of the original booking was calculated has changed.

If any member of your party is prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) providing we are notified of their name and contact details prior to your arrival. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result must be paid before the transfer can be effected.

7. Cancellation by you

Should you or any member of your party need to cancel your booking once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges.

Period before departure within which written notification of cancellation is received by us	Cancellation charge per person cancelling
71 days or more	Loss of deposit

42 to 70 days	40%
28 to 41 days	60%
Less than 28 days	100%

Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/ or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

See clause 6 "Changes by you" if any member(s) of your party are prevented from travelling.

8. Changes and cancellation by us

We start planning the arrangements we offer many months in advance. Occasionally, we have to make changes to and correct errors in advertising and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

Very rarely, we may be forced by "force majeure" (see clause 9) to change or terminate your arrangements have commenced but before the scheduled end of such arrangements. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

9. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

10. Our Liability to you

(1) We promise to make sure that the arrangements we have agreed to perform as part of our contract with you are performed with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted arrangements (performed by us as opposed to those performed by any agent or supplier) are not provided as promised or prove deficient as a result of the failure of ourselves, or our employees to use reasonable skill and care in performing or providing, as applicable, such contracted arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, do or do not do if they were at the time acting within the course of their employment. Where any arrangements are provided by agents or suppliers we have no liability to you for the actual provision of such services. Therefore, providing we have selected the agent or supplier with reasonable care and skill, we will have no liability to you for anything that happens during the provision of such arrangements or any acts or omissions of the agent or supplier or others.

(2) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or

the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable or

'force majeure' as defined in clause 9 above

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which any supplier agrees to provide for you.

(4) As set out in these booking conditions, we limit the maximum amount we may have to pay you for any claims you may make against us.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £250.00 per person affected. Any payment is subject to your producing appropriate proof of the contents and value of the luggage or personal possessions concerned and demonstrating that you have taken proper care of your property.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.

11. Complaints and problems

In the unlikely event that you have any reason to complain or experience any problems with your booking whilst away, you must immediately inform us and the supplier of the service(s) in question. Any verbal notification must be put in writing. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days giving your booking reference and full details of your complaint. Only the party leader should write to us. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

12. Insurance

We consider adequate travel insurance to be essential. Please read your policy details carefully and take them with you. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check alternative insurance policies.

13. Behaviour and damage

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the booking of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the services in question. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

14. Conditions of suppliers

Many of the services which make up your booking are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

15. Excursions, activities and general area information

We may provide you with information (before departure and/or when you are away) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised, controlled nor endorsed in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities or excursions referred to in our brochure, on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your booking, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities or excursions which can reasonably be expected to affect your decision to book with us, we will pass on this information at the time of booking.

16. Passports, visas and health requirements

British citizens require a passport valid for the period of their stay when visiting France. A visa is not required. Requirements may change and you must check the up to date position in good time before departure for France. A full British passport presently takes approximately 2 to 6 weeks to obtain. If you or any member of your party is 16 or over and haven't yet got a passport, you should apply for one at least 6 weeks before your booking commences. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.

It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre www.nathnac.org. Information on health abroad is also available on www.nhs.uk/Livewell/Travelhealth. We are not aware of any compulsory health requirements applicable to British citizens travelling to France. For travel in the EU / EEA you should obtain an EHIC (European Health Insurance Card). An EHIC is not a substitute for travel insurance. Vaccination and other health requirements/recommendations are subject to change at any time for any destination. Please therefore check with a doctor or clinic not less than six weeks prior to your arrangements commencing to ensure that you have met the necessary requirements and have the applicable information.

17. Delay

We regret we are not in a position to offer you any assistance in the event of delay.

18. Foreign Office Advice

The Foreign and Commonwealth Office publishes regularly updated travel information on its website www.fco.gov.uk/knowbeforeyougo which you are recommended to consult before booking and in good time before departure.

19. Website / advertising material accuracy

The information contained on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen arrangements (including the price) with us at the time of booking.

20. Hot tub, swimming pool, steam room, sauna

Whilst we maintain these facilities, guests must assume responsibility for their own safety. There will be times when these facilities may not be available due to maintenance and cleaning. Open strictly for Ski Magic guests, between 08h00-20h00.

Hot tub: Children 5 and over must be accompanied by an adult and supervised at all times.

Children under 5 years are not allowed in the hot tubs.

Swimming pool: Children under 12 must be accompanied by an adult at all times.

Sauna, steam room: Children under 12 are not permitted to use these facilities.