

## YOUR KEY RIGHTS UNDER THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018

### General

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018.

Therefore you will benefit from all EU rights applying to the packages. Travel Bespoke Limited will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, Travel Bespoke Limited has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

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- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, has changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Travel Bespoke Limited has taken out insolvency protection with the following entities:

For flight inclusive holidays:

- Civil Aviation Authority of 45 – 59 Kings Way, London WC2B 6TE, [www.caa.co.uk](http://www.caa.co.uk), telephone 0330 3103 6350, email [claims@caa.co.uk](mailto:claims@caa.co.uk)

Package holidays that do not include a flight:

- Travel and General Insurance Services Limited, 117 Houndsditch, London EC3A 7BT (insert telephone number, email address and any other claims contact information)

### THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018

Can be found at: [www.legislation.gov.uk/uksi/2018/634/contents/made](http://www.legislation.gov.uk/uksi/2018/634/contents/made)

## 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 Chancton House, The Wharf, Midhurst, GU29 9PX) 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 means all persons named on your booking or any of them as applicable (including anyone who is added or substituted at a later stage).

For the avoidance of doubt no agent or third party organisation acting on our behalf have the authority 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.

Any authorised travel agent of ours through whom you make a booking will relay information from you to us and vice versa. For the purposes of compliance with time limits or limitation periods as set out or referred to in these Booking Conditions, receipt by such an authorised travel agent of messages, requests or complaints intended for us will be treated as receipt by us. However, we are not responsible for any advice given to you by your travel agent that did not originate from us.

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 1.1.1 below).

### 1. BOOKING YOUR HOLIDAY

- 1.1.1 To secure your booking, you should complete and sign the quotation confirmation 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 2.1.5 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.
- 1.1.2 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.
- 1.1.3 The information you are provided with before you make your booking will include a general indication of the suitability of the holiday for someone with reduced mobility. However, reduced mobility means different things to different individuals as individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability. If you suffer from reduced mobility or have any other disability or medical condition which may affect your holiday arrangements, please give us full details before booking so that we can provide you with precise information as to the suitability of the holiday taking into account your needs. We may ask you to confirm full details in writing. Please promptly inform us in writing in the event that any material change in your mobility, any disability or medical condition occurs after your booking has been confirmed.
- 1.1.4 The person making the booking ("the party leader") must be at least 18 years of age and authorised to do so by all persons named in the booking and the parent or guardian of all party members under the age of 18 years when the booking is made. The party leader on behalf of themselves and each member of the party consents to the use of information in accordance with our privacy policy.

### 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 or before the date required, travel documentation will not be issued to you and we reserve the right to treat your booking as cancelled. In this case, the cancellation charge set out below in clause 3.2 will apply.
- 2.1.2 Payment must be in the currency of the invoice and you are responsible for any bank charges. Payment can be made by cheque, electronic payment from your bank account or by most major credit and debit cards in favour of "Ski Bespoke". If you choose to make payment directly into our bank account, please notify us and we shall provide you with our bank details.
- 2.1.3 Except for flight inclusive bookings, all monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until the agent has verbally confirmed your booking. After that point, your agent will hold the monies on our behalf until paid to us. For flight inclusive bookings, all monies paid to any authorised travel agent of ours for your holiday with us will be held on behalf of and for the benefit of the Trustees of the Air Travel Trust subject to the travel agent's obligation to pay such monies to us in accordance with our trading terms unless we fail. In the unlikely event of our financial failure, all monies then held by the travel agent or subsequently paid by you to the travel agent will be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation on the agent to pay such monies to us.
- 2.1.4 We require a deposit of £250 per person or such other amount as may be advised by us in order to confirm your holiday. If you are booking within 10 weeks of departure then full payment is required at the time of booking.
- 2.1.5 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 by the issue of a confirmation invoice (which will only be issued after receipt by us of the payment due at the time of booking).
- 2.2.2 Once the booking has been confirmed at the time of booking, we will only increase it where it is necessary to do so as a direct consequence of a change in the price of carriage of passengers resulting from the cost of fuel or other power sources or in the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or in the exchange rates relevant to the package. You will also be entitled to price reduction where any of the above changes directly results in a decrease in our costs. If any surcharge is greater than 8% of the total cost of your holiday, clause 3.3 will apply. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place. You will be notified of any price increase or reduction together with the justification for and calculation of this not less than 20 days before departure. Where a reduction is applicable, we are entitled to deduct our administrative expenses from the refund.

## 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. Please see clause 3.1.1 if you wish to transfer your booking or your place on the booking to someone else. Except where otherwise specified, we reserve the right to treat any amendment requested less than 10 weeks prior to departure as a cancellation and apply the cancellation charges set out in clause 3.2 below.

### 3.1 ALTERATIONS BY YOU AND TRANSFERRING YOUR BOOKING

- 3.1.1 You may transfer your booking or your place on the booking to someone else (introduced by you) without payment of our cancellation charges provided the person to whom you are making the transfer satisfies all conditions which form part of your contract with us. Requests for a transfer must be made in writing at least 7 days prior to departure and must be accompanied by the name and other applicable details of the replacement person. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £75 per person, must be paid before the transfer can be implemented. As many airlines do not permit name changes for any reason, these charges are likely to include the full cost of the flight where applicable.
- 3.1.2 You, as transferor of the holiday, and the transferee shall be jointly and severally liable to 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. All replacement persons must agree to be bound by these Booking Conditions.

### 3.2 CANCELLATION BY YOU

- 3.2.1 You may cancel your confirmed booking at any time before departure. You may also transfer your booking as referred to above. All cancellations must be made in writing (and writing includes email), by the signatory of the Booking Form and sent to us at: Ski Bespoke, Chancton House, The Wharf, Midhurst, GU29 9PX 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. In calculating these cancellation charges, we have taken account of possible cost savings and the generation of income from other bookings which may be able to utilise cancelled services although this is not likely to be achievable given all our holidays are tailor made:

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

- 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 charge a higher cancellation fee regardless of the above-mentioned timeframes which we as a tour operator are bound by. Therefore, a higher cancellation charge may be applicable than that 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.
- 3.2.5 You have the right to cancel your confirmed arrangements before the departure date without paying the cancellation charges set out in these booking conditions in the event of unavoidable and extraordinary circumstances occurring in the place of destination of your holiday or its immediate vicinity and significantly affect the performance of the contracted arrangements or the carriage of passengers to that destination. We will notify you as soon as practicable in the event of this situation occurring. In these circumstances, we shall provide you with a full refund of monies paid to us but we will not be liable to pay you any compensation. Please see clause 5.2.

### 3.3 AMENDMENTS BY US

- 3.3.1 Changes to confirmed holiday arrangements sometimes have to be made and we reserve the right to do so in accordance with this clause 3.3. Most changes will be insignificant and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted as referred to in clause 4.5. Where we have to do so, clauses 3.3.3 and 3.3.4 will apply.
- 3.3.2 All alterations which are not significant in accordance with clause 3.3.1 will be treated as insignificant changes. A change of flight time of less than 12 hours, airline, departure airport between London airports (Gatwick, Heathrow, Luton, Stanstead or London City), type of aircraft (if advised) or destination airport will all be treated as insignificant changes.
- 3.3.3 In the event we have to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration and any impact this has on the price; (ii) in the event that you do not wish to accept the alteration, details of any substitute holiday we are able to offer (and any price reduction where this is of a lower quality or cost); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration or any substitute holiday offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so.
- 3.3.4 If you choose to cancel your booking in accordance with clause 3.3.3, we will refund all payments you have made to us within 14 days of the date we receive your written cancellation. If we don't hear from you with your decision within the specified period (having provided you with the above mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of our doing so. No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see clause 5.2).
- 3.3.5 We will, where appropriate, pay you the compensation in the table shown in below. This compensation will not be payable where a change is not significant or we have to make a change as a result of unavoidable and extraordinary circumstances.

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

- 3.4.1 Occasionally, it may be necessary to cancel confirmed holiday arrangements. We have the right to terminate your contract in the event we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances (see clause 5) and we notify you of this as soon as reasonably possible. Where we have to cancel your holiday in these circumstances, we will refund all monies you have paid to us within 14 days of the date we inform you of the cancellation but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred. We will of course endeavour to offer you comparable alternative arrangements where possible which you may choose to book in place of those cancelled. We also have the right to cancel if you fail to make payment in accordance with the terms of your contract in which case clause 3.2.1 will apply.
- 3.4.2 In the event that unavoidable and extraordinary circumstances (see clause 5.2) occur in the place of destination of your holiday or its immediate vicinity and significantly affect the performance of the contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of cancellation charges. We will notify you as soon as practicable in the event of this situation occurring.
- 3.4.3 We will, where appropriate, pay you the compensation in the table shown in clause 3.3.5. This compensation will not be payable where we have to cancel as a result of unavoidable and extraordinary circumstances.

### 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.

## 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 exclude 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 comply with its obligations, you may use the CAA Passenger Advice and Complaints service. See [www.caa.co.uk/Passengers/Resolving-travel-problems](http://www.caa.co.uk/Passengers/Resolving-travel-problems)

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. Any changes or incorrect spellings will be subject to amendment fees and name change charges. It is the lead passengers responsibility to ensure all correct names are given at the time of booking. Please note that some airlines do not permit name changes and in these cases a new flight has to be purchased.

#### **4.4 MEALS**

All pre-booked meals will be on a B&B or half board, 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. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier, or the inclusion of the special request on your confirmation invoice or any other documentation, is not confirmation that the request will be met. Unless and until specifically confirmed in writing, all special requests are subject to availability. Any special requirement which we have accepted will be specifically confirmed as accepted on your confirmation invoice.

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

Excursions, tours and other activities that you book or pay for whilst you are on your trip do not form part of the travel arrangements provided by us. Your contract will be with the operator or provider of that excursion, tour or activity and not with us. We are not responsible for the provision of the excursion, tour or activity or anything that may happen during the course of its provision by the operator. We do not accept liability in relation to any such excursion, tour or activity and these Booking Conditions do not apply to them.

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

#### **5.1 OUR LIABILITY**

5.1.1 We agree to perform and provide the travel arrangements which make up your booking with a reasonable skill and care. If the contract you have with us is not performed or is improperly performed by us or any of our suppliers, we will pay you appropriate compensation if this has affected your enjoyment of your holiday. We will not be liable for any failings in the performance of the contract with you if this is due to:-

- (a) The fault of yourself and/or another member of your party.
- (b) A third party unconnected to the provision of the travel arrangements and where the failure is unforeseeable or unavoidable.
- (c) 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) An event which neither we nor our suppliers, even with all due care, could have foreseen or forestalled.

5.1.2 Our liability to you and any member of your party, except in cases involving death, injury or illness, is limited to a maximum of three times the cost of your booking. Our liability will also be limited in accordance with and/or in an identical manner to:-

- (a) The contractual arrangements of the suppliers we use in the provision of your travel arrangements and which form part of your contract with us. These terms and incorporated into this contract as are;
- (b) Any relevant International Convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation you can claim for death, injury, delay to passengers and loss, damage and delay to luggage.

- 5.1.3 We will not accept responsibility for any services which do not form part of your contract with us. These may include any excursion purchased during the course of your holiday and any additional services or facilities which we have not agreed to arrange or provide as part of our contract with you.
- 5.1.4 You must inform us, without undue delay, taking into account the circumstances of the situation, of any lack of conformity which you perceive during the performance of travel service included in your contract with us.
- 5.1.5 If we are found liable for loss and/or damage to your luggage or personal possessions (including money) our maximum liability to you is limited to £1,000 per person unless a lower limitation applies under this contract or by virtue of International Conventions.

## 5.2 DELAYED RETURN

- 5.2.1 In accordance with the Package Travel and Linked Travel Arrangements Regulations 2018, where it is impossible for you to return to your departure point on the return date of your package due to "unavoidable and extraordinary circumstances", and where return transportation is included as part of your package, we may provide you with necessary accommodation for a period not exceeding three nights per person. Where possible, this accommodation should be of a comparable standard to the accommodation booked by you under the package. For the purposes of this clause, examples of "unavoidable and extraordinary circumstances" include warfare, acts of terrorism, significant risk to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.
- 5.2.2 The limitation of costs of three nights accommodation referred to above does not apply to persons with reduced mobility as defined by Article 2 of Regulation (EC) 1107/2006 and does not apply to persons of reduced mobility travelling by air and any other person accompanying them, pregnant women and unaccompanied minors as well as persons in need of specific medical assistance, provided that you have notified us of their needs at least 48 hours prior to departure.

## 5.3 UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 5.1.2 above) as a result of unavoidable and extraordinary circumstances. In these booking conditions, unavoidable and extraordinary circumstances means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include (whether actual or threatened) war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, flood, adverse weather conditions, epidemics and pandemics and closure, restriction or congestion of airports, ports, stations, other transport hubs or airspace.

## 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 period 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 it is correct. Failure to do so and promptly notify us of any errors made by us 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 your travel agent 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

- 6.2.1 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.
- 6.2.2 In accordance with the Alternative Dispute Resolutions for Consumer Disputes (Competent Authorities and Information) Regulations 2015 ("the ADR Directive") we advise that Travel Bespoke Limited does not utilise the services of an approved dispute resolution service for the purposes of complaints.

### 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 from the date when the contract between us comes into existence until the holiday is complete. Your cover should include holiday cancellation cover, death, personal injury, 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, 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.

#### **6.5 HEALTH AND FITNESS**

- 6.5.1 Activities within our trips may require a certain degree of physical fitness. It is your responsibility to ensure that you have the levels of fitness required for any activity you choose to participate in. If you are in any doubt, please consult your GP before departure. We, and those retained by us, to supervise these activities, retain the discretion at any time to decline to allow you to participate in any activity, if we reasonably believe that in the interests of your health, should not do so. In such circumstances, we should not be liable for any losses or compensation arising.
- 6.5.2 You must provide us with full details of any existing medical or physical problems (including unusual height or weight), allergies or disability that may apply to you or any member of your group and which is likely to affect your ability to take part in some or all of the activities forming part of your trip (including, in particular, any accommodation requirements or difficulties that may be encountered in accessing buildings and any food allergies) at the time of booking. If, in our reasonable opinion, any particular activities or arrangements are not suitable for the medical or physical problems or disability or you are not travelling with someone who can provide all the assistance that may be required, we have the right to refuse to accept the booking or you may not be able to participate in certain activities, in which event we should not be liable for any losses of compensation arising.
- 6.5.3 If you do not provide us full details of any medical or physical problem or disability at the time of booking and/or promptly inform us of any adverse change to any existing medical or physical problem or disability and/or any new medical or physical problem or disability that arises after booking then we can also cancel the booking when we discover the full details if, in our reasonable opinion, the arrangements are not suitable in the circumstances. If we cancel in this situation, cancellation charges as set out at section 3.2.1 must be paid by the person concerned.

### **7. ASSISTANCE WHILST AWAY**

If your contract with us is not performed or is improperly performed by us as a result of a failing attributable to a third party unconnected with the provision of travel services, or as a result of failures due to unusual or unforeseeable circumstances beyond our control the consequences of which could not have been avoided even with all due care, or as a result of an event which we or our suppliers, even with all due care could not have foreseen or forestalled, and you suffer injury or other material loss, we will provide you with prompt assistance as is reasonable in the circumstances. If you or any member of your party suffers during the course of your holiday any difficulty as a result of any activity which does not form part of your contracted travel agents we will offer you proper prompt assistance without undue delay. Such assistance may include assisting you in making communications and helping you to find alternative travel arrangements. If a difficulty is caused intentionally by you or as a result of your negligence, we may charge a reasonable fee for that assistance which shall not exceed the actual cost incurred by us. All assistance (financial or otherwise) is subject to our reasonable discretion and subject to you notifying us promptly of your needs. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you recover any costs and expenses relating to the incident from the third party you must repay us the costs and expenses we incurred in assisting you.

### **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:
- (a) By telephone: +44 (0)1243 200 202
  - (b) By email: sales@skibespoke.com
  - (c) By post: Ski Bespoke, Chancton House, The Wharf, Midhurst, GU29 9PX
- 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**

- 10.1.1 When you buy a holiday package from us, The Package Travel and Linked Travel Arrangements Regulations 2018 require us to have arrangements in place which will ensure that your money is refunded or that you are repatriated in the unlikely event of our insolvency. 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.**

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 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).

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. The Civil Aviation Authority can be contacted at Gatwick Airport South, West Sussex, RH6 0YR, UK tel +44 (0)333 103 6350, e-mail [claims@caa.co.uk](mailto:claims@caa.co.uk) [www.caa.co.uk](http://www.caa.co.uk)

**10.1.4 If your holiday does not include flights, it will be financially protected by the insurance we have taken out with Travel & General Insurance Services Limited. This insurance will provide you with a refund or ensure you are returned to your point of departure (if your contracted services include transport other than flights) in the very unlikely event we cannot provide your holiday as a result of our insolvency. Travel & General are located at 117 Houndsditch, London EC3A 7BT and can be contacted by telephone on 0207 065 5300.**

**11. PRIVACY POLICY**

- 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.
- 11.1.5 We are compliant with the 2018 GDPR regulations. Ski Bespoke understands and respects the importance of your privacy. We will never sell, exchange or rent your personal details to any third party.
- 11.1.6 When using our website you may be asked to enter your name, email address, mailing address, phone number or other information to help you with your experience. We will only collect information from you when you request a quotation, make an enquiry, make a booking, submit a contact form, submit a call back request or subscribe to our newsletter. We will use your information to process your enquiry or booking at your request. Ski Bespoke will not share your personal information with third parties except where necessary to process your booking or enquiry, that you have requested. Your details may be passed to countries outside the UK and the European Economic Area in order to process and arrange for the service you request. When you submit your booking or request to Ski Bespoke you agree that we may use and transfer your personal information, including sensitive information, in this manner.
- 11.1.7 If you have expressly opted in, you will receive Ski Bespoke news, information and offers by email periodically, we will never bombard you and you can opt out at any time by unsubscribing.
- 11.1.8 Ski Bespoke's website does not use cookies.
- 11.1.9 Ski Bespoke is committed to ensuring that your information and data is secure. We have procedures and security features in place to try and keep your data secure once we receive it. All transactions are processed through a secure gateway provider and are not stored or processed on our servers. Any information and data that you submit is at your own risk.
- 11.1.10 We will provide a summary of any personal information held upon request. This information will only be sent to the email address on file for the subscriber name associated with it.
- 11.1.11 Throughout our website you will find links to external third party website. Ski Bespoke is not responsible for the content of external website.
- 11.1.12 Ski Bespoke reserves the right to change this policy at any time, please check this page periodically for changes. Your continued use of this site following changes to this policy means that you accept those changes.
- 11.1.13 Please email [marketing@skibespoke.com](mailto:marketing@skibespoke.com) if you have any questions or concerns.

**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**

The UK Foreign Office publishes regularly updated travel information on its website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) and [www.gov.uk/knowbeforeyougo](http://www.gov.uk/knowbeforeyougo) which you are recommended to consult before booking and in good time before departure.

**14. YOUR CONTRACT, LAW AND JURISDICTION**



A binding contract between us comes into existence when we issue your confirmation invoice. We both agree that English law will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. We both also agree that any claim (and whether or not involving any personal injury) must be dealt with by the courts of England and Wales only unless, in the case of court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any claim governed by the law of Scotland/Northern Ireland, as applicable (but if you do not so choose, English law will apply).

**15. ACCEPTANCE OF RISK (BY YOU)**

You acknowledge that the nature of travel may involve a significant amount of inherent personal risk to health and life. It is your responsibility to ensure that you understand the risks involved, are fit and healthy enough to participate and have all the correct clothing and equipment with you and so do any children you are responsible for.

**16. OVERSEAS STANDARDS, EXPECTATIONS AND SAFETY**

Please note it is the requirements and standards of the country in which any services that make up your holiday are provided, which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as in the UK and may often be lower. The infrastructure standards in certain countries overseas are often quite different from those accepted as the 'norm' in the UK. This can include levels of service for transport, food, accommodation, communications to name but a few. In addition you must take reasonable precautions for your own safety and any children you are travelling with whilst on holiday. For example in some countries hotel balconies can be much lower than in the UK so extra care must be taken.