

Snow Chateaux Booking Conditions

The following Booking Conditions form the basis of your contract with Snowchateaux Ltd 21 Bunhill Row, London EC1Y 8LP, Company number 05788405. 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.

Except where otherwise stated, 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 “package”, “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 SnowChateaux Ltd.

Please note our responsibilities for your booking depends on whether or not you book a package holiday: If you book a package holiday through us, once your package holiday has been confirmed (by the issue of our confirmation invoice) you will have a contract with us for that package holiday. We will accept responsibility for the package holiday in accordance with these booking conditions as an “organiser” under the Package Travel, Package Holidays and Package Tours Regulations 1992.

A “package holiday” is a combination of at least two out of the following:

- (a) transport
- (b) accommodation; or
- (c) other tourist services not ancillary to any transport or accommodation and forming a significant part of the arrangements;

where the arrangements making up this combination are booked through us at the same time at an inclusive price and which last at least 24 hours or include overnight accommodation. Accommodation only bookings or accommodation and transport bookings where the items are priced separately on your confirmation invoice will not constitute a package holiday.

Please note that if you book arrangements which do not constitute a package holiday and we have issued our confirmation invoice in respect of those arrangements, any additional arrangements you subsequently book will be treated as a separate booking. The additional arrangements will not operate to convert your original booking into a package holiday even where, had those additional arrangements been booked at the same time as the original arrangements, a package holiday would have been booked.

1. Making your booking

The first named person on the booking (“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. 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. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within ten days of our sending it out. We will do our best to rectify any mistake notified to us outside this time limit but you must meet any costs involved in doing so.

If you wish to, you may contact us by e-mail for any of the reasons mentioned in these Booking Conditions (for example, to request an amendment) providing you do so to customerservices@snowchateaux.com

2. Payment

In order to confirm your chosen arrangements, a deposit of £150.00 per person (or full payment if booking within 12 weeks of arrival) must be paid at the time of booking.

The balance of the cost of your chosen arrangements must be received by us not less than 12 weeks prior to departure. This date will be shown on the confirmation invoice. Please note we do not send reminders. If we do not receive all payments due (including any surcharge where applicable) 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 (and whether or not involving any personal injury) must be dealt with under the ABTA dispute resolution scheme (if the scheme is available for the claim in question and you wish to use it – see clause 13) or 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 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 holiday

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

The prices advertised were calculated on 12th April 2016 on the basis of then known costs and exchange rates of £1 to €1.25 as shown in the Financial Times Guide to World Currencies on 12th April 2016

We reserve the right to increase/decrease and correct errors in advertised prices at any time before your chosen arrangements are confirmed to you. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

5. Special requests and medical conditions / disabilities

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 guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice 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. For your own protection, you should obtain confirmation in writing that a special request will be complied with (where it is possible to give this) where it is important to you.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you or any member of your party has any medical condition or disability which may affect your stay 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 stay 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 reservation 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 arrangements, 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 £30.00 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 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 holiday price where, for example, the basis on which the price of the original arrangements were 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 not less than 14 days before departure. 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 together with an amendment fee of £30.00 must be paid before the transfer can be effected. Any overdue balance payment must also be received.

7. Cancellation by you

Should you or any member(s) of your party need to cancel your arrangements once they have 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 unless we notify you prior to booking of a different amount (this may be the case where your arrangements includes, for example, flights). Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable excluding amendment charges. Deposits and amendment charges are not refundable in the event of cancellation.

| Period before departure within which written notification of cancellation is received by us | Cancellation charge |
|--|----------------------------|
| More than 84 days | Loss of deposit |
| 43 to 84 days | 30% |
| 29 to 42 days | 50% |
| 15 to 28 days | 70% |
| 0 to 14 days | 100% |

Cancellation charges for holidays which include any of the following – scheduled flights, flights which we have purchased on your behalf, transfers, any other pre-booked services – may incur additional cancellation charges which could be up to 100% of the cost we have incurred. Check with our Customer Services department for full costs.

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.

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. Insurance

You must have adequate travel insurance for your chosen holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. Please read your policy details carefully and take them with you. We do not check insurance policies.

9. Changes and cancellation by us

Occasionally, we have to make changes to and correct errors in advertisements 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.

For package holidays (please see above for the definition of a package holiday):

Most changes are minor. Occasionally, we have to make a “significant change”. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your holiday. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time of 12 or more hours, a change of UK departure point to one which is more inconvenient for you (a change from one London airport to another will not be a significant change – London airports are Heathrow, Gatwick, Luton and Stansted) and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether.

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.

If we have to make a significant change or cancel we will as a minimum, where compensation is appropriate, pay you the compensation payments set out in the table below depending on the circumstances and when the significant change or cancellation is notified to you 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 and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one. A change of flight time of less than 12 hours, airline (except as specified in clause 20 “Flights”), type of aircraft (if advised) or destination airport will all be treated as minor changes.

| Period before departure a significant change or cancellation is notified to you | Compensation per person |
|--|--------------------------------|
| More than 100 days | Nil |
| 71 – 100 days | £20 |
| 29 – 70 days | £30 |
| 15 – 28 days | £40 |
| 14 days or less | £50 |

Please also see clause 21 “Delay and Denied Boarding Regulations”.

Very rarely, we may be forced by "force majeure" (see clause 10) 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.

10. 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 actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, avalanche, fire and all similar events outside our control.

11. Our Liability to you

For arrangements which do not constitute a package holiday (for the definition of a package holiday please see above): Our obligation to you is limited to making sure that we use reasonable skill and care in making your booking and arranging your arrangements, as well as using reasonable skill and care in choosing the suppliers concerned.

Please note, in addition we do not accept responsibility for any other services you may book. This includes, for example, any additional services or facilities which your accommodation provider or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort. Please also see clause 16.

For all 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 the price of the booking (excluding amendment charges) paid by or on behalf of the person(s) affected in total.

For package holidays:

(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 10 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 your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort. Please also see clause 16 "Excursions, activities and general area information". In addition, regardless of any wording used by us on our website, in

any advertising material 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 applicable standards 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 were provided in compliance with the applicable local laws and standards, 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 standards 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 holidaymaker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 11(1). We do not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(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 £500.00 per person affected unless a lower limitation applies to your claim under this clause or clause 11(6) below. You must ensure you have appropriate travel insurance to protect your personal belongings. 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 unless a lower limitation applies to your claim under clause 11 (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 (including the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which compensation will be payable) will be limited as if we were the carrier in question as referred to below. 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 you under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention for international travel by sea (as amended by the 2002 protocol where applicable) and COTIF, the Convention on International Travel by Rail). 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 carrier for the claim in question. Copies of the applicable international conventions and regulations are available from us on request.

For all booking:

(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 including self employed loss of earnings.

12. Complaints and problems

In the unlikely event that you have any reason to complain or experience any problems with your arrangements whilst away, you must immediately inform our local representative or agent (if we have one) and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our representative/agent and the supplier as soon as possible. If we do not have or you cannot contact our local representative or agent and any complaint or problem is not resolved to your satisfaction by the supplier, you must contact us in the UK using the contact details we have provided you with during your stay, giving us full details and a contact number. 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 of your return to the UK 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. If you fail to follow this 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.

13. Arbitration

Disputes arising out of, or in connection with your booking which cannot be amicably settled may be referred to the ABTA scheme of dispute resolution if you so wish which is a special scheme arranged by ABTA Ltd and administered independently. The scheme provides for a simple and inexpensive method of dispute resolution and, if required, arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com). 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. 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 £1,500 on the amount the arbitrator can award per person in respect of this element. Your application for arbitration and other required documents must be received by ABTA within 18 months of your return from the arrangements in question. Outside this time limit arbitration under the scheme may still be available if we agree, although the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA mediation procedure and we have the option to agree to this.

14. 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 direct to the arrangement's owner or manager or other supplier or to us 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. You should ensure you have appropriate travel insurance to protect you if this situation arises.

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 arrangements of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the arrangements in question. We will have no further responsibility toward such person(s). No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

15. Conditions of suppliers.

Your arrangements are provided by an independent supplier. The supplier provide your arrangements in accordance with its 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 and of the international conventions are available on request from ourselves or the supplier concerned.

16. Excursions, activities and general area information

We may provide you with information (before your arrival and/or when you are on your 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. If we do assist you with booking any arrangements we do so only as your agent and accordingly 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 will take place as these services are not under our control. If you feel that any of the activities or excursions referred to on our website and in our other advertising material and 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.

17. Passports, visas and health requirements

British citizens and passport holders require a passport valid for the duration of their stay and no visa is required. Requirements may change and you must check the up to date position in good time before departure. 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, our recommendation is that you should apply for one at least 6 weeks before your stay. 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 <http://travelhealthpro.org.uk/>. Information on health abroad is also available on www.nhs.uk/Livewell/Travelhealth. As of April 2015 we are not aware of any compulsory health requirements applicable to British citizens taking any of the arrangements featured by us. You should obtain an EHIC (European Health Insurance Card) prior to departure from www.ehic.org.uk. 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 departure to ensure that you have met the necessary requirements and have the applicable information.

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before arrival. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry into any country due to failure on your part to carry all required documentation. 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.

18. Foreign Office Advice

The Foreign and Commonwealth Office publishes regularly updated travel information on its website www.gov.uk/foreign-travel-advice which you are recommended to consult before booking and in good time before your arrival on your holiday.

19. Financial Security and ABTA membership

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 10946. When you buy an ATOL protected flight or flight inclusive holiday* from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the

alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent or your credit card issuer where applicable. You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

*The flights and flight- inclusive holidays we arrange are ATOL protected providing they are made available in the UK. For further information visit the ATOL website at www.atol.org.uk.

We are a member of ABTA (ABTA number Y6154). ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint (see clause 13), contact ABTA at 30 Park Street, London, SE1 9EQ or see www.abta.com

20. Flights

In accordance with EU Directive (EC) No 2111/2005, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm.

We are required to advise you of the actual carrier(s) (or, if the actual 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 shall inform you of the identity of the actual 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.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 9 "Changes and cancellation by us" will apply. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs.

Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

21. Delay and Denied Boarding Regulations

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline concerned may however provide refreshments etc. We cannot accept liability for any delay which is due to any of the reasons set out in clause 11(2) of these Booking Conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements.

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules you may complain to the Civil Aviation Authority on 020 7453 6888 or by e-mail to passengercomplaints@caa.co.uk or see www.caa.co.uk – Referring Your Complaint to the CAA .

22. 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.

23. Safety standards

Please note as a general rule, the safety standards in the countries in which we operate will not be the same as the UK and may sometimes be lower.

24. Data Protection

For the purposes of the Data Protection Act 1998, we, SnowChateaux Ltd t/a snowchateaux are a data controller. This privacy policy sets out how we collect and use the personal information ("personal data") you provide us with directly or through use of our website. This privacy policy may be amended or added to from time to time. The latest version will appear on our website. We will only process personal data as set out in this privacy policy (as amended or added to) or otherwise notified to or agreed by you or as we are otherwise permitted to do in accordance with the Data Protection Act 1998.

In order to process your booking, or respond to an enquiry, we need to collect personal data from you. As referred to below, our website uses "cookies" which will also collect personal data. Depending on what's required, the personal data we collect may include names and contact details, credit/ debit card or other payment information and special requirements such as those relating to any disability or medical condition which may affect holiday arrangements and any dietary restrictions which may disclose your religious beliefs ("sensitive personal data"). All references in this privacy policy to personal data include sensitive personal data unless otherwise stated.

Appropriate personal data will be passed on to the relevant suppliers of your arrangements and any other third party (including banks and/or credit card issuers) who need to know it so that your holiday can be provided. The information may also be provided to government / public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. On occasions, we may use other companies to provide services on our behalf, such as mailing brochures and marketing material. We only provide third parties with the personal data they require in order to deliver their services. Other than in relation to government / public authorities (over whom we have no control), we will take appropriate steps which are intended to ensure that anyone to whom we pass your personal data for any reason agrees to keep it secure, only uses it for the purposes of providing their services and does not collect any personal data from you in the course performing their services. If we cannot pass personal data to the relevant suppliers or any other third party as applicable, whether in the EEA or not, we

will be unable to fulfil your booking. In making your booking, you consent to personal data being passed on to the relevant suppliers and other third parties.

Your personal data may be stored, used and otherwise processed within the UK and/or any other country(ies) of the European Economic Area (EEA). EEA countries are all member states of the European Union together with Norway, Iceland and Liechtenstein. We may also store, use or otherwise process personal data outside the EEA. Data protection laws may not be as strong outside the EEA as they are in the EEA. Personal data will not be transferred to a country outside the EEA unless (1) the country to which it is transferred is one which the European Commission considers to provide an adequate level of data protection or (2) the personal data is transferred to a United States company which has signed up to the Safe Harbour scheme or (3) the personal data is transferred to a company which is required by our contract with them only to deal with the data in accordance with our instructions and to maintain appropriate security to protect the personal data which we are satisfied they have or (4) we are obliged to provide the personal data to a government / public authority in order to provide your holiday.

We would also like to store and use your personal data for future marketing purposes (for example, sending you marketing material) unless you have told us that you do not wish us to do so. All personal data you give us (including sensitive personal data) will be kept but we will use only names and contact details for marketing purposes. If you wish to opt out of marketing communications, please email us at customerservices@snowchateaux.com

In common with most websites, our website uses cookies. A 'cookie' is a small data file which our website server stores on your computer in order to collect information about your visit and to remember you when you visit again at a later date. The main purpose of a cookie is to identify users and to personalise their visit by customising web pages for their use. We may also use third parties who will collect non personally identifiable data (such as the IP address of a user's computer) to analyse site visits and carry out other similar activities. In the course of doing so, they may place their own cookies on your computer so that they can collect information about your visit. You may if you wish disable or delete such cookies through your internet browser. However, doing so may mean you will be unable to access our website or parts of it, your experience of our website may be adversely affected and/or you may not receive information which is relevant to your personal interests.

We take appropriate technical and organisational measures which are intended to prevent unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data.

You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. We promise to respond to your request within 40 days of receiving your written request and fee. In certain limited circumstances we are entitled to refuse your request.

If you believe that any of your personal data which we are processing is inaccurate or incorrect please contact us immediately customerservices@snowchateaux.com

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