

## Terms and conditions

### SkiBound Holidays ski booking contract

SkiBound Holidays is a trading name of SkiBound Ltd, registered in England and Wales no. 1873956, with whom you make a contract when you book one of our holidays. Registered office TUI Travel House, Fleming Way, Crawley, RH10 9QL. A member of the TUI Travel PLC group of companies.

#### Our obligations

##### 1) Your Travel Booking

Whether you book alone or as a group, we will only deal with the lead booking name in all subsequent correspondence, including changes, amendments and cancellations. You must be 18 years old to book as the lead name and travel on holidays with us and take up the offers advertised by us if they are still available. If you are under 18 years old an adult must accompany you on your journey. There may be other restrictions on some offers, but these are explained in the details of those offers. When you or (if you are booking through a travel agent) your travel agent ask for your booking to be confirmed, we will confirm the booking there and then, and set aside your chosen accommodation, holiday or transport for you. Next, we will send you or your travel agent a Confirmation Invoice within 14 days. We may not be able to confirm some of our ground arrangements straight away (e.g. bespoke accommodation, tours etc). In these instances we may issue a Confirmation Invoice. However, a contract for arrangements that have not been confirmed on that invoice will only be made when we have sent you written confirmation that those additional arrangements have been completed. If there is any change to any of the details discussed at the time of booking, before the Confirmation Invoice is issued, we will notify you promptly of any new or changed details, including a change to the total price (if any). If any detail on the Confirmation Invoice is not correct tell us or your travel agent immediately. If there is an obvious error on the Confirmation Invoice we reserve the right to correct it as soon as we become aware of it, but we will do this within 7 days of issuing the Confirmation Invoice or, if your departure is within 7 days, no later than 24 hours before you go. If any of these changes are not acceptable then you will be entitled to a full refund. Your contract will either be with us or with another supplier of travel services and this will depend on the type of arrangements you book: Your contract will be with us if we arrange at least two or more of the following services when the services are taken together and also either cover a period of more than 24 hours or include overnight accommodation:- (a) transport; (b) accommodation; and (c) other tourist services not ancillary to transport or accommodation which account for a significant part of the arrangements. But we will need to be aware that you have made more than one arrangement with us and the arrangements must have been charged for by us at an inclusive price. For all other arrangements, we are the Booking Agent for a number of suppliers. Your contract will be with the supplier and we accept no responsibility for their actions or omissions. Copies of the conditions of your contract with your supplier are available on request from us and we recommend that you ask for them and read them before you book so that you are aware of how they may affect your booking. Thomson Airways terms and conditions are available at [www.thomsonfly.com](http://www.thomsonfly.com). If you are only buying a Thomson Airways flight from us or we are the suppliers Booking Agent, the clauses set out below that refer to your booking as a 'holiday' will not apply to you. When we sell hotel accommodation which is not part of a holiday, we usually sell it as agent for a supplier but sometimes your contract will be with us, referred to in the clauses below as Our Accommodation.

##### 2) The Price You Pay

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices can go up or down. We will be able to tell you or your travel agent the up-to-date price of your chosen travel arrangements and of any other services advertised by us before confirming your booking. We reserve the right to increase the price of your holiday after you have booked but no later than 30 days before the departure date stipulated and will forward an Amendment Invoice reflecting any changes made. If we are your Booking Agent (see section 1 above), then we, acting on behalf of your supplier, will pass on any price increase in accordance with the conditions of the contract with your supplier. For all other arrangements, after a Confirmation Invoice has been sent to you, any increase to your holiday price will be as the result of changes in our costs of supplying your holiday resulting from transportation charges, (fuel, airport charges, scheduled air fares and other transport charges which form part of our contract with the transport provider), currency fluctuations and government action. An administration charge and any relevant travel agents commission is included within these amounts. If the increase would be 2% or less of the holiday price shown on your Confirmation Invoice (excluding insurance premiums and any amendment charges), we will absorb the changes in our costs described above and will only pass on any increase above that level. If any change in our costs would cause a reduction in your holiday price, we will not make refunds of amounts less than 2% of your holiday price (calculated as above), but we will refund in full amounts exceeding such 2%, after deducting an administration charge of £1.

If the increase is more than 10% of the holiday price (calculated as above), then:

- 1) You may cancel your holiday booking within 14 days of the Amendment Invoice date and receive a refund of all monies paid to us except any amendment charges; we will only consider an appropriate refund of insurance premium paid if you can show us that you are unable to transfer or re-use your policy; and
- 2) The increase will be considered a Major Change as described in section 4 below and, unless you choose to cancel under paragraph 1 above, you will be entitled to the alternatives set out in section 4 for those circumstances, but in either case you will receive compensation in accordance with section 4.

The price quoted on the last Amendment Invoice issued is guaranteed, unless you change your holiday booking. Any increases in our costs which occur after the last Amendment Invoice has been sent will be borne by us.

##### 3) If We Cancel Your Booking

If we are your Booking Agent, your contract with your suppliers may allow them to cancel bookings. Where this occurs, we will ensure that you are promptly notified of any significant changes e.g. to airline flight times and routes, but accept no liability for

the changes or costs incurred which may result. For all other arrangements we aim to provide your holiday as booked. But if, for example, there are not enough people booked on your holiday, we may cancel it. We reserve the right to cancel your holiday in any circumstances but if we cancel your holiday you can either have a refund or accept a replacement holiday from us of equivalent or closely similar standard and price (if one is available). In either case, we will pay you compensation, using the scale shown (unless we cancel your holiday because of one of the events listed in the 'Important note: Events beyond our control') and we will always refund the difference in price if the replacement holiday is of a lower standard and price. We will not cancel your holiday less than eight weeks before you go, unless this is the result of one of the events in the 'Important note: Events beyond our control'.

#### **4) If We Change Your Booking Details**

If we are your Booking Agent, your contract with your suppliers may allow them to change your booking details. Where this occurs, we will ensure that you are promptly notified of any significant changes e.g. to airline flight times and routes, but accept no liability for the changes or costs incurred which may result.

For all other arrangements, we hope that we will not have to make any change to your holiday or Our Accommodation but, because our holidays are planned many months in advance, we sometimes do need to make changes. We reserve the right to do this at any time. We will let you or your travel agent know about any important changes when you book. If you have already booked, we will let you know as soon as we can, if there is time before your departure. Flight timings shown by us are for guidance only and may change. Your Confirmation Invoice will show the latest planned timings. Your actual flight timings will be shown on your ticket (including any e ticket itinerary), which you should check carefully as soon as you receive it.

Major changes to your holiday

Occasionally, we have to make major changes to the flight or accommodation making up your holiday with us. If we tell you

- about any of these changes after we have confirmed your holiday booking, you may either:
- accept the new arrangements offered by us; or
- accept a replacement holiday from us of equivalent or closely similar standard and price, if one is available; or cancel your holiday with us and receive a full refund of all monies paid.

Either way, we will pay you compensation, using the Compensation table shown, unless the change is for reasons beyond our control (see the Important Note - events beyond our control) and we will always refund the difference in price if the replacement holiday is of a lower standard and price.

Major changes to your holiday for which we will always pay compensation, using the scale shown, may include the following changes: a significant change of destination; a change in accommodation to that of a lower category, a change in the time of your departure or return flight by more than 12 hours, a change of UK departure airport (excluding changes between London airports, London and Ashford stations and between Dover/Folkestone ports) but see also Important note: events beyond our control. These changes are only examples and there may be other significant changes which constitute major changes. This standard payment will not affect your statutory or other legal rights. We will only make one payment for each full-fare-paying adult in the holiday booking. Any children not paying the full adult fare will receive 50% of these amounts. Children using a free child place will not receive any standard payment.

#### **5) What Happens to Holiday Complaints**

We can usually sort out any complaints you may have. But if we cannot agree, you can take the matter to an arbitrator appointed by The Chartered Institute of Arbitrators. Details and application forms are available from ABTA, 68-71 Newman Street, London W1P 4AH.

The arbitrator will only deal with your complaint if it relates to a holiday and:

- you are claiming up to £5,000 for each person or £25,000 for each booking;
- you contact them within 9 months of the end of your holiday; and
- your complaint does not involve major physical injury or illness.

This is a cheap and simple way of sorting out complaints and there are limits on the costs you might have to pay. You do not have to appear in person, but can send documents to explain your complaint. If you would like more details, please ask our Customer Services Department. If you prefer, you can take your complaint to the County Court or another suitable court.

Compensation

These scales are based on how many days before your booked holiday departure we tell you of a major change. See also the 'Important note: Events beyond our control' Each amount is for each full-fare-paying adult.

Period before departure when a major change is notified	Compensation payable per person
More than 56 days	NIL
29-55 days	£10
15-28 days	£20
8-14 days	£30
0-7 days	£40

If the change is not acceptable to you

If any major change indicated above is not acceptable to you, you can cancel your booking. In this case we will refund all the money you have paid to us and will pay you compensation, as shown above, depending on how many days before your holiday we tell you about this change. This standard payment will not affect your statutory or other legal rights.

Important note: events beyond our control

Events beyond our control include: war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, technical problems with transport beyond our control or that of our suppliers, changes due to rescheduling or cancellation of flights by an airline or alteration of the airline or aircraft type; closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar.

In February 2005 a new Europe-wide law relating to denied boarding, delays and cancellation of flights came into force. This law grants new rights to passengers including in certain circumstances the right to cancel their flight and receive reimbursement of the cost of the flight from their airline. Full details of these rights will be publicised at EU airports and will also be available from affected airlines (including Thomsonfly). However, you should note that reimbursement of the cost of a flight that forms part

of your holiday is the responsibility of your holiday airline and will not automatically entitle you to reimbursement of the cost of your holiday from us or your supplier if we are their Booking Agent.

## **6) Our Responsibility for Your Holiday**

We will arrange for you to receive the services that make up the holiday that you choose and that we confirm. These services will be provided either directly by us or through independent suppliers contracted by us. Except where we are a Booking Agent we are responsible for making sure that each part of the holiday you book with us is provided to a reasonable standard and as was advertised by us (or as changed and accepted by you). If any part of your holiday is not provided as described and this spoils your holiday, we will pay you appropriate compensation (see the Important note: events beyond our control). Also, if you buy a local excursion or tour through one of our official representatives, we will pay you reasonable compensation if it is not as advertised in our literature.

We have taken all reasonable care to make sure that all the services which make up the holidays advertised by us are provided by efficient and reputable businesses. These businesses should follow the local and national laws and regulations of the country where they are provided. However, overseas safety standards are generally lower than in the UK, for example few hotels yet meet EC fire safety recommendations even in Europe.

## **7) Personal Injury 1**

Except where we are your Booking Agent or providing Our Accommodation, this section covers injury, illness or death while you are using the holiday services that we have arranged for you. We have no direct control over the way our suppliers provide their services but everyone employed or contracted by us or by our suppliers is expected to carry out their duties properly. If they do not carry out their duties properly (or at all) and that fault results in your injury, illness or death, we may make a payment to you. We will not make any payment if your injury, illness or death was caused by an event or circumstances which the person who caused it could not have predicted or avoided even if they had taken all necessary and due care. We will not make any payment if your illness, injury or death was your own fault. If we do make a payment, it will be similar to one you would receive under English law in an English court.

Note: We will make such payments for injury, illness or death on the basis that you are expected to accept that:

- 1) You must tell us and the supplier involved about your injury or illness while you are in the resort (see section 13). You should also write to our Customer Services at the address given in Important Information about your claim within three months of coming home from your holiday to allow us to investigate it properly. Please include a letter about your injury or illness from your doctor if you can.
- 2) You should transfer to us any rights you have against the supplier or any other person.
- 3) You should co-operate fully with us if we or our insurers want to enforce those rights.
- 4) Any payments we make may be limited in accordance with international conventions.

We ask you to transfer your rights to us so that we can claim back from suppliers any payments we make to you, plus any legal or other costs. We will not make a profit from this. If we get back from the supplier more than we have paid you plus these costs, we will give the extra money to you.

## **8) Personal Injury II**

Except where we are your Booking Agent or providing Our Accommodation, this section covers damages, injury, illness or death which is not connected with the arrangements made by us. If you or someone on your holiday booking is injured, falls ill or dies while taking part in an activity which is not part of the holiday, or you need to incur unpredictable extra expenses for which we are not liable (see Important note: events beyond our control) we will try to help if we can. For example, we can help by:

- providing translation services
- communicating with authorities and others in foreign resorts
- recommending foreign lawyers (if necessary)
- explaining the procedures you should follow
- telling you of any time limits

We will help everyone on your holiday booking up to a total cost to us of £5,000 as long as the following conditions are met:

- You must ask us for help within three months of coming back from holiday.
- You must make a claim under your insurance policy's legal expenses or other appropriate section. You must show us proof that your insurance company has received your claim and, if you get back the cost of legal or other expenses, you must repay us any money we have spent in helping you.

## **Your obligations**

### **9) Your Holiday Contract**

By asking us or your travel agent to confirm your booking, you are accepting that the terms of this Agreement (and the conditions of any contract made with your suppliers) applies to your booking and your travel arrangements. You also consent to our processing personal information about you and other members of your party (see Data Protection). Your contract with us is subject to the laws and jurisdiction of England and Wales. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

### **10) Paying For Your Holiday**

You will be required to pay a deposit to us for each person when you book unless this is within eight weeks of departure when the full amount for the booking is payable. The deposit amount will be specified by us or your travel agent when your booking is made. If you pay less than the deposit under a low deposit booking scheme, this is only part of the deposit referred to in this paragraph. Please note your booking deposit may be increased or there may be a charge payable for some accommodation, holidays or flight bookings where it is necessary to secure specific facilities with full payment at the time of booking e.g. weddings, coach touring and specific types of airline tickets. Once confirmed, the booking deposit, additional charges paid and insurance premiums will not be refunded in the event of cancellation except in the circumstances specified in Sections 2, 3 or 4 or as otherwise required by law.

For a holiday, this is your only commitment until eight weeks before you go. Within two weeks of booking, we will send you a Confirmation Invoice showing how much you owe us. You must pay the amount on the last Invoice issued by us, at least eight weeks before you go on holiday. If you don't, we reserve the right to treat your booking as cancelled and to charge you a cancellation charge up to 100% of the total on that last Invoice, in accordance with the scale in section 12. If you pay money for your booking to a travel agent appointed by us, they will hold that money as our agent from the time they receive it until they pay the money to us.

If payment for your booking is made by credit card a handling fee of 2.5% per transaction is made. No charge is made for payments made by Debit Card.

### **11) If You Change Your Booking**

1) If you want to change any details of your booking (such as changing to a different hotel or changing your point or date of departure) or to cancel an optional extra you have booked, we will do our best to help but please note that we usually treat amendments that would lower the basic price of your holiday as a different holiday (see 11.4 below). We charge an Amendment Fee for each detail of the booking which you change. If you make a change, the fee will be £25 per person.

2) The price of your new travel arrangements will be based on the prices that apply on the day you ask for the change. These prices may not be the same as when you first booked your travel arrangements.

3) Name change, and or departure details such as date and time changes are not always allowed by airlines and other transport providers whenever they are made. Whilst we will do our best to change the details of the booking, please bear in mind that most airlines and other transport providers treat name and departure detail changes as a cancellation and charge accordingly. These charges will be passed on to you. Once tickets have been issued, and sometimes even before they have been issued, any changes made to the ticket, including names or initials, will result in you having to pay for the cancelled ticket and buy a new ticket at full cost.

4) If, within 56 days of departure, you want either to change to a different holiday or you wish to change your departure date to a later date, you will have to pay cancellation charges (see section 12). If the change means we must send you new tickets, we cannot give you any refund until we have received all your old travel documents, including tickets.

5) Some types of accommodation (such as apartments, or hotel rooms with reductions for three adults) are priced according to the number of people staying there. If your booking changes because someone in your party cancels, we will recalculate your booking cost based on the new number of people going. If fewer people share the accommodation, then the cost for them may go up. This extra cost is not a cancellation charge, and it is not covered by our recommended Insurance.

6) Except where we are your Booking Agent or providing Our Accommodation and subject always to clause 11.3 above, if you are prevented from taking the holiday you have booked, you may transfer your booking to another person, provided you meet the following conditions:

- You must sign an amendment/cancellation form authorising us to make the transfer;
- The person to whom you transfer your holiday booking must comply with all the terms of the existing booking;
- That person must sign a holiday booking form accepting the transfer and the terms of Our Agreement;
- That person must show us new evidence of their holiday insurance, as your policy cannot be transferred to another person (and the premium cannot be refunded);
- We will also charge amendment fees in accordance with section 11.1 above. This will be added to the new Invoice issued to that person;
- You cannot transfer a holiday booking within 21 days of departure; and
- You will remain responsible for the payment of any balance on that new Invoice should that person fail to pay it.

### **Cancellation Charges**

These charges are based on how many days before your booked departure we receive your cancellation notice. These charges are a percentage of the total cost of your booking, not including your insurance premium.

Period before departure within which written notice of cancellation is received	% of total booking price
More than 56 days	Loss of deposit*
55-29 days	50%
28-22 days	70%
21-8 days	90%
7-0 days	100%

\* Where the standard deposit is increased to secure specific facilities or an additional payment has been made for transport tickets (see Section 10 and 11.3 above) and these are non-refundable in whole or in part, then the scale of charges shown will be calculated based on a % of the cost of all other arrangements and the non-refundable charges will be added to that cancellation charge to give the total charge. If a low deposit scheme was used for your booking, the deposit will need to be paid in full upon cancellation, if you have not already paid it. Our Accommodation is non-refundable in whole or in part.

### **12) If You Cancel Your Booking**

If you want to cancel your booking or part of it, you or your travel agent must advise us in writing at the address given in the Important Information. The letter must be signed by the lead name on the booking and once we receive it you should expect to receive a cancellation invoice within 14 days. If you do not then please contact us to ensure that your letter has been received. To cover the cost of processing your cancellation and to compensate us for the risk that we may not be able to resell your travel arrangements, we make a cancellation charge on the scale shown below. The person who made the booking is responsible for paying this charge. The size of the charge depends on when we receive your form or letter - the more notice you give, the less we will 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. Please return them to us or your travel agent immediately.

Please note that for certain travel arrangements e.g. coach tours and many scheduled transport providers the cancellation

charge may be higher than those shown. In certain cases, including for Our Accommodation, a 100% cancellation fee applies as soon as the booking is made and the ticket is issued. Please ask for full details of cancellation charges at time of booking. If you have taken out our recommended Insurance policy, you may be able to claim for the cancellation charge. You will find details on the Insurance page. If you have taken out other holiday insurance, please check your policy.

### **13) If You Have a Complaint**

If we are the Booking Agent, your contract with your supplier may have a complaints procedure to follow (see Section 1). If your contract is with us and you have a complaint about your arrangements whilst away, you must immediately notify the supplier of the service in question locally. If they are unable to resolve the problem immediately, and a member of our staff is not available, you should contact us straight away by telephone/fax/email and we will endeavour to assist. If you are still not satisfied on your return home, you must write to our Customer Services Department at the address given in the Important Information, within 28 days of returning from your holiday. Please write your holiday reference number on your letter, and include your daytime and evening telephone numbers. If you do not give us the opportunity to resolve any problem locally by reporting it to the supplier, then we may not be able to deal positively with any complaint on your return. Please submit any complaint within 28 days to allow it to be investigated properly.

### **14) Conduct While Travelling**

We reserve the right to refuse to accept you as a customer or continue dealing with you if your behaviour is disruptive or affects other travellers or is threatening or abusive towards our staff or agents in the UK or resort, on the telephone, in writing or in person. If the Captain of your flight or cruise ship or any of our resort staff believes that you could be disruptive, they can also refuse to let you proceed with your travel arrangements. If this means you are not allowed to board the flight outbound from the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges (see section 12). If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. In any of these circumstances no refunds or compensation will be paid to you and we may make a claim against you for any costs and expenses incurred as a result of your behaviour e.g. the cost of diverting an aircraft or ship to remove you. Criminal proceedings may also be instigated.

### **15) Your Accommodation**

Any accommodation we arrange for you must only be used by those people named on your Confirmation Invoice (or on any Amendment Invoice issued). You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay, except damage caused by persons now known to you. These charges must be met by you and may have to be paid locally.

All the accommodation featured on our website is chosen as representing fair value in its particular category. We would suggest that you compare carefully each type of resort and accommodation with the cost of the holiday, before making your final choice. Where applicable, any local official grading for accommodation has been indicated. Grading systems vary from country to country, and this and the fact that certain properties, particularly centres, chalets and Clubhotels, have no official grading does not necessarily reflect on the standard of comfort or the facilities. To assist you we have given as much detail as space allows and we have indicated our guide to accommodation standards in the form of "asterixes". These are not meant to be translated exactly as star ratings, but rather are included to enable you to make comparisons of accommodations.

It is also important to note that SkiBound Holidays are part of SkiBound Ltd who are a tour operator specialising in the sale of ski holidays to school and youth groups. There is a chance that you will be sharing your Clubhotel or other accommodation with a school or youth party and you accept and understand this as part of these booking conditions. On certain dates, SkiBound will also sell Clubhotels to large groups of adults (e.g. ski clubs, armed forces etc) and you may also find that you are sharing with this sort of group during your stay.

### **16) The Conditions of Your Ticket**

When you travel by air or by sea, your journey may be subject to certain international conventions such as the Warsaw Convention, Montreal Convention or Athens Convention. You agree that the transport company's own Conditions of Carriage will apply to you on that journey. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as with the transport company. You can ask us or the travel agent booking your holiday to provide you with a copy of any of the conditions applicable to your journey. We will tell you the identity of your air carrier when you book with us and if it is not known at that time or subsequently changes we will inform you as soon as possible and no later than at check-in for your flight (or boarding if it is a connecting flight without check-in).

### **17) Privacy Policy**

SkiBound Holidays Limited is committed to protecting your privacy and this Privacy Policy sets out what information we collect, how we collect it, and what we do with it.

## **INFORMATION ABOUT YOU**

### **Your Information**

This refers to information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including any information about other persons on your booking relating to the same ("your information"). Your information is collected when you request information from us, contact us (and vice versa) or make a booking with us. You are responsible for ensuring that other members of your party are aware of the content of our Privacy Policy and consent to your acting on their behalf in all your dealings with us.

We will update your information whenever we get the opportunity to keep it current, accurate and complete.

### **Our Use of Your Information**

(1) We may disclose your information to our service providers (who could be located outside the UK/EEA) for the purpose of providing you with our services, including your flight, trip or insurance, etc. Only information necessary for this purpose will be disclosed to them. For overseas travel, it may be a mandatory requirement (imposed on airlines, etc. by governments at the point(s) of departure and/or destination) to disclose your information for security and anti-terrorism purposes, or any other purposes which they determine appropriate. Even if not mandatory, we may also exercise our discretion to assist where appropriate.

(2) We may collect and use your information for the purposes set out in our data protection registration with the Office of

the Information Commissioner, and disclose the same to our "group companies" (i.e. our holding companies and all group companies of our holding companies, some of whom are outside the UK/EEA) for business purposes. We may also disclose your information to companies who act as "data processors" on our behalf, or to our service providers operating systems or business functions on our behalf, some of whom are outside the UK/EEA. These purposes include administration, providing services (and contacting you where necessary), customer care, improving our service, business management and operation, re-organisation/structuring/sale of our business (or our group companies), risk assessment, security and crime prevention/detection, research and analysis, marketing, monitoring, measuring and assessing customer purchasing preferences and trends, dispute resolution, credit checking and debt collection. If we search against the files of credit reference agencies, they will record the search and hence the way in which you conduct your account with us may be shared with other lenders and credit agencies.

(3) Some of your information may be considered "sensitive personal data" under the Data Protection Act 1998. (For example, information relating to health or religion.) We collect it to cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data from you on the condition that we have your positive consent. By booking your trip with us you also agree for your insurers, their agents and medical staff to disclose relevant information (which may contain sensitive personal data) to us in circumstances where we need to act in the interest of everyone in the group you are travelling with. For example, if your illness at resort is infectious we may need to make special arrangements for you and also ensure that you do not return with the group immediately.

If you do not agree to Our Use of Your Information above, we cannot do business with you or accept your booking.

### **Direct Marketing Material**

(1) We may from time to time contact you by post with information on offers of goods and services, brochures, new products, or forthcoming events from our other group companies.

(2) You may indicate your preference to receive our direct marketing material for the above purposes by telephone or e-communications (e-mail, SMS or e-brochure) on our website(s) or forms, or to our staff. Please note that our websites will assume you to agree to e-communications when you make a booking. You will be given the opportunity on every e-communication we send you to indicate that you no longer wish to receive our direct marketing material.

(3) You may, in addition, indicate your preference regarding receiving third party direct marketing material.

(4) If do not wish to receive such information or would like to change your preference, please refer to point (2) of "Your Rights" below.

### **Your Rights**

(1) You have the right to ask in writing by completing our Data Subject Access Request form for a copy of the information we hold about you (for which we may charge a fee) and to correct any inaccuracies in your information.

(2) You have the right to ask in writing not to receive direct marketing material about our products and services. If the following facilities are available, you can amend your previous preference on our website(s), using our "unsubscribe e-mail" or in literature which you subsequently return to us. Please contact: Marketing Department, SkiBound Ltd, Olivier House, 18 Marine Parade, Brighton BN2 1TL. Once properly notified by you, we will take steps to stop using your information in this way.

(3) If you would like a list of our group companies or brands, please send us your request.

Our business address is at SkiBound Holidays, Olivier House, 18 Marine Parade, Brighton BN2 1TL and our registered address is TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley, RH10 9QL. Please address your correspondence to the Group Company Secretary.

### **Foreign Controls**

Outside the European Economic Area (EEA), note that controls on data protection in such countries may not be as strong as the legal requirements in this country.

### **USE OF TOOLS/"Cookies" and Links to Other Websites**

If our contact and dealing with you is via our website(s), we may use "cookies". A cookie is a small piece of data sent from our web server to your computer and stored in a text file on your hard drive. Cookies allow us to identify your computer but not you personally. You can set your web browser to refuse cookies. However, you may not be able to enjoy all the facilities or book via our website if you do so.

We collect information relating to customer trends and patterns and use cookies and software tools to measure site usage and related information. If you are making a purchase, we may also use cookies to keep track of the transaction from one web page to another.

Our website(s) may contain links to other sites not controlled by us. (1) These sites may send you cookies and collect data and personal information. We are not responsible for the actions, content or the privacy policies of those websites to which our website(s) may link. (2) These sites may not be members of ABTA and, if not, ABTA protection will not be available. It is your responsibility to check the status of these sites.

### **Monitoring**

To ensure that we carry out your instructions accurately, to help improve our service and in the interest of security, we may monitor and/or record: (1) your telephone calls; (2) customer activities using CCTV recording equipment in and around our premises; and (3) customer transactions and activities on our website. All recordings are and shall remain our sole property.

### **Security Statement**

We have taken all reasonable steps to have in place appropriate security measures to protect your information.

### **Changes to this Policy**

Any changes to this Policy will be either posted on our website, brochure and/or made available on request. We will strive to ensure our practices comply with the most current available version of this Policy.

This Privacy Policy was last updated: January 2009