

1. BOOKINGS

A Booking should be accompanied by a completed booking form and the relevant deposit for each passenger. Bookings made within eight weeks of departure must be accompanied by full payment. Deposits are non-refundable and non-transferable. Last minute bookings – especially those made by telephone or email should be followed by a completed booking form. If no form is received, reservations will be deemed to be subject to these booking conditions. Your booking will be taken as confirmed in respect of all persons travelling and when we send our confirmation to you or your coach a binding contract between us will be created. In the Booking Conditions, 'you' and 'your' means all persons (or any of them) named on the booking, this may include anyone who is substituted at a later stage. Please check your confirmation together with all other documents sent to your coach or to you as soon as you receive them. Contact your coach or us immediately if any information that appears on the confirmation or any other document appears to be incomplete or incorrect as it may not be possible to make changes at a later stage. We regret we cannot accept any responsibility if you do not notify us of any inaccuracies in any document within ten days of our sending it out, or five days for tickets. We can only accept a booking if the lead name is a minimum of 18 years before or on the day of departure, if under the age of 18 at the time of booking, we will require the written consent of a parent or guardian before the booking can be made.

2. YOUR HOLIDAY PRICE

We reserve the right to alter the prices of any of the holidays shown in our brochures or website. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

When you make your booking you must pay a minimum deposit of £100 per person. The balance of the price of your travel arrangements must be paid at least 8 weeks before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. The price of your travel arrangements was calculated using exchange rates quoted in the "Financial Times Guide to World

Currencies" on 12 April 2009 in relation to the following currencies: Euros

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure. 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. You will be charged for the amount over and above that per person. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday 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, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

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 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.

3. IF WE CHANGE YOUR HOLIDAY ARRANGEMENTS

As they are made well in advance, we may occasionally have to change your holiday arrangements and we reserve the right to do so. For instance, your hotel may close down or flight details may change. However, we promise that we will not make significant changes (as described below) to your confirmed holiday arrangements less than 14 days before departure unless we are forced to do so as a result of unforeseeable and unusual circumstances beyond our control, the consequences of which were unavoidable even with all due care. If we have to make a significant change to your arrangements and you have paid the full advertised price, we will give you a minimum reduction or compensation of

at least the amounts shown below depending on the date the change was made and the exact circumstances. A significant change is a change made before departure, which on the basis of the information given to us by you at the time of booking we can reasonably expect will have a major effect on your holiday. Below are examples of significant changes.

- A reduction in the number of nights of your holiday.
- A change of your departure airport (except from Stanstead to Luton or vice versa or from Heathrow to Gatwick or vice versa)
- A change in your resort area or your accommodation to a lower category for the full duration of your stay. (A change to the same category hotel within the same resort area does not constitute a major change).
- A change of your date of departure (see below).

If there is time to do so before departure you can choose to:

Accept the changed arrangements or take the reasonable alternative holiday we offer you (if this is less expensive than your original holiday, we will refund the difference but if it is more expensive we will not ask you to pay more).

If you decide not to take the alternative holiday we specifically offer you, you may purchase any other available holiday from us at the applicable price and we will give you 10% off the price of your original holiday or a reduction on the cost of that holiday or, cancel your holiday.

If you choose to accept the new arrangements or purchase another holiday from us, we will reduce the price of your holiday on the following scale. If you choose to cancel your holiday we will refund any money you have paid to us, as well as paying you compensation on the following scale, (although we will only make one reduction or payment per person as shown)

No. of days notification minimum before departure.

Payment

More than 56 days Nil

29-55 days £10

15-28 days £15

8-14 days £20

7 days or less £25

7 days or less £25

A change of overseas airport, return flight time of less than 12 hours or return to UK airport will not be significant changes.

Where your airport is changed, we promise to transport you from your overseas accommodation to your alternative overseas airport or from your UK airport of arrival to your UK departure airport. If your holiday is cancelled,

please see 'Cancellation By Us'. No liability beyond offering the above mentioned choices can be accepted and no compensation will be paid where we are forced to make a change 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. Please note no compensation is payable for minor changes. Such changes are any change which, taking account of the information you give us at the time of booking, we would not reasonably expect to have a significant effect on your holiday.

Minor changes do not entitle you to cancel or change to another holiday without paying our normal charges.

4. IF YOU CANCEL YOUR HOLIDAY

If you need to cancel your booking or part of it, and you booked through your coach ask them to let us know by filling in a cancellation/amendment form. If you booked direct please write to us at Sport:Away. Either way, the person who signed the booking form must sign the form or letter. To compensate us for the risk that we may not be able to resell the holiday and to cover the cost of processing your cancellation, we make a cancellation charge on the scale shown. The person who signed the booking form is responsible for paying this charge. The size of the charge depends on when we receive your letter or form – the more notice you give, the less we charge. If you are travelling on a scheduled flight, we cannot give you any refund until we have received your old travel documents, including tickets. You should return them to your coach, but you may send them to us if you booked through Sport:Away. Please check your cancellation policy, as you may be able to claim for the cancellation charge.

Cancellation Charges

These charges are based on how many days before your booked departure we receive your cancellation.

These charges are a percentage of the total cost of your holiday, not including your insurance premium.

Number of Days Amount you must pay

More than 49 days 50% of holiday cost or deposit if greater.

29-49 days 70% of holiday cost or deposit if greater.

22-28 days 80% of holiday cost or deposit if greater.

0-21 days 100% of holiday cost or deposit if greater.

5. CHANGES MADE BY YOU

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for

example your departure date chosen or accommodation, we will do our utmost to make these changes but it may not always be possible.

Please note that it is not possible to change your holiday from one season to another, for example you cannot change a 2009/10 holiday for a 2010/11 holiday. Such alterations will be considered cancellations. Any request for changes to be made must be in writing from the person who made the booking or your coach. You will be asked to pay an administration charge, as detailed below, and any further cost we incur in making this alteration. 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. Note: certain travel arrangements cannot be changed after a reservation has been made and any alteration request will incur a 100% cancellation charge. Name changes can be accepted before your departure date and a minimum charge of £50 will be applicable for each name change. This includes changing a name to your married name from your maiden name. If the holiday price depends on the number of persons booked into an accommodation and you wish to change that number of persons, the price will be calculated on the basis of the new party size. Any increase in price per person as a result of part cancellation is not a cancellation charge. It is a price adjustment resulting from the amendment to the number of persons travelling.

IMPORTANT NOTE: ALL AMENDMENTS MUST BE CONFIRMED IN WRITING BY FAX OR EMAIL BY THE LEAD NAME ON THE BOOKING OR YOUR COACH. IF A FAX IS USED AS AN APPROPRIATE METHOD OF CANCELLATION, YOU/THE COACH ARE ADVISED TO KEEP A COPY OF THE FAX AS CONFIRMATION. THIS MAY BE REQUIRED AS PROOF IN THE UNLIKELY EVENT OF ANY DISCREPANCIES. IN ALL CIRCUMSTANCES DO NOT ASSUME THAT YOUR REQUEST FOR CANCELLATION / AMENDMENT HAS BEEN MET UNTIL YOU HAVE RECEIVED CONFIRMATION BY US.

6. MINOR CHANGES BY US

Minor changes include changing the airline or aircraft type or departure times changing by less than 8 hours. We do not have to tell you immediately about minor changes and we will not pay compensation.

7. FLIGHT DELAYS

Delays sometimes occur for reasons beyond our control. We do not accept responsibility for any delay. If you have

taken out our recommended holiday insurance or a comparable policy you will have cover against delays.

8. CANCELLATION BY US

We reserve the right to cancel your holiday and any other holiday we run. On some rare occasions we may need to cancel your holiday if not enough customers have booked to make it a viable holiday. However, we will endeavour not to cancel your holiday within 8 weeks of your departure date except as a result of circumstances beyond our control, which were unavoidable, or unless you have not paid the final amount you owe.

9. YOUR HOLIDAY INSURANCE

Adequate personal travel insurance is essential for your own protection. You must therefore take out either the holiday insurance we offer, or seek an alternative policy upon which you will need to provide us with information of your alternative insurer. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs. Please read your policy details carefully and take them with you on holiday. We do not check alternative insurance policies. Providing you give details of your alternative insurance policy to your coach or, if booking direct, to us in writing within 14 days of making your booking, and providing that travel has not taken place and a claim does not exist, you may cancel our insurance and receive a full refund of the premium (if you have paid for it at the time of cancellation). If you do not take out Sport:Away recommended insurance or provide us with details of your alternative policy within 14 days of booking (or no less than 3 days before departure if booking within 14 days of departure), you will not have met with the terms and conditions of booking and we reserve the right to cancel your booking with cancellation charges as shown in Paragraph 3 of these Booking Conditions. Your coach (or Reservations Advisor, if booking direct with Sport:Away) will remind you of your obligation to take out insurance as required by this paragraph, at the time of booking, with your confirmation, and before we cancel your holiday.

10. FORCE MAJEURE

Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any damage or loss (as more fully described in clause 9(1))

below) as a result of "force majeure". In these Booking Conditions "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care foresee or avoid. Such events may include war, threat of war, riots, civil strife, actual or threatened terrorist activity, epidemic or health risk, industrial dispute, natural/nuclear disasters, fire, technical problems to transport, airport or port closure, adverse weather conditions and all similar events beyond our control.

11. WEATHER POLICY

We hope that the weather will be adequate to take part in your sporting holiday/skiing holiday. If however, any part of your sporting programme is cancelled due to bad weather, there are no refunds given.

12. SPECIAL REQUESTS

We regret that we cannot guarantee provision of any special requests and failure to provide such requests will not constitute a breach of contract on our part.

13. BROCHURE DETAILS

We make every effort to ensure that our brochures / website are as accurate as they possibly can be at the time of printing; however, they are compiled many months before our holiday programmes begin. It is therefore possible that advertised facilities may be withdrawn or changed for reasons beyond our control. At certain times of the year, some facilities may be withdrawn and maintenance work may mean that a hotel limits services, such as air-conditioning, water supply, etc. Time permitting, we will notify you of any known changes or building work that would seriously impair your holiday enjoyment. The operation of excursions is dependent on there being a sufficient number of participants. Travel information is provisional and approximate only. Confirmed details will be shown on your travel documents.

14. 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 often be lower.

15. BAGGAGE ALLOWANCE

Each airline has a different baggage allowance. There may be an additional baggage allowance charge if you wish to purchase more kilos than are included in your flight allowance. If you are over

your baggage allowance you may be subject to excess charges when you are at the airport. We will advise you which airline you are travelling with and your baggage allowance approximately 4 weeks prior to your departure date.

16. PASSPORTS, VISAS, PHOTO ID ETC

Before you book your holiday, please ensure you check the travel documents you may need such as passports, visas, or inoculation certificates. Passports are required for all international flights and should be valid for at least 3 months beyond the length of stay. Some domestic airlines require passengers to provide photographic identification in order to travel. They will all accept a passport, and some airlines will accept identity cards such as a valid driving licence. Check with the airline or its website to see which type of photo ID it accepts. If you do not have the correct form of documentation you could be prevented from boarding your flight and you may not be entitled to a refund or travel on a future flight. If you manage to board the plane, you may be refused entry into the country when you arrive at your destination and be flown straight back. If so, you will not be entitled to a refund from us. For all journeys by air, the passenger is responsible for having the correct documents for travel. The best way to be sure of having the correct documentation is to contact the Embassy or High Commission of the country of destination. This is particularly important for countries requiring visas in addition to passports and it is vital that you do so if you are holding anything other than a full passport for your country of residence. If you are refused boarding because your papers are not in order you must accept full responsibility and Sport:Away accept no liability in this matter. If you are accepted by the airline for travel, but nevertheless get refused entry at the country of destination, you cannot later deem the airline to be at fault. Indeed, under the conditions of your travel, the airline could seek reimbursement from you of any costs it incurred as a result of your failure to have the correct documents.

17. ADVANCE PASSENGER INFORMATION

Many countries now require airlines by law to provide additional information about passengers, such as passport information, prior to their arrival in the country. Airlines request that you provide them with this information before going to the airport in order to prevent delays at check-in. Failure to provide this information in advance can mean that you will be refused boarding

of the plane. Our booking form includes space for you to provide this additional information, please ensure you complete it at time of booking. We will notify you not before 3 weeks prior to travel if this information is missing from your form and request the information from you. Failure on your part to submit the information at this point can result in you not being able to take your flight. Sport:Away will accept no liability in this matter if you have not provided the details requested in time.



18. YOUR FINANCIAL PROTECTION

When you buy an ATOL protected air holiday package from Sport:Away Holidays you will receive a Confirmation Invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 9757.

In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk

The price of your holiday includes the amount of £1 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices and will be shown separately on your confirmation invoice.