

Momentum Travel Booking Conditions

Please read the following terms & conditions carefully as they form the basis of the contract between you and ourselves, MOMENTUM MOUNTAIN MANAGEMENT LTD who trades as Momentum Ski, Momentum Golf Italia, Momentum Italy and Momentum Travel (company reg. 3147653 – England & Wales). Our company's registered office is at 5-7 John Prince's Street, London W1G 0JN and our main place of business is at 162 Munster Road, London SW6 6AT.

Momentum Mountain Management Limited is licensed by the Civil Aviation Authority and holds ATOL no. 4538. This means the air inclusive arrangements we offer are ATOL protected.

Your Financial Protection

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme."

If your arrangements do not include flights, you are protected in the same way as set out above by TOPP the Tour Operator's Financial Failure insurance cover we have in place (except where your contracted arrangements with us do not include transport to and from the UK, in which case, if already abroad, you will be returned to the point where your contracted arrangements with us commenced).

Except where otherwise stated, these booking conditions only apply to the arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "arrangements" mean such arrangements unless otherwise stated. References to a "package" mean arrangements which constitute a "package" in accordance with the Package Travel, Package Holidays and Package Tours Regulations 1992. In these booking conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as the context requires. "Momentum", "we" "us" and "our" means Momentum Mountain Management Ltd.

Arrangements made by Momentum

The essence of the arrangements we offer is INDEPENDENCE. We put the bones of your arrangements together but unless we advise you otherwise the rest is up to you. We have no resort or airport representatives and as an independent traveller, you will have to make contact with agents, car hire/taxi/bus firms, hoteliers and other service providers yourself, some of whom may not speak English. Representative services may be available on request. For services available to Group or Corporate bookings, please ask at the time of booking. NB When we refer to Group Bookings we mean bookings of ten people or more.

Please note, we act only as agent for bookings of certain services – see "Ski passes, ski schools, ski equipment, ski guides and any other services we book for you" below.

Booking, Confirmation and Payments

All provisional telephone/fax/email quotations for arrangements are given in good faith, without obligation, and are subject to availability and the correction of any errors at the time of booking.

In order to confirm your booking a minimum deposit of £150 per person or, in the case of Group or Corporate bookings such other amount as is advised at the time of booking, must be paid at the time of booking. If you are booking within 10 weeks of departure full payment must be made at the time of booking. If any of the services required are not available (or not available at the price provisionally quoted) and you do not therefore wish to proceed with the booking, we will, of course, refund your deposit in full. All premiums for travel/cancellation insurance must be paid in addition to the relevant deposits when you make your booking.

Providing we are in a position to confirm your booking, we will dispatch our confirmation invoice to you. At this stage a binding contract between us comes into existence.

The invoice will show all the details of your arrangements which should be checked carefully and it will state the balance of the price due and the date by which it has to be paid. If any information on any documentation (including the confirmation invoice) is incorrect or incomplete, you must let us know as soon as possible as it may not be possible to make changes later.

The arrangements made for you will be limited to those detailed on your confirmation invoice and the price generally includes any associated taxes, etc. with the notable exceptions of tourist tax in France, Switzerland and Italy and additional charges payable to hire companies for hire cars collected from airports, the details of which will be provided to you at the time of booking.

Whilst in general, the balance due on the price of arrangements made for you must be received by us not less than 10 weeks prior to departure, sometimes a part payment of the balance will be due prior to this date. For some bookings, the full balance may be due earlier or later than this. If this applies, details including any specific cancellation charges not in our standard terms and conditions will be given to you at the time your booking is confirmed.

In some instances we may be able to offer a reduced package price based on the full balance payment at the time of booking. This payment would be 100% non-refundable from the time of booking. Any other details and special booking conditions applying to this booking will supersede our standard terms and conditions which will be given to you at the time your booking is confirmed.

If balances and other prepayments are not received by us in full and on time we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges shown in "Changes and Cancellations by the Client" below will be payable. Except as set out in "Changes and Cancellation by us", all deposits are non refundable.

We must be informed of any special requests (full bath, double or twin beds, special meals, etc.) when you make your initial enquiry for a provisional quotation, especially if such requests are an important consideration for you confirming the booking. Whilst we will try to confirm your requests before you make your booking, in some cases it may not be possible to guarantee them in advance and any associated costs/supplements will be payable direct to the service provider in the resort/at the airport. Noting your special request on your confirmation invoice or other document is not confirmation that your special request will be met. For your own protection you should obtain confirmation that any special requests will be met (where it is possible to give this) from us in writing. Unless specifically confirmed in writing by us, special requests are not guaranteed and failure to meet them will not be a breach of contract on our part.

Please note, where we allow you a discount off the price of any of our arrangements, (for example because you do not require the flights advertised as part of the arrangements) the amount of any discount we offer is entirely at our discretion. We are not obliged to give you a breakdown of the cost to us of any element of the arrangements including any element which the discount relates to.

Except for flight inclusive bookings, all monies you pay to one of our authorised travel agents for your arrangements will be held by the agent on your behalf until we issue our confirmation invoice. After that point, your agent will hold the monies on our behalf until paid to us. For flight inclusive bookings, all monies paid to such agents for your arrangements will be held on our behalf until they are paid to us.

Telephone calls may be recorded and monitored for the purposes of quality control and customer service.

Price Variation

We reserve the right to make changes to and correct errors in advertised or quoted prices at any time before your arrangements are confirmed. 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 arrangements has been confirmed at the time of booking, we will only increase or decrease it as set out below where your arrangements constitute a package. Where your arrangements do not constitute a package, the price may be increased as advised at the time of booking. Where we act only as agent, the price may be increased in accordance with the applicable terms and conditions of the supplier or operator of the service in question.

Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if our costs change as a result of changes in 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 in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or in the exchange rates which have been used to calculate the cost of your arrangements.

Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your arrangements (excluding any amendment charges), will we levy a surcharge. If any surcharge is greater than 10% of the cost of your arrangements (excluding any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase other arrangements from us as referred to below in "Changes and Cancellations by us". Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

Where applicable, 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.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase alternative arrangements. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the arrangements or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

We promise not to levy a surcharge within 30 days of the start of your arrangements.

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

Changes and cancellation by you

We must be advised of any amendments to a booking in writing as soon as possible, after which we will notify you of the charges involved (if the amendment is possible). The minimum charge for any amendment will be £20 per person together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. If a change of accommodation or departure date is involved, we cannot guarantee we will be able to meet any such requests and additional charges may be payable even if we are notified more than 10 weeks prior to departure. We reserve the right to treat any such change as a cancellation of the original booking (to which cancellation charges will apply) and re-booking.

For flight inclusive bookings, you must pay the charges levied by the airline concerned for any change affecting your flight. 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.

Should the number of persons in a party booking be changed, the price of the arrangements will be recalculated on the basis of the new party size. This may cause an increase in the price per person as a result of part cancellation and other party members may have to pay more to take into account under-occupancy in the accommodation or share of transport etc.

Cancellation will take effect only when written notification of your cancellation is received by us. As we incur costs right from the moment we confirm your reservation and may be unable to resell your arrangements the following cancellation charges will apply. 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 any amendments/cancellation charges, which have already been incurred. Amendment charges are not refundable in the

event of cancellation. Please note the cancellation charges below apply to bookings where the balance due date is 10 weeks or less before departure. Where your balance due date is less or more than this, the cancellation charges and time periods below may differ. If this applies to your booking you will be advised at the time of booking.

<i>Days before departure when written cancellation is received:</i>	<i>Cancellation charge per person cancelling</i>
More than 70 days	Deposit only
69-43 days	50% or deposit if greater
42-29 days	75%
28-0 days	100%

Changes and cancellation by us

Occasionally, we have to make changes to and correct errors in the details relating to your arrangements both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour 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". A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your arrangements. "Significant changes" are likely to include the following changes when made before departure; 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 of twelve or more hours or a change of UK arrival or departure airport to one which is more inconvenient to you, Please also see "Snow Conditions" below.

If we have to make a significant change or cancel, we will tell you as soon as possible, and if there is time to do so before departure, we will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements or
- (b) purchasing alternative arrangements from us, of a similar standard to those originally booked if available. You must pay the applicable price of these arrangements. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper
- 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. A change of flight time of less than 12 hours, airline (except as specified in the clause headed "Flights"), type of aircraft (if advised) or destination airport will all be treated as minor changes.

If we have to make a significant change or cancel, we will, where appropriate, 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 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 we have to cancel because the minimum number of bookings necessary for us to operate your arrangements has not been reached - in this case we will notify you by the deadline specified. No compensation will be payable 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 where a change is a minor one.

Very rarely, we may be forced by "force majeure" (see below) to change or terminate your arrangements 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 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 or you otherwise suffer any damage, loss or expense of any nature 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 (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute or strike action of any party (including suppliers), natural or nuclear disaster, adverse weather conditions, closure of airports or airspace, fire, the eruption of any volcano or the effects of volcanic ash, traffic congestion, tunnel or road closures causing longer diversions incurring higher transfer fees and other road or traffic related problems and all similar events outside our control. If your arrangements include a private transfer, you will be responsible for paying any additional costs which are incurred as a result of your transfer or our ability to provide your transfer being affected by force majeure. Where your return flight is affected by force majeure, we will do our best to assist but are not responsible for any costs you incur as a result which you should claim from your travel insurers if not met by the airline concerned (see also travel delay).

Snow Conditions

As you will appreciate, we have no control over the level or condition of snow fall which takes place before you travel or whilst you are away and the existence of or condition of snow fall does not form part of our contractual obligations to you. There is always unfortunately the risk that you may be unable to ski or take part in other snow dependent sports or activities due to poor quality or insufficient snow fall. If this occurs, you will not be entitled to change or cancel your arrangements without paying our normal charges. You will not be entitled to the options and/or compensation set out in "Changes and Cancellations by us" above. If asked, we will assist you to find alternative activities or arrangements but please bear in mind that these may only be available at an additional charge to you.

Conditions of Suppliers

Many of the services which we arrange 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 (see "Momentum's Liability to you" below). Full details of these terms and conditions are available on request, special attention is recommended in respect of the limited amounts which will be paid for lost or damaged luggage and sports equipment and for personal injury.

Self-Catering Accommodation

If the arrangements booked include self-catering accommodation, you will be required to pay a damage deposit upon arrival at the accommodation. This must be paid in local currency and its amount varies depending on the size and quality of the accommodation (approx. £100-£2000/unit). Your damage deposit will only be refunded after you have returned home and the cost of any breakages, damage, extra cleaning, telephone, etc. will be deducted from it. Should your deposit not cover all the expenses to be settled, we will send you an invoice after your return and this must be paid within 10 days of its date of issue.

Hazardous Activities

Should you participate in any hazardous activities (e.g. heli-skiing, off piste skiing, snow-mobiling, climbing, tobogganing, etc.), you do so of your own choice and at your own risk. If participating in any such activity, you should also ensure that the insurance arrangements you have in place cover you in case of accident.

Travel Delay, Denied Boarding and Flight Cancellation

Travel delays do occur from time to time, especially at airports during peak periods, and we therefore recommend that you arrange for insurance to cover such an event. We regret that we are not in a position to offer you any assistance (other than information to the extent we have and are able to provide this) in the event of delay at your outward or homeward point of departure. In the event of a flight delay, if your arrangements include a private transfer, you will be expected to pay the extra waiting time cost applied by the transfer company. We will not be liable for any costs involved should additional or alternative transfers be required and you may not be able to obtain a refund for accommodation or other services which cannot be used as a result of flight delay or cancellation.

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment 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, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules, you should complain to the CAA on 020 7240 6061 www.auc.org.uk.

Passport, Visa, Health requirements

You are responsible for holding the correct travel documents for the country to which you are travelling and these should include a valid passport and any visas that may be necessary. British citizens require a full 10 year passport. For specific information on visas for any country, you should however contact the relevant consular authorities. A full British passport presently takes approximately 2 to 6 weeks to obtain. Requirements may change and you must check the up to date position in good time before departure. If you are 16 or over and haven't yet got a passport, you should apply for one at least 6 weeks before you travel. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. If you are not a British citizen or hold 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.

At the time of publication of these conditions, there are no compulsory health requirements for travel to Europe, USA and Canada. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre www.nathnac.org Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travellers) available from the Department of Health by telephone on 0870 1555455 or via its website www.dh.gov.uk and from most Post Offices. For travel in the EU / EEA you should obtain an EHIC (European Health Insurance Card) prior to departure from the Department of Health (see leaflet T7 and the website www.dh.gov.uk). An EHIC is not, however, a substitute for travel insurance. Health requirements and recommendations may change and you must check the up to date position in good time before departure.

It is your responsibility to ensure that all members of your party 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 all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty, costs or expenses being imposed on or incurred by us, you will be responsible for reimbursing us accordingly.

Law and Jurisdiction

We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us except as set out below ("claim"). We both also agree that any claim (and whether or not involving any personal injury) must be dealt with by the courts of England and Wales only unless you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

Insurance

We consider adequate travel insurance to be essential. Details of the policy which we have negotiated are provided on our website. This can be purchased directly from the insurer.

Please read your policy details carefully and take them away with you. It is your responsibility to ensure that the insurance cover you purchase is adequate and suitable for your particular needs.

Momentum's liability to you

(1) The service we provide is to assemble certain elements for you and although we do our best to ensure that these arrangements conform with your requirements in so far as you have advised us of them, all services provided as part of these arrangements are done so by third parties over whose management and operation we have no direct control. Our descriptions of facilities and services therefore

depend on information supplied to us by their providers and whilst we take all reasonable steps to ensure their reliability, discrepancies do occasionally occur.

(2) We promise to make sure that the 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 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 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).

(3) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -
- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable or
- 'force majeure' as defined above

(4) 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 and any excursion, activities or other services you book or purchase in resort. Please also see the clause headed "Excursions Activities Website and Supplementary Information" below. 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.

(5) 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 individual to refuse to take the arrangements in question. We do not, however, make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(6) 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 £30 per person affected as you are assumed to have taken out adequate insurance at the time of booking.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding any amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim as set out below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your arrangements.

Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or regulation applies, 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 concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens convention for international travel by sea and COTIF, the Convention on International Travel by Rail). Please note: Where a carrier 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 carrier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

(7) 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 including self employed loss of earnings.

(8) 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 the clause headed "Complaints" 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.

Complaints

In the unlikely event that you have any reason to complain or experience any problems with your arrangements whilst away, you must immediately inform the supplier of the service(s) in question. Any verbal notification must be put in writing and given to 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. If you fail to follow this simple complaints procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

Accuracy of written material

It should be remembered that during low season periods certain advertised facilities and amenities, shops, restaurants, swimming pools, bus services etc. may not operate.

The information shown in the brochures and other written advertising material that we may pass on to you from our suppliers may have changed by the time you come to book your arrangements. Whilst every effort is made to ensure the accuracy of this material and the prices detailed, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen arrangements (including the price) with us at the time of booking.

Ski passes, ski schools, ski equipment, ski guides (including off piste guides) and other services we book for you as agent

Where we make or take any booking for or from you in respect of the above services, we do so solely as booking agent. Your contract for the service will be with the supplier or operator of that service and their terms and conditions will apply (copies available upon request). We have no liability for any such service or for any act(s) or omission(s) of the supplier or operator or for any of its/their employees or agents or any other person(s) connected with the service. If we are found liable in any respect for any such service on any basis, that liability is limited to the cost of the service concerned. We do not limit or exclude our liability for death or personal injury arising from our negligence.

Excursions, activities, website and other supplementary information.

We may provide you with information (on our website, in other material we give you and/or whilst you are away) about activities and excursions which are available in the area you are visiting.

We have no involvement in any such activities or excursions which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in the clause headed "Momentum's liability to you" of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the resorts/area you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities mentioned on our website or in other information we give you which are not part of our contract are vital to the enjoyment of your arrangements, write to us immediately and we will tell you the latest known situation.

Where we make or take any booking for or from you in respect of any activity or excursion available in resort we do so solely as booking agent. This is the case regardless of whether the activity or excursion is advertised or mentioned in our brochure, in resort, on our website or elsewhere. Your contract for any such activity or excursion will be with the supplier or operator of that activity or excursion and their terms and conditions will apply (copies available upon request). We have no liability for any such activity or excursion or for any act(s) or omission(s) of the supplier or operator or for any of its/their employees or agents or any other person(s) connected with the activity or excursion. If we are found liable in any respect for any such activity or excursion (for example in our capacity as booking agent), that liability is limited to the cost of the particular activity or excursion concerned. We do not limit or exclude our liability for death or personal injury arising from our negligence.

Safety Standards

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

Flights

In accordance with EU Regulation No 2111/2005, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm

We are also required to advise you of the actual carrier(s) (or, if the actual 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 will 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. 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 headed "Changes and cancellation by us" will apply.

Some travel arrangements (e.g. special or restricted scheduled flights) cannot be changed after the reservation has been made and any alteration will incur a 100% cancellation charge. Also, name changes for scheduled flight bookings are not permitted and tickets are not transferable. Cancellation and rebooking will therefore be necessary, depending on the availability, and 100% cancellation charges will apply.

The flight timings given on booking are for general guidance only and are subject to change. The latest timings will be shown on your confirmation invoice. However, the actual flight times will be those shown on your final itinerary which will be despatched to you approximately two weeks before departure. You must accordingly check your final itinerary very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after the tickets have been despatched: we will contact you as soon as possible if this occurs.

If you fail to use your outbound flight, the airline will automatically and without giving you any notice cancel your inbound flight. If you do not intend or are unable to use your outbound flight for any reason (where this is booked through us), please contact us immediately.

We are not always in a position to confirm the airline, aircraft type, carrier and airport of destination which will be used in connection with any flight included in your arrangements. 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 (see changes and cancellation by the client).

Please note in relation to flights that, by our contract with you, we do not enter into an agreement for carriage by air but rather we only undertake to reserve accommodation onboard the airline advised at the time of booking or such other airline as may be substituted.

Foreign Office Advice

The Foreign and Commonwealth Office publishes regularly updated travel information on its website www.fco.gov.uk/knowbeforeyougo which you are recommended to consult before booking and in good time before departure

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.

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 arrangements 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.

Medical Problems

If you have any medical condition or disability which may affect your arrangements, 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.

Total Payment Protection (topp) Policy cover

In compliance with the UK Package Travel, Package Holidays and Package Tours Regulations 1992 an insurance policy has been arranged with Travel & General Insurance Company plc, authorised and regulated by the Financial Services Authority, to protect customers' prepayments in the unlikely event of our financial failure and paid in respect of:

- the ground handling aspects of packages where the customer is responsible for arranging travel to the destination
- all our direct sales for:
- a refund of such prepayments if customers have not yet travelled, or
- making arrangements to enable the contracted services to continue if customers have already travelled.

Customers' prepayments are protected by a topp policy. In the unlikely event of financial failure please contact the claims helpline on 0870 0137 965. A copy of the policy is available on request.