

AGENCY TERMS & CONDITIONS

Except where otherwise specified, we Born2ski & Travel Ltd act only as an agent or sub-agent in respect of all bookings we take and/or make on your behalf. We are a member of The Midcounties Co-operative Limited ATOL Accredited Body (ATOL No. 6053, ABTA No. N0787). We act either as an agent for Midcounties where they are the supplier of your arrangements, or as sub-agent for Midcounties where Midcounties sells arrangements on behalf of other suppliers. We accept no liability in relation to any contract you enter into or for any services or arrangements you purchase ("arrangements") or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any arrangements. For all arrangements, your contract will be with the supplier of the arrangements in question (the 'supplier(s)'). When making your booking we will arrange for you to enter into a contract with the applicable supplier(s) of the arrangements. Your booking with us is subject to these Agency Terms and Conditions and the specific booking conditions of the relevant supplier(s) you contract with and you are advised to read both carefully prior to booking. The supplier's terms and conditions may limit and/or exclude the supplier's liability to you. Copies of applicable conditions are available on request from us.

You may decide to make one or more bookings with us at the same time. The price charged in total for more than one booking will always equal the prices charged separately for each individual booking. All arrangements are available to be purchased separately at the same price as they are when more than one booking is made. This means that any multiple bookings do not constitute a package as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992 nor the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012.

1. Booking and payment When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party these booking conditions. In order to confirm your chosen arrangements, you must pay a deposit as required by the supplier of the arrangements in question (or full payment if requested at the time of booking). You must also pay all applicable insurance premiums and booking fees. Your booking is confirmed and a contract between you and the supplier will exist when we send you confirmation on their behalf. If your confirmed arrangements include a flight, we (or the supplier) will also issue you with an ATOL Certificate. Please check your confirmation and ATOL Certificate carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us.

If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions. Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned, with the exception of bookings covered by an ATOL. Any money paid to us in respect of a booking covered by an ATOL is held by us on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to our obligation to pay it to the ATOL Holder for so long as the ATOL Holder does not fail financially. If the ATOL Holder does fail financially, any money held at that time by us or subsequently accepted from the consumer by us, is and continues to be held by us on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to the ATOL Holder.

2. Accuracy of Prices We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices. **Special note: changes and errors sometimes occur. You must check the price of your chosen arrangements at the time of booking.**

3. Insurance You are strongly recommended to take out personal travel insurance for all members of your party. Some suppliers require that you do so. It is your responsibility to ensure that the insurance you purchase is adequate and appropriate for your particular needs. Please read your policy details on receipt and take them with you on holiday.

4. Special requests If you have any special requests (for example dietary requirements, cots or room location), please let us know at the time of booking. We will pass on all such requests to the supplier, but we can't guarantee that they will be met and we will have no liability to you if they are not.

5. Changes and Cancellations by you Any cancellation or amendment request must be sent to us in writing, by email or post, and will take effect on the day we receive it. Proof of posting is not proof of receipt, therefore you are advised to also confirm all changes by telephone. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that such requests will be met. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements. The supplier may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the travel arrangements and will normally increase closer to the date of departure). In addition you must pay us an administration fee of £30.00 per person.

Most scheduled airlines do not allow changes, and therefore full cancellation charges will usually apply. Most 'no frills' airlines have cancellation charges of 100% from time of booking.

6. Changes and Cancellations by the Supplier We will inform you as soon as reasonably possible if the supplier needs to make a significant change to your confirmed arrangements or to cancel them. We will also liaise between you and the supplier in relation to any alternative arrangements offered by the supplier but we will have no further liability to you.

7. Our responsibility for your booking Your contract is with the supplier and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

8. Financial Protection Many of the flights and flight-inclusive holidays in this brochure/on our website are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed in this brochure/on this website. Please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. Please see the supplier's booking conditions for information or for more information about financial protection and the ATOL Certificate go to www.atol.org.uk/ATOLCertificate.

9. Visa, passport and health requirements. Unless you tell us otherwise, we are entitled to assume that all members of your party are British citizens who hold or will hold full British passports valid for the entire duration of the arrangements you chose to purchase. Information on visa, passport and health requirements, where given and applicable, is so given on this basis. Requirements may change and you are therefore strongly recommended to check the up to date position with the supplier of the arrangements, Passport Office, appropriate embassy or consulate or your doctor as applicable in good time before departure.

10. Accommodation Ratings and Standards. All ratings are as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given.

11. Complaints Because the contract for your arrangements is between you and the supplier, any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the supplier or their agent immediately. If you fail to follow this procedure there will be less opportunity for the supplier to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result. If you wish to complain when you return home, write to the supplier. You will see their name and contact details in any confirmation documents we send you. If the matter cannot be resolved and it involves us or another ABTA member then it can be referred to the arbitration scheme arranged by ABTA. See clause 15.

12. Law and Jurisdiction These terms of business are governed by English law and the courts of England and Wales have jurisdiction, (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable.)

13. Documentation & Information All descriptions and content on our website or otherwise issued by us is done so on behalf of the supplier(s) in question are intended to present a general idea of the services provided by the supplier(s) in question. Not all details of the relevant services can be included on our website. All services shown are subject to availability. If you require any further details, in respect of any accommodation or any other services please contact us.

14. Operating Carrier Information: In accordance with EU directive (EC) no. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm. In accordance with EU Regulations we are required to advise you of the operating carrier(s) (or, if the operating carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we will inform you of the identity of the operating carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. Any change in the identity of the airline, flight timings and/or aircraft type will not entitle you to cancel or change to other flight arrangements without paying our normal charges except where specified in the tour operators booking conditions.

15. ABTA We are a member of The Midcounties Co-operative Limited ATOL Accredited Body, which is a member of ABTA, membership number P6811

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. Further information on the Code and arbitration can be found at <http://www.abta.com/heretohelp.shtml>. The arbitration scheme is arranged by ABTA and administered independently by the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website. 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 £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the 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 may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from www.abta.com.