

TERMS AND CONDITIONS

Maxan Investments Pty Ltd, trading as “Stonebridge at Big White” and “Ski Holidays and Tours”, (herein referred to as Ski Holidays) acts as a booking agent making reservations with the companies or associates offering services and products outlined in the tour, accommodation or travel experience package (herein referred to as the travel experience). Whilst acting in good faith, Ski Holidays does not accept any responsibility for default causing loss or injury to person or property whether by negligence or otherwise on the part of Ski Holidays employees, tour operators, hotel managers/owners, ski resorts, transport operators, restaurants, wellness providers, airlines, any service providers or their employees. All bookings are made on your behalf subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by these service providers. Your legal rights in connection with the provision of travel experiences are against the specific provider and, except to the extent a problem is caused by fault on our part, are not against us. Specifically, if for any reason (excluding fault on our part) any travel service provider is unable to provide the services for which you have contracted, your rights are against that provider and not against us.

TRAVEL INSURANCE

It is strongly recommended for all travelers to insure themselves against medical expenses, personal accident, loss of deposit and cancellation fees, and also their baggage against damage, loss, theft, etc. Ski Holidays and Tours will gladly advise you an adequate and comprehensive travel insurance policy.

More specifically, for Ski Holidays travel experiences, Ski Holidays requires you take out comprehensive and adequate travel insurance of your choice at the time of paying a deposit. The policy should provide cover for loss of deposit, cancellation and additional expenses, medical expenses and repatriation, and loss or damage to baggage and valuables. You are responsible for making any special or increased insurance arrangements which you deem are necessary. The payments made to Ski Holidays for your package are non-refundable. Travel insurance will cover you for unseen circumstances that may force you to withdraw from the travel experience.

PASSPORTS AND VISAS

It is your responsibility to arrange all necessary passports and visas. Ski Holidays will be happy to advise you on this important point. Please make sure that these are in order at least 60 days before travelling. A passport is required for overseas travel, with a validity of six months after your return date. For some countries a Consular visa or electronic travel authorisation is also required. The possession of such documents is solely the passenger’s responsibility.

All eligible travelers to the United States (including those in transit) who wish to travel or transit the USA under the Visa Waiver Program must now apply for authorisation using the Electronic System for Travel Authorisation website. Visit <https://esta.cbp.dhs.gov>. Your passport information must also be provided to Ski Holidays, included on your Booking Form.

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Canada: Visa-exempt foreign nationals who fly to (or transit) through Canada will need an Electronic Travel Authorisation (eTA), visit <http://www.cic.gc.ca/english/visit>. Exceptions include U.S. citizens.

AIRFARES

International and domestic flights are not included in any of the Ski Holidays travel experiences. It is the traveler's responsibility to ensure that transport is arranged so that arrival and departure times connect with the commencement of travel experience itineraries.

PRICES & CURRENCY

All prices of Ski Holidays travel experiences are quoted in Canadian Dollars and are based on exchange current rates, (including foreign exchange rates) and accordingly are subject to change without notice. Prices are provided as a guide only due to high season demand, tax alterations or currency fluctuations. Please check all prices with Ski Holidays before booking. Ski Holidays will notify of any price variation due to currency rates at time of quotation, deposit and final payment.

Prices published on by third party booking aggregators, may be displayed in any currency, usually default to Canadian Dollars.

VALIDITY

Products and prices for travel experiences on this website are subject to change without notice.

PACKAGE AMENDMENTS

Items on any itinerary may change due to circumstances beyond our control, or appointed suppliers and agents. Such changes may impact prices, travel experiences, itineraries, accommodation, tours, transfers, and any other services included in the package. Every effort will be made to provide a suitable and appropriately comparable alternative. Ski Holidays will advise travelers of any changes as soon as they are known.

GENERAL INFORMATION | BOOKING CONDITIONS | MINIMUM NUMBERS

All reservations are subject to availability. Verbal quotes are regarded as an estimate and prices are only confirmed with a written quote. All written quotes are subject to change at any time.

Each Ski Holidays travel experience requires a minimum number of travelers to proceed. Please do not book your flights until you have been advised by Ski Holidays that your requested travel experience will be proceeding. If minimum numbers are not achieved, you will be provided a full refund, or the opportunity to transfer your deposit to another travel experience.

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DEPOSITS AND PAYMENTS - Ski Holidays Travel Experiences

On receipt of the completed booking form, an invoice for the 50% deposit will be issued. Payment may be made by direct deposit into our Client Bank Account. Receipt of the deposit must be received within 7 days of invoice, to secure your place on the travel experience. A reminder, please ensure that you have adequate travel insurance to cover any unforeseen cancellation as the deposit is nonrefundable.

The 50% balance of payment will be due no later than 90 days prior to the start of your travel experience, unless otherwise stated. Booking made within this period must be fully paid upon confirmation.

All invoices will be quoted in Canadian \$ and will be converted to AUD based on the HSBC Bank Exchange rate on the date of invoice.

Full payment prior to this date is welcome. Please contact us should you wish to exercise this option and we will calculate the balance due at that time.

Security Deposit: Sometimes accommodation suppliers may require a credit card imprint or deposit prior to check-in. The client agrees to provide such credit card guarantee as reasonably requested at the time of collection, booking or use of the product or service. This amount will be refunded, less extra charges as indicated.

Reservations made via our online aggregator partner www.booking.com are subject to the terms and conditions published at Booking.com

LATE BOOKINGS

Ski Holidays reserves the right to charge late booking fees for any booking made inside of 30 days of departure. Such charges will be provided in writing to the traveler.

CANCELLATION & REFUNDS

Cancellation notification must be in writing to Ski Holidays via email: bookings@skiholidaysandtours.com or by mail to The General Manager, Ski Holidays and Tours, PO Box 251, Kiama, NSW 2533, Australia.

The following cancellation charges will apply to all travelers. Any deposit is forfeited if cancelled prior to when final payment is required. For cancellations after the final payment has been made 100% of the travel experience value will be forfeited. Additional cancellation fees are subject to terms and conditions of suppliers, including but not limited to accommodation, transfer operators, and suppliers. Insurance covering cancellation is strongly advised as some cancellation penalties are strict. Refunds will not be given for unused accommodation, car rental, transfers and ski passes.

If the company is forced to cancel a travel experience, a full refund or option to transfer full deposit to a subsequent tour will be offered to the client.

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AMENDMENTS

A minimum amendment fee of \$C100 per change will apply to any confirmed arrangements. Ski Holidays will advise (either verbally or in writing) the full cost of amendment fees once the extent of amendments can be outlined by the traveler.

ADDITIONAL CHARGES

Additional charges may occur which are outside the control of Ski Holidays or may be the fault of a member(s) of the tour group. The company will not be responsible for any such additional charges and retains the right to demand any such charges from the client without reservation, if any claim should be made on it by any supplier.

EXCLUSIONS

The following items are excluded: cost of passports, and visas where required, items not specified as being included, airport taxes where applicable, laundry, telephone calls, food and beverages not included unless stated, gratuities (unless stated), ski or equipment hire (unless stated), lessons and lift passes (unless stated), and any other item of a personal nature.

DELIVERY OF TRAVEL DOCUMENT

For most destinations, travel documents are provided to you electronically. However, some countries do exchange documents on arrival or check-in, which will be provided by Ski Holidays in this instance.

ACCEPTANCE OF BOOKINGS

All clients booking Ski Holidays travel experiences, must complete the Ski Holidays Booking Form and return at time of deposit payment. Bookings will not be confirmed until this form is received. A reminder travel insurance is also mandatory at time of deposits being paid.

Bookings are accepted subject to the services or accommodation applied for being available. Ski Holidays and/or its agents reserve the right, without notice, to modify, cancel or withdraw any or the arrangements and in this event the full amounts paid will be returned to the customer, and upon rendering the same, all liability of Ski Holidays and/or its agents in respect thereof shall cease.

Ski Holidays and/or its agents reserve the right to decline to accept or retain any person as a member of any party at any time. Bookings with Carriers are also subject to the Carriers' terms and conditions as printed or referred to in their tickets and/or timetables and/or regulations.

SNOW CONDITIONS

Average snow fall statistics indicated within Ski Holidays publications are provided by each resort and correct at the time of press. It should be understood that Ski Holidays cannot under any circumstances be

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held responsible for snow conditions. No holiday can be cancelled, altered or amended on the basis of weather or snow conditions.

HOTEL LOCATIONS AND DESCRIPTIONS

Please note that maps in Ski Holidays publications are not to scale and are provided only as a guide to locations.

WEBSITE ACCURACY

Whilst every effort is made on the accuracy of our digital and publications content, Ski Holidays cannot be held responsible for any errors or omissions occurring in the production or changes to hotel facilities or amenities as specified, during the validity of the travel experiences promoted. Care will be taken however, to insure that you are updated on any major changes that could affect the enjoyment of your holiday. Photographs are supplied by the hotels, decoration, fixtures and fittings may vary from those shown within Ski Holidays digital and print publications.

CHILDREN

All prices referring to children (ages 2-12 years or as specified) are based on one child sharing with 2 adults using existing bedding. If an additional bed is required, this is likely to be a rollaway bed and will incur an additional charge, payable direct to the hotel. Where children under 2 years are accommodated free of charge, usually a cot will not be provided. Some hotels may be able to supply a cot but this may be subject to an additional charge, payable direct. Please notify us whether you are travelling with children and their age at the time of travel.

LIFT PASSES

Lift passes may be included as stated. Some lift passes may require a passport photo and in the USA, Aspen resort requires a photo for certain lift passes. No refunds can be given for any unused days on lift passes included in the holiday packages, should the days not be fully utilised. Certain resorts may impose an additional surcharge for using cable cars or other lift systems not included in the usual ski lift pass rates. Any such surcharges are payable direct at the resort.

UNUSED VOUCHERS

No refunds will be given on unused vouchers for Ski Holidays travel experiences, and not limited to accommodation, meals, car rental, transfers and ski passes.

SPECIFIC BOOKING CONDITIONS FOR CONDOMINIUMS & APARTMENT BOOKINGS

Some hotels require a Saturday or Sunday arrival and a minimum 7 night stay.

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CLEANING

Some apartments are not cleaned daily and final cleaning charges may apply.

ADDITIONAL CHARGES

Additional charges for linen, cleaning, power or heating maybe payable in some apartment/condominiums.

KEY COLLECTION/ACCESS

Full details of key collection or code access will be confirmed on vouchers once documentation has been issued, or may be provided during check-in formalities.

BEDDING

In any reservation case (hotel/apartment) bedding configuration cannot be guaranteed.

RESPONSIBILITY

Ski Holidays and/or its associated Companies or Agents give notice that they act as Booking Agents only for the persons or companies providing or offering the means of travel, conveyance, transport, accommodation or other services and all receipts, tickets, vouchers, coupons or exchange orders are issued subject to the terms and conditions under which transportation and other services are provided. Ski Holidays shall not be liable for any injury, damage, loss, accident, delay or irregularity that may be caused to person or property however caused or arising, during any tour under its management, sponsorship, procurement or otherwise, notwithstanding that the Company's principal may be a foreign Company, corporation or person. So far as the Company shall not be acting as such Booking Agent it shall be deemed to be acting as Agent for the person making the booking. It is the responsibility of the passenger to ensure that they are in possession of the proper travel documents and that they are in compliance with the current government and Transportation companies' regulations. The right is reserved to modify the itinerary in any way considered necessary or desirable or to change any reservation, and/or means of conveyance, without notice and for any reason whatsoever and without allowance or refund but the extra cost, if any, resulting there from must be paid by the passenger. The right is also reserved to cancel or withdraw any travel experience, or any booking made for a passenger, or to decline to accept or retain any person as a member of a travel experience for any reason whatsoever. No refunds can be made in respect of accommodation and meals not utilised and under no circumstances can refunds be made for tours and sightseeing excursions not undertaken. The transportation companies or firms shall be exempt from all liability in respect of any detention, delay, loss, damage, sickness or injury however and by whom so ever caused and of whatever kind occurring of or to the passenger at any time when the passenger is not on board a carrier or conveyance used or operated by the transportation companies or firms. Passage contracts in use by the transportation companies or firms concerned shall constitute the sole contract between the transportation companies or firms and the purchaser of these tours and/or passengers. All

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fares are subject to change without notice. The issuance and acceptance of receipts, tickets, vouchers coupons or exchange orders shall be deemed consent to the above conditions.

DISCLAIMER

Ski Holidays is not itself a tour, event, carrier, transport or accommodation provider. It acts only as an agent for those service providers. All bookings with OTT are subject to the terms, conditions and limitations of liability imposed by the providers contracted in the booking, which may limit or exclude liability in respect of death, personal injury, delay and loss of or damage to luggage.

ACKNOWLEDGEMENT

By signing the Booking Form, I acknowledge that I understand and accept the booking terms and conditions as listed above and on the website.

Terms & Conditions: Ski Holidays and Tours. Last updated 8th December 2018.

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