
Freedom Snowsports TERMS AND CONDITIONS OF BOOKING

Applicable for all bookings made from 2017 onwards.

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.

All prices quoted by us and paid for by you, are for instruction only. We do not insure our clients. You must arrange and pay for separately, all other potential costs connected with the lesson, for example but not limited to, any equipment hire, lift passes, accommodation and insurance.

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 and its representatives.

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.

General Terms

If we believe that incorrect information has been provided regarding the age or level of a child or adult, we will try to move them to an available space. 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. Please make sure that you check our website, or with your tour operator, 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 lesson.

Freedom Snowsports cannot be held responsible for things outside of its control, for example but not limited to, bad weather, snow conditions, piste conditions, lift closure, resort opening times, falls, accidents, collisions, etc. If Freedom Snowsports are unable to provide services due to something outside of its control, Freedom Snowsports will not give a refund, but will provide a letter for the client's insurance company. Freedom Snowsports advise that you have adequate travel insurance to cover such events. Freedom Snowsports cannot be held responsible for any injury, losses or accidents which occur during your lesson or otherwise.

Freedom Snowsports will not issue any refund for unused lessons due to clients' late arrival, illness, accident, or other cause outside of our control. Private lesson instructors will wait 45 minutes for clients to arrive at the designated meeting point. If a client is late the lesson will still end at its scheduled time. Group lessons will not wait. If you wish to re-arrange a lesson this must be requested at least 48hrs prior to the lesson commencement, where we will try to accommodate this, but cannot make any guarantee to be able to do so.



Payment in full is required at the time of booking (unless otherwise arranged). 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.

Cancellation of lessons by us or your instructor

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

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 your instructor. This is entirely at your instructor's discretion, and 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 will accept no liability for any reason and will not issue any refund.

Your instructor

Your instructor is a self-employed franchisee of Freedom Snowsports.

Freedom Snowsports acts as an agent for your instructor in receiving your tuition enquires, bookings, and payments. Where Freedom Snowsports make bookings with, or supplies any information or documentation to you, or processes any payments for your lessons, they act as the agent of your instructor. The contract of tuition is solely between you and your instructor.

You and your instructor are responsible for agreeing all matters relating to ability, content, structure, and location of individual lessons. You must notify your instructor of any matters which affect your ability to receive tuition, e.g. health conditions.

Age requirements for our lessons

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.

Level

A full description of each lesson type and level is available on our website. It is your responsibility to make sure that you book yourself and any others in your party into the correct level and lesson type. Freedom Snowsports or any of its representatives reserve the right to move individuals or groups of individuals to a different level of lesson, or reschedule the lesson if necessary.



Group lessons (Children and Adult, Ski and Snowboard)

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. In certain rare circumstances Freedom Snowsports reserve the right to change your lesson start time, Freedom Snowsports will contact you by any means to inform you if this were to happen.

Freedom Snowsports 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.

Photography and Videography

During your lessons Freedom Snowsports 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. If you do not wish photography or footage of you or your children to be used in this way please tell us in writing before the lesson.

Payment and lesson bookings

You must pay for any tuition at least 24 hours before the start of the lesson by:

1. Payment by credit or debit card online - <https://www.book.ski/contact/>
2. By telephoning Freedom Snowsports on +441233800811
3. BACS Transfer (cleared payment must be received 24hrs before the start of the lesson)

Freedom Snowsports has no responsibility or liability to you for payments made by any other means. Freedom Snowsports accepts no responsibility for any payments made directly to instructors.

Fraud prevention

Your lessons are only valid if they're purchased through the channels outlined in the 'Payment and lesson bookings' section above. If your lessons have been purchased through another source contact us immediately on +441233800811. In the event that some or all of your lessons weren't purchased in accordance with these terms, Freedom Snowsports reserves the right to suspend these lessons with immediate effect. An investigation will then be conducted by Freedom Snowsports 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 will have no liability in these circumstances.



Limitation of liability

Your instructor, and Freedom Snowsports aren't liable to you for any loss or damage caused where, and to the extent that:

- There's no breach of a legal duty owed to you by your instructor, Freedom Snowsports;
- 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;
- any such loss or damage results from circumstances or matters outside of the reasonable control of your instructor, or Freedom Snowsports.

Your instructor, and Freedom Snowsports 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.

You're reminded that Freedom Snowsports are not parties to the contract of tuition itself, which is between you and your instructor. This doesn't affect any liability that Freedom Snowsports may have for any loss or damage you may incur which is caused directly as a result of any breach (including negligence) by it or them of any legal duty owed by it or them to you.

Nothing in these Ts&Cs will affect any statutory rights you may have as a consumer.

Third Party & Civil Liability Insurance

Your instructor will carry the appropriate civil liability insurance.

Customer care and complaints

Your contract is between you and your instructor.

In the event of any problem arising, you should resolve this with your instructor immediately, in the first instance. We recommend you don't take any further lessons with that instructor until the matter is resolved. Another instructor can be allocated upon request, at the discretion of Freedom Snowsports, and subject to availability.

If you have any concerns or complaints about any part of your tuition which can't be resolved directly with your instructor, contact Freedom Snowsports on +441233800811. Where Freedom Snowsports isn't able to resolve your complaint. In the unlikely event that you're unable to reach a satisfactory conclusion, we'll be happy to investigate further until the matter is resolved. We'll 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.

Call: +441233800811

Email: info@book.ski

Collection and use of data

Your personal details, including but not limited to your 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 time of booking to add to our mailing list. You can opt out of receiving email communications from us by using the links to unsubscribe or opt-out at the bottom of our email correspondence.

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 Freedom Snowsports 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 Freedom Snowsports 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>

