

Booking Conditions

Your contract is made with Jedlake Ltd trading as Sunscape Ski (Company No. 04193516, ATOL No. 6899) whose principal place of business is at 4E Beaufort Road, Reigate, Surrey, RH2 9DJ. These booking conditions have been formulated as a result of our responsibilities under law. They do not affect your statutory rights.

Your Holiday Contract: When you make a booking, you undertake that you have the authority to accept and do accept these booking conditions on behalf of yourself and your party. A contract will exist upon our accepting any moneys from you towards the booking or upon the issue of our Confirmation/Invoice. You should check this carefully to confirm that it matches what you have booked. These conditions in conjunction with the information set out in our brochure form the entire agreement between yourself and the company. We hold an Air Travel Organiser's Licence number 6899 issued by the Civil Aviation Authority which provides for your financial protection and, if applicable, repatriation, in the event of our insolvency.

Making a Booking: When you or your travel agent make a booking with us and we accept it, you must immediately pay a deposit of £200 per person, certain holiday packages may require an additional deposit. (The required amount will be advised at the time of booking) together with any applicable insurance premium. A Holiday confirmation/Invoice will then be sent to you or your travel agent setting out the balance due which must be paid no later than 10 weeks prior to departure. Payment may be made by cheque, debit or credit card. Credit card payments are subject to a 2% handling fee. If you are departing within 10 weeks, then the total holiday cost including any insurance premium is payable in full upon booking. If the balance is not paid on time, we reserve the right to cancel your travel and accommodation arrangements and levy the cancellation charges set out in section 'If You Cancel Your Booking' below. The agent on our behalf holds any moneys that you pay to your travel agent at all times.

You may make changes to your booking: We will do our best to accommodate your need to make changes to your holiday arrangements. A £25 Amendment fee is made for each change to your booking.

If You Cancel Your Booking: You or any member of your party may cancel your holiday at any time providing that the cancellation is made in writing by the person who made the original booking and is communicated to us either direct or via your travel agent. You will receive a refund of the amount paid (excluding any insurance premiums and amendment charges) less the cancellation fees specified below. When only some members cancel in a group that has booked a holiday together, the charge will be based on the price of their holiday only, however under occupancy charges will apply to those remaining persons within the group.

<i>Period before scheduled departure date that notice of cancellation is received</i>	<i>Cancellation charge as a % of total holiday price</i>
2 months or more	Deposit only
Less than 2 months but 1 month or more	50%
Less than 1 month but 15 days or more	75%
14 days or less or "no show"	100%

If We Amend Your Booking: Occasionally changes may need to be made which we reserve the right to do at any time. Most of these changes are minor and we will advise you at the earliest possible date. Flight timings and carriers set out in publicity material are subject to change and all details given to you are for guidance only. Confirmed dates and times will be as shown on your ticket. Should a material change become necessary we will inform you as soon as reasonably possible. You may decide whether or not to accept the change although you must let us know by return. A material change is one made to your travel arrangements before departure involving change of UK departure or arrival airport, outward or return flights being rescheduled by more than 12 hours, or by substitution of accommodation originally booked with one of a lower grade. If we alter the airline, aircraft type operating your flight or routing this is not a material change and we will be under no obligation to notify you of any such change in advance.

It is possible that we may be advised that the reserved accommodation may not be suitable or available to you upon arrival in resort. If this happens, we will endeavour to provide accommodation of at least the same standard in the same resort area.

IMPORTANT NOTICE: We are not responsible for changes beyond our control, such as technical or maintenance problems with means of transportation, changes imposed by rescheduling or cancellation of flights by an airline or main charterer, war or threat of war, civil strife, industrial disputes, natural disasters, bad weather or terrorist activity. Compensation arrangements do not apply in these circumstances.

1. If We Cancel Your Holiday: We reserve the right in any circumstances to cancel your holiday. However, in no case will we cancel your holiday less than 2 months before the scheduled departure date unless it is for reasons outlined in the Important Notice above or for late or non-payment by you. If we have to cancel your holiday (for reasons other than those beyond our control or for late or non-payment by you), we will offer you either: (i) an alternative holiday of comparable type, though if the alternative offered is at an additional cost, the difference will be payable by you or (ii) a full refund of all moneys paid. In either case, this will be the only recompense due to you.

Our Liability: We accept responsibility for the negligent acts and/or omissions of our employees, agents, sub-contractors and suppliers while acting within the scope of or in the course of their employment with us and for any deficiencies in the services we are contractually obliged to provide or the failure of such services to reach a reasonable standard. In any such case our liability shall be limited to a maximum of the original holiday cost. We do not accept responsibility in respect of death, bodily injury or illness of any person taking one of our holidays except when caused by the negligent acts and/or omissions of our employees, agents, sub-contractors and suppliers while acting within the scope of or in the course of their employment agency contract of supply or sub-contract, although where the services in question consist of carriage by air, by sea or rail or the provision of accommodation, the limit of our liability shall be as provided for under applicable law and/or international convention.

2. Documentation: Where travel and health documents are necessary to comply with the requirements of any country you may wish to visit, then it is your responsibility to procure them. If failure to obtain any such documents results in fines, surcharges or other financial penalty being imposed upon us then you shall reimburse us accordingly. You must ensure by consulting your own doctor if necessary of specific precautions deemed prudent for the country/resort you intend to visit and the appropriate medications/inoculations complied with.

3. Conditions of Carriage/Accommodation: We are neither a carrier nor a provider of accommodation. Each journey (whether undertaken or not) that you book by land, sea or air is governed by the conditions of the carrier undertaking to provide that carriage. The liabilities of air and sea carriers are generally subject to and governed by one or more International conventions. When you book accommodation (whether provided or not) its availability by provision is subject to the "house rules" of the hotel or other accommodation providing or undertaking to provide such accommodation.

4. Flight Delays: While we try to avoid flight delays, unfortunately they occasionally happen. The airline, tour operator or main carrier responsible for the provision of your air travel may issue food vouchers or refreshments. It may also be possible for you to make an insurance claim for any flight delay.

5. Contract: We reserve the right in our absolute discretion to terminate your holiday arrangements without notice should your behaviour be such that it is likely in our opinion to cause distress, damage, annoyance or danger to any other person. In such circumstances, no refund or compensation will be due to you. If you or any member of your party wilfully, recklessly or negligently damages any accommodation, property, harm a person, or cause delay to or diversion of any flight, cruise or other means of transport, you agree to compensate us for any loss we may suffer, including legal costs.

6. Unused Services: No refund will be due to you in respect of non-utilisation of any part of the travel arrangements made for you.

7. Insurance: It is a requirement of these conditions that you and each member of your party have adequate Travel Insurance suitable for the type of holiday that you are about to participate in. We cannot stress enough the importance of you taking out adequate holiday insurance against cancellation charges, unexpected curtailment of your holiday, medical expenses arising overseas, loss or damage to luggage and personal liability claims against you. Should you elect not to effect suitable travel insurance cover despite this advice, then you undertake on behalf of yourselves and all members of your party to indemnify both ourselves and our overseas agents and representatives (as applicable) for any costs that arise which would otherwise have been met had such insurance cover been taken out.

8. Complaints: We do our very best to ensure that your holiday arrangements go according to plan. However, if you have a complaint arising out of what we have agreed to provide for you, please let us know at the earliest opportunity, if necessary by calling our UK office from wherever you may be. If a problem arises during your holiday, it is important that you advise the supplier and/or our representative at the earliest opportunity who will endeavour to put things right. We reserve the right to do all that is reasonably possible to resolve any problems that may arise during your holiday within 24 hours of your notification without your rights to compensation. If your complaint cannot be resolved locally you should advise us within 28 days of the incident, in writing, giving your original booking reference number and all other relevant information. Your letter will be given prompt attention. If you fail to follow this simple procedure, we cannot accept responsibility, as we would have been deprived of the opportunity to investigate the matter and hopefully rectify any problems.

9. Applicable Law: This contract between us and these booking conditions are governed by and construed in accordance with English Law. Both parties agree to submit to the exclusive jurisdiction of the Courts of England, Scotland and Wales.

10. Where Sunscape act as an agent for another ATOL holder providing a flight inclusive holiday financial protection is provided under the tour operators own ATOL. Full booking conditions of the principle holiday operator will be sent to you with our confirmation invoice.