

# Alpine Revolution Booking Terms and Conditions

Version 1.0, February 2018

## Definition of Terms

For the purpose of this Agreement, words in singular also refer to plural and words in masculine form also refer to the feminine and vice versa.

**Alpine Revolution, The Company** – Inter School Travel Ltd T/A Alpine Revolution, having its principle place of business at 8 Acorn Business Park, Commercial Gate, Mansfield, NG18 1EX, United Kingdom.

**Agreement, Arrangement, Contract** – The contractual arrangements entered into by the Parties

**Booking** – A booking for a holiday with Alpine Revolution.

**Client** – A person who has or is making a booking with Alpine Revolution.

**Confidential Information** – All information of a confidential or proprietary nature, disclosed in this Arrangement.

**Hotel, Residence** – The Hotel, Residence or similar entity referred to in this Arrangement as supplying accommodation to the Client.

**Month** – A calendar month.

**Party** – The Company or the Client as either of the two main parties in making this Contract.

**Staff** – Any employee of Alpine Revolution.

**Week** – A calendar week.

**Written** – Written refers to any communication made in writing and transmitted by letter, email or fax.

## 1.0 The Contract

The contract is made directly between the Client and Alpine Revolution.

## 2.0 Payment Terms

**Deposit** – A single, non-refundable deposit of £75 per person is required to confirm your booking.

**Balance** – Balance payments are required strictly 10 weeks before departure. In the case of bookings made after this time, full payment will be required at the time of booking.

### 3.0 Alterations

In the case of the client altering the confirmed booking, any increase in the cost of the holiday due to change of date or hotel will be charged to the client and any decrease in the cost of the holiday will be refunded to the client. Any major alterations to the confirmed booking by the company to the client will be done in writing as soon as possible and, in any case, not less than 14 days before the departure of the trip. If the client is not satisfied with the alteration, except where the alteration is due to circumstances amounting to 'force majeure', as offered, he/she has the right to cancel the booking and have all monies returned and be offered compensation on the following scale:

More than 10 weeks before departure Nil  
4-10 weeks before departure £10 per person  
2-4 weeks before departure £20 per person  
Within 2 weeks of departure £30 per person

### 4.0 Cancellation

Cancellation by the client must be informed to the company immediately and confirmed in writing within 48 hours. Payments made by a cancelled passenger may be transferred to a replacement at no charge, given reasonable notice. If a client chooses not to transfer payments to a replacement, the following scale of cancellation charges will apply:

Up to 10 weeks before departure Full deposits  
10-5 weeks before departure 50% of the total cost  
5-1 week before departure 75% of the total cost  
Within 1 week of departure 100% of the total cost

In the unlikely event of the booking being cancelled by the company, after the balance payment has been made by the client, an alternative will be offered and, if this is found to be unacceptable by the client, the company shall be responsible for the return of all monies it has received from the client and compensation will be paid in accordance with the scale in section 4 above. This responsibility does not extend to cover cancellation in the case of 'force majeure'. In the event of circumstances outside the control of the company, the company reserves the right to modify or amend arrangements without rendering itself liable other than to refund all monies paid to the company by the client.

### 5.0 Resort/Lift Closure

Alpine Revolution cannot guarantee bike areas will be open as these can be affected by adverse weather conditions and ultimately decisions taken regarding closure are taken by local authorities. In the event that lifts in the resort/bike area are closed for any full day for any reason due to adverse weather conditions, the terms of our insurance will apply.

### 6.0 Insurance

Insurance is included as part of your Alpine Revolution booking. If you are aged 18 or over, you must inform the insurance company of any pre-existing conditions. Additionally, all persons must inform the insurance company of pre-existing medical conditions of persons on whom the travel plans depend. Our insurance is provided by Fogg Travel Insurance Services (01623 631331). The Company is an Appointed Representative (number 490120) of Fogg Travel Insurance Services who with the Insurers are FSA registered (number 307304). It is important that you read the full policy and the Key Facts, available to download from our website, to ensure this meets your needs. If you are the leader of a group, please ensure that all members of the party are provided with a copy of the Key Facts at the time of booking.

We also strongly recommend that you, and everyone in your group, have a valid EHIC.

## 7.0 Complaints

Our overall aim is that all of our clients have an enjoyable holiday. If for some reason you are dissatisfied, please bring your complaint to the attention of a member of staff in resort as soon as possible and we will do everything reasonably possible to resolve your complaint. If you are not happy with the action taken in response to your complaint, you must write to us within 14 days of your return, detailing the nature of your complaint, to whom it was reported and the subsequent action taken. We will aim to provide a full written response with 28 days following receipt of your correspondence. Complaints not raised in resort may affect your rights under this contract.

## 8.0 Arbitration

Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration under a special scheme which, though devised by arrangement with ABTA, is administered quite independently by the Chartered Institute of Arbitrators. The scheme (details on request) provides for a simple and inexpensive method of arbitration on documents alone, with restricted liability on the customer in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person/£25,000 per booking form, nor to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness.

Any claims must be made within 9 months from the date of travel.

## 9.0 Liability

The company accepts responsibility for ensuring the holiday which you book is supplied as described and the services offered reach a reasonable standard. If any part is not provided as promised, the company will pay you appropriate compensation if this has affected the overall enjoyment of your holiday. The company accepts responsibility for the acts and/or omissions of its employees together with suppliers or sub-contractors whilst acting within the scope of, or in the course of, their employment. The company will accordingly pay to its clients such damages as might have been claimed in respect of death, illness or injury caused by the negligence as accepted under English Law of its employees, agents or suppliers contracted or sub-contracted by the company to provide any part of the arrangement for the holiday. (In respect of services provided by air or sea carriers, the company's liability in all cases shall be limited in the manner provided by international conventions and the carriers involved). If any client suffers death, illness or injury whilst overseas arising out of an activity which does not form a part of the foreign inclusive holiday arrangements or excursion arranged through the company, the company shall, at its discretion, offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided the company is advised of the incident within 90 days of the occurrence. Where legal action is contemplated, the company's authority must be obtained prior to commencement of proceedings and be subject to the client's undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to the company. The company's cost in respect of the above, on behalf of the client and his/her party, shall not exceed £5,000 in total.

## 10.0 Under 18s

Young adults are not permitted to travel without an accompanying adult (over 18 years of age).

## 11.0 Data Protection

Please be assured that we have measures in place to protect the personal booking information held by us. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give us, such as details of any disabilities, dietary and/or religious requirements (if we cannot pass this information to the relevant suppliers, we will be unable

to provide your booking). In making a booking, you consent to this information being passed on to the relevant persons. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Full details of our data protection policy are available upon request and you may ask to see the details we hold on you should you wish.

## 12.0 Photos & Marketing

You consent to us using images of you and/or members of your group taken during your holiday or trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide licence to use such images for publicity and promotional purposes, unless we are expressly notified in writing to the contrary, prior to your departure.

## 13.0 Passports/Visas

It is vital that all clients hold a valid passport which should be easily accessible during the journey. If you are visiting La Thuile and heading over to La Rosière (France), it is important that you take your passport with you. If you are a non-EU citizen, you may need a visa. If you are unsure, please contact the Italian Embassy (020 7312 2200) for advice. If you are 16 or over and are not yet in possession of a passport, it is recommended that you should apply for one at least six weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend for interview in order to do this.

## 14.0 Travel Advice

The Foreign & Commonwealth Office provides the latest advice to travellers. If you have any worries about travel to Italy, please visit their website ([www.fco.gov.uk](http://www.fco.gov.uk)) or telephone 0845 850 2829.

## 15.0 External Local Suppliers

While the company will endeavour, wherever possible, to provide helpful information on local suppliers, all arrangements must be made directly by the client. The company is not responsible in any way for services/information provided by external local suppliers.

## 16.0 Consumer Protection

The air holidays in this brochure are ATOL protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 1409. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

## 17.0 Room Check In And Check Out Times

The standard international practice is to let rooms from midday to midday. However, times do vary. Check in times are normally between 14:00-15:00, check out times between 10-11:00 on the day of departure. Where necessary, your hotel will provide storage facilities for your luggage and we will ensure that washing/changing facilities are available.

## 18.0 Travel Delay

Travel delay is normally the responsibility of the carrier or, depending on circumstances, may be covered by insurance.

## 19.0 Your Financial Protection

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

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.

All information in our brochures and on our website is correct, to the best of our knowledge, at the time of publication.

## 20.0 Jurisdiction

This contract will be governed and interpreted according to the laws of the United Kingdom. All disputes and claims arising the contract will be subject to the exclusive jurisdiction of the courts of the United Kingdom.