
Freedom Snowsports LTD TERMS AND CONDITIONS OF BOOKING

Please read these terms and conditions before making a booking, by making the booking with us you agree to the terms and conditions listed below. Please refer to our website for a description of the products referred to in these terms and conditions.

In these Booking Conditions, references to "you" and "your" include the first named person on the booking confirmation or invoice, and all persons on whose behalf a booking is made. ("we" or "us") refers to Freedom Snowsports LTD and its representatives.

Payment and lesson bookings

You must pay for any tuition before the start of the lesson by:

1. Payment by credit or debit card using the payment links provided in your booking;
2. By telephoning us on +441233800811
3. BACS Transfer (cleared payment must be received 24hrs before the start of the lesson)

We have no responsibility or liability to you for payments made by any other means. We accept no responsibility for any payments made directly to instructors.

General Terms

All prices quoted by us and paid for by you, are for instruction only.

You must arrange and pay for separately, all other potential costs connected with the lesson, for example; any equipment hire, lift passes, accommodation and insurance.

Please make sure that you check your booking confirmation SMS and/or E Mail, or with us, where you need to meet your instructor for the lesson. It is up to you (the client) to make sure that you are in the right place at the right time for the lesson(s) you have booked. Any delays to the start time cannot be refunded or compensated for at the end of the scheduled lesson.



All persons who use our services must always act in a safe and appropriate manner, both on and off the snow. We reserve the right to remove and exclude anyone from lessons without warning (and without giving any reason at the time) to those who are not adhering to relevant safety guidelines and/or directions from instructors. This can be expected where you are in any way endangering yourself or others, where the experience of other participants is being adversely affected, where physical or verbal abuse of any other person is evident or suspected, and whether or not you believe exclusion is acceptable or not. Any costs cannot be refunded or compensated for.

You must notify Freedom Snowsports Ltd or your instructor of any matters which affect your ability to receive tuition, e.g. health conditions.

The terms and conditions herein are governed by the laws of England and Wales and all parties hereby consent to the exclusive jurisdiction of the English courts.

Instructors/guides

We only use suitably qualified, experienced and professional instructors to deliver our products. All our instructors and guides are self-employed and deliver for us under their self-employed status. All are fully qualified to work in France.

Insurance

We recommend that you and each participant in the lesson, are adequately covered for the following:

- Personal Liability
- Third Party Liability
- Medical expenses
- Cancellation losses
- Search & Rescue costs (can be purchased with your lift pass)
- Breakage or theft of equipment
- Un-used ski lift passes

We do not provide insurance and accidents can happen on the mountain which will require either insurance or immediate payment.

If you are booking an off piste course or lesson, please ensure you have a policy that covers skiing/snowboarding off piste with a qualified instructor/guide. This includes where you have requested skiing/guiding outside of the Ski Resort Domain.

All of our Instructors hold Civil Liability Insurance.



Private Lessons

We will accommodate up to a maximum of 6 people in a Private Lesson. It is entirely up to the group and the instructor as to how this time is used, and whether all participants ski at once or separately.

It is the responsibility of the person making the booking to ensure all participants and levels of ability are appropriate for the lesson booked.

Children booking into private lessons need to be a minimum of 5 years old, unless agreed with us at the time of booking.

In the case of lessons where differing abilities exist, the Instructor will work with the participants to optimise the lesson, however as a general rule the lesson will progress at the rate which ensures safety and comfort to all levels.

Private Lesson participants can be amended by the customer, up until the start of the lesson. Any changes during the lesson should be notified directly to your instructor.

Instructors will wait a maximum of 45 minutes for clients to arrive at the designated meeting point. If a client is late the lesson will still end at the scheduled time.

We will not issue any refund for unused lessons due to clients' late arrival, illness, accident, or other cause outside of our control.

Group lessons

A full description of each lesson type and level is available on our website. It is your responsibility to make sure that you book all participants into the correct level and lesson type.

Children booking into group lessons need to be a minimum of 5 years old (maximum of 15yrs old, except for academy sessions. Except for where the minimum and/or maximum age is specified in the product or service by Freedom Snowsports LTD.

If we believe that incorrect information has been provided regarding the age or level of a participant, we will try to move them to an available space in an appropriate group. If we do not have the space, or appropriate availability to move them to another lesson, we reserve the right to exclude them from the lesson without refund or compensation.

We need a minimum of 4 people per lesson to run a group. If you are the only person who has booked onto a group lesson you will be notified, by telephone or by email, no later than 3 days before the lesson



is due to take place. If there are still less than the minimum number required in the group (as stated above) by the time it is due to take place, you will be offered a refund, re-schedule, or exchange for a service at an equal value.

Group lessons will not wait beyond the designated start time for late arrivals and you are responsible for ensuring your booked participant is at the designated meeting point at the designated start time.

Freedom Snowsports LTD aim to keep a maximum of 8 people per group when taking bookings, at the commencement of your lessons your ability levels are checked and if necessary we will move people around so everyone is in the right group to ensure smooth running of the lessons. Accordingly, we may have to alter group sizes; this may mean that groups sometimes go to 10. Outside of normal peak weeks (Christmas, New Year, Easter and Half Term) we may set up children's groups if there is demand. In this instance we will require a minimum of 4 children for each group. The number of children is subject to the discretion of Freedom Snowsports LTD.

If We Change or Cancel your booking

We reserve the right to amend the lesson booking i.e. designated instructor, meeting point and/or time. If this occurs we will always advise you in advance of the lesson.

If we cancel a lesson for whatever reason the lesson will be rearranged where possible, or exchanged for alternative lessons, or refunded (in that order). Freedom Snowsports Ltd cannot be held liable for any costs outside of the cost of the lesson(s) being cancelled.

If You Change or Cancel Your Booking

In the event of you needing to change any aspect of the booking, we will endeavour but cannot guarantee to accommodate such requests; including changes in date, change to type of lesson, change of instructor, change of location, change of date and/or change of time. Please contact us at info@freedomsnowsports.com or by calling us on +441233800811.

You are advised that changes may not be possible particularly during peak season and we reserve the right to charge an additional administration fee for changes made in the 24 hours prior to the lesson.

In the event of cancellation by you for whatever reason, reimbursement will be calculated as follows:

- More than 8 Weeks: 100% of lesson price refunded.
- 3-8 Weeks: 75% of lesson price refunded.
- 2-3 Weeks: 50% of lesson price refunded.
- 2 Weeks or less: No Refund.



Any changes/amendments/cancellations that result in a refund either partial or full, will be subject to the a £20 admin fee, which will be deducted from the refund value before payment is made back to you.

Transferability of lessons

You cannot sell lessons that have been purchased in your name to any other person.

You may transfer your lessons to be taken by another person having pre-arranged the suitability of this directly with Freedom Snowsports LTD. If the transfer of a lesson to another person is deemed unsuitable. The transfer will not be made.

In any case, the responsibilities laid out in these terms will remain to apply to you. For example, if the person whom the lesson is being transferred to, does not attend, this is your responsibility. Freedom Snowsports LTD will accept no liability for any reason and will not issue any refund.

Photography and Videography

During your lessons Freedom Snowsports Ltd may take photos of any attendees, over or under the age of 18 while in the mountain environment. Our instructors also use photography and videography in order to aid instructional purposes and enhance our provision to you.

We take pictures and videos of our all our lessons and groups before, during, and at the end. Also at any certificate presentation we may deliver. These pictures may be put on our website or online assets. And may also be used in other marketing activity. We will verbally ask for your consent at the time, if you do not wish photography or footage of you or your children to be used in this way please tell us when asked, and then please also notify us of that in writing.

Fraud prevention

Your lessons are only valid if they're purchased directly with us or via one of our designated Agency Partners. If your lessons have been purchased through any other source contact us immediately on +441233800811. In the event that some or all of your lessons were not purchased in accordance with these terms, Freedom Snowsports LTD reserves the right to suspend these lessons with immediate effect. An investigation will then be conducted by Freedom Snowsports LTD to check the validity of the purchase. Where the results of the investigation determine that the lessons aren't valid, they won't be provided to you and Freedom Snowsports LTD will have no liability in these circumstances.



Limitation of Liability

Freedom Snowsports LTD is not liable or responsible for any act or omission of the Instructor/Guide.

Freedom Snowsports LTD and/or your Instructor cannot be held responsible for things outside of their control, for example; bad weather, snow conditions, piste conditions, lift closure, resort opening times, falls, accidents, collisions, injury, illness etc. In these circumstances we will not give a refund, but will provide a letter for the client's insurance company.

Freedom Snowsports LTD and/or your instructor, are not liable to you for any loss or damage caused where, and to the extent that:

- There is no breach of a legal duty owed to you by your instructor by following professional code of practice, and/or Freedom Snowsports LTD by following these terms and conditions;
 - Such loss or damage is not a reasonably foreseeable result of such a breach
 - Any such loss or damage, or increase in loss or damage, results from any breach or omission by you; for example, non-disclosure of health conditions.

Your instructor, and Freedom Snowsports LTD shall not, in any event, be liable for losses relating to any business interest you may have including, without limitation, lost profits, lost earnings, loss of opportunity or business or business interruption.

Nothing in these terms and conditions will affect any statutory rights you may have as a consumer.

If you have a complaint

In the event of any problem arising during the lesson, you should try to resolve this with your instructor in the first instance. If your instructor is unable to resolve the issue please contact us at info@freedomsnowsports.com or by telephone on +441233800811.

We will ensure your complaint is reviewed within 48 hours of receipt and a response given to you thereafter.

Where Freedom Snowsports LTD isn't able to resolve your complaint in this timescale we will advise you.

We'll be happy to investigate further until the matter is resolved. We may require evidence of any financial transactions, lesson times, location, mountain areas, lesson context, and lesson content before we're able to investigate. You should therefore record this on the same day as the lesson in question.



Collection and use of data

Your personal details, including but not limited to your full name, email address, and phone number will be taken at the time of booking in order process your order, and to communicate directly with you. Booking confirmations, and reminders will be sent via a number of methods including email, sms, or telephone. Which will contain your booking details, timings, meeting point, instructor name, and contact numbers. We will also use any email addresses supplied at the time of booking to add to our mailing list. You can unsubscribe or opt out of receiving marketing email communications from us by using the unsubscribe links contained at the bottom of such emails. If you use our booking system to request email notifications of availability changes during a specified date period, our system will send to you email notifications of any such availability changes. Once your chosen date period is in the past, your email notification request will cease automatically.

We will not supply your email address, or any other personal details to third parties or suppliers for resale or marketing purposes.

We will use your personal data for the purpose(s) for which you've provided it. It may also be used for marketing, research and statistical purposes.

Your data may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules, codes, or laws.

By providing us with your personal data and contact details, you consent to the use of that data and to you being contacted by us by post, telephone, email, SMS or other electronic means, to inform you about products and services which might be of interest. You can contact us on the details above at any time to suppress some or all marketing of our products.

For further information on how we use personal data, please see our full privacy policy - <https://www.book.ski/freedom-snowsports-ltd-website-privacy-policy.pdf>

