

## TERMS & CONDITIONS

### BOOKING TERMS & CONDITIONS

This document sets out the Terms and Conditions of your Impulse Racing Ltd Ski Course, session and race booking (hereafter referred to as course). No employee or representative of this company has the authority to vary these terms and conditions or information contained in this document without prior notice to you of at least 10 weeks. Your booking with us shall be governed by and construed in accordance with English Law and is subject to the jurisdiction of the United Kingdom Courts.

We recommend that before booking your course you check with us for the most up-to-date information. Confirmed bookings can only be made directly, online or by email and once your booking is confirmed with deposit or payment a definite contract exists between us and all these terms and conditions become binding on us both.

The person making the on-line booking guarantees payment to us of the total cost of the course booked, and also does so on behalf and with the consent of all others for whom the booking is completed.

At the time of booking the full course fee is paid. For the majority of UK courses this includes lift passes and ski/boot/stick/helmet hire, unless otherwise stated in the invoice or on the booking page.

For courses where a deposit is paid, the balance of the course cost must be paid no later than the beginning of the school term during which the course takes. If the balance is not paid in time we reserve the right to cancel your booking and your deposit will be forfeited. We do not usually send reminders of monies owing.

Our Prices do not Include:

- Travel Insurance. You should check the terms of your travel insurance regarding, cancellation, piste closure etc.
- Food, lunches etc. Unless stated on the booking
- Transport to the facility/venue

#### Special Requests

If you have a special request please indicate so at the time of booking and we will pass these on to the facility/coaches where applicable. We must point out that these requests cannot be guaranteed and any costs are payable locally.

#### Name Transfer

Customers may transfer their booking to someone else provided we are notified not less than 7 days prior to the scheduled start date.

#### Cancellations

Should you or any member of your party need to cancel your booking, or part of it, you

must do so in writing, and once it has been confirmed the charges you incur, which are set out below, depend on when we receive your written notification.

Please note that you should check the terms of your travel insurance to ensure cover against cancellation.

### **Cancellation Charges UK courses**

<b>Notice of Cancellation</b>	<b>Charge(s)</b>
More than 2 weeks	Deposit/s
48 Hours to 2 weeks	50% of invoice or deposit, (whichever is greater)
0 days to 48 hours	100% of invoice
No show	100% of invoice

Please note that refunds, in circumstances of all card payments, will be subject to a 2.5% fee which is charged to us for all of these payments

#### **Force Majeure**

We cannot be held responsible for cancellations or curtailment caused by reason of war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural and nuclear disaster, fire, World Health Organisation or Foreign office advice, adverse weather conditions, closure or congestion of airports or ports, cancellation or changes of schedules by airlines and all events beyond our control. Nor can we accept responsibility where the performance or prompt performance of our contract with you is prevented or affected as a result of such circumstances beyond our control.

#### **Behaviour**

We reserve the right at our absolute discretion to terminate without notice and liability the holiday arrangements of any person whose behaviour is such that it is likely, in our reasonable opinion, or that of the owner or manager, to cause distress, danger, damage, or annoyance to other customers, trainees, employees, property or to any third party. In all cases full cancellation charges apply and we will be under no obligation whatsoever for any cost incurred.

**Our Liability** We promise to make sure that all parts of the course we have agreed to arrange as part of our contract are provided to a reasonable standard and in accordance with that contract. However, please note that we will not be liable for any injury, illness, death or consequent losses suffered by you or any member of your party unless you are able to prove that such injury, illness, death or consequent loss was caused by a lack of reasonable care and skill on the part of ourselves or our suppliers.

And in all claims of whatever nature we will not be liable where the alleged loss or damage results from any of the following.

- (a) the fault of the person(s) affected or any member(s) of their party or
- (b) the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or
- (c) an event or circumstances which we or the supplier of the service(s) in question

could not have predicted or avoided even after taking all reasonable care (see Force Majeure).

- (d) the fault of anyone who was not carrying out work for us (generally or in particular) at the time. In addition, we will not be responsible (i) where you do not enjoy your holiday or suffer any problems due to something you did not tell us about when you booked your course and where the problems you suffered did not result from any breach of our contract or other fault of ourselves, our suppliers or agents (ii) where any losses, expenses, costs or other sum you have suffered relate to any business. (ii) where any losses, expenses, costs or other sum you have suffered relate to any business. Please note, we cannot accept responsibility for any services which do not form part of our contract.

#### Assistance

Should you suffer, through misadventure, illness, personal injury or death whilst on our course as a result of an activity not part of the course arrangements made by us or not purchased locally through us we will offer you all reasonable assistance in pursuing any claim you intend making against the offending party. This includes advice and guidance and may include a contribution towards initial costs and expense which in our opinion are reasonable and appropriate in the circumstances. We would ask you to advise us of any particular facilities that are important to you at time of booking your course. Some It is essential that the ages of children are advised at the time of booking.

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#### Complaints

If you have a problem during your course please inform us and we will endeavour to put things right.

#### Data Protection Privacy Policy

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address, any special needs/dietary requirements etc. We take full responsibility for ensuring that proper in-house security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as ski centres, coaches etc. The information may also be provided to security focused public authorities such as customs/immigration if required by them, or as required by law.

We will not, however, pass any information onto any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.) We will confirm the details we hold about you on request.

#### Marketing

We do not share any information with third parties, but we would like to hold your information, where collected by us, for our own future marketing purposes (for example to inform you of promotional offers or to send you our brochures). If you do not wish to receive such approaches in the future, please inform us as soon as possible.

## Insurance

You must take out the travel insurance providing adequate cover for the characteristics of your course including cover for cancellation charges, the cost of assistance, including repatriation, should you have an accident or become ill or if your return journey is delayed. Our staff are not qualified to advise you in detail about insurance cover and any specific queries should be addressed to an insurance broker.