

## Booking Terms & Conditions 2020/21

### 1. CONDITIONS OF BOOKING

These Booking Conditions set out the terms on which you contract with us for the arrangement and coordination of travel arrangements through our suppliers for your trip. By making a booking with us, you acknowledge that you have read, understood and agree to be bound by these Booking Conditions. We reserve the right to change these Booking Conditions at any time prior to you making a booking request. "You" and "Your" means all persons named in a booking (including anyone who is added or substituted at a later date). "Suppliers" means third party suppliers of products and services we book and pay on your behalf. "We", "us", "our" and "Sno'h'Ski Holidays" means ITC Pacific Pty Ltd

#### 1.1. BOOKING

A booking request is accepted when we issue a written booking confirmation and a deposit has been acknowledged as received by us. It is at this point that a contract between us and you comes into existence subject to these Booking Conditions. We reserve the right to decline any booking at our discretion. No employee of ours other than a Director has the authority to vary or omit any of these Booking Conditions or to promise any discount or refund.

#### 1.2. SERVICES

We commence providing services to you as soon as we accept your booking. This includes (often significant) work undertaken prior to travel to arrange and coordinate the delivery of your travel arrangements. The services we provide to you are limited to the arrangement and coordination of your travel arrangements.

### 2. PRICING POLICY

#### 2.1. PRICES & EXCLUSIONS

Prices stated are in Australian Dollars (\$AUD) or New Zealand Dollars (\$NZD) as specified and are current at the time of publication or quote. The most up to date pricing is available on our website or by requesting an updated quote. Inclusions in the price are as per the published itinerary. International and domestic airfares and airport/hotel transfers are not included unless specifically stated. Costs associated with passports, visas, vaccinations, insurance, meals (other than those stipulated), emergency evacuation costs, gratuities, and all items of a personal nature are not included. We reserve the right to correct any obvious errors and omissions from our brochure, marketing material or quotes. Quotes are valid for a maximum of 3 days unless otherwise stated and are subject to availability and change.

#### 2.2. PRICE SURCHARGES

We reserve the right to surcharge the cost of your booked travel arrangements prior to commencement for circumstances beyond our control such as currency devaluation (subject to the exchange rate guarantee in clause 2.4), fuel or air fare surcharges, or the imposition of new or amended Government charges.

#### 2.2. PRICE PROMISE

We promise that our prices are the best available. The price promise is only valid on accommodation and lift pass packages. To be eligible for the price promise, we must be able to secure the available products on our contracted rates. If the property has exhausted its contracted allocation, we will work with the property to secure the best available rate, however, this is not guaranteed

#### 2.4 EXCHANGE RATE GUARANTEE

For your peace of mind, our exchange rate for the entire land package cost is locked in at time of deposit so you know exactly what you will need to pay before you travel. This exchange rate guarantee is not optional and is a compulsory part of our service.

### 3. PAYMENT CONDITIONS

#### 3.1. DEPOSIT

A non-refundable deposit is required within 3 days (unless otherwise stated) of us quoting and/or holding your booking. Please note that we may not hold any services for you until we receive payment of your deposit, meaning that services may become unavailable or prices may increase, in which case you will be responsible for paying the increased price, and we will not be responsible if services become unavailable.

#### 3.2. LAND DEPOSIT AMOUNTS

Australia: 50% of the land package  
New Zealand: \$150 per person  
Japan: 30% of the land package  
Canada & USA: 30% of the land package  
South America: 50% of the land package  
Europe: 50% of the land package  
Groups: As shown on the quote and invoice  
All deposits are non-refundable.

#### 3.3. AIR PAYMENT AMOUNTS

Full airfares payment is due at time of ticketing unless otherwise stated.

#### 3.4. FINAL PAYMENT

Payment in full must be received no less than 70 days before commencement of your trip. Note: some items may require payment earlier or in additional instalments and this will be advised with the booking confirmation.

#### 3.5. INSTANT PURCHASE ITEMS

Some items may be instant purchase, with full payment due at time of booking, and have more restrictive change and cancellation conditions which will be notified to you.

### 4. CANCELLATION CONDITIONS

#### 4.1 CANCELLATIONS BY YOU

You may cancel your booking by giving written notice to us. Cancellation fees and charges will be levied as follows irrespective of when notice of cancellation is received: Cancellations will be subject to: - Our Cancellation Fees (clause 5.1); and - Supplier Unrecoverable Costs (clause 5.2)

##### 4.1.1 ILLNESS PREVENTING TRAVEL COMMENCEMENT OR CONTINUATION

If due to any illness, suspected illness or failure to satisfy any required tests:- an airline or other common carrier refuses you carriage;  
- a hotel or supplier refuses to accommodate you; or  
- we or our suppliers (acting reasonably) exclude you from the trip and you are consequently prevented from commencing or continuing your trip, then:  
- if you have already commenced your trip, we will provide you with reasonable assistance to arrange alternative travel arrangements or to continue the trip. This will be at your cost.  
- if you have not commenced your trip then we will not be in a position to provide such assistance.

We will not be liable to refund the cost of your trip (or any part of it) because we would have already paid (or committed to pay) suppliers and we would have already performed significant work preparing for the delivery of your trip and servicing your booking. We will not be responsible to you for any loss or expenses incurred in connection with your booking (for example, airfares and visa expenses) if you are prevented from commencing or continuing your trip in these circumstances

#### 4.2 CANCELLATIONS BY US OR OUR SUPPLIERS

If we are forced to cancel your booking for reasons other than Force Majeure, we will offer a full refund of money paid less any Supplier Unrecoverable Costs (clause 5.2). We will not be responsible to you for any expenses or loss you incur in connection with your booking if your travel arrangements are rescheduled or cancelled by a supplier whether or not due to Force Majeure.

#### 4.3 CANCELLATION DUE TO FORCE MAJEURE - PRIOR TO TRAVEL

If your travel arrangements cannot proceed due to flood, earthquake, war or civil strife, acts of terrorism, hurricane, cyclone, industrial disturbance, strike, fire, lock-out, epidemic, pandemic, failure or delays of scheduled transportation, or any law, order, decree, rule or regulation of any government authority (including quarantine requirements or government travel advisories), or for any other reason beyond our reasonable control (Force Majeure), you may elect to:- Accept a credit of the amounts paid less 10% of the value of the booking (as a processing fee) and less any Supplier Unrecoverable Costs (clause 5.2); or- Cancel your travel arrangements, in which case our contract with you will terminate. If we or you cancel your travel arrangements, neither of us will have any claim for damages against the other. However, we will refund payments made by you less our Cancellation Fees (clause 3.1) and less Supplier Unrecoverable Costs (clause 5.2).

Any credit issued by us:

- must be redeemed within 12 months of the cancellation date
- is redeemable against any travel arrangements offered by us
- is not redeemable for cash
- is not redeemable against flights or travel insurance unless specifically approved.
- any credit issued by our suppliers is subject to the supplier's conditions

#### 4.4 CANCELLATION DUE TO FORCE MAJEURE - DURING TRAVEL

If we cancel your travel arrangements after your trip has commenced due to Force Majeure, we will provide you with a refund of recoverable third party costs only

#### 4.5 FORCE MAJEURE - GENERAL

If we provide you with any alternative services or assistance where travel arrangements are cancelled due to Force Majeure then you agree the amount to be refunded to you will be reduced by the value of these services and assistance.

### 5. CANCELLATION FEES

If you cancel your booking in accordance with clause 4.1, then you agree the fees and charges specified in clauses 5.1 and 5.2 are payable. If after the application of these fees and charges there is a surplus of payments you have made to us, we will refund this to you within a reasonable time. You agree that these cancellation charges are reasonable and required to protect our legitimate business interests

#### 5.1. OUR CANCELLATION FEES

We charge a cancellation fee to compensate us for work performed up until the time of cancellation (including work performed in connection with your travel arrangements prior to your booking); and to compensate us for processing the cancellation and any associated refund ("Our Cancellation Fees"). These fees are - Land Fee: 20% of the total land value of the booking - Air Fee: \$55 per economy air ticket, \$110 per premium economy air ticket, and \$220 per business class air ticket. Cancellation fees and charges will not exceed payments received by us at the time of cancellation

#### 5.2. SUPPLIER UNRECOVERABLE COSTS

You agree to pay to us any amounts we have paid or have contractually committed to pay to third parties to deliver your travel arrangements which we cannot reasonably recover (for example payments made or due to airlines and ground operators). We will use reasonable endeavours to recover third party payments, but we make no guarantee that we will be able to make recoveries. Any refund of third party payments is subject to us actually receiving funds back from suppliers or confirmation that we are not required to pay them.

### 6. CHANGES & AMENDMENTS

#### 6.1 CHANGES & AMENDMENTS BY YOU

We will endeavour to accommodate amendments and additional requests. You acknowledge that these may not be possible to fulfil. An amendment fee of \$60 per person will be levied to cover communication and administration costs for any changes to bookings. You will also be required to pay any additional costs charged by suppliers or applicable price increases.

#### 6.2 CHANGES & AMENDMENTS BY US

##### 6.2.1 Prior to travel

Occasionally, we may need to make amendments or modifications to the itinerary and its inclusions, and you acknowledge our right to do this. If we become aware of a significant change to your itinerary or its inclusions prior to the commencement of your trip (where the trip can still proceed), then we will notify you within a reasonable time and give you the choice of resolution provided by our suppliers which may include; to accept the change, to receive a refund of that product or to accept an alternative option if offered. You acknowledge that our obligation in this circumstance is limited to giving you a choice as offered by our suppliers

##### 6.2.2 During travel

You acknowledge that the itinerary, modes of transport, accommodation and/or the trip's inclusions may need to change during your trip due to local circumstances beyond our reasonable control, including road conditions, poor weather, changes in transport schedules, and/or vehicle breakdowns

#### 6.3 ACCOMMODATION

We reserve the right to substitute hotels, and other forms of accommodation with properties or supplier of a comparable or higher standard

#### 6.4 UNUSED SERVICES

No refunds will be made for of any travel arrangements not utilised, whether by choice or because of late arrival or early departure. This includes the failure of transport to operate according to schedule, which we disclaim responsibility for (see clause 8 through 8.5).

### 7. PERSONAL DETAILS & HEALTH

#### 7.1 CLIENT NAMES - EXACTLY AS PER PASSPORT

For security reasons, airlines and our overseas suppliers require full names to be given exactly as stated in your passport. If you do not advise the correct information and we have to re-issue airline tickets or other documentation, then you will be responsible for any fees charged (such as airline cancellation charges or re-issue fees) in addition to our fees relating to changes and amendments (clause 6.1).

#### 7.2 PASSPORTS, VISAS & VACCINATIONS

It is a requirement that you hold a valid passport and any required visas for your international trip. It is your responsibility to ensure that you are in possession of the necessary documentation to comply with the laws and regulations of the countries to be visited. It is your responsibility to obtain vaccinations and preventative medicines as may be required for the duration of the trip. Any information provided by us is given in good faith.

#### 7.3 HEALTH REQUIREMENTS

It is your responsibility to ensure that you have a suitable level of health and fitness to undertake the trip of your choice. We will not be responsible for any damage, injury, death or loss of any kind arising from your failure to fully disclose relevant medical information. If you suffer from a medical condition which may reasonably be expected to increase your risk of needing medical attention, or which may affect the normal conduct of the trip, then you must advise us at the time you make your booking request. We may request you to provide an assessment of your medical condition from a qualified medical practitioner. If no assessment is provided or if the assessment indicates that you will require special assistance from personnel which we cannot reasonably provide, then you may be required to cancel your booking. We reserve the right to cancel your booking if any changed or non-disclosed medical conditions mean that you will require special assistance which we cannot reasonably provide. We strongly suggest that your travel insurance policy includes comprehensive cancellation coverage and that you take out this policy soon after paying your deposit.

#### 7.4 ACCEPTANCE OF RISK

You acknowledge that travel involves personal risks which may be greater than those present in your everyday life. This could be as a result of the adventurous nature of your trip or the visiting of destinations which present geographical, political or cultural risks and dangers. You should consult guidance issued by the Department of Foreign Affairs and Trade (DFAT) applicable to the destinations within your itinerary. You acknowledge that your choice to travel is made having had the benefit of DFAT guidance, and you accept any additional personal risks associated with your travel. You further acknowledge, to the fullest extent permitted by law, we disclaim any liability for these risks. Alpine regions are subject to icy and other inclement conditions. It is your responsibility to exercise reasonable care and to suitably supervise any children in your party at all times. Snow sports by their nature are inherently risky activity and you accept all associated risk.

#### 7.5 TRAVEL INSURANCE

It is strongly encouraged that you are adequately insured for the duration of your trip. We recommend comprehensive travel insurance to cover cancellation, medical requirements, luggage and additional expenses. The choice of insurer is yours. We strongly suggest you consider insurance at the time you pay your deposit. Cancellation fees and charges are payable from time of booking.

### 8. RESPONSIBILITY & SERVICES

#### 8.1 SERVICES SUPPLIED BY INDEPENDENT SUPPLIERS

Where a third party over whom we have no direct control, (Independent Supplier) is the supplier of travel arrangements that form part of your trip, you acknowledge that our obligations to you are limited to taking reasonable steps to select a reputable Independent Supplier and arranging for them to provide those travel arrangements to you. Independent Suppliers over whom we have no direct control include but are not limited to airlines, railway and cruise operators, hoteliers, ski resort operators, independent transport companies (i.e., vehicles not operated by us) and common carriers. We act as an intermediary only and you will be subject to the terms and conditions of the Independent Supplier. Any disputes between you and the Independent Supplier are to be resolved between you and them. To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury or delay attributable to the actions or omissions of an Independent Supplier.

#### 8.2 SERVICES WE DIRECTLY SUPPLY

To the extent only that we are the principal supplier to you of travel arrangements or other services which we control, then we will provide those travel arrangements and services with reasonable skill and care. We will only be responsible for our employees in the course of their employment, and for our agents and suppliers (where we are not the supplier's agent or an intermediary for an Independent Supplier) if they were carrying out the work we had asked them to do. We will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure. While we endeavour to meet scheduled arrival and departure times, we cannot guarantee this. We will not be responsible for any loss or additional expenses you incur for any missed connections/services attributable to delays

### 8.3 INDEPENDENT SERVICES

We are not responsible for any additional activities or excursions which are not included in the booked itinerary or which we sell as agent for the principal operator. Any advice or recommendation made by a guide or local representative does not make us responsible.

### 8.4 MINOR ITINERARY ADJUSTMENTS & OMISSIONS

To the fullest extent permitted by law, we will not be responsible for any omissions or modifications to the itinerary or the inclusions due to Force Majeure or other circumstances beyond our control happening after we have accepted your booking. This includes any loss of enjoyment or distress caused by omissions or modifications. If you are entitled to any compensation for any modifications or omissions, then you agree it will be reduced by the value of any alternative services we provide which you accept. We will not be responsible to you for any expenses or loss you incur in connection with your booking resulting from any amendment or change to the itinerary or its inclusions.

### 8.5 GENERAL LIABILITY LIMITATION

You acknowledge that travel arrangements or services which comply with local laws and regulations will be deemed to have been properly performed, even if this would not be considered the case in Australia. Australian Consumer Law and corresponding legislation in State jurisdictions in certain circumstances imply mandatory conditions and warranties into consumer contracts ("Consumer Warranties"). These Booking Conditions do not exclude or limit the application of the Consumer Warranties. Other than the Consumer Warranties, we disclaim all warranties. To the fullest extent permitted by law, our maximum liability to you under these Booking Conditions, in tort (including negligence) or at law is limited to arranging for the travel arrangements to be resupplied or payment of the cost of having the travel arrangements resupplied.

## 9. LEGAL

### 9.1 DEEMED ACCEPTANCE

If you place a booking on behalf of another party, you represent and warrant us that you are duly authorised to provide the agreement and consent of the other party to be bound by these Booking Conditions. You agree that you will be responsible for any loss or damage we incur if this is not the case.

### 9.2 LAW OF CONTRACT

The contract between ITC Pacific Pty Ltd trading as Sno'n'Ski Holidays and you, is governed by the laws of the State of Queensland, Australia. Any disputes shall be dealt with by a court with the appropriate jurisdiction in Queensland. If any provision of these Booking Conditions is found to be unenforceable, then to the extent possible it will be severed without affecting the remaining provisions.

### 9.3 PRIVACY POLICY

Any personal information you provide to us will be collected, stored, used, protected and shared in accordance with Australian Privacy Principles, and our Privacy Policy, which is published here [snonski.com.au/privacy\\_policy](http://snonski.com.au/privacy_policy)

## 10. COMPLAINTS

In the event of a problem with any aspect of your travel arrangements you must tell us or make our representative or our local supplier aware of such problems immediately. We will only consider and be responsible for claims made against us where we or our suppliers have had the opportunity to put things right on the ground. If you notify us of a problem during travel and we haven't resolved it to your satisfaction, then you must make any claim in writing within 30 days from the end of your travel arrangements.