

booking conditions

The following Booking Conditions together with the general information contained in this brochure form the basis of your contract with Acorn Ski (a trading name of Acorn Venture Ltd.). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions, "you" means the Party Leader and "your" means all persons named on the booking including anyone who is added or substituted at a later date. "We", "us" and "our" means Acorn Venture Ltd.

1 MAKING YOUR BOOKING

To make a booking, our booking form must be completed. This must be signed by the first named person on the booking ("the Party Leader"). The Party Leader must be at least 18 years of age and must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking. The completed and signed Booking Form must then be sent to us together with the payments referred to below.

Once we have received your Booking Form and all appropriate payments, we will, subject to availability, confirm your holiday by issuing a Confirmation of Booking. A contract will exist as soon as we issue this confirmation. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you are resident in either of these countries and wish to do so.

Changes to these Booking Conditions or the General Information shown in our brochure will only be valid if confirmed in writing.

If any information given on the confirmation or any other document appears to be incorrect or incomplete you must inform us as it may not be possible to make changes later. We regret that we cannot accept any liability if we are not notified of any inaccuracies in any document within ten days of our sending it out (or five days for tickets).

2 PAYMENT

You are responsible for making all payments to us. Please note that, if you are paying via your Local Education Authority, governing body, central agency, or similar, it is important that you make any necessary arrangements to ensure that all payments reach us within the time limits below, and inform us immediately you know this might not be possible.

In order to confirm your chosen holiday, a deposit of £25 per paying party member for coach tours or £75 per paying party member for air tours (or full payment if booking within ten weeks of departure) must be paid at the time of booking. A second deposit of 30% of the total booking price is due 8 weeks after confirmation of booking.

Your first and second deposit payments are not refundable, except where stated otherwise in these booking conditions. However, in some circumstances they can be reclaimed under the terms of your insurance cover, less any excess which applies.

The full remaining balance must be received by us not less than 10 weeks prior to your departure date. This date will be shown on the Confirmation of Booking. Reminders are not sent. If you do not pay your second deposits or final payment by the dates specified this will be a breach of the contract between us entitling us to consider the booking as cancelled by you and to apply cancellation charges as set out in these booking conditions.

This means that if we have not received your full payment before the departure date you will not be able to travel.

3 THE COST OF YOUR HOLIDAY

The prices shown in our brochure were calculated on 07 November 2006 on the basis of known costs and exchange rate of £1 = Euro 1.49 and £1 = \$1.90 as shown in the Financial Times Guide to World Currencies' on that date.

We reserve the right to: (i) increase or decrease the prices of unsold holidays at any time; (ii) correct mistakes in advertised, quoted or confirmed prices;

Prices include VAT calculated under the Tour Operators' Margin Scheme (TOMS), the conditions of which do not permit us to issue invoices showing VAT as a separate element, nor you to reclaim VAT.

The price of your chosen holiday will be confirmed at the time of booking. We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. If there are any changes to the published prices, these will be confirmed at the time of booking. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. Once the price of your chosen holiday has been confirmed at the time of booking then, subject to the correction of errors, we will only increase or decrease the price, subject to the conditions set out in this clause, if our costs increase or decrease as a result of transportation costs (e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator) or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increasing or decreasing. We will not change the confirmed price of your holiday due to fluctuations in currency exchange rates. We will absorb increased costs up to a total amount equivalent to 2% of the cost of your confirmed holiday (excluding insurance premiums and any amendment charges). Only if the increased costs exceed this 2% will we ask you to pay the difference. If any increase is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in clause 6 "Changes and Cancellations by Us". Although insurance (where purchased through us) does not form part of your contract with us or of any "package", we will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy in

the event of cancellation or purchase of an alternative holiday. You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel for this reason. If you do not tell us that you wish to cancel within this period of time, we are entitled to assume that you do not wish to cancel and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. Except as set out below, we promise not to levy a surcharge within 30 days of departure, nor will refunds will be paid during this period. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. Please note, changes and errors occasionally occur. Please check the price of your chosen holiday at the time of booking.

4 CHANGES BY YOU

Please read each of our booking documents carefully as soon as received and contact us immediately if any information appears to be incorrect or incomplete as it may not be possible to make changes later.

If you should wish at any time to change your arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to accommodate your request(s) but this may not always be possible. You must confirm in writing any requests for changes to be made. We reserve the right to make a £25 amendment charge per change per booking form and will pass on to you any costs we incur from our suppliers in making the alteration(s) requested. You should be aware that these costs are likely to increase the closer to the departure date that changes are made. Please note that in some cases (e.g. budget airlines) amendment charges (including ticket name changes) can exceed the initial costs.

5 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 and may be unable to re-sell your holiday, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges.

Period before departure Cancellation within which written charge per notification of cancellation person cancelling is received by us

70 days or more	Deposits only
22 to 69 days	75% of total cost
0 to 21 days	100% of total cost

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges, less any applicable excess, under the terms of your insurance policy. Claims must be made direct to the insurance company. If any member of your party is prevented from travelling, that person may transfer their place to someone else 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 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 tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

6 CHANGES AND CANCELLATION BY US

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochure, website and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavor to avoid changes and cancellations, we must reserve the right to do so. Most changes are minor. Occasionally, we have to make a "significant change" before departure, such as: a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours, alterations to your confirmed place of departure that add more than 100 miles to any single leg of your journey. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

(a) accepting the changed arrangements or

(b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available.

We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper or

(c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one. If we have to make a significant change or cancel we will as a minimum where compensation is due pay you reasonable compensation depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of

which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached - in this case we will notify you not later than 8 weeks before departure. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or if the change made is a minor one. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed holiday. Except as set out above, we will in addition, where appropriate, pay you any reasonable proven costs and expenses you incur as a result of a cancellation by us. Very rarely, we may be forced by "force majeure" (see clause 7) 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 any refunds from our suppliers) pay you any compensation or be responsible for any costs or expenses incurred by you as a result.

NB. If you have booked a flight through us and your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk.

7 FORCE MAJEURE

Except where otherwise expressly stated in these booking conditions, 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 or you otherwise suffer any damage or loss (as more fully described in Clause 8 (1) below) as a result of "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.

8 OUR LIABILITY TO YOU

(1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers). We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:-

- (a) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- (b) the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- (c) "force majeure" as defined in clause 7 above.

We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure or on our website and we have not agreed to arrange them. In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £1,000 per person affected (unless a lower

limitation applies to your claim under this clause or clause 8 (3) below) as you are assumed to have taken out adequate insurance at the time of booking.

(2) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

(3) Where any claim or part of a claim concerns or is based on any travel arrangements (including the process of getting on and off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the International Convention or Regulation which applies to the travel arrangements or hotel stay in question (including, for example, the Warsaw Convention as amended or unamended and the Montreal Convention 1999 for international travel by air and/or for airlines with an operating licence granted by an EU country, the EU Regulation on Air Carrier Liability No 889/2002 for national and international travel by air and the Athens convention for international travel by sea). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(4) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 9 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

(5) If you or any member of your party suffers illness, injury or death, through misadventure, as a result of an activity which does not form part of your contracted holiday arrangements, we will provide you with all reasonable assistance. This assistance may include our making a contribution towards your initial legal costs in taking action against the person(s) responsible providing you request this within 90 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £5,000 per booking. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

9 IF YOU HAVE A COMPLAINT

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform the resort representative, hotelier, carrier or other supplier in question. Any verbal notification must be put in writing and given to them as soon as possible. If the complaint or problem is not resolved to your satisfaction straight away, you must contact us with full details by telephone or fax within 48 hours. Until we know about a problem or complaint, we cannot assist. 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. If, refer the matter to arbitration if you so wish under a special scheme arranged by the Association of British Travel Agents (ABTA) and administered independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com). This scheme does not apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and statement of claim must be received by the Chartered Institute of Arbitrators within 9 months of the date of return from the holiday.

10 YOUR RESPONSIBILITIES

Bookings are accepted on the understanding that all persons travelling are normally in good health and able to fulfil the physical demands of the chosen holiday. Please do not take risks while on an activity or skiing holiday. In the interests of safety, you must follow the guidance in our notes, as well as that provided by anybody on our behalf; comply with any local codes of conduct, follow the Country Code, and act sensibly and prudently at all times. 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 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, or holds a non machine-readable 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 in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

For all travel abroad we recommend you take FCO advice – www.fco.gov.uk/knowbeforeyougo. Information on health is contained in the Department of Health leaflet T6 (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 EHIC CARD (details in leaflet T6 referred to above) prior to departure.

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (including lost keys) must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions. We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward 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.

11 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 complied with unless we have confirmed this in writing. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation or any other documentation is not confirmation that the request will be met unless and until specifically confirmed. All special requests are subject to availability. 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 reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

12 CONDITIONS OF SUPPLIERS

Many of the services which make up your tour arrangements 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, and may affect your rights to compensation. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned. This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit any independent organisations/suppliers/carriers whose services are featured in it.

13 DELAY

Our recommended insurance policy provides some cover in the event of delay at your outward or homeward point of departure. We regret we are not in a position to offer you any assistance in the event of delay.

14 SAFETY STANDARDS

The requirements and standards of the country in which any services are supplied are those which apply to those services. As a general rule these requirements and standards will not be the same as in the UK and may sometimes be lower.

15 FLIGHTS

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban with the EU Community. The Community list is available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm

In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown on this website and in our brochures and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs.

Any change in the identity of the carrier or flight timings will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/the carrier are unable to offer you a suitable alternative the provisions of clause 6 ("Changes and cancellation by us") will apply.

16 INSURANCE

Details of the policy included in your price will be supplied at the time of booking. Please read the details carefully. It is your responsibility to ensure that the insurance cover is adequate for your needs, especially if you participate in any activities not arranged by us.

17 CONSUMER PROTECTION

We are a member of ABTA (v3629) , holding ATOL No. 5525 issued by the Civil Aviation Authority, which provide for your protection. The air holidays and flights in this brochure are ATOL protected. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk. All other bookings are protected through the ABTA bond scheme.

18 DATA PROTECTION

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed to security or credit checking companies. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give us such as details of any disabilities or dietary / religious requirements. If we cannot pass this information to the relevant suppliers we maybe unable to provide your booking. In making this booking you consent to this information being passed on to the relevant persons. Full details of our data protection policy are available upon request.

Acorn Venture Ltd. November 2006.