

TRANSITION 2015 TERMS AND CONDITIONS

DEFINITIONS

i.	Departure date	The date you depart for the event
ii.	Deposit	The amount payable at the time of booking to secure your place at Transition
iii.	Broadwick Live	Event organiser
iv.	Outgoing Ltd	Booking Agent
v.	Transition	Event
vi.	Force Majeure Event	An event which renders Broadwick Live and/or Outgoing Ltd's performance of its obligation pursuant to these terms and conditions in whole or in part not reasonably possible
vii.	'Group leader' or 'Lead Passenger'	Individual who accepts responsibility on behalf of your group and authorises acceptance that the group are bound by these terms conditions
viii.	'you' and 'your'	All individuals named on the booking including anyone who is added at a later date
ix.	'we', 'our', and 'us'	References to Outgoing and/or Broadwick Live
x.	Group	All individuals on your booking or who you are travelling with
xi.	'Individual', 'Customer' or 'Passenger'	Any person who purchases any element of a package for Transition
xii.	'booking', 'contract'	Such travel arrangements that you book with us in the UK and which we agree to make, provide or 'arrangements' perform (as applicable) as part of our contract with you.
xiii.	'Written' or 'in writing'	Refers to any correspondence, either by email or by posted letter, between you and Outgoing Ltd or Broadwick Live, or by notification on the relevant Events website i.e. www.transitionsnow.com

1 1.YOUR CONTRACT WITH US

- 1.1 Outgoing is acting in the capacity of a booking agent for Broadwick Live . By completing a booking or processing a transaction for Transition you are agreeing to these Terms and Conditions.
- 1.2 Outgoing does not promote or produce Transition. Outgoing Ltd does not control the event nor do they set the prices. They only charge a booking fee/transaction fee.
- 1.3 Outgoing Ltd will deduct your payment from your card at the time of processing a payment via debit/credit card online or over the phone.
- 1.4 When you purchase a ticket via the Transition website, all transaction details that you provide to us (including your name and card details) will be held and used in accordance with our Privacy and Cookie Policy and will be encrypted using SSL (secure socket layer) technology. Outgoing Ltd will take reasonable steps to safeguard transaction details, but you acknowledge and agree that the use of internet booking can never be completely secure.
- 1.5 Outgoing Ltd are responsible for refunds and payment disputes in accordance with the terms and conditions.
- 1.6 Any payment disputes or issues should be directed to Outgoing Ltd: 3 The Stables, Wilmslow Road, Manchester, M20 5PG.

2. BROADWICK LIVE – TERMS AND CONDITIONS – TRANSITION 2015

- 2.1 The information on these pages is important. It explains the responsibilities and obligations undertaken by all customers when booking with Broadwick Live Ltd. When you book and/or are acting on behalf of other individuals within your group you accept these terms. A contract is formed and is legally made with obligations and rights on your side and ours these are set down below which, unless agreed in writing by each of us, cannot be changed or be undermined by any verbal understanding.
- 2.2 The event and travel are as advertised by us and the nature and type of our services and any restrictions which may apply are also detailed in these important information sections which you must read carefully.
- 2.3 When you ask Outgoing Ltd acting as booking agent for Broadwick Live to confirm your booking you guarantee that you accept, and accept on behalf of your group, the terms of this contract and have read the important information relating to your booking. These, along with your booking confirmation comprise your agreement with Broadwick Live Ltd and all those listed on your booking on whose behalf the lead passenger is acting. No variations to these conditions shall be valid unless agreed by us in writing.

- 2.4 When you confirm your booking, you also agree to us processing the personal information you supply relating to you and your group in order to provide you with the services booked. The event starts and finishes as stated on your Transition booking confirmation. 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.
- 2.5 Errors in costings are very rare. However, if there is an obvious error on your booking we reserve the right to correct this as soon as we are aware of it.
- 2.6 There may be some instances where we are not able to confirm some of our arrangements straight away (such as flights or coach departure times) in which case this will be confirmed at a later date on your e-ticket.
- 2.7 Verbal descriptions and telephone conversations are subject to interpretation and cannot be proved or confirmed. We accept no liability for these. Website bookings/quotes are also subject to technical error and availability. Therefore all telephone and website bookings and quotes are subject to our written confirmation and this is why it is important that you check your booking confirmation on receipt.
- 2.8 Please note, changes to these terms and conditions or to any of the information appearing in our promotional material will only be valid if expressly agreed by us in writing. Our website will display any changes to this information so please be sure to check these details before booking.

3. AGE RESTRICTIONS

- 3.1 You must be at least 18 years of age to attend Transition; you can book at 17 years of age providing you will be 18 years old before you attend the event.
- 3.2 Transition security staff will be briefed to ask for proof of age ID and anyone less than 18 years of age will be declined from entering any of the Transition licensed venues.
- 3.3 We will not provide refunds to anyone under the age of 18 who has chosen to book or attend against our recommendation.

4. PAYING FOR YOUR BOOKING

- 4.1 On receipt of deposit payment, Accommodation, including the Transition festival ticket / wristband, can be reserved
- 4.2 From August 2015, by paying a deposit of £100 per person (inclusive of a £50 damage deposit) plus a £10 per person booking fee.
- 4.3 The following booking extras will also be available to book: Ski & Board lessons, Hire, Insurance, merchandise and social events such as the mountain meal.
- 4.4 Bookings cannot be guaranteed until a deposit is received.
- 4.5 The final balance deadline is 6 weeks prior to the event, a final reminder will be sent to you via email 1 week prior to the final payment deadline.
- 4.6 If the full balance is not received on the final balance due date you will be contacted to make payment with 48hrs. If there is no response the booking will be cancelled, the deposit kept and you will be subject to the cancellation charges and/or the late payment charge of £25.00 per person with overdue balance. If a response is made to make payment after the deadline you will be charged a late payment fee of £15.00 will be levied per person on the booking for every additional 7 days after the final balance due date has passed.
- 4.7 On receipt of your booking confirmation, you must check your documentation and inform us immediately of any inaccuracies. The booking agent or Broadwick Live cannot accept any liability where we are not notified of any inaccuracy in any documentation within 5 days of issue.
- 4.8 All final information, itineraries and e-tickets (if applicable) will be made available to you only when the final balance has been paid and within 7 - 14 days of your departure date.
- 4.9 The booking agent will charge you a one-off booking fee of £10 per person on the initial booking. This is a one-off payment that will be charged on top of the initial deposit and is payable at the time of booking. The fee is none refundable.
- 4.10 Card charges have been waived for all payments made on all card types.
- 4.11 The group leader will be, in the final instance, responsible for any monies owed or outstanding by their group. No group booking will be confirmed until all members constituting the group have made their final payment and the group, in its entirety, has no outstanding balance due. In the unlikely event of a payment error, where a duplicate payment is taken on the booking, it will be your responsibility to contact us and highlight the error.

5. DAMAGE DEPOSITS

- 5.1 Upon booking you accept full responsibility for any damages or loss caused by you or any member of your group. All local laws, including those relating to the consumption of alcohol and noise, must be obeyed at all times.
- 5.2 The Company reserves the right to terminate the Holiday of any participant/group who do not observe these rules or in the event of unreasonable conduct which in our opinion may cause damage, distress, danger or annoyance to other participants, employees, property or any third party.

- 5.3 You and every member of your group must pay a damage deposit of £50 per passenger at the time of booking. In the case that any damage is caused in the resort, to any property of the Company or that of our suppliers, during transit or during any other aspect of your trip, the Company shall be entitled to deduct an appropriate sum from the damage deposit of each passenger that it reasonably suspects of causing the damage.
- 5.4 The deposits are accepted in their entirety as a deposit for the entire group booking and termed a 'Global Damage Deposit'. In instances where an individual or a number of individuals from within your group are not able to pay the charges brought against them, the excess charge will be taken from your group's Global Damage Deposit.
- 5.5 Further to your damage deposit, some hotels may insist that one individual per apartment provides reception with a credit card swipe or cash upon arrival.
- 5.6 Once all damage charges have been received after the event, the Company will return the deposits less any charges directly into the participant's bank accounts, using details provided by the customer, unless the Group Leader requests otherwise.
- 5.7 All deposits, wherever possible, will be returned within 31 working days of returning from the holiday. Any charges levied in Euros by suppliers and are not paid for directly in resort will be charged to the responsible parties at an exchange rate at the time per Outgoing Ltd's currency provider. Should the charges levied exceed the group's Global Damage Deposit, the Company reserves the right to claim for the unpaid balance against the parties responsible for the damage. Should you wish to make any change to the account details provided at the time of booking for the damage deposit return you will be subject to a £5 admin fee.

6. CHANGES IN THE PRICE OF YOUR BOOKING

- 6.1 We reserve the right to correct errors in both advertised and confirmed prices. We also reserve the right to amend prices with regard to changes in the external supplier costs (subject only to new bookings or items on current bookings that have not yet been paid for).
- 6.2 In the result of a system error for room type, occupancy or price, we reserve the right to amend the price or accommodation to a suitable alternative should that room type not be available.
- 6.3 We will inform any customers of any price changes as soon as we become aware that changes need to be made.
- 6.4 As a result of the instability in oil prices, airlines and other transport suppliers often charge a fuel supplement which will be included in the price. As these change regularly, the price you pay may not be displayed on our website as we are not always able to make changes as quickly as these supplements change.
- 6.5 Once the price of your booking has been confirmed, then, subject to the correction of omissions or errors, we will only increase the price in the following circumstances: changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked.
- 6.6 We will absorb and you will not be charged for any increase equivalent to 2% of the price of your booking, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission if applicable. If this means that you have to pay an increase of more than 10% of the price of your original booking, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges initiated
- 6.7 Should the price go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, 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 on the protection in place.

7. INSURANCE

- 7.1 Insurance is an important and essential part of your holiday; it is a condition of booking that all passengers travel with a fully comprehensive Winter Sport Insurance policy. No liability will be accepted by Broadwick Live or the booking agent for any clients travelling without insurance.
- 7.2 It is your responsibility to ensure you have checked the policy thoroughly and you have the relevant level of cover in place before you travel. Please read the policy details carefully and take your policy details with you. It is also your responsibility to ensure that any purchased insurance cover is adequate for your particular needs and the needs of your group if you are booking insurance on behalf of other people. It is also your responsibility to obtain additional cover if appropriate in line with any terms and conditions stated in any insurance policy you purchase.

- 7.3 Optional Winter Sports Holiday insurance can be purchased through the Booking Agent who are an appointed representative of ITC compliance which is authorised and regulated by the Financial conduct Authority.
- 7.4 Should you or any members of your party decline the insurance we offer, and fail to purchase insurance cover of at least the same level of cover as offered by the booking agent, you absolve us of all possible liabilities and consequences in respect of any matters arising that otherwise would be covered and agree to indemnify us for any costs that would have been covered by the suggested policy. This means you must pay for or reimburse us in respect of any costs arising from your failure to purchase a policy of comparable cover as that suggested.
- 7.5 The full cost of any travel insurance purchased must be paid in full at the time it is purchased
- 7.6 Insurance is non-transferable and non-refundable.
- 7.7 By agreeing to these Terms and Conditions, you also agree that you have read and understood the status disclosure document and insurance policy terms and conditions which can be found on www.transitionsnow.com

8. SPECIAL REQUESTS

- 8.1 Although we will endeavour to pass any reasonable requests on to our relevant suppliers, we regret we cannot promise or guarantee that any requests will be complied with unless we have specifically confirmed this in writing to you.
- 8.2 Please note that special requests do not form part of our contractual agreement and we will have no liability if they are not met.
- 8.3 Requests will need to be received with reasonable notice to be considered.
- 8.4 If you or any member of your party has any medical issues or disability which may affect the holiday arrangements of that person, please tell us before you confirm the booking so we can advise as to the suitability of the chosen holiday. You must give us full details in writing at the time of the booking. If we feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline/cancel/amend the booking.

9. YOUR PASSPORT

- 9.1 It is your responsibility to ensure you have a valid passport and, if you are not a British Citizen or hold an EU passport, to ensure that you have any relevant visas that may be required.
- 9.2 We can provide general information however it is your sole responsibility to ensure you and all those within your party have a valid passport, Visa and travel documents required for the Country you are visiting. We accept no responsibility if you cannot travel because you have not complied with any passport, visa or immigration regulations.
- 9.3 Passport, Visa and health requirements can change from time to time. Prior to travelling we strongly recommend seeking guidance and advice from the Embassy or Consulate of the Country you intend to visit if you are unsure what is needed to travel. When travelling to certain Countries you may require vaccinations, if you contact your GP or a local travel clinic they can advise on the most up to date information, alternatively visit the foreign office website www.fco.gov.uk for more details.
- 9.4 If you need to apply for a passport or renew one, please do so well in advance. You will need to contact the passport advise line: 0300 222 0000 or www.passport.gov.uk

10. COACH TRAVEL TERMS AND CONDITIONS

- 10.1 When travelling by coach from the UK to resort you must be at your pick up point 30 minutes before the departure time stated, final details of which, including the location of the pickup point, will accompany your travel documents.
- 10.2 For trips that include coach travel, where possible the coaches will be fitted with a toilet, air conditioning, heating, audio-visual facilities, a DVD player and reclining seats. Any passengers with special travel needs must inform the Company at the time of booking or a minimum of four weeks prior to travel as the Company undertakes to adhere to a maximum loading policy on all coaches. Loading may necessitate more than one Group travelling in the same vehicle (this would only be for example where the final coach was only half full). Where possible a representative of the company will travel out to resort on each coach
- 10.3 All coaches are based and allocated on full capacity coach unless stated otherwise. Whilst we do everything we can to try and accommodate individual groups this is not always possible for operational reasons. You may find that your group is requested to share your vehicle with another group and/or may be split over different vehicles. In the unlikely event that a group is split then we will try and ensure that the group is split in the best way possible to avoid isolation.
- 10.4 Coach pick-up (on the way to the event) & drop-off (on the way back from the event) points are offered throughout the UK from specific locations. Should the number of passengers from a specific pick-up / drop off point on a specific date fail to meet an economic level of sale i.e. the pick-up point is only required for a small number of passengers, we reserve the right to cancel or amend the location of the original, noted pickup / drop-off point. A cancelled pick-up point will automatically cancel this location as a drop-off point on the return leg of the coach journey. An amended pick-up point will be the default drop-off point on the return journey.
- 10.5 Should a pick-up / drop-off point be cancelled by us, passengers will be offered:

- I. Places on a coach from an alternative, suitable pick-up / drop-off point within relatively easy access of the original, cancelled pick-up / drop-off point. This alternative pick-up will be the default drop-off point on the return.
 - II. A full refund of the coach travel cost only, thereby allowing passengers to use this refund towards making their own travel arrangements to and from the event.
- 10.6 Coaches are not necessarily assigned to a specific group of individuals nor are coaches necessarily assigned to only one pick-up point. We reserve the right to route coaches according to passenger pick-up requirements and requests, therefore necessitating a possible number of pick-ups from various pick-up points on the journey to and the journey back from the event. No one group should assume they have exclusive use of a coach(s). Specific seats on a specific coach cannot be pre-booked. Seating is based on a first-come, first-served basis.
- 10.7 We cannot guarantee a representative will be on board each land coach. For the student ski groups there will be minimum 1 rep per coach where possible.
- 10.8 All passengers travelling aboard coaches provided by us and operated by contracted suppliers, agree to abide by all current legislation when on board. The consuming of alcoholic drinks and smoking is NOT permitted. Failure to comply will be viewed as a breach of contract.
- 10.9 Regardless of mode of transport it must be accepted that delays can occur. If travelling by coach you will understand that, be it due to weather conditions, mechanical failure, traffic, an accident or some other reason, the location of any delay cannot, even with all due care, be predicted, nor the circumstances or conditions that may exist. Accordingly we cannot accept liability for any inconvenience or expenses you may incur.
- 10.10 In the event of a delay due to mechanical failure or an accident, we undertake to do our utmost to remedy the problem or to arrange an alternative vehicle as soon as possible. We will make every effort to operate coaches of the standard described but cannot accept a claim on the basis of an inferior vehicle being used as a relief or replacement or in cases of 'Force Majeure'. A delayed coach may necessitate reduced meal and leg stretch stops.

11. YOUR LUGGAGE

- 11.1 Porterage is not provided. Luggage allowance when travelling by coach is 20kg, only one bag is permitted for hold in the form of a soft shell bag, no hard cases. Hold cannot exceed 20kg per person. Hand luggage to take on board the coach can consist of a small bag that can be safely stored under your seat or in the overhead compartments provided; no luggage can restrict aisles or be kept on your person except for valuable items.
- 11.2 It is the responsibility of each individual to ensure the safe loading and unloading of their personal luggage under instruction of the coach driver on any coach transport provided. We cannot be held liable for any luggage miss loaded or left behind or on board. We strongly advise that permission is NOT given to a third party to load or unload personal luggage.
- 11.3 For safety reasons there are restrictions on what passenger property can be carried as luggage on our service.
- 11.4 The following items are all prohibited from being carried on our service – any weapons, drugs or solvents (other than medicines) or any items which are in our opinion unsafe, or may cause injury or damage to property, or which are in considered by us to be unsuitable for carriage by reason of their weight, size, shape or character, or which are fragile or perishable, or items with sharp or protruding edges, or any items over 20kg in weight.
- 11.5 At all times the luggage that can be carried shall be at the sole discretion of the driver and of representatives of Transition.
- 11.6 If you are found to have any of these prohibited items in your possession or within your luggage, we reserve the right to refuse travel and/or remove the items from the coach immediately. If you require confirmation as to whether a particular item may be carried then you should obtain our written confirmation before processing your booking.
- 11.7 We will take every reasonable precaution to prevent loss or damage to any items, all luggage will be entirely at the customer's risk and we accept no liability whatsoever for loss or damage to such luggage however caused whether that be on the coach or at the departure or arrival location. All customers should ensure they have the appropriate insurance in place to cover such loss or damage.
- 11.8 Ski or snowboard equipment taken on board is considered excess luggage and you will need to purchase carriage at the time of booking. If this is not purchased we have the right to refuse to take equipment on board. This has to be booked in advance so we can consider loading factors.

12. CHANGING YOUR BOOKING

- 12.1 After our confirmation has been issued, changes should be notified in writing and if we can comply, a charge per person per change will be made (including name changes). Any alteration within 4 weeks of departure; change of accommodation/departure date/resort, may be considered as a cancellation and subject to cancellation charges.
- 12.2 You may add extra members to your booking at any time, providing you have first checked availability with us and payments are made for additional people.
- 12.3 We cannot guarantee that changes will be possible, you must notify us of any changes in writing or by telephone and we will endeavour to make the changes. All amendments will be subject to an administration fee. The following charges apply;

12.4 Name change – An amendment fee of £40 per booking within the following conditions:

- i. The booking does not include services provided by suppliers who will consider the booking cancelled if changes are made.
- ii. Your arrangements remain exactly the same as the original booking.
- iii. The replacement person takes on the exact cost of your holiday as paid by you.
- iv. You must put your request to transfer your booking in writing.
- v. That person signs a booking form or signals in writing their acceptance of the terms of our agreement.
- vi. That person must comply with all noted terms and conditions, specifically regarding adequate insurance cover as any premiums paid by the original booker cannot be refunded.
- vii. You will remain responsible for the payment of any balances relating to your holiday should that person be in default of payment.
- viii. You cannot transfer a booking within 28 days of travel, amendments to bookings are only possible 4 weeks prior to departure, after this restrictions will apply.
- ix. For additional amendments such as downgrade, upgrades or cancellations contact our customer service team who will advise options available and the administration fee that will apply.
- x. People can change bookings; however they must follow the procedure set out.
- xi. All booked elements, such as accommodation, transport, wristband and any bookable extras are only available to the people named on your documentation. It is a breach of contract for anyone to sell or give such accommodation or seats to another person without our knowledge and agreement.

13. IF WE CHANGE YOUR BOOKING

13.1 Minor and Major Changes

The holiday arrangements provided by us are put together in good faith and many months in advance. Despite all of the preparation, certain aspects of the arrangements can go awry and we must therefore reserve the right to make alterations to and correct any errors to the holiday details before and after your booking has been confirmed.

There are two classifications of changes:

Minor Changes: coach routing, of outward/return coach travel timings by less than 12 hours, change of accommodation to another of the same or higher standard and any other change not specified as a major change (below).

- i. These are operational changes and not significant ones entitling you to cancel without penalty. Such changes will therefore not be specially notified to you and will simply appear on your travel documentation.

Major Changes: To a lower standard (based on our ratings) of accommodation and cancellation of holiday.

- ii. Unfortunately it is sometimes necessary to make significant changes. If a major change to your holiday arrangements is made to the holiday you have booked and for which you have received a confirmation invoice, or if we cancel the holiday within 63 days of the original departure date, you may choose to:
 - Accept the changed arrangements as notified to you by us (this may involve a change of resort).
 - Purchase a replacement holiday from us, of at least the same standard if available (and paying supplement or receiving a refund in respect of any price difference)
 - Cancel your holiday and receive a full and prompt refund of all monies paid to us.
 - Minor changes do not entitle you to cancel or change to another holiday without paying our nominal charges.
 - We shall be under no further liability to you, nor shall we be liable for any costs or expenses outside the holiday cost.
- a. If a significant change is made as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with due care which include but are not limited to those circumstances set out under the heading Force Majeure compensation we regret cannot be paid.
- b. We regret we cannot meet any costs or expenses you incur as a result of any change.

14. CANCELLING YOUR BOOKING

14.1 Cancellations should be confirmed in writing (email or letter) by the person who made the booking. Your cancellation is not confirmed until you have received confirmation in writing from us to acknowledge cancellation with the fees that will apply. To cover the cost of processing your cancellation and to compensate us for the risk that we may not be able to resell your holiday, the following cancellation charges are payable as a proportion of the total invoiced cost (including extras) from the date we receive written confirmation. The more notice you give us, the less we charge. The person who made the booking is responsible for this charge.

14.2 The number of days prior to event start date is taken to be from the day on which written notice is received by us.

12.3 If you or any members of your party cancel your holiday, a charge will be made. We will have incurred expenses in connection with your holiday and the percentage charge of your holiday cost will depend upon the time at which written notice of cancellation is received by us. The following cancellation charges apply to any cancellations;

- i. Before days stated below – Loss of Deposits only
- ii. 59-41 days before departure – Loss of deposit plus 50%*
- iii. 42-25 days before departure – Loss of deposit plus 75%*
- iv. 24 days before departure up until the event – 100%*

*Percentages shown are of the total cost less any amendment fees or cancellation charges which have already been incurred which are not refundable.

12.4 Depending on the reason for the cancellation you may be able to reclaim the cancellation charges under the terms of your insurance policy. You must however; pay in full, and notify us of your cancellation first and then seek a refund from the insurance company. You may change a name (to a suitable client) without incurring any cancellation charges other than an amendment fee, providing 28 days' notice prior to departure is given.

If cancellation of a party member results in under occupancy of a room, apartment or chalet, those remaining individuals on the booking must pay the appropriate empty bed charge.

15. IF WE CANCEL YOUR BOOKING

15.1 We may sometimes be forced to cancel a holiday as all holidays are subject to a minimum number of clients. This happens on very rare occasions when it becomes impossible to run a particular holiday. We must therefore reserve the right to cancel holiday arrangements at our discretion. Please see note below.

15.2 Where your holiday is cancelled other than due to your default in payment, we will offer you the choice of either purchasing an alternative holiday of at least the same standard (if available), (and paying or receiving a refund in respect of any price difference) or receiving a full and immediate refund of all monies paid to us.

15.3 We regret we cannot meet any expenses or costs you incur as a result of any cancellation. Very rarely, we may be forced to cancel or curtail your holiday after the date of departure where circumstances amounting to 'force majeure' (as described in the special note below) occur. In this very unusual situation we regret we cannot make any refunds, pay any compensation or be responsible for any costs or expenses you may incur as a result.

15.4 Special note – 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 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 services in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions affecting resort access and/or operation, fire and similar events beyond our control.

16. ACCOMMODATION

16.1 All accommodation is as per description at the time of booking, but this does not mitigate our right to amend any errors in pricing or description.

16.2 Prices are based on the original quote provided, unless otherwise stated in further correspondence prior to bookings going live, in this instance you will be notified in writing of any changes.

16.3 There may be specific times your apartment or hotel reception is open and we cannot be responsible if you fail to obtain your keys before the reception closes. Many hotels ask for a credit card imprint when you check-in to cover incidentals.

16.4 Many properties are non-smoking. If you require specific information, please ask at the time of booking.

16.5 The use of some facilities in hotel and apartment complexes such as spa facilities; saunas, fitness facilities and steam rooms may incur an extra charge. Where we have been informed of this it has been stated in the description at the time of booking. However, this is often charged by those running the properties and we are not always informed. If in doubt, please check at the time of booking.

16.6 We cannot guarantee that fitness suites provide the same range or type of equipment as a purpose-built gym.

16.7 Any hotels have annexes which are sometimes in a separate building a short walk away. Please bear in mind that whilst many annexes provide access to the facilities of the property through which they are sold, rooms may not be of the same standard as the main property. This is usually reflected in the price reduction.

16.8 Our apartments may not be in the same building or next to each other and we cannot guarantee that groups booking will have apartments close to each other or even in the same building, (unless contractually agreed) although we will do our utmost to accommodate groups together. Apartments are often privately owned and even in the same block vary in layout and size and in the actual facilities and furnishings they offer.

16.9 In most European apartments a blanket and pillow are provided for each bed. Bed linen is provided.

16.10 Please note that vegetarianism is still not widespread in Europe and that some hotels may only be able to offer a very limited choice. Some hotels may also charge a supplement for specific dietary requests.

- 16.11 Hotels may lock their main doors at a specified time. Please check with the hotel what time this is – especially if your arrival is likely to be late or you are delayed en route.
- 16.12 Hotels will require a copy of your credit card as a deposit in case of extra cleaning, lost key or damage charges, bar charges, or incidentals will be charged to you when you check-out.
- 16.13 Not all agencies will accept credit card payments – please check at time of booking.
- 16.14 As the passengers are responsible for the cleanliness and upkeep of the apartment / pension / hotel. Names, contact details and addresses will be passed to the agency or hotel, for them to follow up any outstanding charges have not been paid on your departure.
- 16.15 On arrival in your apartment please check everything is present and in working order. Anything missing or broken must be reported to reception immediately or you may be charged for it. Please leave your accommodation as clean as you found it.
- 16.16 We cannot guarantee room requests, and whilst we will try our utmost to adhere to requests – these may not be possible in any case and cannot be certified.
- 16.17 Some hotels can provide hypo-allergenic bedding if notified in advance. If you suffer from allergies to feather or down, and do not receive confirmation that hypo-allergenic bedding is possible, we recommend you bring your own.
- 16.18 Participants on the holiday will be accommodated in the residences detailed in the contract. Apartments may be of different sizes and layouts. Rooming allocations will be based on maximum occupancy of each apartment as defined by the supplier in the rooming plan.
- 16.19 The accommodation provider may provide inventories for each room or apartment, which will either be in the room or will be given to the passengers with the keys upon arrival. It is the responsibility of each room or apartment to give their completed inventories to the accommodation provider before 12:00 on the first full day.
- 16.20 On certain trips there is an opportunity to select a room online through the Rooming Allocation System or through your Group Leader on a first come first served basis. Once the rooming list has been finalised, no changes can take place. If you change apartments following this it is at your own discretion, however you are still responsible for the originally allocated apartment and may still be charged if costs are incurred

17. EXCURSIONS

- 17.1 Excursions, social activities and events or tours not run by Transition, Broadwick Live or Outgoing Ltd that you may choose to book or pay for whilst you are on holiday are not part of your holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

18. GUARENTEED SNOW

- 18.1 Whilst we obviously cannot guarantee snow, all of our resorts are chosen for their reliable snow record. Many of our resorts also have the advantage of glaciers, which ensure snow almost all year round. Snow conditions can change dramatically overnight, and will not be accepted as a valid reason for you to cancel your holiday. If there is such poor snow that the lift company and ski-school in your booked resort decide that you are unable to ski, we will endeavour to transport you daily to another ski area.

19. LIFT PASSES

- 19.1 As a standard, and unless advertised otherwise, a six day full area lift pass will be included in the base price. For all groups departing the UK or Ireland on a Friday, lift passes are valid for six days from the lifts opening on Sunday to lifts closing on Friday. For all groups departing the UK or Ireland on a Saturday, lift passes are valid for six days from the lifts opening on Monday to lifts closing on Saturday.
- 19.2 All lift passes are valid for the resort's local area (full area pass). Where lift pass extensions are available they will be offered on the booking system as a charged optional extra. The Company will undertake distribution of lift passes. Participants must sign for their pass and will not be able to collect passes on behalf of a third party. A €3 deposit is payable at the time of collecting the pass and it refunded on returning the pass to the ski lift office. Once signed for, no lift pass replacements can be offered under any circumstances.

20. PISTE CLOSURE

- 20.1 If on arrival in resort there is a total closure of the area lift system, it is likely that any pre-booked passes will not be valid in another ski area. In such cases your Representative will advise Head Office, we will give a full refund less a fee of £5 per person (maximum £15 per booking) to cover administration. Any refunds will not be made until after the event.

21. HIGH ALTITUDE RESORTS

- 21.1 For customers going to high altitude resorts, it is suggested that, if relevant, you contact your GP as some customers encounter difficulties due to the high altitude of the resort. Please bear in mind that when skiing at altitude you

should allow time to acclimatise physically, drink plenty of water, reduce alcohol intake and ensure that appropriate warm clothing is taken. Your doctor and suitable publications will provide further information in this regard.

22. EQUIPMENT HIRE, SKIS / SNOWBOARD TUITION

- 22.1 You can pre-book equipment hire, ski / snowboard lessons and lift passes when you make your initial booking or at any time up to 28 days prior to your departure where there is availability.
- 22.2 Any extras purchased after the balance deadline date of Saturday 31st October 2015 must be paid in full at the time of booking.
- 22.3 We aim for the prices of pre-booked items to be less than those in resort but we cannot guarantee this. Purchasing in advance however always allows you to spread the cost of your holiday more effectively and also saves you time on your arrival in resort.
- 22.4 These are sold separately (we act as an agent for the suppliers of these services) and are an extra cost to your holiday. Suppliers booking conditions apply and all equipment hire and lessons are subject to availability.
- 22.5 Insurance: It is essential that your insurance covers you for hired equipment. Many shops offer top-up insurance and we recommend you take this. Details of this will be displayed in the shop and we recommend you read this. We will not be liable for any damage or theft of hired equipment. Any such matter will be to be resolved between you and the hire shop and your insurance company.
- 22.6 Cancellations/refunds: Once you have booked your equipment, lessons and lift passes, no cancellations refunds or alterations can be accepted. Please note that we cannot refund any part of your pre-booked service should you not use all or part of what has been booked.

23. OUR LIABILITY TO YOU

- 23.1 We accept responsibility for ensuring your holiday is supplied as described in any promotional material subject to your agreement with us and that services offered are of a reasonable standard.
- 23.2 We will not be liable where any failure to perform or improper performance was due to (a) the acts and/or omissions of the person(s) affected or (b) those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or (c) an event which either ourselves or the supplier of the service(s) in question could not have foreseen or avoided even with all due care.
- 23.3 In respect of carriage by air, sea or rail and the provision of accommodation our liability in all cases will be limited as if we were the carrier/accommodation provider within the relevant international convention or EC regulations. It is however a condition of our acceptance of these responsibilities that you notify us of any claim within 28 days of your return from your holiday and that, where any payment is made, the person affected will assign to us or our insurers any rights they may have to sue any third party and to extend to us our full cooperation.
- 23.4 If any client (except where either transport or accommodation only is booked) suffers death, illness or injury whilst overseas arising out of activity which does not form part of the foreign inclusive holiday arrangements nor an excursion arranged through us, we shall, at our discretion, offer advice, guidance and assistance to help you in resolving any claim you have against a third party, provided we are advised of the incident within 90 days of the occurrence. Where legal action is contemplated our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to ourselves. Our costs in respect of the above on behalf of you and your party shall not exceed £5,000 in total.
- 23.5 All points noted above are subject to the "Force Majeure" section where circumstances cannot be foreseen or forewarned.

24. OUR RESPONSIBILITY FOR YOUR HOLIDAY

- 24.1 We have taken all reasonable care to ensure that the services that make up your holiday are provided by reputable suppliers and businesses. These organisations follow local and national regulations and laws of the country in which they operate. However, overseas safety standards often differ from those in the UK and in some instances may not yet meet EC fire safety recommendations. Our obligations in regard to reasonable care and due diligence will be deemed to have been complied with when provision has conformed with local regulation or, in the absence of this, local custom.
- 24.2 The risk of skiing being adversely affected by weather conditions has to be accepted. Where transport is arranged to other resorts the costs will be paid locally by the client. We shall not be liable for any loss, delay or costs connected with, or arising out of, adverse weather conditions, including blocked roads and lengthy airline delays. If, as a result of force majeure, you miss your return departure and extra accommodation is required, we will not be responsible for this cost. We strongly recommend you take insurance at least equal to that suggested by us, which, subject to terms, may cover these instances.
- 24.3 If, due to adverse weather conditions or other circumstances beyond our control, pre-booked ski packs, excursions or tours are not available our liability is limited to a refund of monies paid for such services. No refunds are given for unused portions of the holiday, e.g. journeys, transfers, car hire, empty accommodation, unused ski packs, uneaten

meals. No representative is authorised to make or promise refunds and no such promises will be accepted. Where excursions or services such as ski lessons are provided by a company outside of our agreement, even where such excursions or services are sold through our representative or a supplier, we will have no liability for these. We act as an agent for such services and would be happy to provide their conditions of booking on request.

25. RESPONSIBILITIES OF THE GROUP LEADER

The group leader accepts responsibility for the good conduct of all participants. Furthermore it is the group leader's responsibility specifically to ensure that:

- 25.1 Under 18 years olds will not be permitted entrance into any Transition venues or served alcohol.
- 25.2 All local laws, including those relating to the consumption of alcohol, are at all times obeyed. No participant smokes in a hotel bedroom or apartments, or on board any public / private transport or in any way causes a fire hazard or contravenes the local smoking laws.
- 25.3 Participants 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.
- 25.4 The group leader is responsible for any damage or loss caused which must be paid at the time direct to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claim subsequently made against us as a result as well as our own and the supplier's legal costs.
- 25.5 If the behaviour of any member of any group is causing or is considered likely to cause offence, danger, damage to property and/or distress to others, we reserve the right at all times, without prior notice, to terminate the holiday of the person(s) concerned or, at our discretion, that of the whole group. If, for example any coach driver, accommodation owner or manager, or senior member of our staff, considers that the behaviour is unacceptable they are authorised to terminate a booking wherever and whenever necessary and require the person(s) to leave the accommodation or property. In this situation, we will have no further responsibility to award 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 termination.
- 25.6 Cancellation charges will apply in all instances.

26. YOUR CONDUCT

- 26.1 We reserve the right to refuse to accept you as a customer or to continue dealing with you if your behaviour affects or threatens to affect other travellers or is threatening, disruptive or abusive towards our staff either in the UK or abroad (this includes on the telephone or in writing).
- 26.2 If any of those in charge of operating our holidays such as flight staff, coach drivers or our resort staff consider you or any of your party to be disruptive, they can refuse to allow you to proceed with your travel arrangements. If this means you are prevented from boarding your outbound flight, we will consider your booking cancelled and the appropriate cancellation charges will apply.
- 26.3 If you have incurred damages then we reserve the right to withhold your wristband and/or accommodation key until full reimbursement for the damages has been made.
- 26.4 Any group / parents bringing minors to the festival, are responsible for the minor's behaviour, and will be held jointly accountable for any indiscretion.
- 26.5 You will become responsible for sourcing your own accommodation and flight home including alternative arrangements for those who will not travel without you. In any of these circumstances no refunds will be made or compensation paid. We may also make a claim against you (and/or instigate criminal proceedings) if your behaviour has resulted in additional costs to us.

27. OTHER GUESTS

- 27.1 We will not hold the details of non-Transition guests that may be booked into your accommodation or of any events such as conferences or sporting events. We have no control over the behaviour of other guests and our reps will assist wherever possible if the behaviour of another guest is considered disruptive.

28. DEALING WITH PROBLEMS

If you have a complaint:

- 28.1 If a complaint arises you should report it as quickly as possible to our representative or agent and the supplier 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.
- 28.2 Part of this reporting procedure is that you complete a form in resort so all parties are clear on the precise nature of the issues involved. It is an express condition of your Agreement that this simple procedure is followed. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.
- 28.3 If you are still dissatisfied we ask that you write to us giving details of your complaint. We do not automatically follow up a report made in resort as in many cases these are resolved. We do not issue refunds in resort as we feel it is

important that all the relevant information is gathered in fairness to all involved. Our Representatives are not authorised to promise or make payments or to vary the terms, conditions or information as noted in these terms and Conditions.

28.4 If any problem has not been resolved to your satisfaction, once we received written details in resort and in our office we will investigate it and do what we can as soon as you bring it to our attention.

28.5 All written correspondence to our Manchester office is acknowledged and we will reply within 28 days.

28.6 If we have not been able to finish our investigation after 28 days we will write to you advising you as to our progress.

29. OUR ASSISTANCE IN RESORT

29.1 If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances as long as the following requirements are met:

- i. You must tell us and the supplier involved whilst you are in resort and write to us within 28 days of your return from holiday.
- ii. You must make a claim under your insurance policy's legal expenses section (or other if appropriate), send us proof of this claim and repay us the money to cover our expenses if and when your claim is successful.

30. YOUR LOST PROPERTY

30.1 Whilst we do everything possible to locate lost property, we cannot guarantee to do so or to be able to arrange for your property to be returned. Clients will need to contact our Manchester office. If we are able to locate lost property it will be stored at our Head Office for 3 months on return from the event and we can arrange for its return with proof of owner, all costs of so doing must be paid in advance along with an administration charge.

30.2 We cannot be held responsible for lost property whilst in transit to the UK howsoever this is arranged. We reserve the right to increase the administration charge for the return of lost property for bulky items with special dispatch costs.

30.3 Any property lost in resort or in venues will be handed in at customer service located at The Church in Avoriaz, you will need to report lost or stolen property to a member of staff in resort, if we are not in receipt we will log information and provide a report, you will also need to get a police report, without this documentations, if you were to process a claim the application would be void.

31. YOUR DATA PROTECTION

31.1 We are committed to protecting your privacy. We may disclose your details such as name, contact details, travel preferences and special needs/diets that you have supplied to us in relation to yourself and your travelling companions to our suppliers for the purposes of providing you with our services. Only the information necessary for these purposes will be supplied to them.

31.2 The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them or required by law. Security regulations may require us to provide government agencies access to data you disclose to us and the air carrier.

31.3 Where your holiday is outside of the European Economic Area (EEA) controls on data protection may not be as they are in this country. If we cannot pass this information to the relevant suppliers, we cannot provide your booking.

31.4 Therefore, in making a booking with us, you consent to this information being passed to the relevant persons. We do not pass information on to any person not responsible for your holiday arrangement, and we do not sell any information or our mailing list to any other company. Please note that where your information is held by your travel agent this is subject to their data protection policy.

31.5 We do not share information for marketing purposes with third parties. We do hold you information for our purposes i.e. to inform you of offers and promotions or to send you our brochures. If you do not wish to receive these please let us know as soon as possible.

31.6 Permitted Use: You agree that you are only authorised to visit, view and to retain a copy of pages of this Site for your own personal use, and that you shall not duplicate, download, publish, modify or otherwise distribute the material on this Site for any purpose other than to review event and promotional information, for personal use, or to purchase e-tickets or merchandise for your personal use, unless otherwise specifically authorised by the Company to do so. You also agree not to deep-link to the site for any purpose, unless specifically authorised by the Company to do so. The content and software on this Site is the property of Transition and/or its partner agents. We post a legal notice and various credits on pages of the Site, which may not be removed. Please do not remove this notice or these credits, or any additional information contained along with the notices and credits.

31.7 No Commercial Use. No area of this Site may be used by our visitors for any commercial purposes such as to conduct sales or to provide services of any kind. You must obtain prior written consent from the Company to make commercial offers of any kind, whether by advertising, solicitations, links, or any other form of communication. We will investigate

and take appropriate legal action against anyone who infringes and/or violates this provision, including without limitation, removing the offending communication from the Site and barring such violators from use of the Site. We reserve the right to block access to, or cancel an e-ticket order/s on any User known or reasonably believed to be associated with any ticket broker or tout, or utilising automated means to process or place orders, or re-selling orders which have been made on the Site for commercial gain in any manner whatsoever.

- 31.8 Access and Interference: You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained thereon or for any other unauthorised purpose without the Company's prior express written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for your own personal, non-commercial use) from our website without the prior express written permission of the Company.
- 31.9 Unauthorised Use of the Site. Illegal and/or unauthorised uses of the Site, including, but not limited to, unauthorised sales, unauthorised framing of or linking to the Site, or unauthorised use of any robot, spider or other automated device on the site, will be investigated and appropriate legal action will be taken, including without limitation civil, criminal and injunctive redress. Any unauthorised use of the Site will result in legal action being taken.
- 31.10 In choosing to attend the festival with professional photography and filming present taking place at all times, it is the responsibility of the customer to let us know prior to the event if you would not like to be filmed or photographed. All attendees of the festival are subject to this and the rights to all of our photography are owned by Transition, to use for marketing purposes as we see fit.

32. VISITING EXTERNAL WEBSITES

- 32.1 HTML website links contained in www.transitionsnow.com may enable you to "click through" to other websites providing services which are not under our control.
- 32.2 We are not responsible or in any way liable for the content of such linked sites e.g. budget airline carriers.
- 32.3 The content of any external websites is, in no way an endorsement of the services provided or opinions expressed by us.
- 32.4 As external sites to www.transitionsnow.com, we do not guarantee that these links will be operational for any specific period and has no control over the availability, pricing and overall content of any such linked website pages.
- 32.5 Should any services be purchased from any linked external linked website pages, it is essential you read and understand any relevant terms and conditions associated with your purchase from such a website and, that by making such a purchase, you agree to be bound by these noted terms and conditions from such an external website.
- 32.6 We will not, in any event, be responsible or liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of, data or profits arising out of or in connection with the use www.transitionsnow.com of any external websites therein listed.
- 32.7 In no event will we be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of, data or profits arising out of or in connection with the use of www.transitionsnow.com

33. PHOTOGRAPHY AND VIDEO

- 33.1 In part consideration of receiving our services you grant us permission to use any photographs or video images featuring you, without limitations, in any of our literature including but not limited to web sites, brochures, flyers, in their original format or edited or altered in any way that we seems appropriate

34. OUR EVENT LINE-UP AND EVENT PROGRAMMING

- 34.1 We reserve the right to change or alter the advertised programme and line-up of all activities without prior notification or liability to refund or part refund existing customers.

35. UPDATES OF THE TERMS AND CONDITIONS

- 35.1 The above Terms and Conditions were last updated in October 2015.
- 35.2 We may be duty bound to update and amend these terms and conditions where deemed necessary. No notice will be given as to any revisions of the terms and conditions. We recommend that anyone bound by any of these terms and conditions ensures they are aware of any updates by viewing the terms and conditions on a regular basis.