

TERMS & CONDITIONS

<https://skiholidaysandtours.com/terms-conditions/>

INTRODUCTION

Ski Holidays and Tours is an ATAS accredited Travel Agent and a member of AFTA and IATA.

We sell and facilitate travel arrangements and services on behalf of our Suppliers. Our Suppliers are tour operators, accommodation providers, ski resorts, transport operators, and other providers. Reference to “we”, “us” and /or “our” in these Terms and Conditions shall mean Ski Holidays and Tours. We may receive fees, commissions, or financial incentives from our suppliers under this contract. Ski Holidays and Tours is owned by Maxan Investments Pty Ltd ABN 59083863834 ACB 038863834.

VALIDITY

Products and prices in this website are subject to change without notice.

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.

GENERAL INFORMATION AND BOOKING CONDITIONS

Ski Holidays and Tours (ABN 59083863834) acts an Agent. Our Terms and Conditions are in addition to the Terms and Conditions of each Travel Supplier. It is the Terms and Conditions of the Travel Supplier that determine the terms of cancellation and refunds, if any.

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 anytime.

Our terms and conditions will be provided to you before you enter into a sale with us. We require you to acknowledge that you have received and accepted our terms and conditions.

PRICES & FEES

All prices quoted are quoted in either Canadian or Australian Dollars and are based on 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 and Tours before booking. Our terms and conditions will always outline any fees we charge.

SCHEDULE OF FEES

Booking Fee: Ski Holidays and Tours charges a 1% booking fee on all transactions. This is payable in addition to any deposits required by our Suppliers. All deposits are non-refundable in the event of a cancellation.

Credit Card Fee: We charge a 1.9% credit card fee on all credit card transactions.

Exchange Rate: Any client wishing to pay for services in Australian dollars, we rely on the [Westpac Bank Exchange rate of the day](#) for our currency conversion.

Amendment Fee: \$C150 per person

Cancellation Fee: \$C200 per person. This is additional to the cancellation charges outlined by our Supplier Terms and Conditions.

CURRENCY

All pricing supplied by Ski Holidays and Tours (written or verbal) is subject to change due to fluctuations in foreign exchange rates without notice. Ski Holidays and Tours will notify of any price variation due to currency rates at time of quotation, deposit and final payment.

DEPOSIT FOR PACKAGES

Once a booking is confirmed, a minimum deposit usually, at least to the value of the first nights' accommodation of the package cost is payable within 7 days on confirmation of booking. In some cases, our supplier partners do require a larger deposit. Applicable deposits will always be outlined in writing to our clients before any request for payment. Failure to pay for travel services within the deadline will result in the automatic cancellation of the booking.

Earlybird specials (accommodation, lift passes, rentals, lessons, activities) may have additional conditions applicable which will also always be outlined in writing before any deposits are paid.

Reservations made via our aggregator partners are subject to their published terms and conditions.

Payments are accepted by credit card or direct deposit. In some circumstances your credit card will be charged by the Supplier. You authorize us to pass on your credit card details to the Principal. When your credit card is processed by Ski Holidays and Tours, you agree to not have your payment 'charged back' or reversed by your credit card provider where the services have been provided. Direct deposits must be paid into the Client Account BSB: 032086 Account 178358

FINAL PAYMENT

The final payment or balance is due in full 60 days prior to departure unless otherwise stated. Booking made within this period must be fully paid upon confirmation.

LATE BOOKINGS

Ski Holidays and Tours reserves the right to charge late booking fees for any booking made inside of 14 days of departure. Full payment may be required at time of booking for departures within 90 days.

AMENDMENTS

A minimum amendment fee of \$C150 per person to make changes to confirmed arrangements. Within 90 days of departure the cancellation conditions will apply in full.

CANCELLATION & REFUNDS

If you wish to cancel or change a confirmed reservation you will incur fees. In some cases, Ski Holidays and Tours may charge a cancellation and/or amendment fee in addition to those imposed by our Suppliers.

Ski Holidays and Tours (ABN 59083863834) acts as an Agent. Our Terms and Conditions are in addition to the Terms and Conditions of each Travel Supplier. It is the Terms and Conditions of the Travel Supplier that determine the terms of cancellation and refunds.

As a general rule, a cancellation made outside of 60 days of travel may incur a fee levied by tour operators, ground operators, hotels, airlines, or lift companies. A cancellation made within 60 days before departure may incur up to a 100% cancellation fee of the total booking amount. As each supplier has different cancellation policies, we will, at all times, provide in writing their specific cancellation policy prior to any deposits paid and reservations being committed, causing a cancellation fee to trigger.

Any refunds due cannot be processed until the relevant funds have been returned by suppliers to Ski Holidays and Tours. 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.

It is Ski Holidays and Tours policy that we are not in a position to refund any commissions we have earned which incurred our time in arranging your travel and holiday plans. Commission earned covers our general running costs and overheads.

Cancellation Fee: \$C200 per person. This is additional to the cancellation charges outlined by our Supplier Terms and Conditions.

REFUNDS

If you cancel your travel arrangements and a refund is due, the refund will be made available to you once we receive the monies from the principal involved. In some cases, you may not be able to claim a refund. Each Supplier may have its own terms and conditions applicable to your travel arrangements. It is important that you read and understand these for each of your bookings. If your airline or other service provider cancels your trip, you may be offered a voucher or credit, which may entitle you to take the flight, tour or other services at a later date. A rebooking fee or service fee may apply.

DOCUMENTATION

While we have taken great care to check your travel documents, it is important that you review all of the information in the documents, including but not limited to your name, travel dates and other particulars relating to your travel arrangements. Travel documents include (without limitation) airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a Supplier.

NOT INCLUDED IN THE COST OF HOLIDAYS OR SERVICES

Cost of passports, and visas where required, items not specified as being included, airport taxes where applicable, laundry, telephone calls, food not included on regular menus, ski or equipment hire, lift passes (unless stated), and any other item of a personal nature.

ACCEPTANCE OF BOOKINGS

Bookings are accepted subject to the services or accommodation applied for being available. Ski Holidays and Tours 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 Tours and/or its agents in respect thereof shall cease. Ski Holidays and Tours 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.

DISCLOSURE AUTHORISATION

In the event that a natural disaster or other emergency is reported to have occurred in a country where you may be visiting at that time, you authorize Ski Holidays and Tours to disclose the details of your itinerary and contact details to the Australian Department of Foreign Affairs and Trade.

PASSPORT & VISA REQUIREMENTS

It is your responsibility to arrange all necessary passports and visas.

A passport is required for overseas travel, with a validity of six months after your return date. For some countries, a consular visa or travel authorization is also required. The possession of such documents is solely the passenger's responsibility.

All travellers must have a valid passport with at least 6 months of validity beyond the period of their intended stay. Some countries require a longer validity. Permanent residents travelling on a foreign passport must hold a Resident Return Visa to re-enter Australia. We recommend that you check the entry requirements of the countries you plan to visit or transit, including all visa requirements, with the relevant foreign embassy or consulate. It is your responsibility to supply your full name as per your passport as your Agent. Incorrect names will incur cancellation and/or change fees.

HEALTH REQUIREMENTS AND VACCINATIONS

Some countries require you to be vaccinated against specific infections and/or diseases. We recommend that you consult with your doctor or specialist vaccination clinic before commencing your travel. General health advice for the destination you wish to visit is also available at the Department of Foreign Affairs and Trade website: smarttraveller.gov.au.

IMPORTANT:

All eligible travellers to the United States (including those in transit) who wish to travel under the Visa Waiver Program must now apply for authorization using the Electronic System for Travel Authorization website, visit <https://esta.cbp.dhs.gov> As part of the Secure Flight Program, your

passport information must also be entered into your flight bookings, please provide details on your Booking Form.

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

COVID-19

We strongly recommend that you check the current status and updates to [Australia's immigration and border arrangements](#) relating to COVID-19.

In addition, you should familiarize yourself with the airline and other service providers' COVID requirements, which may include, but not limited to, providing proof of full COVID-19 vaccination, the requirement to wear masks during travel and/or adhering to border control requirements in relation to COVID-19 tests.

You acknowledge that you are choosing to travel at a time where you may be exposed to the Coronavirus. It is your responsibility to acquaint yourself with all relevant travel information and health risks. You acknowledge and assume responsibility for the risks associated with travelling at this time. To the fullest extent permitted by law, we accept no liability in relation to these additional risks.

INSURANCE

It is advisable for everyone undertaking these tours and services to insure themselves against medical expenses, personal accident, loss of deposit and cancellation fees, and also their baggage against damage, loss, theft, etc.

Without travel insurance, you and/ or your family are personally liable for covering any medical and associated costs you may incur while travelling. We strongly recommend you take out a full coverage travel insurance policy at the time you pay for your booking.. Our Ski Holidays and Tours Agents are FSR compliant and can recommend a policy to suit your needs. Coverage for Snowsports is recommended. It is your responsibility to read and fully understand the Product Disclosure Statement of your insurer.

SNOW CONDITIONS

Average snowfall statistics indicated within this website are provided by each resort and correct at the time of press. It should be understood that Ski Holidays and Tours cannot under any circumstances be held responsible for snow conditions. No holiday can be cancelled, altered or amended on the basis of weather conditions.

HOTEL LOCATIONS AND DESCRIPTIONS

Please note that maps in this brochure 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 website content, Ski Holidays and Tours 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 programme. Care will be taken however, to insure that your travel agent is 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 this brochure.

CHILDREN

All prices referring to discounts for children (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 are 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 utilized. 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 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.

CLEANING

E: bookings@skiholidaysandtours.com
T +61 414518464 (Australia) T +1 778 363 8464 (Canada)
Maxan Investments Pty Ltd t/a "Ski Holidays and Tours" and "Stonebridge at Big White"
ABN 59083863834
PO Box 251, Kiama, NSW 2533, Australia.

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

SECURITY DEPOSIT

In some apartments/condominiums a deposit may be payable in local currency to the keyholder on arrival. This amount will be refunded, less extra charges as indicated.

ADDITIONAL CHARGES

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

KEY COLLECTION

Full details of key collection will be confirmed on vouchers once documentation has been issued.

BEDDING

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

ACCURACY OF INFORMATION AND LIMITATION OF LIABILITY

Ski Holidays and Tours does not warrant the accuracy, completeness, or performance of the services offered by the Suppliers, and we will not be liable in the event that you suffer loss, injury or disappointment by reason of any undertakings or failings of any Supplier.

We accept no responsibility or liability for any failure or delay on the part of any Supplier in providing travel services to you where your booking has been properly processed by Ski Holidays and Tours; nor is Ski Holidays and Tours responsible for any acts or omissions of Suppliers, in the course of delivery of such travel services.

Ski Holidays and Tours does not promise that hotel images and descriptions of products and services are at any time an exact reflection or presentation of the products and services offered by or available. Ski Holidays and Tours disclaims all liabilities or warranties, express or implied, based on any differences of any kind between the descriptions of products and services provided and the actual features of products and services offered by or available.

RESPONSIBILITY

Ski Holidays and Tours 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 and Tours 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 therefrom must be paid by the passenger. The right is also reserved to cancel or withdraw any tour, or any booking made for a passenger, or to decline to accept or retain any person as a member of a tour 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 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.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosions, and generalized lack of availability of raw materials or energy.

Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

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