



### **Our Terms and Conditions**

Below are the terms and conditions on which the The Off-piste & Telemark Ski Company (O-pTSC) provide courses and tours, as fully described in their website and the 'Trip Details' specific to each course or tour. The O-pTSC is a trading name for John Eames whose address is the Off-piste & Telemark Ski Company, Ty'n y Mynydd, Groeslon, Waunfawr, Caernarfon, Gwynedd, LL55 4 SB, United Kingdom. We require you to confirm your agreement to these terms and conditions so please read these terms and conditions carefully and 'check' the appropriate box at the end of the on-line Booking Form.

### **Covid-19**

You acknowledge that you are choosing to travel at a time where you may be exposed to the COVID-19 virus. You also acknowledge that you must comply with all advice and guidance issued by relevant health authorities. We will take all reasonable steps to ensure your safety and may require you to follow additional safety protocols on your trip. We use information from government foreign departments and reports from local suppliers in assessing how your itinerary should operate.

**However, it is also your own responsibility to acquaint yourself with all relevant travel information, including applicable health risks, and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.**

To the fullest extent permitted by law, we accept no liability in relation to these additional risks. In the event that you do feel unwell whilst abroad, we ask that you comply with instructions given by the health authorities. For the latest advice please visit the FCO website. Please follow any government advice while you are in resort, too.

We advise that before booking, you check any travel restrictions that may be in place for your chosen destination. You can view this on the Foreign & Commonwealth Office website.

Currently, government policies across the globe in the light of Covid mean that and changes in travel and border regulations are likely and unpredictable. For example: changes in quarantine requirements for passengers returning to the UK; or lock down or quarantine obligations in the destination country or region may occur. Also, changes to entry requirements or the closing of borders at the destination country may be possible; or changes to FCO travel advice. Please note that whilst we will take reasonable steps to obtain refunds from our suppliers in any of these events, if we are unable to do so, we will not always be able to offer a refund or alternative travel. We are only obliged to offer a refund or alternative travel arrangements in the event that we are constrained to make a significant change or a cancellation. The situations above generally will not constitute us being so constrained. See our changes and cancellations clauses for full details. If you choose to cancel, cancellation charges will be payable but if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

### **Our Instructors and Leaders**

Some of the Services described in specific Trip Details will be provided to you by the O-pTSC and our Instructors and Leaders. All of our Instructors and Leaders are self-employed and are not under our direct control. We will endeavour to ensure that they have sufficient experience, qualification and training to assist us in providing the trip to you to the standards set out in the Trip Details.

### **Payment**

Full payment of the Price (less the balance of the Deposit) becomes due no later than 56 days prior to the date of commencement as described in the Trip Details and will be clearly set out in the Booking Confirmation. Interest shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% above the Bank of England base rate from time to time and shall accrue at such a rate after as well as before any judgment.

### **Deposit**

A non-refundable deposit specified in the Trip Details is payable at the time of your booking and your booking will not take effect until we have received the Deposit.

### **If you cancel**

If you have booked a trip as described in the Trip Details and you cancel with more than 56 days notice, then the TSC are entitled to retain your Deposit. This is to compensate the TSC for losses incurred as result of the



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cancellation including administrative costs incurred in seeking to mitigate its losses by re-offering and re-advertising the vacancy in the trip. This charge does not affect any other rights that the O-pTSC may have. If you cancel the O-pTSC can credit your Deposit towards an alternative course or tour booked within 90 days of the date of cancellation; your intention to do so should be stated at the time of cancellation. If you have booked the trip as described in the Trip Details and you cancel with less than 56 days notice then you are liable to pay the full Price (the balance due after paying the deposit as detailed in your Booking Confirmation/Statement). This is to compensate the O-pTSC for losses incurred as result of the cancellation including administrative costs incurred in seeking to mitigate its losses by reoffering and re-advertising the Trip Details. The O-pTSC may choose to refund monies that are for hotels, transfers or any other services, only if the O-pTSC is not liable to pay those providers because of the cancellation policies of those providers. This charge (the payment of the full price) does not affect any other rights that the TSC may have.

### **If we cancel**

We may have to cancel the services as described in the Trip Details but will use our best endeavours to avoid such cancellation less than 56 days prior to the commencement date as described in the Trip Details. If we cancel the course or tour as described in the Trip Details we will either offer you another scheduled course or tour without further charge to you or, if this is not possible, offer you a full refund of the Price and /or Deposit as appropriate. For avoidance of doubt the O-pTSC are not liable to you for any further losses or damage as a result of such a cancellation.

The O-pTSC may cancel or substantially change the services described in your Trip Details during the provision of the services. This will usually be at the request of one of our Instructors or Leaders on the grounds that your own acts or omissions are placing the other members of the group at risk or you are causing unreasonable disruption. In such circumstances the O-pTSC are entitled to retain all monies paid to us to compensate the O-pTSC for losses incurred as result. This charge does not affect any other rights that the O-pTSC may have. In such circumstances the TSC are not liable for any loss or damage you suffer as a result of the cancellation, for example, but not limited to, your additional costs for additional travel and accommodation.

### **Complaints & Disputes**

If you are unhappy with the Services we provide you should discuss any problems or issues directly with the instructor, leader or mountain guide, immediately during your ski course or tour. They will help rectify the problem as soon as possible if they can. Failure to speak with anyone during your stay could invalidate any complaint you may choose to make after your return. If you are still unsatisfied on your return please write direct to O-pTSC within 28 days of returning home. If you wish you may, at any time, take court proceedings. If so, you must do so within the courts of England and Wales. This contract is governed and construed by the law of England and Wales.

### **Contracts (Rights of Third Parties) Act 1999**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

### **Assignment**

You may not assign, sub-contract, or otherwise transfer any of your rights and obligations under this Agreement. This includes but is not limited to the resale of the Trip Details on auction websites such as Ebay. Please instead refer to the cancellation provisions in this Agreement.

### **Entire agreement**

This Agreement together with the Booking Form and the Trip Details is intended to be the sole and complete statement of the rights and obligations of the parties as to its subject matter and supersedes all previous oral and written representations, understandings, negotiations, arrangements, proposals and agreements relating to such subject matter. Any amendment to this Agreement must be in writing and signed by both parties.

### **The Trip Details**

The Trip Details will describe the services that we are providing you with. We shall endeavour to provide the Trip Details to you with all reasonable skill, care and diligence and in accordance with current legislation. By the nature of services provided under the Trip Details and in the interests of your own safety we cannot guarantee that the services provided under the Trip Details will be exactly as described and reserve the right



to reasonably amend the Trip Details not limited to but for example in the event of severe weather or dangerous snow conditions.

### **Price**

The price is described in the Trip Details. We accept payment by credit card, debit card, or bank transfer. The Trip Details sets out specifically what is included within the price and for the avoidance of any doubt you are responsible for any other costs.

The O-pTSC reserves the right to charge additional amounts in the event that it incurs further costs as a result of providing you the services specified in the Trip Details or (if necessary) any changes that need to be made to the Trip Details

The O-pTSC further reserves the right to charge additional amounts in the event that it incurs further costs as a result of fluctuations in the rate of currency exchange. The cost to the O-pTSC of materials or services purchased overseas for the purposes of providing the services in the Trip Details may be more or less than the cost anticipated at the date of this Agreement. We hope that such additional charges will not be necessary but in the event they are, you may cancel your booking without penalty if the surcharge amounts to more than 10% of the Price.

### **Health and Physical Ability**

On entering into this Agreement you warrant to the O-pTSC that you are in good overall physical and mental health. You must notify us in the Booking Form if there is anything you consider might affect you during the provision of services as described in the Trip Details. The O-pTSC reserve the right to cancel (pursuant to the above clause), refuse your booking or request that you leave the course or tour if it considers that you are not of the standard of health or fitness appropriate to the services as described in the Trip Details.

### **Insurance**

You must obtain appropriate travel and winter sports insurance from an insurer of repute to cover you for the duration of the course or tour as described in the Trip Details for (but not limited to) the risk of cancellation, personal injury, death, baggage. The Winter Sports element must include cover for skiing as appropriate to the activities described in the Trip Details, with cover for search and rescue, medical expenses, repatriation, etc.

### **Travel Documents**

You are responsible for ensuring that you have all necessary travel documents and permits. The O-pTSC accepts no liability for loss of damages arising in the event that you cannot travel and in such circumstances you will not be entitled to any refund of the Price or Deposit.

### **Limitation on our liability to you**

The O-pTSC has no liability to compensate you for any loss or damage (in the case of loss or damage other than loss or damages for death or personal injury).

### **Limitation and exclusion of liability for personal injury and death**

The services described in the Trip Details will take place in an open environment and are by their nature are not free from hazards. By entering into this Agreement you acknowledge that there is a risk of injury to your person or even death. The O-pTSC will compensate you for any loss or damage you may suffer (limited to the excess in your own insurance) if we fail to carry out duties imposed on us by law (including if we cause your death or personal injury to you by our negligence) but unless that failure is attributable:

- to your own fault;
- one of our Instructors or Leaders;
- a third party unconnected with the O-pTSC; or
- events which we could not have foreseen or forestalled even if we had taken all reasonable care.

### **Contacting each other**

If you wish to send O-pTSC any notice or letter then you should send it to:

The Off-piste & Telemark Ski Company,  
Ty'n y Mynydd  
Groeslon,



TELEMARK, NORDIC  
& ALPINE SKIING:  
COURSES & TOURS

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Waunfawr,  
Caernarfon  
Gwynedd,  
LL55 4SB  
United Kingdom

If we wish to send you a letter or notice we will use the address you have given in the Booking Form.

**Force Majeure**

If TSC has to cancel your course or tour as described in the Trip Details for reasons due to a 'Force Majeure' which means an event beyond either party's reasonable control including, without limitation, act of God, civil disorder, war or military operations (or the threat thereof), terrorism (or the threat thereof), national or local emergency, epidemic or pandemic (affecting the UK or destination country), acts or omissions of government, highway authority or other competent authority, industrial disputes of any kind (other than those involving company's staff, employees or contractors), fire, lightning, explosion, flood, subsidence, weather of exceptional severity and acts or omissions of persons for whom neither party is responsible which event is not foreseeable and could not have been reasonably avoided O-pTSC shall have no liability in respect of the performance of its obligations and will be entitled to retain any Payment received.

18/09/19