



**SKI ASTONS  
BOOKING FORM**

**Please complete in BLOCK CAPITALS**

PARTY LEADERS NAME: \_\_\_\_\_

SCHOOL NAME: \_\_\_\_\_

SCHOOL ADDRESS: \_\_\_\_\_

POSTCODE: \_\_\_\_\_

DAYTIME TELEPHONE NUMBER: \_\_\_\_\_

PARTY LEADERS MOBILE NUMBER: \_\_\_\_\_

PARTY LEADERS EMAIL ADDRESS: \_\_\_\_\_

BEST CONTACT HOURS: \_\_\_\_\_

PARTY LEADERS HOME ADDRESS: \_\_\_\_\_

HOME TELEPHONE NUMBER: \_\_\_\_\_

**COMPOSITION OF PARTY:**

	NUMBER
BOYS	_____
GIRLS	_____
ADULTS	_____
STAFF	_____
TOTAL	_____

**TOUR DETAILS**

RESORT: \_\_\_\_\_

HOTEL: \_\_\_\_\_

DEPARTURE DATE: \_\_\_\_\_

RETURN DATE: \_\_\_\_\_

DEPARTURE POINT: \_\_\_\_\_

ARRIVING BACK: \_\_\_\_\_

NO. OF DAYS: \_\_\_\_\_

**SKI TUITION (please tick box)**

2hrs per day local ski school

4hrs per day local ski school

4 hrs per day Astons tuition

**REMARKS OR SPECIAL REQUESTS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I the undersigned party organiser, have on behalf of my colleagues, read and do agree to be bound by the Conditions of Booking as accompanying this booking form. I now enclose deposits for \_\_\_\_\_ paying members of any party by cheque, bankers/money/postal order for a total of £\_\_\_\_\_

Signed on behalf of the above party:

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SKI ASTONS, THE CHALET, CLERKENLEAP, BROOMHALL, WORCESTER WR5 3HR**  
TEL: 01905 388070 / 01905 829200 FAX: 01905 820815  
EMAIL: info@skiastons.co.uk WEBSITE: www.skiastons.co.uk



**SKI ASTONS**

**Booking Conditions  
&  
Booking Form**

## 1. MAKING A BOOKING

All bookings are made with Ultima Tours Limited (the company) trading as Ski Astons, the holder of Air Travel Organisers Licence (ATOL) No. 2643 and ABTA Licence No. V6078. This contract is subject to English Law and jurisdiction. An explanation of items we use in these conditions is contained in Condition 11.

## 2. PAYMENTS

An initial deposit of £100.00 per paying passenger shall be paid to Ski Astons before a booking is considered firm (airlines may require a higher deposit). No contract shall exist until Ski Astons have acknowledged receipt of a signed booking form with appropriate deposits and confirmed acceptance in writing. Full payment less any deposits prepaid must reach us not less than 8 weeks prior to departure. If the balance is not paid in time, we reserve the right to cancel your travel arrangements and the deposit will be retained. The person signing the booking form shall be deemed to have the authority of each member of the party or of the parents or legal guardians of persons under 18 years of age to sign on their behalf that they are to be bound by these conditions of booking.

## 3. TOUR PRICES

We reserve the right to alter the prices of any of the tours shown in our brochure/quotes. You will be advised of the current price of the tour that you wish to book before your contract is confirmed. The price of your holiday is subject to surcharge on the following items: dues, taxes, transportation costs, currency fluctuations and Governmental action. Even in this case, we shall absorb an amount equal to 2% of the holiday price, which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be levied and where this is payable there will be an administration charge of £1 per person. If this means paying 10% of the holiday price, you will be entitled to cancel your holiday with us with a full refund of all money paid, except for any premium paid to us for holiday insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the final invoice. As we have to absorb some increases in costs we can give no refunds should exchange rates improve.

## 4. FINANCIAL PROTECTION

When you buy a package tour that doesn't include a flight, protection is provided by a bond held by ABTA. For further information visit [www.abta.com](http://www.abta.com)

When you buy an ATOL protected flight or flight inclusive package 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 suitable alternative) In some cases, where neither we nor the supplier aren't able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the 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.

## 5. CANCELLATIONS

Cancellation by you:

If the whole of the tour is cancelled we shall retain all deposits paid and we reserve the right to make the percentage cancellation charges set out below:

If individual members of the party cancel before the final payment is due any deposits paid will be charged as the cancellation fee except if there is a replacement for such member. If any member of the party cancels after the final payment is due and no substitute is immediately available or in the event of our exercising our right under the first paragraph of this Condition the following scale of cancellation charges will be made, the times being calculated from the departure date:

Notice received by us	% of total sum
70 to 35 days	60%
34 to 15 days	80%
14 days or less	100%

If a cancellation brings the number in the party below the minimum number for qualifying for the discount in the price or concessions for accompanying adults the tour price and concessions will be adjusted accordingly. To be effective cancellations must be made in writing, signed by the party leader and received by us. Our insurance cover protects you against unavoidable withdrawals for medical reasons.

Cancellations by us:

All holidays operate subject to a minimum number of participants, and we reserve the right to cancel your tour prior to date on which payment of the balance of the price becomes due. For reasons of force majeure we reserve the right to cancel your tour at any time prior to departure but in that event we shall offer you the choice of any alternative holiday of at least comparable standard, if available, or a full refund within 14 days of your notifying decision to do so.

If, except for reasons of force majeure, we cancel your tour on or after the date when payment of the balance of the tour price is due we shall, in addition to your right to choose between the alternative of a comparable holiday or a refund, pay you the following compensation based on the length of the time before the departure date for your tour:

56 - 15 days	£5 per paying passenger
14 days - departure	£10 per paying passenger

Notwithstanding the above, if you fail to pay the final balance by the due date we may cancel your tour without any liability whatsoever to you. In such circumstances we shall normally retain all deposits paid and we reserve the right to make the percentage cancellation charges set out above.

## 6. TRAVEL TICKETS AND VOUCHERS

These are valid from the advantage period of the tour and for the route specified and no refund whatsoever will be made for unendorsed or expired tickets, coupons or vouchers which are lost, mislaid or unused by the party. Refunds will not be made if tickets are not used over the route for which they are valid.

## 7. SUPERVISION OF THE PARTY

Adults accompanying the party agree to being entirely responsible for good discipline and behaviour throughout the tour and undertake to supervise the party adequately, ensuring that at least one responsible adult will be on active duty at all times. The adults warrant that (a) local laws relating to the consumption of alcohol beverages shall be complied with; (b) no members of the party under 18 years of age shall be permitted to consume alcoholic beverages unless prior written consent from the parent or guardian of that member has been produced and, in any case, such consumption shall not be to excess; (c) no member of the party will be permitted to smoke in the hotel bedroom or otherwise cause any fire hazards.

## 8. ALTERATIONS AND AMENDMENTS

Those made by you:

If you want to make any alterations to the details of your booking that we have confirmed, we shall do our best to meet your request but it may not always be possible. Any request for changes must be made in writing from the person who made the booking and any costs incurred in making the alteration are payable. If this would involve a major alteration to the confirmed arrangements such as a change in departure date or accommodation we may be liable for cancellation charges on your behalf and because of this we must reserve the right to treat the original booking as cancelled by you and to make cancellation charges as shown above in Condition 5. Please be advised that costs increase closer to departure dates and therefore notification of required changes should be made as soon as possible. Alterations made within 14 days of departure are also liable to an administration fee of £25 per alteration in addition to costs incurred. Note certain travel arrangements (eg Apex tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangement.

Those made by us:

All bookings are accepted subject to transportation and hotel accommodation being available. The itineraries, tour timetables and other arrangements appearing in our brochure are published in good faith but we reserve the right to alter or amend a tour and our position is as follows:

Except for reasons of force majeure we shall not make material alteration to a previously confirmed tour less than 14 days prior to the date of travel. We reserve the right to make a material alteration to a previously confirmed tour for any reason whatsoever prior to the date on which payment of the balance of the price becomes due and for any reason of force majeure at any time prior to departure, but if we do we shall inform you without delay and shall offer you the choice of either accepting the alteration or of cancelling the tour and receiving a full refund within 14 days of receiving your notification of cancellation. If, except for reasons of force majeure, we make a material change in arrangements on or after the date on which the balance of the price becomes due we shall, in addition to your right to choose between the alternative of a comparable holiday or a refund, pay you for the following compensation based on the length of time between the cancellation and the departure date for your tour.

56 - 15 days	£5 per paying passenger
14 days - departure	£10 per paying passenger

Delays in departure caused by mechanical or technical problems shall be deemed not to be a material alteration.

## 9. COMPLAINTS AND ARBITRATION

As a member of ABTA we are obliged to maintain a high standard of service to you by ABTA's Code of conduct. In the unlikely event of your having a complaint during your tour, please inform the relevant supplier of the service and our resort representative immediately, who will endeavour to put things right. If your complaint is not resolved locally please contact the Ski Astons office immediately. A written report will be requested which must be submitted within 28 days of your return home. If you fail to follow this simple procedure we cannot accept responsibility as we have been deprived of the opportunity to investigate and rectify the problem whilst in resort and this may affect your rights under this contract.

Disputes arising out of or in connection with this contract that cannot be amicably settled may (if the customer so requests in writing) be referred to arbitration under a special Scheme, which, though devised by arrangements with the Association of British Travel Agents is administered quite independently by the Chartered Institute of Arbitrators. The Scheme (details of which will be supplied on request) provide for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. The Scheme does not apply to claims over £1,500 per person or £7,500 per booking form or to those, which are solely, or mainly in respect of physical injury or illness or the consequences of such injury or illness.The rules of the Scheme provide that the application for arbitration must be made within nine months of the holiday return date but, in special circumstances, it may be offered outside this period.

## 10. LIABILITY

Ski Astons accepts responsibility should the services which it is obliged to provide, prove deficient or not of a reasonable standard, including the acts or omissions of its employees, agents, sub-contractors and suppliers or the servants and/or agents of the same except that, apart from as stated in the last sentence of this paragraph, Ski Astons does not accept liability for death, bodily injury or illness. We will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of travel arrangements and where the failure is unforeseeable or unavoidable, or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Ski Astons accepts responsibility for the negligent acts or omissions of its employees or agents, and its suppliers and sub-contractors and the servants and/or agents of the suppliers and sub-contractors whilst acting within the scope or in the course of their employment. Our liability in all cases shall be limited to a maximum of twice the cost of the holiday except for injury, illness or death. Should any payment be made to you or any member of the party by us in any of the circumstances referred to in this Condition we reserve the right to claim in your place against the person(s) or organisation(s) responsible for causing death, injury or illness. This means that you agree to assign that part of your rights to us and we shall be subrogated to those rights. Notwithstanding the above, in respect of carriage by air and sea our obligations and liabilities are limited in the manner provided by the relevant international conventions. Ski Astons will ensure that general assistance is afforded to clients who, through misadventure, suffer illness, personal injury or death during a period of their holiday arising out of an activity that does not form part of a foreign inclusive holiday or an excursion offered through us. Where legal action is undertaken by you with our prior agreement we shall meet the initial legal costs associated with the action provided you request such assistance within 90 days from the date of the misadventure. Our liability for the aggregate of the costs referred to in this paragraph will not exceed £5,000 per booking form and, in the event of there being a successful claim for costs against a third party or there being suitable insurance policy/ies in force, costs actually incurred by us shall be recoverable from you. Any claims under this Condition shall, in respect of both liability and quantum, fall within the jurisdiction of the courts of England. Ski Astons operate a 24 hour back up service giving you every assistance whilst on tour. Insurance for interruption of transport service has been included in your tour costs. Passengers who are delayed at the outward or homeward point of departure for up to 12 hours will be assisted where possible by Ski Astons, who will make alternative arrangements for any contracted service missed as a result of the delay. For delays of more than 12 hours, alternative arrangements will be made, but Ski Astons would expect the party to cover the cost of services provided and reclaim the appropriate compensation under Section 8 of our inclusive insurance. If Ski Astons become aware of any noise of building works, which may seriously impair the enjoyment of the holiday; Ski Astons will notify the client and offer an alternative holiday or the right to cancel without penalty.

## 11. BROCHURE

The company has taken the greatest care in the planning and production of the brochure to give an accurate picture of hotels, travel and other facilities available, but, if any information appears which the company believes will improve or affect the tour, we shall inform the party leader accordingly. The airlines and types of aircraft, which are likely to be used on the holidays in this brochure, are not however definite at the time of printing and we cannot give you any firm information about them. Please note that in accordance with Air Navigation Orders, an infant must be under 2 years of age on the date of their return flight, to qualify for infants' status.

## 12. DEFINITIONS

For the purpose of these Conditions, definitions are as follows:

Force majeure: means circumstances where performances and/or prompt performance of the Contract is prevented by reason of war or threat of war, civil strife, industrial dispute (as defined below), terrorist activity, natural or nuclear disaster, fire or adverse weather conditions. Industrial Dispute: means a dispute between a person (other than us) supplying services comprised in a tour and

(a) employees and/or

(b)any other person whose services affect the performance of the tour which we cannot reasonably be expected to overcome by substituting comparable alternative arrangements.

## 13. CONDITIONS OF BOOKING

The conditions on which bookings are accepted as set out in paragraphs 1 to 12 above are agreed to by the responsible party leader and these conditions ONLY are those which Ski Astons recognise as binding upon them. The signature of the Party Leader on Ski Astons official booking form implies acceptance of the above conditions on behalf of all members of party.

## 14. INSURANCE

Ski Astons are pleased to provide you with extensive insurance cover arranged through travel insurance specialists **Fogg Travel Insurance Services Ltd**, underwritten by **Union Reiseversicherung AG**, and who are both authorised and regulated by the Financial Services Authority (FSA)..

The insurance package that we have specially arranged with **Fogg Travel** includes cover for those activities organised by Ski Astons as shown within the brochure. You will find that many other non-specialist insurance covers normally do not cover all activities that are available with Ski Astons.

With this special insurance package you will receive the Fogg Travel *Medi-card* - this card gives immediate confirmation of cover to doctors, rescue services. This means that the majority of services will bill Fogg's direct and all you will need to pay is the Excess amount.

Ski Astons consider it essential to have insurance before embarking on your holiday - in fact we consider it so important that we shall not accept your booking if you are not insured.

A full copy of the insurance certificate will be sent with your confirmation of booking. It is essential that you read the insurance certificate. If for any reason it is not suitable for you, you may return it for a full refund, provided you return it within 14 days of receipt and you have not travelled or have made a claim.

### TRAVEL INSURANCE – IMPORTANT NOTICE

Under the Association of British Insurers General Business Code of Practice we have to bring to your attention some of the important features of your travel insurance policy.

**Insurance Policy** This contains full details of the cover provided plus the conditions and exclusions which apply to it. You must read the insurance policy carefully.

**Conditions and Exclusions** There are conditions and exclusions which apply to individual sections and general conditions, exclusions and warranties which apply to the whole policy.

**Health** If you, or any other person on whom the travel plans depend, have ever had treatment for any heart or circulatory condition, a stroke or high blood pressure, any breathing condition (including asthma), any type of cancer, any type of diabetes, any psychological condition, any existing injury or other serious or re-occurring medical condition, any condition requiring long term prescribed medication or if you are receiving or awaiting investigation for any medical condition you must the Medical Referral Helpline (details can be found on the insurance certificate) to see if additional cover is available. Insurers reserve the right to impose terms. You will receive confirmation in writing of their decision.

Please note: If you are travelling as part of a school party group you need only phone Travelers Healthcheck in respect to your health condition if you are over 16 travelling anywhere, or you are under 16 and in full time school education travelling outside Europe.

All conditions for any other person on whom the travel plans must be referred to the medical referral helpline.

**Any changes to health through injury or illness that occur after booking and prior to departure must be reported to the insurance company via the medical referral line to ensure policy conditions are not affected in the event of an arising claim.**

**Property Claims** These are settled on an indemnity basis - not on a ñew for oldö or replacement cost basis.

**Policy Limits** Most sections of the policy have limits on the amount the insurer will pay under that section. Some sections also include inner limits e.g.: for any one item, or for valuables in total.

**Policy Excesses** Claims under most sections of the policy will be subject to an excess. Where there is an excess, you will be responsible for paying the first part of the claim.

**Reasonable Care** You are required to take all reasonable care to protect yourself and your property and to act as though you are not insured.

**Telling Us about Relevant Facts** You must tell Insurers or ourselves before you travel about anything, which may affect your cover. This information must be complete and accurate. If you are not sure whether something is relevant, you should tell us anyway. You should keep a record of any information you give us. If you do not tell Insurers about something that may be relevant, your cover may be refused and Insurers may not cover any related claims.

**Complaints** The Insurance policy includes a Complaints Procedure, which tells you what steps you can take, if you wish to make a complaint.

**Hazardous Holiday Activities** The policy may not cover you when you take part in certain hazardous activities e.g.: paragliding. If uncertain, please contact Ski Astons.

**Law** The contract will be subject to English Law unless otherwise agreed.

**A brief summary of the cover is provided in the key facts sheet attached.**

**Please ensure that all passengers receive a copy of the key facts summary document and have access to the full policy document**

**PLEASE ENSURE YOU READ YOUR**

**INSURANCE POLICY CAREFULLY.**