



Kick Alp – Booking Terms and Conditions

The following Booking Conditions form the basis of your contract with Kick Ski Limited, trading as Kick Alp. Please read them carefully as they set out our respective rights and obligations. Except as stated in clause , these Booking Conditions only apply to holiday 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 "holiday", "booking", "contract" or "arrangements" mean such holiday arrangements except as stated in clause . In these Booking Conditions, 'you' means all persons named on the booking (including anyone who is added or substituted at a later date), "We" or "us" means Kick Ski Limited, "brochure" means Kick Alp's on-line website, www.kickalp.co.uk.

1. YOUR BOOKING

To make a booking, you must complete our booking form, either on-line or via a telephone call to Kick Alp or one of our authorised agents. All bookings are subject to our booking conditions. The party leader must be at least 18 and must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking. The party leader is responsible for making all payments due to us. Once we have received your booking form and all appropriate payments, we will, subject to availability, confirm your holiday by issuing a confirmation letter. This letter will be sent to you or your travel agent. Please check this letter 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 as it may not be possible to make changes later.

2. PAYMENT

In order to confirm your chosen holiday, a non-refundable deposit of 20% of the total holiday price must be paid at the time of booking. The balance of the holiday cost must be received by us not less than eight weeks prior to departure. This date will be shown on the confirmation letter. 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 depending on the date we reasonably treat your booking as cancelled. All monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until we issue our confirmation letter. After that point, your agent will hold the monies on our behalf.

3. YOUR CONTRACT

A binding contract between us comes into existence when we despatch our confirmation letter to the party leader or your travel agent. 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. We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) that cannot be resolved by reasonable endeavours by both parties must be dealt with by the Courts of England and Wales only unless, 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.

4. TRAVEL INSURANCE

It is a condition of this contract that you must have appropriate travel insurance, valid for the duration of your holiday. This insurance is to be provided at your own expense. It is your responsibility to ensure that the insurance you have in place provides sufficient cover in the event of a claim. We do not check alternative insurance policies. Kick Ski Limited will



carry no liability whatsoever in the event that your chosen insurance policy does not meet your requirements. Any disputes regarding your travel insurance and/or any subsequent claims will be subject to the terms and conditions agreed with your insurance provider at the time of purchase. The contract under which your travel insurance is provided is between you and your chosen insurance provider and Kick Alp shall not, either explicitly or implicitly, be held as a party to this contract.

Details of the policy we recommend are shown on Kick Alp's website. If you decide not to purchase this insurance, you must provide details of your alternative policy (insurer and policy number) to us upon request. If you fail to do so, we reserve the right to add the appropriate premiums for the personal travel insurance we offer to your confirmation letter. These premiums must be paid as soon as possible as cover will not be effective until we receive all applicable premiums in full. Please read your policy details carefully and take them with you on holiday.

5. THE COST OF YOUR HOLIDAY

The price of your chosen holiday will be confirmed at the time of booking. Once the price of your chosen holiday has been confirmed at the time of booking then, subject to the correction of errors, we will not increase it. No refunds can be made in the event of favourable exchange rate variations or decreases in costs. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

The above clause notwithstanding, we reserve the right to increase or decrease the prices of unsold holidays at any time.

6. CHANGES BY YOU

Should you wish to make any changes to your confirmed holiday, 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 £30 per person may, at our sole discretion, be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers.

7. CANCELLATION BY YOU

Should you or any member of your party need to cancel your chosen holiday 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. If the number of persons booked changes, Kick Alp reserves the right at its sole discretion to assign the party to alternative accommodation and/or to utilise unoccupied beds.

As we incur costs from the time we confirm your booking and may be unable to re-sell your holiday, the following cancellation charges will be payable:

Number of days before departure date that we receive written notice of cancellation	Cancellation charge (% of total)
More than 56	20% (= non-refundable deposit)
22 to 56 days	50% (or deposit if greater)
11 to 21 days	75% (or deposit if greater)
4 to 10 days	90% (or deposit if greater)
0 to 3 days	100% (or deposit if greater)

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 deposits, insurance premiums



and any amendment/cancellation charges which have already been incurred. Deposits, insurance premiums and amendment/cancellation charges are not refundable in the event of the person(s) to whom they apply cancelling. Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

If any member(s) of your party is/are prevented from travelling, the person(s) concerned will be able to transfer their place to someone else (introduced by you). All costs and charges incurred by us and/or incurred or imposed by any of our suppliers in connection with making the transfer together with an amendment fee of £30 must be paid before the transfer can be effected.

8. CHANGES AND CANCELLATION BY US

Occasionally, we have to make changes to, and correct errors in, the brochure and other details both before and after bookings have been confirmed and to cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

Occasionally, we have to make a 'significant change'. An example of a significant change includes a change, before departure, of accommodation or standard of service offered for the whole or a major part of the time you are away. All other changes are treated as 'minor' changes. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:

- a. (for significant changes) accepting the changed arrangements or
- b. purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper or
- c. cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed holiday. If we have to make a significant change or cancel before departure, we will pay you as a minimum and if appropriate the compensation set out below subject to the following exceptions.

Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable if we cancel as a result of your failure to make all payments due in full and on time.



In all cases, our liability for significant changes and cancellations is limited to offering you the above mentioned options and, where applicable, compensation payments. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. No compensation is payable for minor changes.

Very rarely, we may be forced by "force majeure" (see clause) to change or terminate your holiday after departure but before the scheduled end of your time away. 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. OUR LIABILITY TO YOU

(1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided 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 holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday 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, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), 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 holiday and which were unforeseeable or unavoidable or
- 'force majeure' as defined in clause below.

(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 another supplier agrees to provide for you where the services or facilities are not advertised in our brochure and we have not agreed to arrange them and any excursion you purchase in resort. Please also see clause "Excursions Activities and Brochure Information". In addition, regardless of any wording used by us on our website or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the



claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

(5) 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 £50 per person affected unless a lower limitation applies to your claim under this clause or clause (6) below. 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 three times the price (excluding insurance premiums credit card charges and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause (6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements arranged by us (including the process of getting on and/or off the transport concerned), the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the International Convention or Regulation which applies to the travel arrangements in question. Please note: Where a carrier would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider for the complaint or claim in question.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

(8) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

10.FORCE MAJEURE

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as more fully described in clause (1) above 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 war or threat of war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.



11. DELAY

We regret we cannot accept any liability for any delays which are beyond our control. Whilst you are under the care of any air, sea or rail carriers, responsibility for refreshments and accommodation in the event of a serious delay is the carrier's own. If you have purchased the insurance we offer, this provides benefits in the unlikely event of your departure being delayed by more than 12 hours.

12. COMPLAINTS AND PROBLEMS

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform our representative and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our representative and the supplier as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you should write to us within 28 days of the end of your holiday giving your booking reference and full details of your complaint. If you fail to follow the simple complaints procedure your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result. If you have a dispute with Kick Alp which we are unable to resolve, you may refer the matter to a court of law (see clause).

13. BEHAVIOUR

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 must be paid direct at the time to the accommodation owner or Kick Alp manager or other supplier. If you fail to do so, you will be responsible for meeting any claims (including legal costs) subsequently made against us 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 holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. 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. MISSING AND DAMAGED ITEMS

Unless otherwise notified to the contrary by us, all items in our accommodation, such as, but not limited to, furniture, bedding, linen, crockery, cutlery, electrical, media and computer-related items are provided solely for your use during your holiday and remain at all times the property of Kick Ski Limited. Such items must be returned to Kick Alp at the end of your stay in the same condition as which they were initially provided to you. With the exception of reasonable wear and tear and accidental damage to these items, Kick Alp reserves the right to charge for any missing and/or damaged items, including any and all costs associated with their repair and/or replacement. In the event that missing items are discovered after your stay, we will contact you to request their immediate return. Any costs associated with the return of the items will be paid by you. Should the items not be returned within 4 weeks of our request, we shall, without further consultation, regard the items as having been taken without our permission and, subject to the applicable law, reserve the right to take whatever recovery and/or compensatory action we deem appropriate.



15. SPECIAL REQUESTS AND MEDICAL PROBLEMS

If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot promise that any request will be complied with unless we have specifically confirmed this in writing. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation letter or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. If you or any member of your party has any medical problem or disability which may affect your holiday, please tell us before you confirm your booking. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline and/or cancel their reservation.

16. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

For the holidays featured on Kick Alp's website, British citizens currently need a full 10 year British passport for the duration of their holiday but no visa. Children under 16 years of age (including infants) who are not already on their parents' passport as well as children of 16 years or older will require their own passport. We advise that the passport be valid for 6 months after your return. Requirements may change and you must check the up to date position in good time before departure.

Information on health is contained in the Department of Health leaflet T6 (Health Advice for Travellers) available from your local Department of Health office and most Post Offices. For European holidays you should obtain a European Health Insurance Card (EHIC) prior to departure, (all forms issued prior to the EHIC are no longer valid). Further details can be obtained from the EHIC website, www.ehic.org.uk.

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation.

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. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

17. EXCURSIONS, ACTIVITIES AND BROCHURE INFORMATION

The information contained on our website is correct to the best of our knowledge at the time of publication. We may provide you with information (on our website and/or when you are on holiday) 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 nor controlled 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 and the acceptance of liability contained in clause of our booking conditions will not apply to them. 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 resorts/area you are visiting generally (except where this concerns the services which will form part of your contract) 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 mentioned in our brochure which are not part of our contract are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to resort/area information and/or such outside activities which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking. Where we make or take any booking in resort for or from you in respect of any activity or excursion available in resort we do so solely as booking agent. This is the case regardless of whether the activity or excursion is advertised or mentioned in resort, on our website or elsewhere. Your contract for any such activity or excursion will be with the supplier or operator of that activity or excursion. We have no liability for any such activity or excursion or for any act(s) or omission(s) of the supplier or operator or for any of its/their employees or agents or any other person(s) connected with the activity or excursion.

If we are found liable in any respect for any such activity or excursion (for example in our capacity as booking agent), that liability is limited to the cost of the particular activity or excursion concerned. We do not limit or exclude our liability for death or personal injury arising from our negligence.

18. CONDITIONS OF SUPPLIERS

Many of the services which make up your holiday 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, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from the supplier concerned.

19. SAFETY STANDARDS

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.