

TERMS & CONDITIONS

365 Ventures Ltd Company Details: 365 Ventures Ltd, 15 Cedar Avenue, Huddersfield, West Yorkshire, HD1 5QH, United Kingdom.
(trading as Snoventures, Samsara Expeditions, Samsara Web, Ski the Americas & 365 Skiing)

THE AGREEMENT BETWEEN US

Any disputes arising from this agreement will be dealt with under the laws of England and Wales.

For the purpose of this agreement 365 Ventures Ltd may be referred to as 'we', 'the company' or 'our company', and you or any members of the party or group you represent may be referred to as 'you'.

Please read this information carefully before you book as they detail the terms and conditions of the agreement between us. The type of items you book will dictate if your contract is with us or with another supplier who we are acting on behalf of as their agent. If you have booked more than one significant holiday or travel component with us then your contract is with us. A travel component can include one of the following:-

Accommodation, transport, other tourist services that account for a significant part of the booking and are not part of or ancillary to accommodation or transport we have provided in your booking.

If you have only booked one item, then we are acting as an agent for that third party company.

When you ask us directly or through your travel agent to confirm your holiday booking you guarantee that you accept, and accept on behalf of your party, the terms of this booking contract and have read the important information relating to your holiday.

These, along with your final booking document comprise your agreement with 365 Ventures Ltd and all those listed on the holiday booking on whose behalf the party leader is acting. No variations to these conditions shall be valid unless agreed by us in writing.

When you confirm your booking, you also consent to us processing the personal information you supply relating to you and your group in order to provide you with the services booked. Group leaders also undertake to pass this and all relevant information from us on to the members of their party.

Our holidays start and finish as stated on your invoice. We are not responsible for your travel to and from this point or for any expenses including travel, accommodation, subsistence or loss of earnings caused by delays howsoever caused. These may be recoverable from insurers subject to terms.

TERMS OF PAYMENT AND DEPOSITS

In order to confirm your booking, you should send us your payment(s) in accordance with the time scales set out below. For bookings through authorised Travel Agent of ours in respect of your holiday will be held by that agent on our behalf until they are paid to us or refunded to you.

A deposit of 30% to 50% of the total booking is required to make your reservation. If a deposit is not received within 3 days, your reservation may be cancelled. Reservations will only be confirmed as bookings on receipt of the correct deposit and are subject to availability and prices being the same once we receive your cleared funds.

If your booking is made within 60 days of departure, full payment is due immediately.

Payment of the deposit will indicate acceptance of these booking conditions by you and your party.

Booking schedules are usually despatched around 2 weeks before departure. If you require them prior to this time we will endeavour to provide them providing we have all the information to enable us to do so.

CONFIRMATION OF YOUR BOOKING BY US

Once we have received all your booking details and all appropriate payments, we will, confirm your holiday by issuing a final booking document or schedule.

This will normally be issued by email. This confirmation will be sent to the party leader. Please check this schedule carefully as soon as you receive it.

Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within five days of our sending it out.

FINANCIAL SECURITY

All monies received by 365 Ventures Ltd are held in either our UK bank account for Pounds Sterling or our US Bank account for United States Dollars.

Where we are providing a service through another operator (for example a ski resort or accommodation provider) the full amount due to them is held in one of our accounts and subsequently transferred to that operator at the relevant time, normally directly after receipt of your deposit or balance payment.

THE PRICE OF YOUR HOLIDAY

The prices provided by 365 Ventures Ltd are correct at the time we quote them to you and are subject to change at any time before your deposit is paid.

Prices are calculated upon exchange rates applicable at the time of quoting and can therefore not be guaranteed for any fixed lengths of time. Prices will not be increased after you have confirmed your booking and paid your deposits other than if we have made errors and the correction of those errors. We reserve the right to correct errors in both advertised and confirmed prices and we will do so as soon as we become aware of the error. Due to the above promise, no refunds can be made in the event of exchange rate variations or decreases in our costs. Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

SPECIAL REQUESTS

Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot promise that any requests will be complied with unless we have specifically 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 any documentation is not confirmation that the request will be met. All special requests are subject to availability and confirmation in writing by us.

If you or any member of your party has any medical problem or disability which may affect the holiday arrangements of that person, please tell us before you confirm your booking so we can advise as to the suitability of the chosen holiday. In any case, 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 or cancel their reservation.

TRAVEL & WINTER SPORTS INSURANCE

Adequate travel insurance is essential. If you plan to undertake any activities such as skiing or snowboarding both on and off piste, it is essential that your insurance covers you for all relevant areas including rescue and medical treatment. It is a condition of booking that you are adequately covered. Medical treatment overseas and the cost of repatriation in the event of an emergency can be very expensive. There are links through our website to companies who offer insurance cover. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs. We do not check or recommend any particular insurance companies.

AMENDMENT OR CANCELLATION OF YOUR BOOKING

a) If you add extra members or change your booking

You may add extra members to your booking at any time, subject to availability, payment of the applicable holiday price and discretionary amendment fee. If you wish to change your booking you must notify any changes to us in writing and we will do our best to comply. We cannot guarantee that such changes will be possible and we reserve the right to charge, at our discretion, an amendment fee of up to one hundred United States Dollars, or other currency equivalent, per amendment together with any extra costs incurred by ourselves and any extra costs or charges incurred or imposed by any of our suppliers. Any amendment or cancellation charges charged by our suppliers must be passed on to you and may be in addition to our own administration fees. All components booked are only available to the people named on the documentation issued to you by us in the form we issue it. It is a breach of contract for

anyone to sell or give such accommodation or seats to another person without our knowledge and agreement.

b) If you or one of your party needs to cancel your booking

You may replace any cancelled member. We reserve the right to charge an amendment fee as set out above together with any extra costs incurred by ourselves and any extra costs or charges incurred or imposed by any of our suppliers. If you are unable to find a replacement, cancellation charges will apply in order to cover our costs and any costs imposed on us by our suppliers. You must notify all cancellations and substitutions to us in writing. Charges apply from the date written notification is received and subsequently acknowledged by us. The cancellation charge is calculated on the basis of the total cost payable by the person(s) cancelling, excluding any amendment charges. These are not refundable. 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 directly to the insurance company concerned and we will provide any documentation relevant to the support of your claim. We will deduct the cancellation charge(s) from any monies you have already paid to us. If there is/are any outstanding cancellation charge(s) remaining, you must pay this to us.

Cancellations more than 65 days prior to the scheduled start date, for the booked item, will incur a charge of 50% of the deposit or 25% of the total cost of the cancelled item, whichever is the greater.

Cancellations within 65 days of the scheduled start date will incur a charge of the whole deposit or 50% of the booked item, whichever is the greater.

Cancellations within 35 days of the scheduled start date will incur a charge of 100% of the booked item.

Cancellations should be made in writing and are only accepted once acknowledged by 365 Ventures Ltd.

Please note that if we are unable to recover costs for components of your holiday booked on your behalf refunds of those items and amounts paid for them will not be refundable. It is essential in these situations that you have suitable travel insurance to recover any losses we cannot recover on your behalf. 365 Ventures Ltd may, at our discretion, attempt to recover on your behalf any due refunds from suppliers and if successful will pass on the refunds to allow for our costs being deducted. It is essential that you have adequate travel insurance to cover any unforeseen situations where you may have to cancel your trip where charges are applicable.

In addition 365 Ventures Ltd will charge a one hundred United States Dollars (or alternative currency equivalent) administration fee and any other costs we are committed to in the arrangement and fulfilment of your booking to any cancellations to cover our own costs.

IF WE NEED TO CHANGE OR CANCEL YOUR BOOKING

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in our published information both before and after bookings have been confirmed, and we may have to cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

If changes occur they are usually minor such as changes to individual component parts of your holiday. In the unlikely event we have to make a significant change and we are to receive any refunds from our suppliers, these will be passed on, although they may be subject to administration charges.

In all cases, our liability for significant changes and cancellations is limited to the above mentioned options. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. No compensation is payable for minor changes or where we make a significant change or cancel on or before the date when the balance of your holiday cost is paid.

Very rarely, we may be forced by Force Majeure (see below) 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 meet any costs or expenses you incur as a result.

Force Majeure - except where otherwise specified 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 reason of circumstances amounting to "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, riots, civil strife, actual or threatened terrorist activity, industrial dispute or strike, natural or nuclear disaster, adverse weather conditions, fire and all similar events beyond our control.

SUPERVISORY RESPONSIBILITIES OF THE PARTY LEADER

The Party Leader accepts responsibility for the good conduct of all party members. Furthermore it is the Party Leader's responsibility specifically to ensure that: a) No party member under 18 years of age (or the age as applicable by local laws in force at the time) consumes alcoholic drinks unless written permission from a parent or guardian can be produced.

b) All local laws relating to the consumption of alcohol are at all times obeyed. c) No party member smokes in an hotel bedroom or at all in apartments, or in any way causes a fire hazard. d) Party members act in a responsible fashion and do not behave in a way likely to cause damage to property or offence or danger, to other people. e) All party members are at the correct departure point in good time for their departure. We cannot be held responsible for any loss or expense suffered due to any party member's late arrival at the departure point.

BEHAVIOUR

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 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, plus any administration charges.

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, (for example and not limited to, any airline pilot, coach driver, accommodation owner or manager, or senior member of our staff), 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.

DEALING WITH PROBLEMS

If a problem arises you should report it as quickly as possible to 365 Ventures Ltd, our Representative or Agent and the Supplier in question so that efforts can be made to rectify it to your satisfaction. Our Representative or Emergency Contact can deal with most problems on the spot, so please do not wait until you get home before reporting a problem. If we are unable to resolve matters the Party Leader must write to our Head Office within 14 days of return, explaining the problem fully. If you do not follow this simple complaints procedure your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result. We undertake to acknowledge receipt of your letter within 14 days and within 30 days to send you a full reply or an explanation for the delay. In any event we undertake to send you a full reply within 60 days.

LIABILITY AND RESPONSIBILITY

We promise to make sure that all parts of the holiday we have agreed to arrange as part of our contract are provided to a reasonable standard and in accordance with that contract. If any of our employees are negligent and you have notified us in writing we will undertake a full investigation. We will not, however, 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 fault of the person(s) affected or any member(s) of their party or (b) the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or (c) an event or circumstances which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care. (d) the fault of anyone who was not carrying out work for us (generally or in particular) at the time. In addition, we will not be responsible where you do not enjoy your holiday or suffer any problems because of a reason you did not tell us about when you booked your holiday or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or, where we were responsible for them, our suppliers or agents or where any losses, expenses, costs or other sum you have suffered relate to any business. Please note, 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 by us and we have not agreed to arrange them.

(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 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 limited to the excess amount payable under your travel insurance policy. If you have chosen not to take insurance cover for your baggage and/or possessions then we will only be responsible for a maximum of one hundred United States Dollars. All claims must be supported by a police report and receipts to confirm the value of the loss or damage and an estimate of the repair or replacement cost. Any monies paid by us will be after you submit receipts for repair or damage to us. You are assumed to have taken out adequate insurance at the time of booking.

(4) 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 which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended 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 for national and international travel by air, the Athens convention for international travel by sea). 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.

(5) 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 12(a) above. 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.

(6) 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 (4). Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

(7) Should you or any member of your party have the misfortune to suffer illness, injury or death through misadventure during your holiday arising out of an activity which does not form part of the arrangements made by us, nor an excursion purchased through us, we shall, where appropriate and at our discretion give you every help we can by way of assistance, provided that such assistance is requested within 30 days of the misadventure. In the event of there being a successful claim for costs against a third party or a suitable insurance policy in force, we will however be entitled to recoup from you any costs we incur.

SAFETY STANDARDS

Please note: The requirements and standards of the country in which services are provided apply and not those of the UK or any other outside country. These requirements and standards will not be the same as the UK or any other outside country and may sometimes be lower.

SCHEDULE CHANGES

Whilst we take care to ensure that all timings on our itineraries are accurate, we cannot guarantee them as they are subject to local weather and traffic conditions which can cause delays.

The flight timings given on booking are for general guidance only and are subject to change. The latest timings will be shown on your final booking document. However, the actual flight times will be those shown on your schedule which will be despatched to you approximately two weeks before departure. You must accordingly check your schedule very carefully immediately on receipt to ensure you have the correct times. It is possible that scheduled times may be changed even after schedules have been provided - 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 change will not entitle you to cancel or change to other arrangements without paying our normal charges.

DATA PROTECTION

For the purposes of the Data Protection Act 1998, we, 365 Ventures Ltd are a data controller. In order to process your booking, we need to collect certain personal details from you. These details may include, where applicable, the names and addresses of party members, credit/debit card or other payment details, and special requirements (including some sensitive data, as defined by the Act), such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. If we need any other personal details, we will tell you before we obtain them from you.

We need to pass on your personal details to the companies and organisations who need to know them so that your holiday can be provided (for example your airline, hotel, other supplier, credit/debit card company or bank). Such companies and organisations may be outside the European Union, Norway, Iceland or Liechtenstein if your holiday is to take place or involves suppliers outside these countries.

We would also like to use your personal details to send you information concerning the holidays and services we offer. All details you give us in connection with your booking (including those relating to any disability or medical condition or your religious beliefs (sensitive data), will be kept by us but we will only use names and addresses for marketing. Except where expressly permitted by the Data Protection Act, we will only deal with the personal details you give us as set out above unless you agree otherwise. We have appropriate security measures in place to protect this information.

You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. We promise to respond to your request within 60 days of receiving your written request and fee. We reserve the right in certain limited circumstances to refuse your request.

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