

TGM SNOWSPORTS LIMITED – TERMS & CONDITIONS OF BOOKING



1. Definitions and Interpretation

1.1 In these Conditions these words have the following meanings:-

"the Company"	TGM Snowsports Limited t/a TGM Snowsports, Ski TGM, TGM Holidays, TGM Travel Group
"the Contract"	any contract under which the Company provides Services to the Client
"the Client"	the individual, school, college, trust, body, company, firm or other party with whom the Company contracts
"the Holiday"	The Holiday or occasion to which the booking relates and in connection with which the Company is to provide the Services
"Services"	the whole or any part of the services which the Company is to supply in accordance with these Conditions
"the Specified Rate"	3% above Lloyds Bank base lending rate from time to time
"supply"	includes (but is not limited to) any supply under a contract for sale or for the provision of services

1.2 References to clauses are references to the clauses set out below

1.3 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time

1.4 References to the neuter gender include the masculine and feminine

2. Contract Terms

2.1 The Contract will only come into existence once the Company has received and accepted the Client's order in writing, by post, fax or email. Until acceptance the Company will not be under any obligation to the Client

2.2 The Contract will be subject to these Conditions. Except as provided in clause 2.3 a representative or agent of the Company does not have authority to agree any term or make any representation which is inconsistent with these Conditions or to enter into any contract except on the basis of them

2.3 Any term or representation inconsistent with these Conditions will only bind the Company if it is in writing and signed by one of its directors. The word 'unless otherwise agreed in writing by the Company' in these conditions means unless otherwise agreed in writing and signed by a director of the Company

2.4 Unless otherwise agreed in writing by the Company these Conditions will override any terms or conditions stipulated in or referred to by the Client in its order or pre-contract negotiations

2.5 Any description or specification contained in the Company's catalogues, samples, price lists or other advertising material is intended merely to present a general picture of the Services and will not form a representation or be part of the Contract

2.6 Where the Company has not acknowledged the Client's order in writing, these Conditions will apply to the Contract provided the Client has had prior notice of them

2.7 The Company reserves the right to correct any clerical or typographical errors made by its employees at any time

3. Prices

3.1 Unless otherwise agreed in writing by the Company the Company's quotations are provisional and may be altered at any time for any reason

3.2 All price quotes are exclusive of VAT and any other duties, taxes or charges payable in respect of the Services. The Client will pay these in addition if applicable

3.3 The Company reserves the right to adjust the total price of the Holiday and in particular to take account of Foreign Currency Exchange Rates, fuel surcharges and travel operators' surcharges. Payment of any increase will be made by the Client within seven days of invoice.

4. Payment

4.1 The Company will invoice the Client as follows:-

Booking Date	Deposit As a Percentage of Total Price	Balance to be paid As a Percentage of Total Price
<9 months prior to the Holiday	Variable as agreed	Variable as agreed
>9 months prior to the Holiday	Variable as agreed	Variable as agreed
6 - 3 months prior to Holiday	50%	50%
3 - 0 months prior to Holiday	100%	-

Time for payment will be 30 days from date of invoice unless otherwise stated. Time for payment is of the essence of the Contract. The Client will make payment in cash or cleared funds by the due date.

- 4.2 All monies paid to the Company are non-refundable, subject to Section 5 of this agreement. On commencement of contract the Company may enter into binding financial agreements with its various suppliers, on behalf of the client, in order to provide services to the client.
- 4.3 Without prejudice to any other rights of the Company interest will be payable on all overdue accounts at the Specified Rate
- 4.4 Non-payment on a due date will entitle the Company to demand payment of all outstanding balances whether due or not and/or cancel the Contract
- 4.5 The Client will not be entitled to withhold payment of any invoice by reason of any right of set-off or any claim or dispute with the Company
- 4.6 The Company will have the right to suspend performance of its obligations if it reasonably believes that the Client will not make payment in accordance with these Conditions

5. **Cancellation**

- 5.1 The Company may cancel the Contract if the Client:-
 - 5.1.1 fails to make any payment when it becomes due
 - 5.1.2 enters into any composition or arrangements with its creditors
 - 5.1.3 has a winding-up order made against it
 - 5.1.4 has an administrative receiver or administrator appointed
 - 5.1.5 passes a resolution for winding-up or a Court makes an order to that effect
 - 5.1.6 breaches any of these Conditions
- 5.2 Clause 5.1 is without prejudice to the Company's right to the full price for the Services. The Company will be entitled to damages for any consequential loss due to the determination of the Contract
- 5.3 The Company may cancel the Contract for any reason provided it gives at least eight weeks prior written notice to the Client. Subject to clauses 5.1, 5.2 and 8 the Company will refund any monies paid by the Client but will not be under any other liability whatsoever. For the avoidance of doubt this clause will not apply where the Company cancels the contract due to circumstances beyond its reasonable control
- 5.4 Cancellation by the Client will only be accepted at the discretion of the Company. Acceptance of the cancellation will only be binding on the Company if in writing and signed by a director or duly authorised official. The Company will be entitled to retain or demand the deposit payable in accordance with clause 4.1. In addition, any costs or expenses incurred by the company up to the date of cancellation and all loss or damage resulting from the cancellation in excess of the amount of the deposit will be paid by the Client

6. **Group Size**

- 6.1 A standard group size travelling by coach is 40 paying students and up to five complimentary accompanying adults. Should the total paying students be less than 40, the following supplements will be applied to each remaining paying passenger.

No. of full paying persons	39	38	37	36	35	34	33	32	31	30
Supplement p.p in £s	15	30	40	48	60	75	86	105	120	130

Additionally, if less than 38 paying students then the number of complimentary adult places will be reviewed and a charge may apply. Other group sizes will be treated pro-rata as per Clause 6.1. Individual agreements will apply to groups who fly or have smaller numbers at the outset. This will be stated in our booking confirmation letter. Groups who are flying and fail to reach final agreed numbers may be surcharged but each surcharge will be particular to the holiday.

7. **Liability**

- 7.1 The Company will not be liable for any loss or damage whatsoever if:-
 - 7.1.1 the time, date or venue of the Holiday is changed
 - 7.1.2 the Company is unable to provide the Services due to circumstances beyond its reasonable control
- 7.2 Where the Company contracts with third parties in order to provide facilities for the Client it is expressly agreed that the Company acts as agent for the Client. The Company will not have any liability in respect of any direct or consequential loss or damage arising out of or in connection with the provision of goods or services by such third parties
- 7.3 Any liability of the Company to the Client arising out of any breach of the Contract and/or the Company's negligence will be limited to the total Contract price. The Company shall have no further or other liability in respect of any direct or consequential loss or damage sustained by the Client. This Clause is without prejudice to any liability of the Company for death or personal injury arising out of the Company or its servants or agents negligence or wilful default

7.4 No term, condition, warranty or representation (whether express or implied by statute law custom or usage) as to the nature or quality of the Services or their conformity with any description is given by the Company or forms part of any Contract between the Company and the Client. If any legislation makes it unlawful to exclude or purport to exclude any term from the Contract, this Clause will not apply to that term. This provision will apply unless otherwise stated in these Conditions or unless otherwise agreed in writing by the Company

7.5 The Client shall indemnify the Company against all costs, expenses, actions, claims and demands whatsoever made by any person arising from any action, omission or representation by the Client or breach of these Conditions

8. Variation of Arrangements

8.1 Where the Holiday is cancelled or the date or the venue of the Holiday is changed the Company will use its reasonable endeavours to offer the Client an alternative Holiday date or venue (as the case may be) ('the Alternative'). If the Client accepts the Alternative the Company will be entitled to vary the total price to be charged. Any monies already paid by the Client will be taken into account against the new price. If the Client rejects the Alternative the Company will be entitled to treat the Contract as cancelled by the Client and clause 5.4 will apply

8.2 The Company will not be under any liability to the Client if it is unable to offer an Alternative. The Company will be entitled to claim any costs or expenses already incurred in connection with the Client's existing booking but will refund any other monies paid by the Client

9. Assignment

The Client shall not be entitled to assign or part with the benefit of this Contract but shall only use the Services for its own benefit and for members of its own party

10. General

10.1 These Conditions and the Contract are governed by English Law. All parties to the Contract agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales

10.2 The headings in these Conditions are inserted for convenience only. They are not to affect their interpretation or construction. The parties will submit to the jurisdiction of the English Court

10.3 If any provision of these Conditions becomes illegal or void for any reason, the validity of the remaining provisions shall not be affected

10.4 Failure by the Company to enforce strict compliance with these Conditions by the Client will not constitute a waiver of the Company's rights under any of the Conditions

11. Financial Protection

11.1 **TGM Snowsports is fully compliant with The European Package Travel Regulation (PTR)**

The company is a bonded member No Q5254 of The Travel Trust Association (TTA) which is the only travel network in the UK to guarantee 100% financial protection to the consumer, ensuring total consumer confidence. All client monies are paid into the TGM HOLIDAYS TTA Trustee account.

As the name suggests, this regulation applies to the sale of a package to a consumer. A package is a booking that involves two or more travel elements, for example a flight and a hotel, or a hotel and car hire. Any booking for a single item, for example a flight only booking, is not covered by the PTR. The regulation makes two demands on our business for package sales:

The company selling the package to a consumer must have guarantees in place that should the seller, or any of its suppliers cease to trade, the customer gets a refund or the holiday they purchased.

If the customer is on vacation at the time of the default, then the seller must guarantee customer repatriation.

Our membership can be confirmed here <http://traveltrust.co.uk/VerifyMember.aspx>