



# Terms & Conditions

## **Tyrolean Adventures**

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## Booking Terms And Condition

Please read these terms and conditions carefully, as they apply to all of the holidays booked through Tyrolean Adventures limited and form part of the contract between us.

### OUR OBLIGATIONS - Tyrolean Adventures Ltd.

#### 1. Contract and Confirmation

- The Terms and Conditions set out in this section together with your confirmation invoice comprise your agreement with Tyrolean Adventures Ltd.
- We will accept you're booking once we have received your booking form and deposit. **A completed and signed booking form must be sent to us by post or email for all bookings including group bookings.** In the case of group bookings, the group leader (min 18 years old) must complete and sign the booking form on behalf of the group. The group leader (lead name) is responsible for ensuring that all group members' details are correct and for collecting full payment of the holiday 6 weeks prior to departure.
- **Booking** – A deposit of 25% of the full cost of the package is required with your postal booking or within 7 days of your email reservation if your reservation is more than 6 weeks before your departure date. If you book less than 6 weeks prior to your departure date, the full amount is payable with your reservation. We will despatch a confirmation invoice on receipt of the deposit and a signed booking form accepting the contract. Once our confirmation is despatched, your contract is made with Tyrolean Adventures Ltd and the deposit is non refundable.
- Assuming we are able to confirm your booking, we will send your confirmation invoice as soon as possible following your booking. If you do not receive a confirmation invoice within two weeks you should contact us to make sure that your booking has been accepted.
- Although we would not anticipate any costing errors in the confirmation invoice, should there be an obviously incorrect price, we will issue a new invoice and will not be bound by the price quoted on the incorrect invoice. It is important that you check all the details shown on the confirmation invoice to ensure they are correct as this forms the basis of the contract.
- Any discrepancies should be brought to our attention within 7 days of the issue otherwise the details shown on the confirmation invoice will be presumed to be correct. Any subsequent changes to the reservation will incur amendment charges of £15 on each occasion
- Any monies paid in order to action a request for additional accommodation, in particular within 6 weeks of departure, constitutes a commitment to proceed with the booking if your request is confirmed and such monies are non refundable unless your request cannot be fulfilled.
- If we are unable to confirm your booking we will refund all monies paid.

#### Contract

- A contract exists as soon as we despatch our confirmation invoice detailing your booking. This contract is made on the terms of these booking conditions which are governed by English Law. Your contract is with Tyrolean Adventures Limited and is governed by English Law.
- All variations to a confirmed booking, must be made and accepted in writing. No representative of Tyrolean Adventures Ltd has the authority to orally vary these terms and conditions or the information within the website, or company literature or to enter into verbal agreements with customers of this company.

## 2. Holiday price

- We reserve the right to increase or decrease our prices at any time prior to booking.
- We reserve the right to increase your holiday price as the result of changes in our costs of supplying your holiday resulting from transportation charges, accommodation charges, and currency fluctuations and Government action. We will pass on to you increases in price due to changes in those costs as permitted by English Law. If we do this, we will send you a Final Invoice showing the amount you still owe us approximately 10 weeks before departure. If the increase is more than 10% of the holiday price shown on your booking details, then you may cancel your booking within 14 days of the Final Invoice issue date and receive a refund of all monies paid to us excluding any amendment charges. The price quoted on the Final Invoice is guaranteed, unless you change your booking. Any increases in our costs that occur after the Final Invoice has been sent will be borne by us. In exchange for this promise to you and the risk to us, we will not make any refunds, nor reduce any increases in other costs by any credit, for favourable cost movements.
- In addition to the details confirmed on the invoice the price of your holiday includes all currency surcharges, VAT, UK and overseas service charges.
- During the season it may be necessary on certain dates to purchase extra accommodation, or coach capacity. On new bookings this may mean an increase in advertised costs being passed on to you, as we cannot always negotiate the same favourable seasonal rates. Such charges will be advised to you at the point of booking.

### **What is/is not included in your holiday price**

package holidays, airport transfers, at an advertised price person.

### **Package holidays**

- Hotel half board accommodation.
- Ski equipment hire. - Boots/skis/poles. You are advised to take your own helmets unless helmet hire is agreed at the time of booking
- Executive coach travel from Dover Ferry Terminal or another designated UK pick up point to resort.
- Area ski pass. Enhanced passes can be arranged at additional cost
- Airport transfers can be arranged direct with Tyrolean Adventures Ltd at a per person cost of £??
- Travel Insurance is not included or provided by Tyrolean Adventures Ltd.

## 3. Cancellations and alterations by us

We plan our holiday programmes many months in advance, so it is sometimes necessary to make changes to the holiday described. Therefore, we must reserve the right to change any of the details after this contract has been entered into. Usually only minor changes are made to arrangements, for which no refund is due. However, if major changes are made, as defined in the next paragraph we will advise you as soon as we are in a position to do so and you will have a number of options available to you subject to (e)

- Major Changes – Change of resort, time of departure by more than 12 hours, accommodation of a lower classification, cancellation of holiday.

- Minor Changes – These include change of departure by less than 12 hours, and any other change not specified in (b) above.
- If we alter your booking in any way which amounts to a major change, or we cancel the original booking within 56 days of the scheduled departure you will be free to:

(i) Accept the new holiday arrangement offered by us, or

(ii) Cancel your holiday with us altogether and receive a full refund of all monies paid, less subsequent amendment charges.

You must notify us of your choice within 7 days of our offer of the alternative holiday arrangements. If you fail to do so we will assume that you have chosen to accept the alternative holiday offered.

- Please note – Refunds will not be made either prior to, during or following the holiday where changes are caused by situations under the heading force majeure, such as war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural disasters, epidemics, health risks, fire, technical problems to transport, closure or congestion of airports, stations or ports, cancellations or changes of schedules by carriers ceasing to operate due to adverse weather conditions or other reasons and similar events outside our control, or where we cancel because you fail to pay the balance of your holiday cost.

#### **4. Changes to your holiday arrangements in the resort**

On rare occasions the accommodation we have reserved for you may not be available on your arrival owing to an incident or occurrence outside our control in respect of which we may not have been notified in time to advise you before your departure. If this occurs we will endeavour to provide an accommodation of equivalent standard in the same area. If we are unable to do so and the only available accommodation is of a lower classification we will refund the difference in price.

#### **5. Our liability to you**

(a) Although we do not control the day-to-day operation of our suppliers, we accept responsibility if it is proved that facilities or services that form part of the holiday which we contract to provide are deficient. However, please bear in mind that in some countries local standards will not be the same as in the UK, and it is not always within our control to impose our own standards.

(b) We cannot be held liable or accept responsibility for death, bodily injury or illness caused on holiday unless it is proved that it is due to the negligence of our suppliers. In the case of accidents arising from carriage by land or sea liability and damages are limited in accordance with the relevant international conventions. All bookings are subject to the carrier's conditions of carriage, some of which exclude or limit liability. Copies can be made available on request.

- This company's liability in any action (excluding that for personal injury, illness or death) will be limited to twice the cost of your holiday.
- If in the opinion of any person in authority such as a coach driver, accommodation owner or manager or Tyrolean Adventures Limited representative you appear to be unfit to travel or because of anti-social behaviour are likely to cause a disturbance to other passengers or damage to property we may terminate your holiday arrangements with us. We will not be liable to make alternative arrangements for other accommodation or repatriation nor will we cover costs, which you may incur or make any refunds.

## **6. Resolving complaints**

It is always our aim to settle complaints amicably and immediately a complaint is made.

## **YOUR OBLIGATIONS**

### **1. Booking your holiday and understanding the contract**

- The deposit is 25% per person. Please note that there may be a supplementary deposit or charge payable on some holidays where it is necessary to secure specific facilities with full payment at the time of booking which are non-refundable in the event of cancellation. Once your holiday has been confirmed by us the deposit will not be refunded except in circumstances set out in clause 3(d) of 'Our Obligations'.
- Bookings for young persons will not be accepted unless one member of the party is 18 years of age and is the lead name on the booking.
- Please note that travel insurance is essential and no liability will be accepted for any customers travelling without adequate travel insurance. It is recommended that insurance should be in effect at the time of booking. Tyrolean Adventures Limited does not provide any form of insurance.
- Upon the receipt of our confirmation invoice unless any discrepancies are brought to our attention (see Clause 1(e) of 'Our Obligations'), it will be deemed you are confirming your acceptance of this Booking Contract on behalf of all persons included on the booking that forms the basis of the contract between us.

### **2. Paying for your holiday**

- The final payment of the balance shown on your invoice must be made before the date printed on your invoice; or if your booking is made within 6 weeks of departure you will have to pay the full amount immediately. Please note we do not issue reminders for payments.
- If you do not pay in full by the date shown on your invoice we reserve the right to cancel your booking if we so wish which will make you liable for cancellation charges as set out in the table shown in this section 5.
- Dishonoured cheques may be treated as a cancellation, which may make you liable for cancellation charges as set out in the table shown in this section 5.

### **3. Making amendments to you booking**

- If you wish to make any changes at all to your holiday booking, including name changes, once we have issued a confirmation invoice but outside the cancellation period outlined in (5) we will do our best to help. However, we may not always be able to meet your request and have no obligation to do so. Where it is possible to meet your request the total holiday cost will be recalculated in accordance with any new arrangements taking into account the prevailing prices, under occupancy supplements, any cancellation fees, amendment fees or other extra charges payable and a new confirmation invoice issued.

- If you wish to add any new persons onto the booking and we are able to confirm such change, no amendment fee will be levied. However, such changes may not always be accepted within 14 days prior to the date of departure, unless confirmed at the time of booking.

#### **4. Transferring your booking**

- If you are prevented from travelling, you may transfer your booking to another person or group, as long as you give us at least 7 days notice and the arrangements remain exactly the same as the original booking. You must also agree to pay any charges we may incur or levy to make this change. For the purpose of this contract we define “prevented” to be death, accident, illness or witness summons, or redundancy of you or travelling companion.
- If you wish to transfer your booking to another Tyrolean Adventures Ltd holidays thereby changing the arrangements completely this will be treated as a cancellation with loss of deposit and, if applicable, cancellation charges as set out in paragraph 5 and it will be necessary to re-book another holiday.

#### **5. Cancelling your booking**

If you cancel your holiday the lead name on the booking must advise us in writing, by post or by email immediately. Verbal cancellations will not be accepted. If you cancel you will be liable to pay the cancellation charges set out in the table below. Cancellation periods are calculated on the date of your cancellation being received by us at Willow Close, Weston Super Mare, Somerset BS22 7XF or via email; [tyroleanadventures@gmail.com](mailto:tyroleanadventures@gmail.com) The term “total holiday cost” in the table means the total holiday cost for all persons included on the booking and shown on our invoice, if cancellation occurs prior to the scheduled date of departure.

Period before a scheduled departure date when a Cancellation charge expressed as a percentage your cancellation notification is received of total holiday cost

90 days or more Deposit  
 60-90 Days 50%  
 28-60 days 75%  
 0-28 days 100%  
 Departure date/no show 100%

- If one member of the party wishes to cancel this may mean that the accommodation booked will be under-occupied and result in the remainder having to pay any applicable supplements to retain the booking
- If you cancel your holiday on the day of departure due to circumstances beyond our control refunds will not be payable by ourselves and any such claims should be forwarded to your insurers.

## 6. Whilst on holiday

- The accommodation booked is only available for use by those persons included on the booking unless otherwise agreed by us in writing.
- You are responsible for any damage caused to your holiday accommodation, during your stay and any charges levied by the owner in this respect must be met by you and paid locally prior to leaving that accommodation. For apartment hire, a damage deposit per apartment is required before your accommodation keys will be released; this is charged once in resort.
- Please remember you are a guest at your holiday accommodation and the owner or a Tyrolean Adventures Ltd representative may remove anyone whose behaviour is disruptive or affects the enjoyment of other guests, see clause 5(d) of 'Our Obligations'

## 7. Minimum Age Requirements

- Bookings for young persons will not be accepted unless one member of the party is 18 years of age and is the lead name on the booking. A young person is classed as anyone under the age of 15.99 years and therefore qualifies for discounted prices. Special group ages may apply where children up to 16.99 years may qualify for discounts.

## 8. Any problems

- Any problems should be brought to the attention of the Tyrolean Adventures Ltd representative or the relevant supplier, whilst in the resort. Every effort will be made to achieve a satisfactory solution. If you are not satisfied with the result you must contact Tyrolean Adventures Limited in writing within 7 days of returning from your holiday and the Company will endeavour to reach a satisfactory solution.

## GENERAL CONDITIONS

- **Travel arrangements. Tyrolean Adventures Limited arranged ferry crossings, airport transfers and UK to resort coach travel (only available on certain dates)** –(These conditions do not apply to those guests making their own travel arrangements
- Tyrolean Adventures Ltd UK to resort coach transfers - All land travel arrangements timings etc may change due to circumstances beyond our control. We reserve the right to make any necessary alteration to your travel arrangements, including method of carriage, in a force majeure situation to enable us to fulfil our obligation to transport you to and from the resort.
- When you travel by land and water, the relevant carrier's 'Conditions of Carriage' will apply to your journey, some of which may limit liability, see clause 5(b) of 'Our Obligations' – Our liability to you.
- Operational decisions may be taken by the coach company, airport transfer company or port authorities resulting in delays, diversions or re-scheduling. When such situations occur this is not within our control and we cannot accept liability for them. Refunds cannot be given if you fail to arrive at your accommodation on time or the stated day.
- Tyrolean AdventuresLtd holidays start and finish where stated on your invoice. We are not responsible for your travel to and from this point or for any expenses incurred including travel,

accommodation, subsistence and loss of earnings caused by delay in return to your departure point, howsoever caused.

- Please bear in mind that at peak times, such as Christmas, New Year and February half term, Tyrolean Adventures Limited to resort coach transfers often take longer due to very heavy amounts of traffic on the roads.
- Please also bear in mind that the cold weather may affect the WC on your coach.
- We aim to ensure that the Tyrolean Adventures Ltd coach on long journeys from the UK to resort stop for a break at least very 4 hours. Transfer times given are therefore a guide as we cannot take into account the prevailing weather or traffic conditions or any other delaying factors.
- The vast majority of our Tyrolean Adventures Ltd UK to resort coach departures leave on time, but occasionally delays occur which are beyond our control.
- Please bear in mind the transfer time from Calais to resort when booking your ferry crossing. The reception of your accommodation is only open on arrival day between 1700 – 2000 hours or as stated on your arrival information, your keys and ski passes can only be collected between these times. If you arrive late you may need to find alternative accommodation for the night. Tyrolean Adventures Limited can not be held responsible for missed check in times nor will we refund any costs incurred or arrange alternative accommodation for the night.
- Airport transfers must be booked and paid for at the time of booking. A minimum of two week notice is required to book transfers. Once your transfer is booked alterations cannot be made or transferred to another person. Refunds cannot be given if you cancel your booking under any circumstance. The return element of your airport transfer must be confirmed 24-48 hours before your departure day to the airport transfer company.
- If you miss your transfer bus due to flight delays you will be booked onto the next available bus. If this means that you miss your check-in time at your accommodation you must telephone the number provided on your arrival information to let them know your arrival time, you will be given details of where and how to pick up your keys. All costs incurred to you as a result of delays will not be refunded.
- Exclusive use of an executive coach can be arranged but a minimum of 45 fare paying passengers must be invoiced. Extra charges may be invoiced if these minimum numbers are not met.

## **2. Parking**

(a) Many resorts have parking restrictions and parking charges and in some parking must be booked in advance. It may be possible to take a car into the resort to unload it and leave it on the outskirts.

## **3. Baggage, visas and passports**

- The baggage allowance shown on your invoice must not be exceeded in any circumstances; any excess may result in your luggage not being placed on the transport.
- Personal property from the point of UK departure to resort and return remains the responsibility of the owner to ensure it is loaded/off-loaded from the vehicle. Please note portage is not included or available.
- At press date British citizens do not need a Visa for our European destinations but must take a passport that is valid for the duration of your holiday. Most Non-Eu nationals need a Visa for France and must arrange these themselves. Clients are reminded that they are responsible for their own personal documents.

#### **4. Special requests**

We will always pass on any special requests and try to meet them but cannot guarantee to do so. However, please note that special requests do not form part of our contractual agreement and we will have no liability if they are not met.

#### **5. Administration charge**

We reserve the right to levy an administration charge in certain circumstances, such as the extra administration relating to late bookings within 7 days of departure etc. This charge is usually £25 per booking. This charge does not relate to any amendments made to your booking as outlined under 'Your Obligations 3 or 4.

#### **6. Conditions and prices**

The prices and conditions on the website and company literature are correct at the time of going to press but may vary. Any further website issues and company literature will supersede these conditions and prices.

### **IMPORTANT INFORMATION**

#### **1. Accuracy of website**

All information in the website is to the best of our knowledge and belief correct at the time of publication. However, we reserve the right to make changes to information contained within our website and will advise you of these changes on booking or when they are known to us. Many pictures are included for their attractiveness and general relevance. Photographs of rooms represent the type of accommodation available, but not all rooms will be the same and room sizes will vary.

#### **2. Early and late season**

Due to poor weather conditions, or low number of tourists in resort particularly in early or late season, cable cars, chair lifts, and other facilities may not be operational. Decisions to operate such facilities are not made by us. Also ski and public bus services may not be fully operational.

#### **3. Ski/snow conditions**

The risk of skiing being adversely affected by weather conditions or lack of snow has to be accepted. Refunds can not be given for lost skiing days due to weather but a letter will be available from the ski lift confirming cancellation and you may be able to claim against your own insurance.

#### **4. Ski lessons**

- Ski lessons are booked directly with the local ski school upon your arrival or on collection of ski equipment or with a BASI instructor via the Tyrolean Adventures Ltd website.
- Please note that during peak dates such as Christmas, New Year, February half term and Easter, ski schools become fully booked. It can not be guaranteed that your requirements for lessons can be met. If you have prepaid for your ski lessons and it has not been possible to reserve these for you, a full refund of the ski lesson price will be made.
- Please make sure that your insurance covers you for hired equipment.
- Changes to your equipment – it is possible to change your ski equipment if it is ill fitting or broken, this will be done at no cost. The changing of equipment for other ski disciplines can be done at an extra cost of €10 per change.

- Please note that we cannot refund should you not use all or part of equipment booked. We can not refund in the case of bad weather. Suppliers' conditions apply.
- We act as an agent for ski hire and lesson services and are therefore not liable.

#### **5. Unused parts of package**

No refunds will be made for unused parts of the package, e.g. unoccupied bed spaces, unused ski passes, ski lessons or equipment hire. No representative is authorised to make or promise refunds and Tyrolean Adventures Ltd will meet no such promises.

Our contract with you is deemed to be made at Tyrolean Adventures Limited, Willow Close, Weston Super Mare, Somerset BS22 7XF, Tel **07779 764858**. Email: [tyroleanadventures@gmail.com](mailto:tyroleanadventures@gmail.com)

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