

Booking Conditions

Please read these Terms & Conditions carefully. They contain important information about your holiday contract.

1. CONTRACT AND FINANCIAL PROTECTION

Your contract is with Lynton Cooper Travel (London) Limited trading as Ski The American Dream part of the Western & Oriental group, referred to as "we" in this contract. Ski The American Dream are holders of Civil Aviation Authority ATOL licence N.O. 2856, which will ensure that your money is refunded or you are repatriated in the unlikely event of our insolvency. A binding contract is entered into when we receive verbal and/or written confirmation from the agent or client. In return we will issue a confirmation invoice after we have received your completed booking form and deposit. By signing the booking form and making a booking you accept that you have the authority to bind all members of your party to those terms and conditions. It is essential that you check the travel details on the confirmation invoice and inform us immediately of any errors. The party leader also guarantees that all adult members of the party have read the information in the brochure under the title "Know Before You Book – Please Read" and ensured that such information is noted on behalf of any children in the party.

2. PAYMENT FOR YOUR HOLIDAY

A deposit of £200 per adult/child or 17.5% (whichever is greater) per person (£100 per infant,) is required at the time of booking. Please note that a larger deposit may be required for certain holidays – this will be clearly notified to you prior to you booking your holiday. Please note that in accordance with air navigation orders, an "infant" is classed as under 2 years of age as at the date of his/her return flight, and a child is classed as 2 years and over but under 12 years of age, as at the date of his/her return flight. The balance is due 70 days prior to departure. If the booking is made less than 70 days before departure, the full amount is due on booking. If you choose to pay your deposit or balance by credit card, a 2% charge will be levied to cover card merchant costs.

If any balance remains unpaid, travel documentation will not be issued and we reserve the right to treat your booking as cancelled and apply the cancellation charge set out below. Final travel documents will usually be sent out approximately 2 weeks before departure. All money paid to a travel agent will be held by the agent on our behalf. Payment must be in the currency of the invoice and you are responsible for bank charges.

3. COMMUNICATION

When you book directly, all communications from us to you will be sent to the address stated by you on the booking form. If you book via a travel agent all communications from us to you will be sent to your travel agent.

4. BOOKING ACCURACY

It is essential that you and/or your travel agent check all the details shown on the confirmation invoice carefully to ensure that they are correct, as this forms the basis of the contract. In the event of any discrepancy, please contact your travel agent or us immediately

5. BROCHURE VALIDITY

All information contained in this brochure is based on information available at the time of publication (June 2006). However, advertised facilities may change and therefore changes may be made to the particulars contained in the brochure at any time before you book. In these circumstances, we will notify you of such changes prior to confirmation of your booking, where they are known at that time.

6. PRICES

All prices advertised or quoted are subject to change until the booking is concluded. After that, we will only increase the price in limited circumstances to reflect increases in transportation costs (including fuel and airfares), dues, taxes (including VAT), 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 and receive a full refund (except insurance premiums). We will, in any event, absorb the first 2% of any increase. No surcharges will be made within 30 days of departure. As we have a very diverse range of products purchased at different times, we will inform you of the purchasing exchange rate if any surcharge is due to adverse currency fluctuation.

7. AMENDMENT AND CANCELLATION BY YOU

(A) AMENDMENT

We will do our best to assist you in altering your arrangements after booking but 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 per person a £50 administration fee 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 below.

Note certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge up to 100% of that part of the arrangement.

(B) CANCELLATION

You, or any member of your party, may cancel your holiday at any time providing that the cancellation is made by you in writing or (where applicable) by your travel agent in writing.

The following cancellation charges will apply:

NUMBER OF DAYS PRIOR TO DEPARTURE CANCELLATION CHARGE AS PERCENTAGE
WHEN CANCELLATION NOTICE RECEIVED OF TOTAL HOLIDAY PRICE

Up to 70 Forfeit deposit

31 - 69 50% (except departures 24 Dec - 02 Jan-75%)

0 - 30 100%

Please note that these charges will also be applicable in the event that you wish to cancel due to weather conditions or piste closure. We strongly recommend that you obtain insurance to cover these circumstances. In addition, if one or more members of your party cancel, this may result in the accommodation originally booked being under-occupied. In this circumstance, the holiday price for the remaining members of your party may be increased accordingly. Note: If your reason for cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges (less any excess).

Should you wish to curtail any arrangement, or change itinerary during the course of your holiday then any extra cost shall be borne by you and paid for locally.

8. AMENDMENT AND CANCELLATION BY US

(A) AMENDMENTS

It is occasionally necessary for us to make changes to advertised products and services as described in Clause 5 and we reserve the right to make those 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. If the change is major (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 alternative arrangements or (ii) arranging an alternative holiday with us or (iii) cancelling your holiday. Whichever option you chose we will pay you compensation unless the change has been caused by force majeure or low bookings as defined below.

Days before departure Compensation per person

43 Nil

29 – 42 - £10

15 – 28 - £30

0 – 14 - £40

(B) CHANGES DURING THE 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.

(C) 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. We will do our best to offer alternative arrangements of a comparable or better standard, together with a price refund if appropriate, or will give you a full and prompt refund. In addition we offer compensation on a similar scale to that shown in paragraph 8.

(D) FORCE MAJEURE

Compensation will not be payable in any cases where an amendment, change or cancellation is due to "force

majeure", this means if we have to cancel or change your holiday in any way because of unusual or unforeseeable circumstances beyond our control. These can include (but are not limited to) war or threat of war; riot; civil strife; hostilities; political unrest; government action; industrial dispute; natural or other disaster; nuclear incident; terrorist activity and its consequences; weather conditions; closure of airports; fire; flood, drought, and all similar events. Please note that references to 'change' and 'major change' in this clause relate to your travel arrangements and holiday accommodation and do not include other facilities at your resort which are not within our control such as ski lifts and piste. Please note the advice given in our brochure under the title 'Know Before You Book. Please Read' on availability of facilities and the limitations on our liability in clause 10 below.

9. DELAYS

(i) Delays or changes in travel arrangements sometimes arise due to operational reasons, weather conditions or other reasons of force majeure (defined above). We cannot pay you any compensation in

these circumstances and our cancellation charges set out in clause 7 will apply if you cancel as a result of delay.

(ii) If for reasons of force majeure (defined above) such as adverse weather conditions it is necessary to end your holiday early or make alternative travel arrangements or you miss your flight and require additional accommodation we will not be able to make any refund or pay compensation to you.

10. OUR RESPONSIBILITIES TO YOU

(i) We accept responsibility for ensuring that your holiday is supplied to a reasonable standard and in accordance with your contract with us. If any part of your holiday is not provided as promised, due to the fault of our employees, agents or suppliers we will pay you appropriate compensation if this has affected the enjoyment of your holiday. Subject to paragraph (ii) below our liability in all cases shall be limited to a maximum of 3 times the costs of your holiday.

(ii) We cannot accept responsibility or compensate you for any damage or loss caused to you if we fail to provide your holiday at all or in accordance with our contract because:

a) the failures which occur are your fault

b) the failures are the fault of a third party not connected with the provision of the holiday and are unforeseeable or unavoidable by us

c) the failures arise due to reasons of unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised.

d) the failures arise due to an event which we or any person supplying services in accordance with the contract could not foresee or forestall

(iii) Skiing and Snowboarding can be affected by weather conditions. Lack of snow or excessive snow may lead to piste or even resort closure. These are matters beyond our control and you should ensure that you have insurance to cover cancellation or curtailment of your holiday arising from piste or resort closure due to weather conditions. We will not be liable for any loss, delay or costs associated with or caused by adverse weather conditions, including blocked road or rail routes, airline delays or closed airports. If, due to force majeure (defined above), you miss your flight and you require additional accommodation, we will not be responsible for this cost. (iv) We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents, our suppliers and sub-contractors, whilst acting within the scope of, or in the course of their employment in the provision of your holiday. We will accordingly pay to you such damages as might have been awarded in such circumstances under English

Law. (iv) Items such as lift passes, lessons or similar additional services are provided by other parties rather than us whether pre-booked by UK reservations staff or sold by our representative in resort. Any bookings or other arrangements made for these services will be subject to the supplier's own terms and conditions. We can supply copies of the terms and conditions of such suppliers upon request.

(v) In respect of travel by air, sea and rail, and the provision of accommodation our liability will be limited in the manner provided by the relevant international convention.

11. YOUR RESPONSIBILITIES TO US

(a) If you have any complaint or problem whilst on holiday you must inform us, our representatives (if applicable) or the supplier as soon as possible to give us the maximum opportunity to rectify it.

Any unresolved complaints must be notified to us in writing within 28 days of your return. In the event that you do not tell us within that period, this may affect the company's ability to investigate the complaint and may impact on the way your complaint is dealt with.

(b) It is your responsibility to ensure that all necessary passport, visa, vaccination and other health documents are in order.

(c) It is your responsibility to arrange suitable personal travel insurance cover. We will provide you with details of a suitable policy. If you decide not to take this, you must provide us with details of your own cover before departure, including the name of the insurer and policy number. We reserve the right not to issue travel documents in the absence of this information.

12. SPECIAL REQUESTS

Whilst we will endeavour to comply with any special requests such as airline seating, diets, 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.

13. EXCURSIONS AND ACTIVITIES

We are only responsible for excursions and activities sold by us and which form part of your holiday contract.

14. JURISDICTION

This contract is governed by English Law and is subject to the exclusive jurisdiction of the courts of England and Wales.