

Erna Low Consultants Ltd Booking Terms and Conditions

The following Booking Conditions together with our privacy policy, the General Information contained in our brochure or on our website (depending on how you made your booking) and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Erna Low Consultants Limited (“we” and/or “us”) trading as Erna Low, registered office - 9 Reece Mews, London SW7 3HE, Company Registration number – 2374247 or the owners of the properties or other services featured in this brochure/on our website. Please read them carefully as they set out each parties’ respective rights and obligations. In these Booking Conditions references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

These Booking Conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you in accordance with the terms set out below. All references in these Booking Conditions to “holiday”, “accommodation”, “booking”, “contract”, “package”, “tour” or “arrangements” mean such holiday arrangements.

1. Your contract

1.1. Package Holidays

If you book a package holiday through us, once your package holiday has been confirmed (by the issue of our confirmation invoice to you or your travel agent) you will have a contract with us for that package holiday. We will accept responsibility for the package holiday in accordance with these Booking Conditions as an “organiser” under the Package Travel, Package Holidays and Package Tours Regulations 1992.

A “package holiday” is a combination of at least two out of the following:

- (a) transport
- (b) accommodation; or
- (c) other tourist services not ancillary to any transport or accommodation and forming a significant part of the arrangements, where the arrangements making up this combination are booked through us at the same time at an inclusive price and which last at least 24 hours or include overnight accommodation.

1.2. Products that do not form a Package Holiday

We act as agents for the owners of the accommodation we feature (“accommodation suppliers”) and for the train operators and car hire companies (“transport suppliers”) referred to in our brochure / on our website. We also act as agents for the suppliers of any taxi transfers/ski school/ski equipment/ski passes you book with us. When confirming your arrangements where you do not book a “package holiday” (see above), we do so as agents for the accommodation, transport, taxi transfer, ski school, ski equipment or ski pass suppliers with whom you will have a contract.

This means that you will not have a contract with us for arrangements which do not form part of a package holiday. Instead your contract will be between you and the relevant supplier. The relevant supplier's terms and conditions will apply, copies of which are available on request.

Please note that if you book arrangements which do not constitute a package holiday and we have issued our confirmation invoice in respect of those arrangements, any additional arrangements you subsequently book will be treated as a separate booking. The additional arrangements will not operate to convert your original booking into a package holiday even where, had those additional arrangements been booked at the same time as the original arrangements, a package holiday would have been booked. Please also note that should you book and pay for accommodation only and decide to add extras such as (and not excluding) ski passes, ski equipment or ski school at the same time or at a later date, your booking will not as a result become a “package holiday”. In this case, we act only as agent and you will have a contract with the accommodation owner and a separate contract with the supplier of the ski pass/ski equipment/ski school.

If you do not book a package holiday through us, (for example your booking is for accommodation only), conditions 1-7, 9-13, 15 – 22 and 24-29 below will apply to your booking (but not clauses 8, 14 and 23). If you book a package holiday, all clauses except clauses 3.2, 3.3 and 13 will apply.

2. How to Book

Once you have chosen the arrangements you wish to book please contact us by phone or email. Our staff will be delighted to answer any questions you may have. We will then check the price and availability of those arrangements. **Please note that it is your responsibility to read these booking conditions before making a booking.** By asking us to confirm your booking you agree on behalf of all persons detailed on the booking that you have read these terms and conditions and agree to be bound by them.

For all bookings made within 10 weeks of the date your arrangements are due to commence a contract shall come into existence between you and us (if you have booked a package holiday) or you and the supplier of the services concerned (for all other bookings) once you have given us your booking details, we have confirmed your booking to you verbally or by email and you have authorised us to take payment (and we have done so) using your credit or debit card details.

For all bookings made more than 10 weeks before the date your arrangements are due to commence, a contract shall come into existence between you and us (if you have booked a package holiday) or you and the supplier of the services concerned (for all other bookings) once we have received your booking and all applicable payments and we have dispatched our confirmation invoice to the party leader or your travel agent.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

1. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
2. He/she consents to our use of information in accordance with our Privacy Policy;
3. He/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.
4. He/she has the authority of all party members (and by their parent or guardian for all party members who are under 18 when the booking is made) to make the booking on the basis of these booking conditions.

Once we have received your booking and all appropriate payments we will, subject to availability, confirm your agreements by issuing a confirmation invoice. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within seven days of our sending it out or five days for tickets (or within 24 hours if your travel date is within 2 weeks).

If you have any additional requirements (such as ski passes, ski and boot hire etc.) please let us know at the time of booking. If you do not advise us at the time of booking, it may not be possible for these to be provided if you request these at a later stage.

Please note: We may, at our discretion verbally agree to hold a provisional reservation for you in respect of accommodation only - "an option". An option does not bring into existence a contract. It may not be possible to hold options for peak dates. Please call to inform us if you wish to cancel an option. In any event an option will automatically expire 2 days from the date it is held by us if we have not received written or verbal confirmation of your booking and the deposit from you. We will not hold options if the date your chosen arrangements are due to commence is within 10 weeks of you requesting the option.

3. Payment

3.1. In order to confirm your chosen arrangements, a deposit of 25% of the total holiday cost of the arrangements per person (or full payment if booking within 10 weeks of the date your arrangements are due to commence) must be paid at the time of booking.

The balance of the holiday cost must be received by us not less than 10 weeks prior to the date your arrangements are due to commence. This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we and/or the relevant supplier reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 7 will be payable.

Payment can be made by any of the following methods. Visa, Mastercard (NB. a 2% administrative fee will be charged to you if you pay by credit card), Visa Debit or Maestro. If you wish to pay by credit card or debit card, please give your card number, expiry date, issue number and full name as it appears on the card and the card billing address. Should you wish to pay by cheque, please also provide us (at the time of booking) with valid credit or debit card details. If we do not receive your cheque within 4 days of the booking being made we reserve the right to debit the card according to the payment conditions above. A charge of £10 will be payable by you if we have to present any dishonoured cheques to the bank. Please note: We do not accept payment by cheque within 10 weeks of the date your arrangements are due to commence.

3.2. Where we act only as agent we will have no responsibility for any errors in any documentation except where those errors were made by ourselves. Any acceptance of such responsibility will also be subject to the time limits set out in this clause for notifying us of any inaccuracy.

3.3. Where we act only as agent, the supplier of the services concerned has the right to increase the advertised prices of services in question at any time before a booking is confirmed. Fluctuation in exchange rates where we pay the principal in a different currency to that in which you make payment to us will affect the amount payable. Where we act only as agent we reserve the right to pass on to you in full, both before and after your booking has been confirmed, all additional costs and charges of whatever nature imposed by the supplier in accordance with its own terms and conditions.

4. Accuracy

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

The photographs, plans and descriptions featured on our website and in our brochure may not always show the individual accommodation which we reserve for our clients - they are there to give a general impression. Apartment plans and descriptions are given as examples of what is available. They do not necessarily represent the type of accommodation which will be allocated to you on arrival as many apartments are individually built with slightly differing characteristics. The number of beds in each apartment will be correct, however room configuration and bed type might be subject to change, this includes mezzanine and duplex arrangements. There may be occasions, especially in low season, when facilities, may be withdrawn or reduced by the individual accommodation owners or resorts. Where we become aware of this and where we believe any withdrawal may have a significant affect on your arrangements, we will let you know of the withdrawal as soon as reasonably possible.

5. Pricing

The prices shown in our brochure were calculated in June 2012. Please note that our brochure will display 'to-from' prices, owing to frequent price fluctuations in travel arrangements of this nature. Subject to the correction of any errors, these prices are available when this brochure is published. **However, we reserve the right to make changes to and correct errors in advertised prices at any time before your arrangements are confirmed and to correct errors in the prices of confirmed holidays.** Where we act as principal, our costs may change and/or may be affected by exchange rate fluctuations. The current prices of our holidays are shown on our website and are available by telephoning us on 0845 863 0525. Please ensure you have checked the price of any holiday you are interested in before making your booking.

The price of your confirmed travel arrangement is subject at all times to changes in transport costs such as fuel, taxes or fees payable for services such as embarkation or disembarkation fees at ports and to changes in the currency exchange used to calculate your arrangements any or all of which may result in a variation of the price of your holiday.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person. If this means that you have to pay an increase of more than 10% of the price of your confirmed holiday arrangements (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday arrangement if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your confirmed holiday cost, then any refund due will be paid to you. However, 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.

There will be no change made to the price of your confirmed holiday arrangement within 30 days of your departure nor will refunds be paid during this period.

6. Booking alterations by you

Should you wish to make any changes to your confirmed arrangements, you must notify us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will endeavor to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of £25 per person/per booking will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by the accommodation supplier and/or any other suppliers concerned. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable. If you are prevented from travelling it may be possible to transfer your booking to another suitable person provided that written notice is given. An administration fee will be charged, details of which are available upon request.

If you should lose your tickets (and you have purchased these arrangements from us) we will contact the individual supplier and the relevant costs will be payable by you.

Please note that refunds are not usually due on any unused arrangements such as equipment hire, ski passes and ski school. Where we are able to offer a refund from the supplier of the arrangements in question we will pass it on to you at our discretion minus an amendment fee of £30 to cover our administration costs.

Note: Certain arrangements may not be amended (e.g., trains, ferries, Eurotunnel, ski hire and ski passes etc. (non-exhaustive list)) after they have been confirmed and any change could incur a cancellation charge of up to 100% of that part of the arrangements.

7. Cancellation by you

Should you or any member of your party have to cancel their booking, or any part of their booking, the party leader should immediately inform us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. As we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum in the table below, together with the cost of any air fare for which we had to pay at the time of the booking and will be payable immediately on cancellation. **The following cancellation charges will be payable where you have booked a package holiday.** Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges. Amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

Period before scheduled departure date within which notification is received by us	Cancellation charge per person cancelling
More than 56 days	Deposit
42-56 days	40% plus any non refundable transport costs
29-41 days	50% plus any non refundable transport costs
15-28 days	70% plus any non refundable transport costs
0-14 days	100% plus any non refundable transport costs
Departure date/no show	100% plus any non refundable transport costs

Where you cancel arrangements which do not constitute or form part of a package holiday, the cancellation charges of the relevant supplier will apply. Please ask for details of these at the time of booking. We will also be entitled to levy an administration charge in addition to these cancellation charges.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

8. Changes and Cancellations by us

Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of participants required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 70 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance.

Most alterations will be minor and while we will do our best to notify you of any changes as soon as reasonably possible if there is time before your departure, we will have no other liability to you. Examples of "minor changes" include the following when made before departure:

- A change of outward departure time or overall length of your holiday of twelve hours or less.
- A change of accommodation to another of the same standard or classification.

Occasionally we may have to make a major change to your confirmed arrangements. "Examples of "major changes" include the following, when made before departure;

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your arrangements of twelve or more hours.
- A significant change to your itinerary, missing out one or more destination entirely.

If we have to make a major change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:

- (a) (For major changes) accepting the changed arrangements or
- (b) Purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper.
- (c) Cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one. If we have to make a major change or cancel before departure, we will pay you the compensation set out below subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where any change is a minor one.

If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of (for major changes):

- i Accepting the changed arrangements,
- ii Having a refund of all monies paid; or
- iii Accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

If you choose i or ii above, you will receive as compensation a credit towards the cost of your arrangements, or any alternative selected, the amount shown in Scale A below. If you choose iii we will pay you compensation shown in Scale B below. In all cases we will have no liability for any other or greater compensation or for expenses or losses incurred.

Period before departure a significant change is notified to you (or your travel agent)	Compensation per person (excluding infants)
0-7 days	£40
8-14 days	£30
15-28 days	£20
29-42 days	£15
43-56 days	£10
more than 56 days	Nil

For children paying less than the adult price the compensation is reduced by the relevant proportion.

In all cases, our liability for significant changes and cancellations is limited to offering you the above mentioned options and, where applicable, compensation payments. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. Post departure changes.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, you will have the choice of returning to your point of departure and receiving a pro rata refund of the cost of the remainder of your holiday, or accepting alternative arrangements. In addition, if appropriate, we will pay you compensation of an amount which is reasonable taking into account all the circumstances.

9. Force majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

10. Special requests

Any special requests must be advised to us at the time of booking e.g. diet, room location etc. Although we will endeavor to pass any reasonable requests on to the relevant supplier or property owner concerned, we regret we cannot guarantee any request will be met. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

11. Medical Problems

If you or any member of your party has any medical problem or disability which may affect your arrangements or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition of the disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed. If we or the supplier of the service in question reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking or the condition/disability develops after booking, cancel when we become aware of these details.

Travelling when pregnant: please note that some airlines/carriers do not permit women who will be 27 weeks pregnant or more on the date on the outward journey of travel. We cannot accept any liability in the event that you are refused travel due to this reason or any other connected with your pregnancy.

12. Your liability to us

When you book with us, you accept full responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid by you to the accommodation / other supplier concerned. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

You undertake to behave with propriety and in such a manner as in no way to cause distress, damage, danger or injury to other clients, property, our employees and/or any third party. The contract of any client in breach of this clause shall be terminated forthwith and we and the accommodation / other supplier concerned shall have no further contractual obligations to you. In this situation, the person(s) concerned will be required to leave the accommodation or other service. No refunds will be made and we and the accommodation / other supplier concerned will not pay any expenses or costs incurred as a result of the termination.

Most suppliers require you to pay a security deposit direct to the supplier on arrival at your accommodation. The security deposit will normally be used as payment towards the cost of any damage or loss caused by you or any member of your party. Please note that these security deposits form no part of your contract with us. We cannot accept any responsibility nor can we play any role in resolving any dispute you may have with a supplier regarding the security deposit. In the event of any such dispute you must resolve this directly with the supplier concerned. You are strongly advised to check the accommodation on arrival for any damage/missing items and bring this to the supplier's attention straight away.

13. Our liability to you for arrangements which do not form part of a package holiday

You must take all necessary steps to safeguard your personal property. No liability is accepted by us in respect of damage to, or loss of, your personal property except where it results from our negligence or our employee's negligence (providing they were at the time acting in the course of their employment with us).

Your contract for the service(s) you have booked is with the supplier(s) of the service(s) concerned. We accept no liability in relation to the service(s) (for example accommodation) itself or for the acts or omissions of the supplier(s) concerned. The terms and conditions of the supplier(s) (if any) will apply to your contract (copy available on request).

However, in the event that we are found liable on any basis whatsoever our maximum liability to you if we are found to have been at fault in relation to any service we provide as agent for the supplier concerned (as opposed to any service provided by the supplier for whom we are not responsible) is limited to twice the cost of the booking in question. We do not exclude or limit any liability for death or personal injury which arises as a result of our negligence or that of our employees whilst acting in the course of their employment.

If an accommodation, transport, taxi transfer, ski school, ski pass or ski equipment supplier cancels your booking or makes a material change to it which is unacceptable to you at any time after confirmation, we will try to find suitable alternative arrangements to offer you. We are not however obliged to do so as we act only as agent (see above). If we are unable or unwilling to do so, or if you would prefer, you are entitled to receive a full refund of all monies you have paid (excluding amendment charges) from the supplier concerned.

14. Our Liability to you for package holidays

- (1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-
 - (a) the act(s) and/or omission(s) of the person(s) affected;
 - (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
 - (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
 - (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
- (3) **We limit the amount of compensation we may have to pay you if we are found liable under this clause:**

(a) loss of and/or damage to any luggage or personal possessions and money,

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and which don't involve injury, illness or death

The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

- (4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) Please note we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
 - (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
 - (b) which relate to any business.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- (8) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 15 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

15. Holiday feedback

We are always very interested in hearing your comments on your arrangements. Clients' complaints, which fortunately are very rare, will be forwarded to the individual accommodation/other supplier concerned and dealt with according to their instructions. In the event of a complaint concerning any aspect of your arrangements, you must immediately report it to the Erna Low representative in the resort and/or the Erna Low London office as well as to the relevant accommodation/other supplier. Failure to take these steps will deprive us / the supplier the opportunity to resolve the problem immediately and/or investigate it properly. In consequence, this may affect your rights to compensation.

If the matter cannot be resolved on the spot and you wish to take it up on your return, we must be notified in writing within 28 days of the date your arrangements ended. If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration under the ABTOT Travel Industry Arbitration Service, see clause 16 below.

Please note: If you have not booked a package holiday, any assistance we provide is given in our capacity as agent and on a goodwill basis only.

16. ABTOT

We are a Member of ABTOT, membership number 5140. We can therefore offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. The arbitration scheme is arranged by ABTOT and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs.

An independent Arbitrator will review the documents relating to any complaint and deliver a binding decision to bring the matter to a close. Details of this scheme are available from the Travel Industry Arbitration Service, administered by Dispute Settlement Services Ltd at Field End Barn, 2 Bury Farm, Kimpton, Hitchin, Herts, SG4 8RH or from ABTOT, Tower 42, Old Broad Street, London EC2N 1HG. This Scheme cannot however decide in cases where the sums claimed exceed £1,500 per person or £7,500 per booking, or for claims which are solely or mainly in respect of a physical injury or illness or the consequence thereof. If you fail to follow this simple complaints procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

17. Passports, visas and health requirements

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

British citizens require a full ten year British passport valid for at least six months after the end date of the arrangements. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before the date your arrangements are due to commence. The UK Passport Service has to confirm your identity before issuing your first passport and from October 2006 you will have to attend an interview in order to do this. For further information contact the Passport Office on 0870 5210410 or visit www.passport.gov.uk.

Please note that special conditions apply for travel to the USA, and all passengers must have individual machine readable passports.. If you are unsure whether your passport is machine readable, please ask at the time of booking. Recent changes to the visa-waiver programme also now require travellers to obtain authorisation (known as ESTA) before departing the UK. You can apply online at <https://esta.cbp.dhs.gov> and the application process takes approximately 15-20 minutes. Authorisation is normally granted immediately but may take up to 72 hours. We recommend that you apply for authorisation at the time of booking or at least 72 hours before your flight to ensure that you are able to travel. Those making late bookings can still apply, but there is risk that they may not receive immediate confirmation. Once granted, authorisation is valid for two years. You do not need to have firm plans to travel to apply for authorisation. Until further notice, you will still need to complete the green I-94W non-immigrant visa waiver form onboard your flight. Please note – in certain limited situations you may require a Visa to travel to the US even though you have a machine readable passport. Please contact the US Embassy at www.usembassy.org.uk.

British citizens do not require a visa for France, Switzerland, Austria, Italy, Bulgaria, Slovenia, USA or Canada at the time of going to press (except as set out above). This information is particularly subject to change at short notice and you must check the actual requirements for the places you are visiting in good time before departure. Please note: Arriving passengers in the USA may have a digital photograph and have inkless digital scans taken of their index fingers.

Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travellers) available from your local Department of Health office and most Post Offices. For European holidays you should obtain an EHIC (European Health Insurance Card) prior to departure from the Department of Health (see leaflet T7 and the website www.dh.gov.uk). At the time of going to press there are no compulsory formalities for the destinations we feature but please bear in mind that requirements do change and you must check the up to date position in good time before the date your arrangements are due to commence. For all travellers abroad there is a risk of stomach upset due to a change in climate and eating habits. Illness can and does occur in ski resorts and we suggest that you contact the resort's doctor if you suffer any worrying illness during your stay. If you have any concerns before your holiday please consult your GP.

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we, nor the accommodation supplier concerned or other suppliers cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

Current travel advice can be obtained from the Consular Department of the Foreign and Commonwealth Office. For up to date travel information please look at www.fco.gov.uk.

18. Swimming pools

The 'Direction departementale action sanitaire et sociale' in France states that no swimming pool should be heated over 27 degrees as a health and safety measure. This may mean that indoor swimming pools in France will be slightly colder than in Britain. Please note, some of the swimming pools at the properties do not have depth markings and there will be no life guards on duty. Please also be advised that some French swimming pools require swimmers to wear swimming trunks and not shorts.

19. Travel insurance

It is a condition that you and your party obtain suitable Wintersports Insurance, from a reputable provider at the time of booking, which must include at least the following:

- Emergency medical expenses including, amongst other costs mountain rescue, ambulance charges and repatriation.
- Cancellation of your trip or curtailment (cutting short your trip).
- Personal liability to include, amongst other liabilities;
 1. Damage caused by your negligence to the property in which you are staying.
 2. May not exclude claims made by travelling companion (other than family).
- Travel and transfer delays and missed departure which must include amongst other costs additional costs incurred in the event of a delay beyond your or our control.
- Activities in which you are likely to participate and in particular off-piste skiing with or without a guide (it is possible to ski off-piste inadvertently).

Note: There are of course other sections to a Wintersports Insurance policy such as baggage, legal expenses, ski equipment, personal accident and so on.

You will be required to provide us, upon request, with the name of your insurer, together with their 24-hour emergency number. However, please note that we do not check policies for suitability. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

20. Conditions of Suppliers

Many of the services which make up your arrangements are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see clause 14(3) above). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

21. Services in resort

Local services such as resort shuttle buses are run by local companies which are unconnected with us or the accommodation/other suppliers we feature and as such we have no control over them. These do not form part of any contract you have with us and we have no liability whatsoever for these. Please also see clause 14 above and clause 18 below.

22. Excursions and local activities

The information contained in our brochure and on our website is correct to the best of our knowledge at the time of the brochure going to print/being placed on our website. We may provide you with information (in our brochure, on our website and/or when you are on holiday) about activities and excursions which are available in the area you are visiting.

We have no involvement in any such activities or excursions which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 14 of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

Where we make or take any booking for or from you in resort in respect of any activity or excursion available in resort we do so solely as booking agent. This is the case regardless of whether the activity or excursion is advertised or mentioned in our brochure, in resort, on our website or elsewhere. Your contract for any such activity or excursion will be with the supplier or operator of that activity or excursion. Erna Low has no liability for any such activity or excursion or for any act(s) or omission(s) of the supplier or operator or for any of its/their employees or agents or any other person(s) connected with the activity or excursion. If we are found liable in any respect for any such activity or excursion (for example in our capacity as booking agent), that liability is limited to the cost of the particular activity or excursion concerned. We do not limit or exclude our liability for death or personal injury arising from our negligence.

23. Financial Security

As a member of the Association of Bonded Travel Organisers Trust Limited (ABTOT), and Association approved by the Department of Trade and Industry, Erna Low has provided and Bond to meet the requirements of the Package Travel, Package Holidays and Package Tours Regulations 1992. This bond provides security for UK customers and for their repatriation to the UK in the event of Erna Low's insolvency.

24. Pipeline monies

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 we issue our confirmation invoice. After that point, your agent will hold the monies on our behalf if you have booked a package holiday or on our behalf acting as agent for the accommodation/other supplier(s) of the services you have booked if you have not booked a package holiday. For flight inclusive bookings, all monies paid to such agents for your booking with us will be held on our behalf until they are paid to us or refunded to you.

25. Prevented from Travelling?

If any member of your party is prevented from travelling, that person may transfer their place to someone else (introduced by you) providing we are notified not less than two weeks before departure. 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 £25 must be paid before the transfer can be affected.

26. Tickets

All tickets will be sent approximately 2 weeks prior to your departure providing full payment has been received. In the event of a last minute booking, you may either collect the tickets from our office or we will send the details to you by email or fax where possible, or send the vouchers to the receiving supplier of the service awaiting your arrival (e.g. accommodation voucher to the residence reception).

27. Safety standards

Please note, it is the requirements and standards of the country in which any services which 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 the UK and may sometimes be lower.

28. Data Protection

We will deal with all personal data you provide us in accordance with our privacy policy, a copy of which can be found at: <http://www.ernalow.co.uk/privacy-policy>.

29. Jurisdiction and applicable law

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.