



DIVA SKI

TERMS AND CONDITIONS

1. Booking conditions

1.1 Please read these terms and conditions carefully.

These terms and conditions, together with the information on our website and any information we send to you following booking set out the terms of the contract between you, the holidaymaker ("you") and Diva Ski Limited ("Diva Ski" "we" or "us"). These Terms and conditions can also be viewed on our website www.divaski.co.uk (and may be amended from time to time).

1.2 Your contract will be governed by English law and any disputes will be dealt with in the courts of England and Wales. If you live in Northern Ireland or Scotland, the courts of Northern Ireland or Scotland (as appropriate), can deal with any disputes.

1.3 When we talk about your Holiday in these conditions, except where otherwise stated, we mean the accommodation, transport (excluding flights, which have to be booked by you) and other holiday services described by us in our website that you book in the UK with us.

2. Information and prices

2.1 We publish brochure and website information and, as far as we know, all information is correct at the time of publication. However, things may still change after publication and the prices displayed are indicative only. The charges which make up the total holiday price specified in our confirmation invoice are calculated on the basis of costs to the Company and ruling rates of exchange as of 30 September 2008. Diva Ski reserves the right to increase or decrease our prices at any time prior to booking and clients will be informed of the up to date price **at the time of booking.**

2.2 Our prices are based on exchange rates and assumptions made at the time of publication. In

the event of any significant change in exchange rates our prices may be increased or decreased up to 30 days prior to departure. Our prices will be amended by the same proportion as the relevant exchange-rate adjustment. For instance if the value of sterling decreases by 10% against the Swiss Franc our prices will be increased by the same proportion and vice versa (unless we have already discharged the relevant costs). We will not increase or decrease prices by less than 2% at any time. Any increase in prices must be paid prior to the departure date and any price reduction will be refunded prior to departure.

2.3 Single travellers and large parties may be subject to additional 'single supplement' or 'multiple occupancy' charges.

2.4 We reserve the right to change the date of departure or conclusion of the Holiday and to modify any aspect of the Holiday, including the accommodation. If we need to change the accommodation we will ensure that replacement accommodation is of an equivalent standard. If we need to vary a key term of the holiday then you will be entitled to cancel your contract with us. Please note that changes to the accommodation will not amount to a change of a key term which allows you to cancel your booking.

3.3. How to book

3.3.1 All bookings should initially be made by completing the **enquiry form** provided, ensuring all compulsory fields have been completed before submission. Following receipt of the enquiry, Diva Ski will contact the enquirer and confirm availability. The Diva Ski team will be available to discuss all additional requirements and transport options as well as the facilities Verbier has to offer prior to confirmation. **Provisional bookings will be held for no longer than 48 hours.**

3.2 **A booking form** will be sent to you by email or by post whichever you prefer. **A signed booking form and deposit is required for confirmation.**

4. Your booking

4.1 The person who signs the booking form is the **'lead name'**. They must be over 18 years of age and are responsible for payment of the total booking price, including any subsequent cancellation or amendment charges that may be payable. They also agree to provide accurate and full information to the remainder of the travelling party in relation to the booking, including any changes thereto and confirm that all the other members of the party, including any that may be added at a later date, agree to be bound by these conditions, and all other information in the relevant brochure and on our website (as applicable).

5. Confirmation of bookings & payment

5.1 **Confirmation of bookings will require a 30% deposit with the signed and completed booking form**, with the balance due 8 weeks before departure. All major credit cards are accepted as well as cheque and bank transfer. We accept deposits by credit card with no charge, but will add 2% surcharge should you wish to pay the balance by Visa or Master Card and 2.5% for American Express. Should a booking be made within 8 weeks of departure, then the full amount will be required to secure the booking.

5.2 Once you have confirmed your booking via the booking form with the 30% deposit we will issue a **confirmation invoice** setting out the holiday details and price. **A contract will exist when we issue the confirmation invoice.** Please check the details on your invoice carefully. If you have any questions, or if any of the information set out on the invoice is not accurate, you must contact our reservations staff immediately. **Please pay particular attention to the date your final**

payment is due as we may cancel your Holiday if you do not make your final

payment on time. We have to book accommodation and other services in advance and we regret that if your Holiday is cancelled we will keep your deposit to cover our costs. If we extend the period for you to pay the final payment at your request, and you still fail to pay or cancel your booking, the cancellation charges will be increased in accordance with the scale and 'Exception' set out in the section entitled 'Cancellation by You'.

5.3 **Once your holiday is confirmed**, Diva Ski will forward a confidential form requesting more details about levels of skiing, goals, needs and fitness levels to help us prepare your personal schedule. You must complete this form, and we will not be responsible for any inaccurate or incomplete information supplied.

6. Special requests

6.1 If you have a special request for anything that is not included as part of your Holiday, please check when you book your Holiday and we will pass this information on to our suppliers. Our note of your request on your invoice confirms we have received your request. This **note does not** guarantee that we, or the relevant supplier, can meet your request. Where possible we or our suppliers will try to accommodate your request, but we cannot guarantee that any request will be met unless it is both noted on your invoice and **we also confirm the request separately in writing. We must emphasise that any verbal confirmation of a special request will not be binding on us.** We will not pay compensation for failing to meet any special request.

6.2 We seek, where possible, to accommodate any particular disability or access requirements you may have. If you do have any such requirements please call our booking staff.



6.3 You must be 18 years of age or over at the time of the Holiday booking if you want to travel without an adult accompanying you. If you are 16 or 17 when a booking is made, we will only allow you to travel without an adult if you can provide written authority in the form of a letter from your parent or legal guardian. A contract will exist between your parent or guardian and us. We may ask you to send us a photocopy of their passport showing their name and signature. We will not accept written permission from a parent or legal guardian unless we can check the signature. If you are under 16 at the time of the Holiday booking an adult of 18 years or over must accompany you.

7. Before you travel

7.1 **It is your responsibility to arrange and pay for your flights** (as this is not included in your Holiday). **You must also take out adequate travel insurance suitable for your needs before you travel.** We cannot be responsible for any costs you incur as a result of you failing to do so. For your own peace of mind the insurance should cover you if you have to cancel your arrangements, or for any emergencies that arise while you are away.

7.2 Please also ensure that you have taken out insurance that covers you for skiing and any other related winter sports that you are likely to participate in. You are strongly advised that your insurance should cover any medical costs. **Diva Ski reserves the right to refuse to accept bookings from clients who have not taken insurance out against holiday risks and we reserve the right at any time to inspect copies of your insurance documents.**

7.3 Any information or advice provided by us in relation to permits, visas, climate, clothing, baggage and special equipment, is given in good faith but without any responsibility whatsoever

on our part. You accept responsibility for obtaining all necessary travel information and documentation required for the tour **in particular you must ensure that you have all necessary visas and travel documentation before departure.**

8. Suppliers' conditions

8.1 Our third party suppliers have their own booking conditions, and you will be bound by these in relation to the services provided by that supplier. Our suppliers' conditions will also apply to your contract with us in relation to those services, and in the event of any conflict between the suppliers' conditions and our conditions, the suppliers' conditions will prevail, save to the extent that any term in the suppliers' conditions is deemed to be invalid or unenforceable, in which event our conditions will prevail. **Some of our suppliers' conditions may limit or exclude liability on the part of the relevant supplier and, by virtue of their application to your contract with us, may also limit or exclude our liability to you, they may also be subject to international conventions. We will supply copies of the relevant conditions on request.**

9. Changes you make before the commencement of your Holiday

9.1 If you want to change your Holiday arrangements in any way, we will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time. Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made.

9.2 If you are unable to attend a holiday you have booked with us you will be entitled to transfer your booking to another person, provided that

you let us know at least 30 days prior to departure and provided also that the replacement holidaymaker meets all of the requirements for the booking. Any transfers will be subject to an administration charge of £50.

10. Cancellation by you

10.1 You are entitled to cancel your contract with us (subject to the terms set out below). The lead name on the booking must give notice to cancel in writing and the charges shown below apply from the date we receive the notice at our offices.

10.2 **You will have to pay our cancellation charges in order to cover our expected losses from the cancellation of your booking as set out in the scale of cancellation charges below. These charges will be payable if you or any member of your party cancels your booking.**

10.3 If any member of your party cancels and you are unable to fill that person's place, you may have to pay additional supplements for your accommodation. For example, you may have to pay single or under occupancy supplements. If you do cancel, you must still pay any insurance premiums or administration or amendment charges which arose before the cancellation, and any deposits paid for any pre-booked items or services will be forfeit.

10.4 By booking a holiday with us you accept that our cancellation charges are a reasonable estimate of the losses we would suffer in the event of cancellation.

10.5 The cancellation charges are as follows:

56-29 days	50% cost of holiday
28-22 days	70% cost of holiday
21-8 days	90% cost of holiday
7 days or fewer	100% cost of holiday

11. Circumstances beyond our control

11.1 Whilst we will do our utmost to provide you with the Holiday that you have booked, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility for any losses you may suffer or for cancellation by us which is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or due to an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled.

12. Cancellation by us

12.1 We can cancel your Holiday and any other holiday we operate. If we have to cancel a Holiday for any particular reason, we will tell you as soon as reasonably possible. In these circumstances, we will, if we are able to do so, offer you an alternative Holiday of equivalent or closely similar standard and price at no extra cost, or a less expensive Holiday, in which case we will refund the difference in price. If you do not wish to take the alternative we offer you, you can choose another offered for sale by us and pay, or receive a full refund of, any price difference. Or, if you prefer, you can receive a full refund of any money you have paid to us, except for any amendment charges. We will not cancel your Holiday within 8

Notice of Cancellation Prior to Departure	Compensation charge
More than 56 days	Loss of deposit



weeks of departure unless we are forced to do so because of unusual circumstances outside of our control which we could not have foreseen and where we could not have avoided cancellation even after taking all reasonable care. No compensation will be payable in these circumstances and we will only have to offer you the above choices only. We can also cancel this contract if you fail to make payment for your booking on time in which case you will not be entitled to any refund of your deposit.

13 Our liability to you

13.1 We agree on our own behalf and on behalf of our suppliers to take reasonable skill and care in arranging your holiday and in providing services to you. If we or our suppliers comply with any applicable legal or regulatory requirements then this will amount to proper performance of our obligations. You must show that reasonable skill and care has not been taken if you wish to make any claim.

13.2 **We will not be liable for any damage to your property while you are on Holiday (whether arising as a result of our negligence or otherwise) nor will we be liable for any indirect, special or consequential losses such as lost opportunity, lost reputation or lost earnings.**

13.3 We accept liability for death or personal injury arising as a result of our negligence or the negligence of our suppliers (subject always to clauses 13.1 and 13.5).

13.4 In the event that we are liable due to your Holiday being not as described in the information supplied to you or on our website we will pay you reasonable compensation. However, the maximum we will pay you in any circumstances is twice the price of the Holiday. This maximum will be payable only in circumstances where every aspect of your Holiday has gone wrong and you

have not received any benefit from your Holiday **in any other circumstances (save in respect of death or personal injury under clause 13.3) our liability under this contract will be limited to the price of the holiday.** Any sums received by you from suppliers will be deducted from any sum paid to you as compensation by us.

13.5 We will not be liable to you to the extent that any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers because it is either attributable to you, or attributable to someone unconnected with the Holiday and is unforeseeable or unavoidable; or because the failure is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or due to an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled.

13.6 If any international convention applies to or governs any of the services or facilities included in your Holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these

conventions or any other international conventions applicable to your Holiday.

13.7 You are obliged to assist us in recovering from any third party any sum which may compensate us for any sums we pay you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our legal liability to pay you compensation. You must also provide us with all assistance we may reasonably require. Finally, you must follow the procedures for the notification of complaints set out in the clause below entitled "If You Have a Complaint".

13.8 Should you become ill while on Holiday, you must, in addition to reporting your illness to our Holiday representative, consult a local doctor and also consult your GP upon your return to the UK. Should you then wish to make a claim against us as a result of that illness, you must provide us with details of both the local doctor whom you saw and your own GP, together with written authority for us to obtain a medical report from both those doctors.

13.9 Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your Holiday.

13.10 You acknowledge that by the very nature of skiing holidays, they are more physically challenging and demanding and you will be subject to a higher risk of injury. You accept have booked the holiday after giving due consideration to these risks and you therefore accept the inherent and increased dangers and risks associated with the proposed holiday and the accompanying risk of injury, death or property damage or loss.

13.11 If you or any member of your party suffers during your Holiday any difficulty through misadventure as a result of any activity which does not form part of your contracted Holiday arrangements, we will offer you prompt assistance. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £1,000 per booking and is subject to you notifying us that you require such assistance within 30 days of the incident. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

14. Your responsibility

14.1 We want all our customers to have an enjoyable, carefree Holiday. But you must remember that you are responsible for your actions and the effect they may have on others. If we, or another person in authority, believe:

(a) your actions could upset, annoy or disturb other customers, our suppliers or our own staff, or put them in any risk or danger, or damage property; or

(b) you are unfit to travel;
We may end your Holiday and terminate your contract. You and your travelling party will be prevented from using your booked accommodation and any other arrangements forming part of your booking and we will not be liable for any refund, compensation or any other costs you have to pay. Alternatively at our discretion, you may be permitted to continue with your Holiday but may have additional terms of condition imposed upon you.

14.2 In addition to the above and the effect your actions may have on others, you must particularly also bear in mind that you are



responsible for your safety, and that you are responsible for the condition of the property you occupy.

- 14.3 We expect that you will enjoy your holiday with us. We appreciate that you may well drink alcohol as part of your enjoyment. You must, however, do so responsibly and we will have no liability to you for any injury, loss or damage you suffer as a result of your judgment being impaired wholly or partly by alcohol. We will hold you and the members of your travelling party jointly and individually liable for any damage to the accommodation, furniture, apparatus or other materials located within the accommodation, together with any legal costs we incur in pursuing a claim. It is your duty to report any breakages, defects or damage to an appropriate person immediately.

15. Damage

- 15.1 The client agrees not to cause damage to the chalet or any of the chalet equipment. Diva Ski will be entitled to recover the cost of any damage caused or outstanding monies owed by any member of the group. **The client agrees to pay for any damage caused to the chalet or Diva Ski equipment and for any outstanding payments by means of the credit card details given on the booking form.**

16. Data Protection

- 16.1 To comply with the Data Protection Act we would like to advise you that in order to provide you with the products or services you require, the personal information you supply to us will be passed to relevant trusted partners or suppliers. This may involve sending your details to countries that do not have an equal level of privacy legislation to that in the UK. Your details may also be used for improving our customer

service, analysis and occasionally, for the prevention of crime.

17. If you have a Complaint

- 17.1 We aim to provide the best Holiday possible. However, if you are not satisfied please complain as soon as possible to your Holiday representative and we will do everything reasonably possible to sort the problem out.
- 17.2 When you get back home, if you feel that you need to make a formal complaint send a letter to our offices in the UK, within 28 days of returning home. If you have special needs that prevent you from writing to us, then, where possible, we will accept details of your complaint over the telephone. We would point out that failure to follow the above procedures during your Holiday, and/or failure to complain within 28 days of your return, may reduce or extinguish any rights you have to claim compensation from us, or from any relevant supplier. Any such rights will be reduced or extinguished if, had you followed the above procedures during your Holiday, you or we could have taken steps to reduce any loss or damage suffered or entirely prevented it from being suffered.

It is difficult and sometimes impossible to properly investigate a complaint if we are not told about it reasonably quickly once the Holiday is over. Your right to claim compensation may also be reduced or extinguished, should any delay in your complaint being notified during or after your Holiday, prevent us from carrying out a proper investigation.

18. Financial Protection

- 18.1 We are currently waiting for our application for membership of the Travel Trust Association (TTA) to be approved.

19. Weather Conditions

- 19.1 Diva Ski shall not be responsible for any loss, delay or costs connected with adverse weather conditions.

20. Check in and check out times

- 20.1 Check in is not before 4pm check out is not later than 10am unless by prior arrangement and agreed in writing.

Diva Ski Ltd , registered office: 6668094

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If you have any further questions please call +442087486995

www.divaski.com