

Ski Miquel Booking Conditions

1. Making your booking To book either give relevant details on the phone, or request a booking form, which is returned signed. The party leader must be over 18 and in making the booking both confirms she/he is authorised to make the booking for all party members and it is made on the basis of these Booking Conditions. The completed signed booking form must then be sent to us together with the payments referred to in clause 2 below. A phone booking will use a credit card for payments. On receipt of a completed booking form, and subject to availability & deposits the holiday will be confirmed by an invoice. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation is incorrect as it may not be possible to make changes later. We regret that we cannot accept any liability if we are not told of any inaccuracies within ten days of our sending it out. Name and departure information is used for ticketing.

2. Payment A deposit of £150 per person (Europe) or full payment if booking within eight weeks of departure, must be paid at the time of booking. The insurance policy, if requested and booked, and all the premiums are included in the deposit at the time of booking. (You must be insured - see clause 7) The balance of the holiday cost must be received by us not less than 8 weeks prior to departure. This is shown on the confirmation invoice. Reminders are not sent. If we do not receive all payment due (including any surcharge where applicable) in full and on time, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 6 below will be payable. Balances paid by credit card have a 3% service charge added to the balance due. Ski pack items purchased on the transfer coach have a 3% service charge and can only be paid by credit or debit card. Except for flight inclusive bookings, all monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until we issue our confirmation invoice. After that point, your agent will hold monies on our behalf. For flight inclusive bookings, all monies paid to such agents for your holiday with us will be held on our behalf until they are paid to us or refunded to you.

3. Your contract A binding contract between us, Ski Miquel LTD, trading as Ski Miquel Holidays ATOL 1694, comes into existence when we despatch our confirmation invoice to you or your travel agent. This contract and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday will be dealt with by the Courts of England and Wales only. Changes to these Booking Conditions will only be valid if agreed by one of our directors in writing.

4. The cost of your holiday Once you have paid your deposit to book, your holiday directly or indirectly price is **GUARANTEED** against change, except increases imposed by the U.K. or foreign government or additional security changes imposed after brochure publication. However, we reserve the right to alter published prices prior to booking and also to withdraw from sale ski pack items as necessitated by major currency changes. These items would then be sold on the transfer coach. We reserve the right to correct errors in both advertised and confirmed prices. The cost of ski pack items sold on the coach could vary to allow for currency changes.

Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

5. Changes by you Please inform us of errors or changes as soon as possible, errors will be corrected, changes made if possible. An amendment fee of £35 per booking is payable together with any costs or charges incurred or imposed by any of our suppliers. If any member of your party is prevented from travelling, that person may be able to transfer their place to someone else (introduced by you) providing we are notified not less than two weeks before departure. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £25 must be paid before the transfer can be effected. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after the tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

6. Cancellation by you Should you or any member of your party need to cancel your chosen holiday once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. The cancellation charge is a percentage, of the total cost payable by the person(s) cancelling excluding insurance premiums, amendment charges, both non-refundable ski pack items (lift pass, equipment and lessons, which are refunded in full). The following charges will apply:

8 wks and less notice 40% of fare 6 wks and less notice 50% of fare

5 wks and less notice 75% of fare 3 wks and less notice 100% of fare

The single room supplement will be charged if a cancellation results in a single room.

7. Insurance We consider adequate travel insurance to be essential. It is advisable that all guests take out holiday insurance. Please read your policy details carefully. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs.

8. Changes and cancellation by us We must reserve the right to change or even cancel your holiday. Our holidays are planned long in advance and sometimes the ability of our suppliers to deliver changes. Cancellation will only be due to non-payment of the final balance within 8 weeks or circumstances outside of our control. Most changes are minor, occasionally we have to make a significant change. This is defined as a change made before departure date, move to lower official classification of accommodation, withdrawal of swimming pool at your accommodation, for an extended period. All other changes are treated as minor.

As soon as possible, for a significant change, or cancellation we will offer these options, if sufficient time:

(a) accepting the changed arrangements

(b) changing to a different holiday with a refund or paying any extra price difference.

(c) cancelling with full refund for all monies paid to us.

The above options are not available for minor changes. In all cases our liability for significant changes and cancellation is limited to the above. We cannot pay any expenses, costs or losses incurred by you as a result of change or cancellation. Very rarely, we may be forced by 'force majeure' (see clause 9) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

9. Force Majeure We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by '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 or threat of war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

10. Our Liability to you

(1) Subject to these Booking Conditions, we accept responsibility should you or any member of your party suffer death, personal injury, illness, loss or damage as a result of any failure to perform or improper performance of any part of our contract with you by any of our employees, agents, suppliers or sub-contractors (providing they were at the time carrying out work authorised by us) except in the following situations. We will not be liable where any failure to perform or improper performance of the whole or any part of our contract was due to: (a) the act(s) and/or omission(s) of the person(s) affected or (b) those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or (c) an event which either ourselves or the supplier of the service(s) in question could not have foreseen or avoided even with all due care.

(2) We limit the maximum amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(3) It is a condition of the acceptance of liability set out in clause 10(1) of these Booking Conditions that you notify us of any claim you and/or any member(s) of your party has in accordance with clause 11 'Complaints and problems'. Any person(s) to whom any payment is made (and their parent or guardian if that person is under 18 years of age) must also assign to ourselves or our insurers any rights they may have to pursue any third party in connection with the claim. You must provide ourselves and our insurers with all assistance we may reasonably require.

(4) This clause 10 is intended to set out our obligations to you as a tour operator in the light of the Package Travel, Package Holidays and Package Tours Regulations 1992. Please note, we regret we cannot make any payment to you or any member of your party if the person concerned is not entitled to one from us under these Regulations.

(5) In all cases, our liabilities of air, sea, rail and road carriers and hotel keepers are limited as if we were carriers/hotel keepers within the applicable international conventions. For all claims which result from international carriage, compensation can only be paid in those situations where the carrier concerned would be obliged to pay compensation under the relevant international convention were a claim made against that carrier in that particular situation.

11. Complaints and problems In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform our representative and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our representative and the supplier as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of your return to the UK giving your booking reference and full details of your complaint. We regret we cannot accept liability in relation to any complaint or claim which is not notified entirely in accordance with this clause.

12. Behaviour When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Proper payment for any such damage or loss must be made at the time direct to the accommodation owner or manager or other supplier. If you fail to do so, you must indemnify us against any claims (including legal costs) subsequently made against us as a result of your actions.

We expect all clients to have consideration for other people. If in our opinion or in the opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or to be likely to cause danger, annoyance or distress to any third party or the damage to property, we are entitled, without prior notice, to terminate holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave their accommodation or other services. We will have no further responsibility towards such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

13. Conditions of suppliers Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

14. Special requests and medical problems If you have any special request, you must advise us at the time of booking and clearly note it on your booking form. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as 'standard' bookings subject to the above provisions on special requests.

If you or any member of your party has any medical problem or disability which may affect your holiday, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline/cancel their reservation.

15. Passports, visas and health requirements. A full British passport presently takes approximately 4 weeks to obtain. Requirements may change and you must check the up to date position in good time before departure. Information on health is contained in the Department of Health leaflet, T4 (Health Advice for Travellers) available from your local Department of Health office and most Post Offices. For European holidays you should obtain a completed and issued form E111 (details in leaflet ion T4 referred to above) prior to departure. British citizens require a full 10 year British passport.

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to the failure on your part to carry correct documentation. If you or any member of your party is not a British Citizen, or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country (ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

16. Financial security Ski Miquel holds the legally required Air Travel Operator License (ATOL). This is controlled by the Civil Aviation Authority (CAA) who hold the bond that secure your deposit and payment.

17. Brochure Accuracy Please note, the information and prices shown in this brochure may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the brochure and prices at time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at time of booking.

This brochure is our sole responsibility. It is not issued on behalf of and does not constitute any independent organisation/carriers whose services are featured in it.

18. Delay Guests will generally receive the normal airline complimentary catering and accommodation depending on the length of delay. We cannot provide any assistance or accept any liability in the event of any delay.

19. Safety standards Please note, the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services are not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may be lower.

20. Flights The flight timings in this brochure are for guidance and can change. Actual flight times are on your tickets and sent two weeks before departure. You must check your tickets carefully on receipt for flight times. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs. We are not always in a position to confirm the airline, aircraft type and airport of destination which will be used in connection with any flight included in your holiday. When this information is provided at the time of booking or subsequently, it is subject to change. Any such changes will not entitle you to cancel or change to other arrangements without paying our normal charges.

21. No Snow Arrangements In the unlikely event of a resort being closed due to insufficient snow, the company will, if reasonably possible, transport guests, at the guests expense, to the nearest available skiing. Any difference in lift pass price will be refundable to the guest. If there is no alternative skiing near the booked resort the company will make every effort to change resort, guests will have the option of the original arrangements or moving and paying the difference in cost.

22. Group Reductions Requirements. To Qualify: A free holiday is defined as the basic holiday price only (see price panel for each resort). The group must be in the same accommodation. The group discount is applicable only to members paying the full holiday price i.e., children who have received a discount will not be included in the numbers that make up the party or qualify for a group discount. Full holiday price must include flying not driving. The group discount is applicable to the final number of full paying party members. If due to subsequent cancellations the group number reduces below the qualifying number, then the discount is lost. To qualify for the discount, a holiday must be paid for by the date due by one cheque or credit card. We will accept variations within a group i.e. departures from different airports, one and two week holiday mixes

23. Ski Guiding Service The Ski Guides are not instructors. Guests are responsible for assessing their own capabilities and participate in Ski Guiding at their own risk. There is no obligation by the Ski Guide to escort a guest to easier terrain or to the base of a ski lift if requested by the guest. All Ski Guiding is restricted to runs that are officially open and within the secure area of the resort. It is the guests responsibility to ensure that they are aware of the standard of a proposed route. This service is dependent on safety, numbers and conditions. The ski guides decision is final.

24. Extras Refunds Refunds for part use of a lift pass, rental item or instruction can only be made if the guest claiming submits a written refund note

Save money with easy payments

The banks have now made the use of credit cards very expensive for travel companies so Ski Miquel must now charge 3% for deposit or balance payments made with a credit card.

However the ATOL, see page three, gives your money full protection. Save money by paying by cheque, a debit card or easiest of all, pay by bank transfer. Details for a bank transfer will be sent with the booking confirmation.

PRICES WINTER 2009-10

Prices are for 7 nights for 2 sharing a room except Multi. ATOL, protection: government charge £1 at date of brochure publication, could change, is additional to holiday price. Prices are for flying from London Gatwick, Manchester departure £30 supplement, own travel to resort up to £100 reduction.

INCLUDED IN THE PRICE:

Chalet-hotels: Flight, transfer from airport to accommodation. Ensuite room, buffet breakfast on seven days, on six days after ski tea, canapés, three course dinner including wine, cheese and coffee, and ski guiding on 6 days.

Hotels: Flight, transfer from airport to accommodation. Ensuite room, dinner seven evenings. Large buffet breakfast. Ski guiding.

Avoid using credit cards and save 3%, yet still have full protection of your money.

Free places

(Room supplements apply)

Chalet-hotels

Book 7 pay for 6 : 2, 9, 16, 23 Jan.

Book 8 pay for 7 : 12, 19 Dec, 6, 13, 20 Mar.

Book 10 pay for 9: 30 Jan, 6, 20, 27 Feb, 27 Mar, 10 Apr.

Book 12 pay for 11: 3 Apr.

Chalet Simone

Book 8 pay for 7: all weeks except 26 Dec and 13 Feb.

Hotel Wildbad

Book 8 pay for 7: 2, 9, 16, 23 Jan & 13, 20, 27 Mar, 3 Apr.

Hotel Silberhorn

Book 8 pay for 7: 2, 9 Jan & 13 Mar. **Book 15** pay for 14: 16, 23, 30 Jan & 6 Feb & 6 Mar.

Saturday departure	FRANCE			SWITZERLAND		AUSTRIA			Sunday departure	SPAIN		
	Serre Chevalier			Lauterbrunnen		Bad Gastein		Saalbach		Baqueira		
	Ch-hotel Charlotte	Chalet Simone	Hotel de l' Europe	Ch-hotel Rosa	Hotel Silberhorn	Ch-hotel Tannenburg	Hotel Wildbad	Ch-hotel Christina		Ch-hotel Salana	Hotel Montarto	Hotel Tuc Blanc
Rating	***	***	***	****	***	***	****	****		****	****	***
19 Dec	599	599	626	586	646	583	885	619	20 Dec	564	727	790
26 Dec	699	699	730	657	699	679	983	694	27 Dec	658	857	939
2 Jan	490	490	511	496	520	477	782	516	3 Jan	459	637	703
09 Jan	490	490	511	496	529	477	782	528	10 Jan	459	649	696
16 Jan	535	535	559	524	577	521	782	553	17 Jan	504	654	701
23 Jan	576	576	602	564	613	561	782	587	22 Jan	543	664	711
30 Jan	605	605	632	592	634	589	867	604	29 Jan	569	677	724
6 Feb	605	605	632	591	649	589	867	625	7 Feb	569	687	750
13 Feb	724	724	756	718	735	692	867	724	14 Feb	699	817	902
20 Feb	621	621	648	607	629	604	867	641	21 Feb	584	717	823
27 Feb	608	608	635	595	608	592	867	628	28 Feb	572	689	752
6 Mar	598	598	625	585	608	583	867	608	7 Mar	563	689	736
13 Mar	555	555	580	543	594	541	782	574	14 Mar	523	689	736
20 Mar	525	525	549	514	609	505	702	536	21 Mar	489	673	720
27 Mar	503	503	526	492	585	490	702	520	28 Mar	474	647	694
3 Apr	604	604	631	591	631	588	702	633	4 Apr	569	689	752
10 Apr	542	542	587	507	554	N/A	N/A	N/A				
Reductions												
3rd sharer	75	100	75	75	60	75	90	75		100	On request	
4th sharer	75	150	75	75	On request	75	90	75		200		
5th sharer	n/a	200	n/a	n/a		n/a		n/a		n/a	n/a	n/a
Children if sharing with 2 adults												
Under 2 for ticket	50 only	50 only	50 only	50 only	50 only	50 only	Under 3 50 only	50 only		50 only	50 only	50 only
2 under 4	250		Under 7, 50 direct	250	150	250	190	250		250	Approx 160, please ask	
4 under 16	125		75	125	90	125	190	125		125		
Sing room supp	On request	On request		On request	40	On request	80	On request		On request	On request	On request
Special room	See pg 12					See pg 6	30			See pg 16		
SKI PACKS Prices are for six days, photographs not needed												
	Serre Chevalier			Lauterbrunnen		Bad Gastein		Saalbach		Baqueira		
Lift pass	Season 164 10 Apr 119			Season 174 27 Mar 3, 10 Apr 138		Season 167 9, 16 Jan, 3, Apr 157		Season 169 - 9, 16, 23 Jan 160 13, 20, 27 Mar, 3 Apr 152		Season 159		
Free child pass under	6 yrs			5 yrs 25SF		6 yrs		6 yrs		6 yrs		
Child pass under	12 yrs			19 yrs		16 yrs		19 yrs		11 yrs		
Senior pass over	65 yrs			62 yrs		n/a		n/a		n/a		
Free senior pass over	75 yrs			n/a		n/a		n/a		70 yrs		
Spring pass deals, confirm with Ski Miquel	Free pass: child born after 02 sking with both parents					Free pass: child born after 02 sking with both parents		Free pass: child born after 02 sking with both parents				
Skis & poles	56			69		64		66		42		
Boots	33			39		37		34		32		
Lessons	English instructors, see page 16, book direct			Book Locally		Book Locally		Book Locally		See page 13, £76 - 3 days x 3 hrs Beginners: £109 - 5 days x 3 hrs		
Travel Details Please check-in at least 2 hours before departure, times can change, please be careful in planning connecting flights												
Fly to	Grenoble			Geneva		Salzburg		Salzburg		Toulouse		
Gatwick dept	08:30			07:40		08:15		08:15		06:50		
Arrive	10:50			10:25		11:10		11:10		09:40		
Manchester dept	08:00			07:45		08:10		08:10		07:20		
Arrive	10:45			10:40		11:25		11:25		10:25		
Transfer time	2:15			2:20		1:15		1:30		2:00		
Resort dept	07:30			07:40		08:00		07:45		07:00		
Gatwick arr	12:30			12:30		13:25		13:25		12:00		
Manchester arr	12:30			12:45		13:40		13:40		12:40		