

## **TRAVEL BESPOKE BOOKING CONDITIONS**

These terms and conditions (referred to throughout as "**Booking Conditions**") govern the relationship between you and Travel Bespoke Ltd, trading as Ski Bespoke (whose registered address is 1 South Street, Chichester, West Sussex, PO19 1EH) when you buy travel services from Travel Bespoke Ltd. Travel Bespoke Ltd is referred to in these Booking Conditions as "us", "we" or "our". Where the context permits references to "you" and "your" in these Booking Conditions will include you and all persons travelling on your booking.

For the avoidance of doubt no agents or third party organisations acting on our behalf are able to amend or change these Booking Conditions or your contract with us.

By contacting us and/or your travel agent, to make a booking you agree and confirm that you have the authority to bind all members of your party to these Booking Conditions.

You should note that your booking is also subject to the conditions of carriage of any airline that may be involved with your booking.

For the avoidance of doubt a binding contract between you and us only comes into existence when we issue a confirmation invoice ("**Confirmation Invoice**") to you (as per clause 1.1.2 below).

### **1. BOOKING YOUR HOLIDAY**

- 1.1.1 Our aim is to provide exactly the right holiday to suit your requirements. Please call +44 (0)1243 200 202 or email: sales@skibespoke.com and we will tailor make an itinerary for you and provide you with a price per person. In order to maintain our customer services standard and to assist with the on-going training of our staff we may record or monitor our telephone conversations or emails with you.
- 1.1.2 To secure your booking, you should complete and sign the quotation that will have been sent to you by one of our specialists together with the required deposit (see clause 2 below for full details). On signing and returning the quotation this becomes your booking form ("**Booking Form**"). On receipt of your Booking Form and cleared payment of the deposit or full payment (as necessary and explained in clause 2.1.6 below) we will book your arrangements and issue a Confirmation Invoice. When you send us the Booking Form you are confirming that you understand these Booking Conditions and have accepted them on behalf of yourself and all members of your party.
- 1.1.3 It is important for you to check the details on the Confirmation Invoice as soon as you get it. In the event of any discrepancy please contact us immediately.

### **2. DEPOSIT AND PAYMENT**

#### **2.1 PAYMENT & DEPOSIT**

- 2.1.1 The date for full payment for your booking will be set out in the quotation or as advised by us. If full payment is not received in clear funds on the date required travel documentation will not be issued to you and we reserve the right to treat your booking as cancelled and apply the cancellation charge set out below in clause 3.2, interest and other charges may also accrue in accordance with clause 7.
- 2.1.2 Payment must be in the currency of the invoice and you are responsible for bank charges. Payment can be made by cheque, by bank transfer or by most major credit and debit cards in favour of "Ski Bespoke". If you choose to pay the deposit or balance of your holiday by credit card a 2.5% levy will be charged, by debit card a 1.75% will be charged. If you choose to pay by bank transfer please notify us and we shall provide you with our bank details to make payment.
- 2.1.3 If for any reason we do not accept your booking your deposit or full payment will be returned.
- 2.1.4 All money paid to a travel agent will be held by the agent on our behalf.
- 2.1.5 We require a deposit of £250 or 20% per person (or such other amount as may be advised by us). If you are booking within 10 weeks of departure then full payment is required.
- 2.1.6 In some cases quotations will be based on instant purchase, limited availability non refundable airfares and full payment of the total holiday cost must be made at the time of booking. Full details will be given at the time of enquiry and referred to on the quotation.

#### **2.2 PRICES & SURCHARGES**

- 2.2.1 All prices advertised or quoted are per person based on sharing a twin/double room and are in pounds sterling unless otherwise shown and are subject to change, up or down, until the booking has been confirmed by us as concluded (we are likely to only confirm the booking as concluded on receipt of full payment by you).
- 2.2.2 Once the booking has been concluded we will only increase the price in very limited circumstances to reflect increases in transportation costs (including fuel and airfares), dues, government approved taxes (including VAT), both in the UK and overseas, fees chargeable for services (including landing taxes and embarkation and disembarkation and security fees at airports), Government action or exchange rate variation. If the surcharge would increase the cost of your holiday by 10% or more, you may cancel your holiday and receive a full refund (except any amount you have paid to us for insurance premiums). We will absorb, and you will not be charged, for any increase equivalent to up to 2% of the original price of your holiday (excluding insurance premiums and amendment fees). No surcharges will be made within 30 days of departure.

### **3. AMENDMENTS AND CANCELLATION**

We will do our best to assist you in altering your arrangements after your booking has been confirmed but we cannot guarantee this will be possible. If alterations can be made you will be responsible for all extra charges and costs and we reserve the right to charge a £50 administration fee per amendment plus any applicable charges levied by our suppliers. We also reserve the right to treat any amendment less than 10 weeks prior to departure as a cancellation and apply the cancellation charges set out in clause 3.2 below.

### 3.1 AMENDMENTS BY YOU

- 3.1.1 If you are unavoidably prevented from taking your holiday, by reason of for example illness, jury service, redundancy, unavoidable work commitments or the death or serious illness of a close family member, it may (in our absolute discretion) be possible to transfer your booking to a person acceptable to us (but it should be noted that some suppliers, including airlines consider any change of name as a cancellation, thereby attracting cancellation fees of up to the full value of the service), provided that your replacement agrees to be bound by these Booking Conditions.
- 3.1.2 You, as transferor of the holiday, and the transferee shall be jointly and severally liable us for payment of the balance due, together with all additional charges of whatever sort imposed by the suppliers providing the component parts of your holiday.

### 3.2 CANCELLATION

- 3.2.1 All cancellations must be made in writing (and writing includes email), signed by the signatory of the Booking Form and sent to us at: Ski Bespoke, 1 South Street, Chichester, West Sussex, PO19 1EH or sales@skibespoke.com and are effective on the day we receive it. As we incur substantial costs and losses on a cancellation, we will apply the following cancellation charges subject to clauses 3.2.2 to 3.2.4:

Days before departure	
Prior to 70 days	we retain the deposit
70 – 42 days	we retain 30% of the full purchase price
41 – 28 days	we retain 70% of the full purchase price
27 – 10 days	we retain 90% of the full purchase price
Less than 10 days before departure	we retain 100% of the full purchase price

- 3.2.2 The charges above are in addition to the non-refundable elements of the booking which we may have booked on your behalf and we have notified to you ("**Non-Refundables**"). If we are able to recover any payments made on Non-Refundables we will refund such payments to you subject to a reasonable administration fee.
- 3.2.3 **In certain cases the suppliers of the transport, accommodation and other components making up your holiday may often charge a higher cancellation fee regardless of the above-mentioned timeframes. Therefore you may be charged a higher amount than detailed under clause 3.2.1. It is therefore important to enquire for details at the time of booking and cancellation. We would strongly recommend that you take out appropriate travel insurance which provides cover against loss of deposit or cancellation fees. For avoidance of doubt, the cancellation charge payable by you will be the higher of the charges stated at clause 3.2.1 or those of the suppliers of the transport, accommodation and other components making up your holiday.**
- 3.2.4 Refunds will only be paid to you once we have received the funds back from the suppliers. Generally flight tickets cannot be refunded if they are partially used. We are not responsible for a supplier's failure to pay a refund.

### 3.3 AMENDMENTS BY US

- 3.3.1 It is occasionally necessary for us to make changes to advertised products and services and we reserve the right to make such changes. In exceptional circumstances we may have to modify your holiday after booking. If the change is minor we will do our best to notify you in advance but are not obliged to do so and no compensation is payable.
- 3.3.2 If the change is material (for example, a change of flight time by more than 12 hours, change of destination or to a lower standard of accommodation), we will notify you as soon as practically possible and offer you the choice of: (i) accepting the alternative arrangements; or (ii) arranging an alternative holiday with us; or (iii) cancelling your holiday, whichever option you choose we will pay you compensation in line with the following table unless the change has been caused by an event of Force Majeure (as explained in clause 5.2 below):

Days before departure	Compensation per person
43 or more	Nil
42-29	£30
28-15	£40
14-0	£50
7 days or less before departure	£60

### 3.4 CANCELLATION BY US

Whilst we hope we will never have to cancel your holiday this does very occasionally happen and we reserve the right to do so. Should it be necessary to cancel your holiday we will endeavour to offer alternative travel arrangements of equivalent or similar standards, together with a price refund if appropriate. Alternatively we will provide a full and prompt refund of monies paid. The compensation payments in clause 3.3 above will apply to cancellations by us.

### 3.5 RE-BOOKING FOLLOWING A CANCELLATION

Should you wish to cancel a holiday and re-book an alternative this will be subject to the cancellation terms within these Booking Conditions. We may (in our absolute discretion) transfer some or all of any monies already paid by you towards the alternative booking. If the alternative booking requires a greater deposit than has already been paid then the balance between what is required as a deposit and any deposits already paid becomes immediately due and payable.

### 3.6 CHANGES DURING YOUR HOLIDAY

If we are unable to provide a significant proportion of your holiday whilst you are away, suitable alternative arrangements will be made for you at no extra cost or, alternatively, you will be returned to your point of departure and given a pro-rata refund for any part of the holiday not received. This does not apply to minor changes in your accommodation, itinerary or transportation.

#### **4. MISCELLANEOUS PROVISIONS**

##### **4.1 AIRLINES AND OTHER SUPPLIERS**

As between you and the suppliers of the transport, accommodation and other components making up your holiday, the conditions of the supplier will apply. These conditions may be subject to international Conventions which limit and/or restrict the suppliers' liability. Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports, and will also be available from your airline. Reimbursement in these cases is the responsibility of the airline and will not automatically entitle you to refund of your holiday costs from us. If your airline does not acknowledge your rights, you should make a complaint to the Air Transport Users' Council on [www.auc.org.uk](http://www.auc.org.uk).

Transport timings are provided by the carrier concerned and are subject to such matters as weather conditions, maintenance requirements, or the ability of passengers to check-in on time, and in the case of flights, to air traffic control restrictions. Accordingly, the times of flights and other forms of transport are estimates only and cannot be guaranteed.

##### **4.2 AIRLINE/AIRPORT DELAYS**

We use the scheduled services of the world's major international airlines. These are rarely subject to lengthy delays. In the unlikely event that this does happen, arrangements for meals, overnight accommodation, etc. should be met by the airline. Conditions of carriage are available on request. Where a long flight results in lost holiday time, no refunds are given by hotels for unused accommodation, as rooms are held for delayed arrivals and not re-let.

##### **4.3 PASSENGER NAMES**

All airlines now require the full name of all passengers travelling. We will therefore ask you at the time of booking to confirm the numbers of members in your party and to provide us with the first forename (as shown in each passport) as well as the title and surname of each member.

##### **4.4 MEALS**

All pre-booked meals will be on a B&B or table d'hôte basis, as stated on your Confirmation Invoice. Supplements can apply for à la carte items or restaurants.

##### **4.5 SPECIAL REQUESTS**

Whilst we will endeavour to comply with any special requests such as airline seating, dietary needs and room requirements, we can only do so on a "goodwill" basis. As these are usually only provided at the discretion of the relevant supplier, we cannot guarantee availability and cannot be held responsible if they are not provided. The provision of any special request does not constitute a term of your contract with us unless and until we have confirmed in writing that your special request will be met.

##### **4.6 EXCURSIONS AND ACTIVITIES**

We are only responsible for excursions and activities sold by us and which form part of your contract with us. Any excursions and activities organised by you are undertaken at your own risk.

#### **5. OUR LIABILITY TO YOU (THIS IS A PARTICULARLY IMPORTANT CLAUSE)**

##### **5.1 LIMITATION OF LIABILITY**

5.1.1 We try to take care to ensure that everyone involved in the preparation and supply of your holiday maintain the highest standards. Our obligations to you are to take reasonable skill and care to arrange for the provision of your holiday. You must show that reasonable skill and care has not been used if you wish to make any claim against us. Please remember that the appropriate standards will be those prevalent in your destination which may not be the same as developed international standards. When assessing whether we have taken reasonable skill and care it will be judged on compliance with local standards and regulations.

5.1.2 Nothing in these Booking Conditions shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

5.1.3 Subject to clause 5.1.2 above, we will have no liability to you for any claim where:

- (d) there is an event of Force Majeure (please refer to clause 5.2 below);
- (e) you or any member of your group is at fault;
- (f) the fault lies with someone else not connected with providing the services which forms part of our holiday contract with you;
- (g) the claim is due to any unusual or unexpected circumstances beyond our control, which we could not have avoided even if we had used all reasonable care possible or the failure is due to any event which we or the supplier of any service could not help, expect or prevent.

5.1.4 We may have limited or no liability to you where you are killed, injured or become ill as a result of carriage by aircraft, ship, train or coach organised by us. Our liability in this respect will be limited in accordance with the liability of the carrier and or service and limited under any international convention that governs such services. We are to be regarded as having all benefit of any limitation of compensation contained in any international convention.

5.1.5 In all cases (subject to clause 5.1.2) our liability to you is to be limited to no more than twice the holiday price of the person affected.

5.1.6 Any acceptance of liability under these Booking Conditions is subject to the following:

- (h) you agree to assign to us any rights you may have against any third party responsible for the events leading to your claim;
- (i) you will assist us and our insurers as far as reasonable possible in pursuing that claim against that third party;
- (j) any payment we make to you may be limited in accordance with international conventions.

## **5.2 FORCE MAJEURE**

Compensation will not be payable in any cases where an amendment, change or cancellation is due to an event of "force majeure", being unusual or unforeseeable events or circumstances beyond our control, the consequences of which neither we nor our suppliers could avoid. These include, but are not limited to, war, threat of war, riot, civil disturbance or strife, terrorist activity (actual or threatened), industrial disputes, technical or maintenance problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, flood, drought, adverse weather conditions, levels of water in rivers, acts of God, closure of airports, changes of schedules or operational decisions of transport providers.

## **6. YOUR RESPONSIBILITIES**

### **6.1 PASSPORTS, VISAS AND OTHER ESSENTIAL DOCUMENTATION**

- 6.1.1 It is your responsibility to ensure that all necessary passports are machine readable. You should also ensure that all necessary visas, international driving licences, vaccinations and other health documents are in order. All passports must have a validity of at least six months from your scheduled return date to the UK. You will generally need clear/clean pages for visas, as required, to be inserted.
- 6.1.2 You must read all documentation that is supplied to you and ensure that all information contained within is correct. Failure to do so may incur amendment charges which are your responsibility.
- 6.1.3 Some countries and airlines now require additional passenger information ("**API**"). We will inform you which countries require this information. This information is compulsory and is required by authorities. It is essential that all clients provide the API prior to travelling. Failure to provide this information may result in you being denied boarding for your flight. No refund will be permitted and any additional costs will be borne by you.
- 6.1.4 If you are travelling to or via the USA you are now required to apply for the visa waiver program ("**VWP**") by using the Electronic System for Travel Authorisation ("**ESTA**"). This is a web based system and each passenger travelling to the USA (or via the USA) is required to apply for authority to travel at least 72 hours before departure. Travelling without authority may result in you being denied boarding for your flight or entry to the country. We highly recommend applying for the ESTA as soon as possible. To apply please visit <https://esta.cbp.dhs.gov>
- 6.1.5 On receipt of any documentation from us or our agents you must ensure that you check the details (such as names, flight departure times etc) on the correspondence and contact us if you have any queries or concerns. This is particularly important when you receive the flight tickets together with other information concerning your holiday (this is be approximately 10-14 days before departure) as the flight times, using the 24-hour clock system, may have been adjusted since you received your Confirmation Invoice.

### **6.2 COMPLAINTS**

Most problems can be sorted out straight away if we know about them. If you have a complaint you must report it immediately and directly to the immediate supplier (e.g. Hotel Manager), or the emergency contact numbers provided with your travel documents. If you fail to follow this procedure, this may affect your rights under these Booking Conditions as we have been deprived of the opportunity to investigate and rectify the problem. If the problem cannot be resolved locally and you wish to complain, full details must be received by us in writing within 28 days of your return.

### **6.3 BEHAVIOUR**

- 6.3.1 Most people go on holiday for enjoyment, so if in our reasonable opinion or in the opinion of any airline pilot, hotel manager, or other person of authority your behaviour is causing danger, damage to property or persistently affecting the enjoyment of others, we reserve the right to terminate your holiday. Should this happen no refund or compensation would be paid.
- 6.3.2 You are responsible for the costs of any damage to the accommodation and/or any extra charges incurred with our suppliers during your holiday. Should you fail to make such payment at the time the charges and/or costs are incurred, you will be liable to reimburse us for these and we will automatically debit your debit or credit card to the value instructed by the supplier for any such costs and/or charges.

### **6.4 INSURANCE**

- 6.4.1 It is a condition of booking that you have comprehensive travel insurance cover and that it is adequate for your needs. Your policy of insurance should provide cover for personal injury, death, medical and repatriation costs in countries which you intend to visit, together with cover for loss of baggage and valuables, personal liability, delay, cancellation, curtailment, missed departure and legal expenses. If you suffer from a disability or medical condition you should disclose this to insurers. For those who participate in sports and activities whilst on holiday that have been organised and arranged independently of us, it should be understood that participation is at the individual's own risk and it is your responsibility to obtain the relevant insurance. Note that special insurance may be required if you intend to undertake any dangerous sports activities. Please keep your insurance details with you whilst on holiday.
- 6.4.2 If you lose any personal items whilst on holiday, please obtain a written report from the police, to help with any insurance claim upon your return.

## **7. INTEREST & LEGAL COSTS**

- 7.1.1 In the event of any sum due by you not being paid on due date, such sum shall attract interest from the date the payment was due to the date the payment was actually received either at 4% per annum above the base lending rate of the Lloyds TSB plc or, at our sole discretion, at the rate of 8% per annum.
- 7.1.2 In the event of us instructing a solicitor to recover any unpaid sum due by you to us, you shall be liable to pay all costs and expenses incurred by us, including but not limited to all fees and expenses charged by our solicitor on an indemnity basis.

## **8. CONTACTING YOU**

- 8.1.1 If you arrange your holiday directly with us all correspondence and other communications will be sent to the address of the first person named on the Booking Form unless you specify otherwise. If you request correspondence through a business address, a residential address will also be required for emergency and security reasons.
- 8.1.2 If your booking is made through a travel agent, we will address all communication to that travel agent, who will act as agent for you in regard to all communications from us to you. All monies paid by you to a travel agent under or in contemplation of a booking with us will be held by the travel agent for us until such monies are forwarded to us.

## 9. CONTACTING US

- 9.1.1 If you need to contact us prior or after your holiday, for any reason, then please use the following methods:
- (k) By telephone: +44 (0)1243 200 202
  - (l) By email: sales@skibespoke.com
  - (m) By post: Ski Bespoke, 1 South Street, Chichester, West Sussex, PO19 1EH
- 9.1.2 If you need to contact us during your holiday then please refer to any contact details given as part of the holiday documentation prior to departure.

## 10. YOUR FINANCIAL PROTECTION & CONSUMER PROTECTION

- 10.1.1 When you buy a holiday package from us, The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from with us and ensure that your money is refunded or that you are repatriated in the unlikely event of our insolvency (for all UK citizens, except residents of the Channel Islands and the Isle of Man). We are holders of Civil Aviation Authority ATOL licence 10426, which will protect any holiday package including a flight, except for residents of the Channel Islands and the Isle of Man, as described above in this paragraph.
- 10.1.2 Further information on the protection afforded through ATOL can be found on the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).
- 10.1.3 You should note that not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking.**
- 10.1.4 "Your Financial Protection - 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."
- 10.1.5 "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 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)."
- 10.1.6 "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."

## 11. DATA PROTECTION

- 11.1.1 Information about you, including your names, contact details and any special needs, disabilities or dietary requirements is collected by us when you request information or make a booking with us.
- 11.1.2 You are responsible for ensuring that other members of your party are aware of these Booking Conditions and that they consent to you acting on their behalf in your dealings with us.
- 11.1.3 We may disclose this information to our service providers (who may be located outside the EU/EEA) for the purpose of providing you with your travel arrangements. Only information necessary for this purpose will be disclosed to them. In the case of air travel, it may be mandatory for us to disclose information for security and anti-terrorism purposes and any other purpose imposed on us by governments or airlines.
- 11.1.4 By returning to us the Booking Form you are giving us your consent to use and where appropriate disclose the information we may hold about you in line with this clause.

## 12. INFORMATION & ACCURACY

- 12.1.1 Whilst we make every effort to ensure that the information on our website and in any literature we may produce ("**our Literature**") is as accurate as possible, it is written many months before your holiday takes place. We must reserve the right to make changes to our Literature and any information it contains. You will be informed of any material changes at the time of booking, or if after booking as soon as possible. If we (in our absolute discretion) deem the changes to be material they will be dealt with in accordance with clause 3.3 above.
- 12.1.2 We are only responsible for information contained within our Literature. We have no control over the websites or literature belonging to third parties and we are specifically not responsible for third party information (from tourist boards and hotels for example) contained in any other websites or literature.

## 13. FOREIGN OFFICE ADVICE ON OVERSEAS TRAVEL

It is now assumed that British citizens are at risk of terrorism, be it in the UK or when travelling overseas. History has shown us these attacks can either be spontaneous or premeditated. For your guidance we suggest you visit the website of the Foreign Office on: [www.fco.gov.uk](http://www.fco.gov.uk) or tel: 020 7821 4090. The website is regularly updated and provides you with country-specific information, including advice on terrorism and general matters on health and safety.

## 14. JURISDICTION

These Booking Conditions and any contract formed between you and us are to be governed by English Law and are subject to the exclusive jurisdiction of the courts of England and Wales.