BOOKING CONDITIONS
Momentum Mountain Management Ltd

The following Booking Conditions form the basis of your contract with Momentum Mountain Management Limited trading as Momentum, Momentum Experiences, Momentum XP, Momentum Ski, Momentum Events and/or Momentum Travel, registered office 8th Floor, Becket House, 36 Old Jewry, London, EC2R 8DD (company number 3147653). Our principle place of business is at 185 – 187 Putney Bridge Road, London, SW15 2NZ. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them (on behalf of all participants where applicable).

Except where otherwise stated, these booking conditions only apply to the arrangements and services which you book with us before departure and which we agree to make, provide or perform (as applicable) as part of our contract with you. References in these booking conditions to "arrangements" mean such arrangements and services.

In these booking conditions, references to a "personal booking" means a booking of arrangements made by one or more individuals for their own personal use. References to a "corporate booking" means any booking of arrangements which is not a personal booking including one made by or on behalf of a company, other corporate entity or any type of business regardless of the type of arrangements booked and their purpose. In relation to personal bookings, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them, as the context requires and the "party leader" means the person who makes the booking (who must be at least 18). In relation to corporate bookings, "you" and "your" means the company or other entity who has made the booking and with whom we have entered into a contract, "company" means the other party to the contract and "company representative" means the person(s) authorised to deal with us in respect of the corporate booking. References to "booking(s)" means personal and/or corporate booking(s) as applicable and to any "participant(s)" means the persons travelling or booked to travel on the booking (or any of them as the context requires).

"Momentum", "we", "us" and "our" means Momentum Mountain Management Limited. References to "departure" are to the start date of the arrangements we have contracted to provide.

1. Your Financial Protection

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 4538). All flights and flight inclusive holidays we offer are financially protected by the ATOL scheme. 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 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 Consumer Protection Group, 5th Floor, 11 Westferry Circus, London E14 4HD, UK tel +44 (0)333 103 6350 e-mail claims@caa.co.uk www.caa.co.uk

In compliance with The Package Travel and Linked Travel Arrangements Regulations 2018 ("Package Travel Regulations"), an insurance policy has been arranged with Travel & General Insurance Services Limited (t&g), to protect customers' prepayments in the unlikely event of our financial failure, and paid in respect of:

- non-flight inclusive packages commencing and returning to the UK
- the ground handling aspects of packages where the customer is responsible for arranging travel to the destination offered on this website (subject to the terms of the insurance policy),

for:

- a refund of such prepayments if customers have not yet travelled, or
- making arrangements to enable the holiday to continue if customers have already travelled

Customers' prepayments are protected by a topp policy.

In the unlikely event of financial failure please contact the claims helpline on 01702 811 397. A copy of the policy is available on request.

This policy is provided by Travel & General Insurance Services Limited (t&g), registered number 02527363 and underwritten by Hiscox Insurance Company Limited (Hiscox), registered number 00070234. t&g and Hiscox are authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (number 113849)

2. The Arrangements we offer

We arrange holidays and events for individuals, groups and corporate entities. Some personal bookings will be for a "package" within the meaning of the Package Travel Regulations 2018 while others will not be. The Package Travel Regulations do not apply to corporate bookings. For certain services, we will make your booking as agent for the service provider / operator concerned. This means your contract will be with that service provider / operator who will be responsible for the performance of those services (and not us). Your contract for those services will be subject to the service provider's / operator's terms and conditions (available on request). Examples of these services are listed below and identified as "additional services". Additional services are booked separately to other arrangements and do not form part of any "package".

The essence of the arrangements we offer is INDEPENDENCE. We put the bones of your arrangements together but unless we also agree to arrange any other services, the rest is up to you. We have no resort or airport representatives and as an independent traveller or group you will have to make contact with agents, car hire/taxi/bus firms, hoteliers and other service providers yourself, some of whom may not speak English. Representative services may be available on request.

In these booking conditions, a "package" means a combination of at least two types of qualifying travel services (such as accommodation and transport) purchased at the same time by an individual or group of individuals (acting in a personal capacity) for the same holiday or event in such a way as to create a package as defined by the Package Travel Regulations. Please note, the Package Travel Regulations do not apply to corporate bookings and accordingly arrangements which are contracted otherwise than by an individual acting in a purely personal capacity will not be a package. This is the position even if payments are received directly or indirectly from any individual participant(s) (for the full cost of their arrangements or any elements of these) or the event is arranged purely for social purposes. A "single component" or "single element" means a single type of travel service such as accommodation only.

Momentum Events and Momentum Ski create, plan and operate special tailor-made events, either for public sale or for particular clients. These include but are not limited to: City Ski Championships (based around 2 days of amateur ski racing), Mountain Gourmet Ski Experience (based around gourmet dinners with one or more top chefs in the mountain), driving experiences and skiing or non-skiing events created on behalf of corporate clients.

Some of these booking conditions only apply to arrangements which form a package. This is stated within the relevant condition where applicable. For groups (by which we mean a booking for 10 or more individuals) and corporate bookings, additional and/or alternative terms may be applicable. These will be provided at or before the time of booking and are available on request. In the event of any conflict or difference between these booking conditions and any such additional or alternative terms, the additional or alternative terms will apply in respect of the conflict or difference.

Additional services which we arrange as agent only for the service provider / operator concerned include ski passes, ski & snowboard lessons, equipment rental, mountain guides, restaurant reservations, Gourmet Ski Experience meals and any other services or activities which we book for you with a third party on your behalf. These additional services can only be booked up to 4 weeks prior to departure and must be paid for at the time of booking. Additional services do not form part of any package and you will have a separate contract with the service provider / operator for those services.

3. Making your Booking and Payment

All provisional telephone and email quotations for arrangements are given in good faith, without obligation, and are subject to availability and the correction of any errors at the time of booking.

For personal bookings, the party leader is responsible for your booking and for making all payments due to us. This individual, who must be at least 18, must be authorised to make the booking and enter into a contract with us on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By making the booking request, the party leader confirms that he or she is so authorised. For corporate bookings, all participants are responsible for making payment to us of the amount due in respect of their place on the booking unless payment is to be made by the company.. The company representative confirms and warrants that he/she is authorised by the company to make the booking and to enter into a contract with us on the company's behalf on the basis of these booking conditions.

Payment of a per participant deposit is required in order to make your booking. The minimum deposit is £200 per participant but the applicable amount will be advised at the time of booking. This will depend on the specific elements of the final arrangements chosen and may be considerably more. Where your arrangements include flights, the full cost of those flights will usually be payable in addition to or as part of the deposit. Deposits are non-refundable except where otherwise expressly stated in these booking conditions. If you are booking within 10 weeks of departure, full payment must be made at the time of booking unless otherwise agreed in writing before your booking is accepted

It is a condition of our accepting your booking that all participants are covered by appropriate travel insurance. Any and all subrogation rights which may otherwise arise in relation to such insurance are expressly excluded. Please also see clause 9 on the subject of insurance.

Only once the applicable deposit payment has been received will we start to book the relevant services. If any of the services required are not available (or not available at the price provisionally quoted) or are subject to any changes, you will be advised of the alternative services / changes. Should you not wish to proceed with the booking as a result, we will refund your deposit in full.

Providing we are in a position to confirm your booking, we will issue our confirmation invoice to the party leader (personal bookings) or company (corporate bookings). A binding contract between Momentum and the party leader or between Momentum and the company, as applicable, comes into existence at this point which incorporates all applicable terms including these booking conditions. A binding contract may also come into existence when you make your booking over the phone (including payment of the amount then due) and we confirm your booking at the end of the call. It is the responsibility of the party leader or company representative to ensure all persons named on the booking have read all contract terms before making the booking.

The invoice will show all details of the booked arrangements which should be checked carefully by the party leader or company representative immediately on receipt. It will also state the balance of the price due and the date by which it must be paid. If any information on any documentation (including the confirmation invoice) appears to be incorrect or incomplete, you must let us know as soon as possible as we may not be able to make changes later. We regret we cannot accept any liability if we are not

notified of any inaccuracies (for which we are responsible) in any document within 48 hours of our e-mailing it to you. Where any inaccuracy affects a flight booking (including any name which is not exactly as stated on the passport of the person concerned), you must notify us immediately. We will do our best to rectify any mistake not notified to us within these time limits but you must meet any costs involved in doing so. We are not responsible for correcting errors arising from incorrect information you have provided but will do our best to assist (subject to payment by you of any costs arising as a result).

The arrangements made for you will be limited to those detailed on your confirmation invoice. The price generally includes any associated taxes, etc. with the notable exceptions of tourist tax where applicable and additional charges payable to hire companies for rental cars collected from airports, including upgrades and additional services, and road tolls.

Whilst in general, the balance due for the price of the arrangements made for you must be received by us not less than 10 weeks prior to departure, sometimes payment or part payment of the balance will be due prior to this date if requested by suppliers. We may not be aware of this at the time of booking so reserve the right to change the balance due date after booking if necessary. Earlier payment may be required, for example, for some special non-refundable offers for early booking made by our suppliers. Where applicable, details including any specific cancellation charges which are different to our standard terms, will be given to you at the time your booking is confirmed or as soon as we become aware of them if later.

If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because the party leader or company representative has promised to make payment, you must pay any additional cancellation charges shown in clause 8 depending on the date we reasonably treat your booking as cancelled.

In some instances, we may be able to offer a reduced price conditional on receipt of the full balance payment at the time of booking. This payment would be 100% non-refundable from the time of booking except where otherwise specifically stated in these booking conditions. Any special terms and conditions applicable to the booking will supersede our standard booking conditions in the event of any conflict. Any such special terms and conditions will be provided to you at the time your booking is confirmed.

We must be informed of any special requests (full bath, double or twin beds, access for children to spa or swimming pool, special meals, dietary requirements etc.) when you make your initial enquiry for a provisional quotation, especially if such requests are an important consideration for you confirming the booking. Whilst we will try to confirm your requests before you make your booking, in some cases it may not be possible to guarantee them in advance. Any associated costs/supplements will be payable direct to the service provider in the resort/at the airport. Noting your special request on your confirmation invoice or other document is not confirmation that your special request will be met. For your own protection you should obtain confirmation that any special requests will be met (where it is possible to give this) from us in writing. Unless specifically confirmed in writing by us, special requests are not guaranteed and failure to meet them will not be a breach of contract on our part. Any special request which we have accepted will be specifically confirmed as accepted on your confirmation invoice.

Please note, where we allow you a discount off the price of any of our arrangements (for example because you do not require the flights advertised as part of those arrangements), the amount of the discount is entirely at our discretion. We are not obliged to give you a breakdown of the cost to us of any element of the arrangements including any element to which the discount relates.

4. Your contract

Your contract will come into existence as set out in clause 3. Each of the parties to the contract agree that English law (and no other) 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 to the exclusion of all other courts unless, in the case of court

proceedings arising in connection with a personal booking, 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 in respect of a personal booking are brought in Scotland or Northern Ireland, you may choose to have your contract and claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

5. The cost of your arrangements

Please note, changes and errors occasionally occur. You must check the price of your chosen arrangements at the time of booking.

We reserve the right to increase or decrease and correct errors in advertised or quoted prices at any time before your booking is confirmed and a contract comes into existence. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. Covid-19 and the measures taken by governments and public authorities (in the UK or abroad) and businesses to manage its effects (such as social distancing) is likely to have a significant effect on the price of arrangements for a considerable period of time. Such measures may be introduced or changed with little or no prior notice. We also reserve the right to increase the cost of your booking in the event that you change the number of participants.

For personal bookings of a package, once the price of your chosen arrangements has been confirmed at the time of booking, we will only increase or decrease this in the following circumstances. Price increases after booking will be passed on by way of a surcharge. A surcharge will be payable, subject to the conditions set out in this clause, if our costs increase as a direct consequence of a change in (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources or (ii) 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 (iii) the exchange rates relevant to the package. You will also be entitled to a price reduction in the cost of your package arrangements where there is a decrease in our costs as a result of a decrease in the costs referred to in this paragraph which occurs between confirmation of your booking and departure.

If any surcharge applied in respect of a booking of a package is greater than 8% of the total cost, clause 10 will apply on the basis the surcharge is a significant change. You will be notified of any price increase or reduction applied in accordance with this clause 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. Any surcharge must be paid with the balance of the cost of your arrangements or within 14 days of the issue date printed on the invoice, whichever is the later.

For corporate bookings and any arrangements which do not constitute a package, we reserve the right to apply a surcharge if our costs increase as a result of any circumstances outside our control (including but not limited to those set out above).

Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your arrangements due to contractual and other protection in place.

6. Medical conditions / disabilities / reduced mobility

Our holidays and events may not be suitable for people with certain disabilities, medical conditions or significantly reduced mobility. Before you make a personal booking of a package, we will advise you as to whether the proposed arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that 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.

Should any participant suffer from any medical condition, disability or significant reduction in mobility which may affect your arrangements (including any which affect the booking process) or have any special requirements as a result, please tell us before you confirm your booking so that we can assist

the party leader / company representative in considering the suitability of the arrangements and/or making the booking. In any event, the party leader / company representative must give us full details in writing at the time of booking and whenever any material change in medical condition, disability or mobility of any affected participant occurs. The party leader / company representative must also promptly advise us if any medical condition, disability or reduced mobility which may affect your arrangements develops after your booking has been confirmed.

7. Changes by you

Should you wish to make any changes to your confirmed arrangements, the party leader / company representative must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such request. Where we can, an amendment fee of £25 per participant will be payable together with any costs or charges incurred or imposed by any of our suppliers. A change of departure and/or return dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes, including changes in the number of participants or rooming arrangements, may result in the recalculation of the price where the basis on which this was calculated has changed. This includes, for example, a change from double / twin occupancy of a room to single occupancy. The cost of other arrangements (such as transfers) may also increase as a result. Any increase in costs must be paid at the time the change is requested.

Where you have made a personal booking of a package, the party leader may transfer your booking or the place on the booking of the participant concerned to someone else (introduced by you) without payment of our cancellation charges providing the request for the transfer is made in writing not less than 7 days before departure. The person(s) to whom you wish to make the transfer must also satisfy all conditions which form part of your contract with us. Requests for transfer must be accompanied by the name and other applicable details of the replacement person(s). Where a transfer to a person of your choice can be made, all costs and charges incurred or imposed by any of our suppliers, together with an amendment fee of £25, must be paid before the transfer can be effected.

For all other bookings, any transfers and the applicable terms for making transfers are at our discretion.

As certain arrangements (such as flights) cannot be changed after a reservation has been made, name changes, other alterations and cancellation affecting these services are likely to incur a 100% cancellation charge and the applicable cost of rebooking the service. The re-booking will always be subject to flight availability and to the payment of the full cost of the new ticket.

8. Cancellation by you

You may cancel your confirmed booking at any time before departure. If you want to cancel your booking after we have confirmed it, the party leader or company representative must do so by e-mail or by posting or hand delivering written notice of cancellation to us. Your notice of cancellation will only be effective when it is received in writing by us at our offices. The cancellation charges on the scale shown below will then be payable based on your original departure date. In calculating these cancellation charges, we have taken account, where appropriate, of possible cost savings, including the refund of airline passenger duty, and the generation of income from other bookings which may be able to utilise cancelled services to the extent this is likely to be achievable. For personal bookings, cancellation charges are calculated on the basis of the total cost payable by the participant(s) cancelling. For corporate bookings, cancellation charges are applied by reference to the total cost payable or, for individual cancellations, the cost payable in respect of the participant(s) concerned. For all bookings, insurance premiums, amendment charges and previously incurred cancellation charges are excluded from the calculation of cancellation charges and are not refundable.

Period before departure within which written notification of cancellation is received by us	**Cancellation charge (per participant cancelling where applicable)**
More than 70 days	Deposit only
69 – 45 days	50% or deposit (whichever is greater)
44 – 31 days	75%
30 – 0 days	100%

Some specific bookings are 100% non-refundable from the date the booking is confirmed. We will confirm prior to confirmation of your booking if this is the case.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) from your travel insurer. Claims must be made directly to the insurance company concerned after you have paid the applicable cancellation charge to us.

Where any cancellation reduces the number of full paying party members below the number on which the price and/or any concessions agreed for your booking were based, we will re-calculate these items and re-invoice you accordingly. See clause 7 for more details of costs resulting from changes to the booking. Any increase in costs will be payable by the remaining party members.

We will not make any refunds in respect of any unused element of your arrangements, including without limitation, accommodation, flights or transfers.

9. Insurance

It is a condition of our acceptance of your booking that all participants are covered by appropriate travel insurance. Travel insurance must be purchased prior to or at the point of booking with us (so that you have cancellation protection) and not just prior to departure. It is the responsibility of the party leader / company representative to ensure that all participants have adequate travel insurance. This insurance must include cover for:

(i) cancellation or curtailment of your arrangements as a result of circumstances outside your control (including accident or illness and inability to travel for other reasons);
(ii) personal accident;
(iii) personal liability to include, amongst other liabilities, damage caused by the negligence of any participant(s) to the property in which participants are staying, and which must include contractual liability of the party leader / company for the actions of participants;
(iv) emergency medical expenses, amongst other costs this should cover, mountain rescue, ambulance charges and repatriation to the your home country in the event of medical need;
(v) cover for costs and liability arising from any specific activity you intend to participate in;
(vi) travel and transfer delays which must include amongst other costs; additional costs incurred in the event of a delay or flight cancellation; and
(vii) specific Covid-19 related cover to include, without limitation, cover for cancellation, curtailment or an extension of your stay in the event that you or anyone with whom you have been in close proximity tests positive for Covid-19 or is awaiting a test result, you have Covid-19 symptoms or are required by the relevant authorities to self-isolate prior to travel or during your holiday. If any participant is unable to return to your home country as planned the policy should cover that participant for an extension of their stay.

The policy must cover the period from the date of booking to the last day of your trip and may not have a clause allowing the insurer to cancel the insurance except in unusual circumstances e.g. fraud and misrepresentation.

Please note, it is your sole responsibility to ensure that the travel insurance purchased is suitable for your particular needs, including without limitation, in respect of any pre-existing medical condition (which must be disclosed to the insurer prior to purchasing the policy) and for any specific activities in which you intend to participate such as heli-skiing, off-piste skiing, snow-mobiling as driver or passenger, climbing, tobogganing, skeleton, ski racing and skiing at night.

Please be aware that any advice against non-essential international travel (including as a result of the Covid-19 pandemic) issued by the UK Foreign, Commonwealth and Development Office (or equivalent authorities outside the UK for citizens of those countries) may have an impact on your travel insurance. You must check the policy terms prior to purchasing your insurance.

Please read your policy details carefully and take them with you when you travel. It is the responsibility of the party leader and company as well as the individual participants to ensure that the insurance cover purchased is suitable and adequate for the particular needs of participants and provides cover for the activities participants are intending to engage in. It must be suitable for winter sports. We shall not be liable for any costs incurred or claims made against us due to any failure to comply with this term. For corporate bookings, the company must in addition consider all risks arising in relation to the booking (including without limitation, any decision which may be taken not to proceed with an event for any reason) and obtain suitable insurance to cover those risks. For all bookings, all parties agree that any and all subrogation rights which may otherwise arise from or in relation to any payment made by any insurance company are expressly excluded.

10. Changes and cancellation by us

(1) **Changes generally.** Changes to confirmed bookings sometimes have to be made and we reserve the right to do so in accordance with this clause 10. Most changes will be insignificant and we have the right to make these in respect of all bookings – see clause 10(2) for more details. 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 personal booking of a package or to any special requirements which we have accepted as part of such booking as referred to in clause 6. Where we have to do so, clauses 10(4) will apply. On occasions, we may also have to make a significant alteration to other types of bookings. In this event, please see clause 10(8).

(2) **Changes which are not significant – all bookings.** All alterations which are not significant as referred to in clause 10(1) will be treated as insignificant changes. Carriers such as airlines may be subject to change. Any such change will not be significant. A change of flight time of less than 12 hours, airline, departure airport between London airports (Gatwick, Heathrow, Luton, Stanstead or London City) or between regional airports which are within reasonable travelling distance of your home, type of aircraft (if advised), destination airport, accommodation to another of a similar standard and with similar facilities or ski resort to another with comparable skiing opportunities will also all be treated as insignificant changes for all bookings. Please bear in mind that Covid-19 and the measures and other action being taken by governments, public authorities and businesses to manage its effects (including implementation of mandatory social distancing, face masks/coverings, hand sanitization, temperature checks and limits on group sizes using facilities such as swimming pools, spas and restaurants) is likely to have an impact for a considerable period of time. We may, for example, be unable to provide certain advertised services or facilities as a result. Such measures / action may be introduced or changed with little or no prior notice. Greater flexibility is therefore likely to be required for the foreseeable future which we would ask you to bear in mind at all times, both before and after departure. Any impact which such measures / action has on your booking will not constitute a significant alteration to your contracted arrangements and will not entitle you to cancel without payment of the applicable cancellation charges as a result. When we refer to the Covid-19 pandemic in these booking conditions, we mean the pandemic resulting from the illness or disease caused by the novel coronavirus called severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and any mutations or variants of the same and/or any other coronavirus (and its mutations and variants) which is treated as part of the same pandemic and/or another pandemic however described.

(3) **Events and minimum numbers – all bookings.** All events require a minimum number of participants to enable us to operate them and are costed on the basis that this number will be met. We reserve the right at our reasonable discretion (but are not obliged) to cancel any event where the applicable minimum number is not achieved by the deadline we set. We may need to increase the price payable where our costings change as a result of the applicable minimum number of participants not being achieved or the expected number of participants changing after confirmation. Any such increase will not be a surcharge and must be paid if the event is to proceed. However, re-costing an event may not always be possible. If we have to cancel an event arranged for a specific group(s) because the

applicable minimum number of participants has not been achieved (which includes a refusal to pay any increased costs resulting from operating the event with less than the applicable minimum number), the cancellation charges referred to in clause 8 will be payable. We will notify you of cancellation for this reason by the agreed deadline. If we have to cancel an event which is not arranged for a specific group(s) (but is one which, subject to availability of places, anyone can make a personal booking for) because the applicable minimum number of participants has not been achieved, we will notify you not later than 20 days before departure. For this type of event, a full refund of the cost of the personal booking paid to us will be made if we cancel for this reason but we will not have any further or other liability. For any cancellation which results from a failure to achieve the applicable minimum number of participants for any type of event, no compensation will be payable and we will have no responsibility for any travel or other expenses (such as flight costs) which you may have incurred in connection with your booking.

(4) **Significant changes – personal bookings of packages.** For personal bookings of packages, 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 alternative holiday arrangements we are able to offer (including the applicable price); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration or any alternative holiday arrangements offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so. If you choose to cancel your booking as a result and subject to clause 10(9), we will refund all payments you have made to us within the applicable period after the date the cancellation takes effect and terminates your contract (which is usually the date we send you a cancellation invoice following receipt of your written cancellation notification). 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 treat your booking as cancelled by you and refund all payments made to us within the applicable period of the effective date of cancellation (as above). No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see clause 11).

(5) **Cancellation by us – personal bookings of packages.** Occasionally, it may be necessary to cancel a confirmed personal booking of a package. We have the right to terminate your contract in the event (i) we are prevented from performing your contracted arrangements as a result of unavoidable and extraordinary circumstances (see clause 11) and we notify you of this as soon as reasonably possible or (ii) (where applicable) we have to cancel an event which is not arranged for a specific group(s) (but is one which, subject to availability of places, anyone can make a personal booking for) because the applicable minimum number of participants has not been achieved and we notify you of cancellation for this reason as referred to in clause 10(3) or (iii) we are unable to perform your contracted arrangements for any other reason which is outside our control. Where we have to cancel your booking in these circumstances, we will, subject to clause 10(9), refund all monies you have paid to us for your contracted arrangements within the applicable period of the effective date of cancellation (see clause 10(4)) 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 as a result. We will of course endeavour to offer you alternative arrangements where possible which you may choose to book (at the applicable price) 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 8 will apply or if we have to cancel an event arranged for a specific group(s) because the applicable minimum number of participants has not been achieved which is dealt with in clause 10(3).

(6) **Our inability to perform your arrangements – personal bookings of packages.** Please note, any refund entitlement under the Package Travel Regulations only arises where specifically stated in these booking conditions. This includes where we are prevented from performing your contracted arrangements as a result of unavoidable and extraordinary circumstances as referred to in clause 10(5), we have exercised our right to cancel as a result and clause 10(9) does not apply. Without limitation, you will not be entitled to a full refund and cancellation charges are likely to apply where such circumstances affect your ability or inclination to travel rather than our ability to perform or provide the contracted arrangements. For example, compliance with the entry and other requirements of the UK and other countries (including those relating to Covid-19) which are applicable to travellers is your responsibility and does not affect our performance of the contracted services. The issue of advice or recommendations against non-essential travel by public authorities (such as the UK Foreign,

Commonwealth and Development Office) does not automatically mean we are prevented from performing your arrangements. It is your responsibility to comply with all requirements which relate to entry to your overseas destination (and any country through which you are transiting) and return to the UK / your home country including, without limitation, in respect of Covid-19 testing and vaccination. Inability to travel or gain entry as a result of failure or inability to do so does not entitle you to cancel without payment of our applicable cancellation charges. Any obligation to quarantine or self-isolate on your return to your country of residence does not affect our ability to provide your arrangements and will not entitle you to cancel without paying our usual cancellation charges.

(7) **Unavoidable and extraordinary circumstances occurring in destination – personal bookings of packages.** For personal bookings of packages only and subject to clause 10(9), in the event that unavoidable and extraordinary circumstances (see clause 11) occur in the place of destination of your arrangements 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. Where applicable, you must notify us of your wish to cancel for this reason in writing. Any refund may be paid in the form of a credit note. You are only entitled to cancel in accordance with this clause where such circumstances actually significantly affect the performance of contracted arrangements or the carriage of passengers to the destination. Providing we are in agreement that you are entitled to cancel in accordance with this clause, we will send you a cancellation invoice to confirm the cancellation. We will notify you as soon as practicable should this situation occur. You will not be entitled to any compensation or payment of any other amounts.

(8) **Changes and cancellations – corporate bookings and personal bookings (not packages).** We reserve the right to make changes to, and cancel, corporate bookings and personal bookings of non-packages where we need to do so. This will usually be for reasons outside our control. Where a change is significant, or if we have to cancel, we will endeavour to offer you the choice of purchasing alternative arrangements at the applicable cost. If we are unable to do so or you do not wish to accept any available alternative, we will provide you with a refund of the payments made to us (which may be in the form of a credit note) in respect of your booking subject to clause 10(9). The arrangement fee referred to in clause 10(9) will not be refundable where your booking does not proceed as a result of unavoidable and extraordinary circumstances (see clause 11). For additional services, your contract may be directly with the service provider / operator concerned whose terms and conditions will apply to that contract.

(9) **Exceptional force majeure.** Exceptional force majeure is a sub-category of unavoidable and extraordinary circumstances as described in clause 11. For all bookings, in the event that we are unable to perform, or have to cancel, your contracted arrangements as a result of exceptional force majeure, all parties agree we are not required to provide a full refund of payments made to us. We will take such steps as we reasonably can to recover payments made to suppliers and where we are able to do so, will refund these to you. Such refunds may take the form of a credit note or voucher where we are unable to obtain cash refunds. Most of the work we do in order to provide your booked arrangements is carried out before your holiday or event takes place which is often tailor-made to your specific requirements. The cost of your arrangements accordingly include an element or fee which relates to, and covers, the work involved in advising on, making and managing all elements of your booking ("arrangement fee"). The amount of this arrangement fee depends on various factors including the amount of work we have to do, the nature and complexity of the arrangements and the number of participants. It is usually equivalent to 15% of the cost of your booking but may be more. As most of the work to which the arrangement fee relates is carried out before and around the time of booking, it is non-refundable in all circumstances where the booking does not proceed. This includes the situation where you cancel for any reason such as, without limitation, where you are unable or unwilling to travel due to unavoidable and extraordinary circumstances.

(10) **Gourmet Ski Experience** (The Event) is curated by Momentum Experiences (Momentum) with guest celebrity chefs. There may be exceptional circumstances beyond the control of Momentum that would mean a particular guest chef cannot attend The Event. In these circumstances Momentum will use all reasonable endeavours to find a suitable replacement. It should however be noted that this will have no effect whatsoever on the quality of the food and drink offering at the Event and Momentum will have the continued support of the guest chef's own team of chefs to deliver the experience. The non attendance of any guest chef at the event will not entitle you to cancel a booking without paying the applicable cancellation charge. Additionally no compensation will be paid. All photographs and

advertising relating to Gourmet Ski Experience illustrate the event from previous years and do not necessarily reflect details of the experience for coming to the Event.

11. Unavoidable and Extraordinary Circumstances

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept any liability or pay any refunds, compensation, expenses or other amounts where the performance or prompt performance of our obligations under our contract with you is prevented or affected by, or you and/or any participant suffer any damage, loss or expense of any nature 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) fire, flood, avalanche, adverse weather conditions, road or tunnel closures, transport disruption, riot, civil strife, terrorist activity, industrial dispute, an outbreak of a serious illness or an epidemic at your holiday destination, closure, restriction or congestion of airports, other transport hubs or airspace or flight restrictions imposed by any government, public or regulatory authority or other third party.

Unavoidable and extraordinary circumstances will include the UK Foreign, Commonwealth and Development Office advising against all travel or all but essential travel to any country, region or destination. The reason for such advice could also be exceptional force majeure.

Please note, if your arrangements include a private transfer which is disrupted by unavoidable and extraordinary circumstances, you will be responsible for meeting any additional costs incurred as a result.

“Exceptional force majeure” is a sub-category of unavoidable and extraordinary circumstances. These are extreme situations which actually or effectively prevent our being able to operate our business and perform contracted arrangements (or any reasonable alternative to those arrangements) and which go beyond those events outside our control which we can reasonably expect to occur from time to time. They are, in other words, situations which at the time of confirming your booking, we did not reasonably contemplate would or may happen and which prevent the performance of your booking and any reasonable alternative arrangements which we would usually expect to be able to offer because of the scale, nature and/or impact of the event(s) or circumstances in question. This includes, by way of example and without limitation, the Covid-19 pandemic and terrorism which has a widespread impact such as that resulting from the 9/11 terrorist attacks on the Twin Towers in the US in 2011. We will determine in our sole reasonable discretion whether a situation qualifies as exceptional force majeure.

12. Liability

(1) Where you have made a personal booking for a package, we will ensure that the arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, a participant suffers death or personal injury, or your contracted arrangements are not provided as promised or prove deficient as a direct result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) If you have made a personal booking for arrangements which are not a package or a corporate booking, in either case where your contract is with us, our responsibility is to use our reasonable skill and care in the selection of the suppliers and other third parties who will provide your arrangements. Providing we do so, we will have no responsibility for the acts and omissions of those suppliers and third parties (or their employees, agents or contractors) or for the actual performance of the arrangements. Where we have accepted your booking in the capacity of agent for the service provider / operator of the service concerned (which will usually be the case for single component bookings / additional services), your contract will be with the service provider / operator and we will not have any

liability for the performance of the service concerned or for the acts or omissions of the service provider / operator or their employees, agents or contractors.

(3) We will not be responsible for any injury, illness, death, loss (for example, loss of enjoyment or loss of possessions), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from any of the following:-

- the act(s) and/or omission(s) of the person(s) affected; or

- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or

- unavoidable and extraordinary circumstances as defined in clause 11 above.

(4) We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us in our brochure or on our website and we have not agreed to arrange them as part of our contract and any excursion or activities you purchase during your holiday. Please also see clause 18 “Excursions, activities and general area information”. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(5) For personal bookings of packages, the promises we make to you about the services we have agreed to provide or arrange as part of our contract, and the laws and applicable standards of the country in which your claim occurred, will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which give rise to the claim were provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim concerns the absence of a safety feature which might lead a reasonable holidaymaker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clauses 12(1) and 12(2). We do not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean we have not exercised reasonable skill and care. For all other bookings, compliance with local laws and standards is the responsibility of the supplier / service provider / operator of the services concerned.

(6) Except as set out in clause 12(7) or as otherwise permitted by English law, we do not limit the amount of damages any participant is entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently. For all other claims arising from a personal booking of a package, if we are found liable to you on any basis, the maximum amount we may have to pay is three times the total cost of the arrangements of the participant(s) affected (excluding any insurance premiums and amendment charges), unless a lower limitation applies to the claim under clause 12(7). This maximum amount will only be payable where everything has gone wrong and the participant has not received any benefit at all from their arrangements. For all other claims arising from a personal booking of arrangements which are not a package or from a corporate booking, our maximum liability is limited to a refund of the cost of the arrangements of the participant(s) affected (unless a lower limitation applies to the claim under clause 12(7)) where we are found to be liable for that claim. For all bookings, we have no liability for any indirect, consequential or special damages.

(7) Where any claim concerns or is based on any travel arrangements (including without limitation, the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies where we have arranged that travel as part of our contract, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which damages / compensation will be payable) will be limited as if we were the carrier in question as referred to in this clause 12(7). The most we will have to pay for that claim if we are found liable on any basis is the most the carrier concerned would have to pay under the international convention or EU regulation which applies to the travel arrangements in question. Such conventions and regulations include the Warsaw Convention as amended or un-amended and the

Montreal Convention 1999 for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, EC Regulation 392/2009 on the liability of carriers of passengers by sea in the event of accidents and the Athens Convention relating to the carriage of passengers and their luggage by sea 1974 for international travel by sea (as amended by the 2002 protocol), the Convention on Limitation of Liability for Maritime Claims as amended by the 1996 protocol and the Convention of 1980 concerning International Carriage by Rail (COTIF) as amended. Where a carrier would not be obliged to make any payment under the applicable international convention or EU regulation (including where any claim is not notified and issued in accordance with the stipulated time limits), we, similarly, are not obliged to make a payment for that claim. When making any payment, we will deduct any money which you / any participant has received or is entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and EU regulations are available from us on request. Please note that strict time limits apply for notifying loss, damage or delay of luggage to the airline or ferry / cruise operator. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable convention or EU regulation.

(8) We cannot accept any liability for any damage, loss, expense or other sum(s) of any nature or description which (a) 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) did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers or (c) relates to any business (including without limitation, loss of self-employed earnings).

13. Complaints and claims procedure

In the unlikely event you have any reason to complain or may have a basis for making a claim in respect of any aspect of your arrangements, the party leader, company representative or participant concerned must immediately inform the hotel or other supplier. If we have a local agent, you should inform them as well. The issue can then be promptly investigated and, where appropriate, steps taken to resolve the situation. Any verbal notification must be put in writing and given to the hotel / supplier as soon as possible. If we do not have or you cannot contact our local agent and/or the situation is not resolved to your satisfaction within a reasonable time, you must contact us in the UK as soon as possible. You will be provided with contact details to enable you to do so before you travel. Until we know about a complaint or problem, we cannot begin to resolve it. Most issues can be dealt with quickly.

In the event a complaint or problem is not resolved to your satisfaction locally and you wish to pursue the matter, the party leader or company representative should contact us in writing with full details within 28 days of the end of your arrangements.

If you fail to follow the simple procedure set out in this clause, we are unlikely to be in a position to properly investigate the matter and may have been deprived of the opportunity to remedy it whilst you are away. Subject to clause 12(6), any right to claim any compensation or damages you may otherwise have been entitled to may be affected or even lost as a result.

14. Assistance whilst you are away

In the event any participant ends up in difficulty (of any sort) whilst away where you have purchased a package, we will provide you with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. Where any participant is in difficulty as a result of their negligence, we may charge a reasonable fee for this assistance which will not exceed the costs we actually incur.

15. Behaviour and damage

The party leader, company and participants accept responsibility for any damage or loss caused by them whilst away. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you

must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all participants to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, any participant behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the arrangements of the participant(s) concerned. In this situation, the participant(s) concerned will be required to cease all use of the holiday services including leaving any accommodation. We will have no further responsibility toward such participant(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses, costs or loss incurred as a result of the termination.

16. Conditions of suppliers**.**

Many of the services which make up your holiday 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 participants, usually in accordance with applicable international conventions or EU regulations (see clause 12(7)). Copies of the relevant parts of these terms and conditions and of the international conventions / EU regulations are available on request from ourselves or the supplier concerned.

17. Excursions, activities and general area information

We may provide the party leader / company representative / participants with information (before departure and/or when you are away) 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 not operated, supervised, controlled or endorsed 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 any 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 12(1) 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 the death or personal injury of any participant.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control.

18. Passports, visas and health requirements

The passport, visa and other entry requirements applicable to the arrangements we offer are shown at www.gov.uk/foreign-travel-advice . The party leader / company representative / each participant must check entry and other official requirements for all countries to or through which you are travelling as well as any requirements applicable on return to the participant's home country, at the time of booking and in good time before and close to departure. Requirements are likely to change and travel restrictions may be imposed (which could be at no or very short notice prior to departure) as a result of the Covid-19 pandemic. The party leader / company representative / each participant must also keep up to date with this information while away.

A British passport usually takes approximately 3 to 6 weeks to obtain. If any participant (who is a British citizen) is 16 or over and hasn't got or previously held a British passport, more time needs to be allowed as the UK Passport Service has to confirm their identity before issuing their first passport. If any participant is not a British citizen or holds a non-British passport, they must check the applicable passport and visa requirements with the embassy or consulate of the country(ies) to or through which they are intending to travel. All participants must check the latest position on applying for or renewing a passport at the earliest opportunity where applicable.

Travel to Europe requires that all participants have a minimum of 6 months' validity on their passport on the date of their departure from the UK. The European Travel Information and Authorisation System (ETIAS) is likely to be effective from the end of 2022. In order to travel to or within the Schengen Zone (which currently covers 26 countries), an electronic travel authorisation will be required unless a visa is needed. An ETIAS travel authorisation is a visa waiver and, once granted, is valid for 3 years or until the related passport expires. It can only be applied for on-line and a fee will be payable unless an exemption applies. An ETIAS travel authorisation will be required regardless of the length of the visit. If any participant is unable to travel because they have not obtained an ETIAS travel authorisation, cancellation charges will apply. For more information, see www.etiasvisa.com

Details of any compulsory health requirements applicable to your holiday are shown at www.gov.uk/foreign-travel-advice It is your responsibility to ensure you obtain details of and comply with all recommended and required vaccinations, health precautions and other health related measures (including those introduced to deal with Covid-19) in good time before departure. You must also ensure you comply with all Covid-19 testing requirements as applicable before you leave the UK, in order to gain entry to your country of destination (and any country through which you are travelling), in order to return to the UK and after your return to the UK. Specific requirements may vary between the four countries of the UK and may change at any time. If your country of residence is not the UK, you will need to comply with all requirements of your home country as well as your country of destination (and any country through which you are travelling). You must also keep up to date with the latest information in respect of Covid-19 related requirements. Details are available from your GP surgery, local travel clinic and the National Travel Health Network and Centre http://travelhealthpro.org.uk/. Details of UK testing requirements on departure from and return to the UK can be found at www.gov.uk/uk-border-control Information on health abroad is also available on www.nhs.uk/Live-well/healthy-body/before-you-travel.

Vaccination and other health requirements/recommendations are subject to change at any time for any destination, including at short or no notice. Please therefore check with a doctor or clinic or other reliable source of information not less than 6 weeks prior to departure and also closer to departure to ensure that you are aware of and can meet the necessary requirements and have the latest information. Please be aware that there may be enhanced screening/monitoring at exit and entry points both in the UK and overseas. When arriving in or from certain countries, you may be required to self-isolate or quarantine (which could be in a designated facility) for a set period on arrival.

Existing issued EHIC (European Health Insurance Cards) remain valid until they expire even though the UK has left the EU. When your EHIC expires, or if you haven't had an EHIC, you can apply for a GHIC (Global Health Insurance Card) providing you are eligible for one. A GHIC provides the same cover as an EHIC. Certain individuals may also be able to apply for a UK issued EHIC after 31 December 2020. EHIC and GHIC are free to apply for. However, both EHIC and GHIC provide only limited access to healthcare whilst you are outside the UK which also varies from country to country. They also provide no cover in the event that you require medical repatriation to the UK. Neither an EHIC nor a GHIC offer comparable protection to travel insurance and are not a substitute for travel insurance. Accordingly, you must purchase appropriate travel insurance. For more information, visit https://www.nhs.uk/using-the-nhs/healthcare-abroad/apply-for-a-free-uk-global-health-insurance-card-ghic/

It is the responsibility of the party leader / company representative to ensure that all participants are in possession of all necessary travel and health documents before departure and prior to return and comply with all applicable Covid-19 testing and any other requirements. All costs incurred in obtaining such documentation and complying with such requirements must be paid by you. We regret we cannot accept any liability if any participant(s) is refused entry onto any transport or into any country (including your country of residence) due to failure to obtain and carry all required documentation and to otherwise comply with all applicable requirements (including health/Covid-19 related ones). If failure to have all necessary travel or other documents or to comply with any requirements results in fines, surcharges, other financial penalty, costs or expenses being incurred by us, you will be responsible for reimbursing us accordingly. If any participant is unable to travel as a result of failure or inability to comply with any Covid-19 related or other requirements, cancellation charges will apply as referred to in clause 8.

19. Foreign Office Advice

The UK Foreign Commonwealth and Development Office publishes regularly updated travel information on its website www.gov.uk/foreign-travel-advice and https://travelaware.campaign.gov.uk which you are strongly recommended to consult before booking as well as close to and in good time before departure. Up to date UK border control measures are available at www.gov.uk/uk-border-control

20. Flights

In accordance with EU Directive (EC) No 2111/2005, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at http://ec.europa.eu/transport/modes/air/safety/air-ban_en

We are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 10 "Changes and cancellation by us" will apply. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

Specific instructions relating to departure and travel arrangements will be sent approximately 2 weeks before departure. You must check all information and documentation provided very carefully immediately on receipt to ensure you have the correct flight times and other up to date travel information. It is possible that flight times may be changed at a later stage. We will contact you as soon as possible if this occurs.

Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

21. Delay and Denied Boarding Regulations

In the event of any flight delay or cancellation at your UK or overseas point of departure, the airline is responsible for providing such assistance as is legally required by the Denied Boarding Regulations (see below). The ferry, tunnel or rail operator is similarly responsible in relation to any delayed or cancelled sea crossing or international rail departure. Except where otherwise stated in our brochure or on our website, we regret we cannot provide any assistance in such circumstances other than information and advice to the extent we are in a position to do so.

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline concerned may however provide refreshments etc. We cannot accept liability for any delay which is due to any of the reasons set out in clause 10(2) of these booking conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements.

If any flight which forms part of your confirmed arrangements is cancelled or delayed, the flight booking is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay the passenger(s) concerned compensation, refund the cost of the flight and/or provide the passenger(s) with accommodation and/or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due. All sums you receive or are entitled to receive from the airline

concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules, you may use the CAA Passenger Advice and Complaints Service. See www.caa.co.uk/passengers/resolving-travel-problems for further details.

22. Website / advertising material accuracy

The information contained on our website and in our other advertising material is believed to be correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen arrangements (including the price) with us at the time of booking.

23. Safety standards

Please note, it is the requirements and standards of the country in which any services which form part of your arrangements 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/often] be lower.

24. Covid-19 and contagious or infections disease

If any participant is unwell with any of the following: a high temperature, new continuous cough or a loss of, or change in, their normal sense of taste or smell (anosmia), they must self-isolate and follow the guidance issued by Public Health England / the UK Government / your own government or public health authority. Cancellation charges will apply if the participant is unable to travel as set out in clause 8. If any participant becomes unwell whilst away, they must follow the guidance provided. All participants must have insurance to cover them in the event that they have to cancel, curtail or remain abroad for any reason.

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