

Booking Form, Schedule and Terms and Conditions

Client Information

Full Name:	
Date of Birth:	
Address:	
Contact number:	
Email:	
Other:	

PLEASE CONFIRM YOU HAVE READ THE ATTACHED TERMS AND CONDITIONS:

PLEASE CONFIRM YOU HAVE COMPREHENSIVE WINTER SPORTS INSURANCE TO COVER RESCUE:

PLEASE INITIAL THE ATTACHED SCHEDULE IS CORRECT:

We strongly recommend taking our insurance before you travel and ski. We are affiliated to MPI Brokers, that will ensure you have the correct level of cover we expect in a good insurance policy at competitive prices. For your online discount and quick quote please visit <http://retail.mpibrokers.com/pinnacle-ski> or call 01428-664265 and mention Pinnacle Ski.

*Occasionally we use photos and videos taken on our sessions for publication on social media and our website. If you **do not** want this to happen please sign below:*

Terms and Conditions

These are the terms & conditions referred to in the attached Schedule which form the basis of the contract between Us, Pinnacle Ski Limited, and You, the client named in the attached Schedule.

1. DEFINITIONS

In these terms and conditions the following words and terms shall have the following meanings:

Acceptance Date shall have the meaning given to it in clause 2.2.

This agreement means the Schedule and these terms and conditions;

Fees means the fees payable by the Client set out in the Schedule;

Instructor means an instructor provided by Us to provide the Services;

Meeting Point means the location at which the Instructor and the Client shall meet at the start of a Session as set out in the Schedule;

The Schedule means the schedule to which these terms and conditions are attached which forms part of this Agreement;

The Services means the provision of ski instruction at (a) Sessions more particularly detailed in the Schedule;

Session means a ski instruction session details of which are set out in the Schedule:

Session Date means the date on which a Session is to take place as set out in the Schedule;

We means Pinnacle Ski Limited, a company incorporated in England with company number 11328456 and whose registered office is situated at The Old Rectory, Church Street, Weybridge, Surrey, KT13 8DE. Other contact details are provided in the Schedule.

You means the client named in the Schedule together with your contact details. You agree We may contact you using any of Your contact details set out in the Schedule.

2. BOOKING SESSIONS AND YOUR RIGHT TO CANCEL

2.1 In order to book (a) Session(s), You must sign the Schedule confirming the details of the Session and return one copy of the Schedule to Us.

2.2 We will provide you in person or by email with a copy of the Schedule signed by Us, together with these terms and conditions. At that time (Acceptance Date), this Agreement shall become legally binding on both Us and You (subject to your rights to cancel).

- 2.3 You may cancel (a) Session(s) without penalty within 14 days of the Acceptance Date or if the Acceptance Date is less than 14 days before a Session, then prior to the start of the Session. You may not cancel a Session once the Session has started.
- 2.4 The terms of the contract between Us and You are set out in the Schedule and these terms and conditions, a copy of which will be annexed to the Schedule.

3. SESSIONS

- 3.1 We shall provide Ski instruction at the Session(s) specified in the Schedule. The Schedule sets out the date and time of the Session, the Meeting Point at which the Session will commence, the Instructor nominated to lead the Session and the number and ages of the persons in the Client's group, if there is more than one person in the Client's group.
- 3.2 If the Instructor nominated in the Schedule is unable for reasons beyond Our control to lead a Session, then We shall use our best endeavors to allocate another Instructor to lead the Sessions and will give You as much notice as possible of any such change. A change of Instructor shall not entitle You to Cancel the Session and claim a refund of the Fees. If We are unable to allocate another Instructor such that the Session has to be cancelled, then You may either:
- (a) rebook another Session on a date and at a time convenient to both parties; or
 - (b) request a refund of the Fees less than 10% non-refundable deposit.
- 3.3 If You do not turn up at the Meeting Point within 60 minutes of the start time of the Session, the Instructor shall be entitled to assume that You do not wish to proceed with the Session. You shall not be entitled to a refund of the Fees.
- 3.4 If, in the opinion of the Instructor in his absolute discretion, the weather or skiing conditions at the Meeting Point are unsuitable for the Instructor to proceed with a Session at that location, the Instructor shall attempt to find another location where conditions are suitable for the Session to proceed or to postpone the Session until such time as conditions improve sufficiently. If the Session has to be cancelled because the Instructor is unable to find a suitable alternative location or to lead a postponed Session, then You may either:
- (a) rebook another Session on a date and at a time convenient to both parties; or
 - (b) request a refund of the Fees less the 10% non-refundable deposit.

Pinnacle Ski Ltd

4. OUR OBLIGATIONS

4.1 Provided the Fees are paid in full and You have obtained insurance in accordance with clause 5.1, We shall:

- (a) provide the Services set out in the Schedule;
- (b) provide the Services with all due care, skill and attention;
- (c) engage only fully qualified ski instructors to provide the Services.

We cannot make any promises as to how much Your skiing will improve during our Sessions or over a course of Sessions.

4.2 In providing the Services, the instructor shall place the welfare and safety of You and any member of the Your group as his foremost priority. In doing so, the Instructor shall have the final decision with regards to all matters during the Session and in particular relating to the safety of You and members of the Your group, including:

- (a) the suitability of the weather and snow conditions for skiing;
 - (b) the difficulty of the pistes or off-piste areas on or in which to ski;
- and in doing so shall take into account the age, ability and experience of You and other member of Your group.

4.3 The Instructor may in his discretion change any aspect of the Session as set out in the Schedule in the interests of ensuring the safety of You and any member of the Your group.

5. YOUR RESPONSIBILITIES

5.1 It is a condition of this agreement that You take out appropriate travel insurance covering You and all members of Your group to include cover for the costs of emergency removal from the slopes, emergency medical cover and repatriation in the event of injury, and for third party injury.

5.2 You will be required to provide evidence that You have obtained insurance in accordance with the requirements of clause 5.1. If You fail to provide evidence that You have obtained the required insurance, then You will be considered to have cancelled the Session and You will not be entitled to a refund of Fees.

5.3 You acknowledge that skiing is an inherently dangerous sport and that skiers are liable to an increased risk of death or personal injury on the slopes. Accordingly You will, and will make sure that all members of Your group will:-

- (a) listen carefully to the Instructor's instructions;
- (b) make every effort to follow the Instructor's instructions;

- (c) accept the Instructors' decisions as final, particularly insofar as they relate to safety.
- 5.4 If You or any of member of Your group fails to follow the Instructor's instructions or refuses to accept the Instructor's decisions, then the Instructor may terminate the Session or require an individual to leave the Session without refund or rebate of the Fees.

6. FEES AND PAYMENT SCHEDULE

- 6.1 We shall raise an invoice for the Fees on the Acceptance Date, which shall be payable as follows:
- (a) 10% shall be payable 14 days after the Acceptance Date as a non-refundable deposit, unless the (first) Session Date is less than 6 weeks after the Acceptance Date, in which event it shall be payable immediately;
 - (b) 40% shall be payable 6 weeks before the Session Date, or if more than one Session is booked, the first Session Date unless the (first) Session Date is less than 6 weeks after the Acceptance Date, in which event it shall be payable immediately; and
 - (c) 50% shall payable 2 weeks before the Session Date, or if more than one Session is booked, the first Session Date unless the (first) Session Date is less than 2 weeks after the Acceptance Date, in which event it shall be payable immediately.
- 6.2 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of HSBC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 6.3 If You do not pay the final installment payable in accordance with clause 6.1(c) at least 7 days before the (first) Session Date, We may cancel the Session(s) on the grounds You have breached this Agreement and We shall be entitled to the cancellation fees set out in clause 7.2.

7. CANCELLATION

- 7.1 You acknowledge that We will incur costs in advance of the Session and that the later a Session is cancelled, the more difficult it will be for Us to rebook that Session with another client. You accept that the cancellation and postponement charges set out in this clause 7 are a genuine pre-

estimate of the losses which We will suffer if a Session is cancelled for any reason by You or by Us in the event You breach this Agreement.

- 7.2 If You cancel (a) Session(s) for any reason, or We cancel (a) Session(s) You have breached this Agreement, You will pay to us immediately a cancellation fee (**Cancellation Fee**) equal to the following amounts:
- (a) if cancelled more than 6 weeks before the Session Date, 10% of the Fees;
 - (b) if cancelled more than 2 weeks but no more than 6 weeks before the Session Date, 50% of the Fees; and
 - (c) if cancelled 2 weeks or less before the Session Date, 100% of the Fees
- 7.3 If You have paid some or all of the Fees before (a) Session(s) is/are cancelled, We shall reduce the amount of the Cancellation Fee by the amount You have already paid.
- 7.4 If We book a session with another client (**Rebooked Session**) in lieu of the Session which has been cancelled, We will reduce the Cancellation Fee set out in clause 7.2(b) or 7.2 (c) by an amount equal to 50% of the Fees received by Pinnacle Ski from the Rebooked Session subject to a maximum payment of any amounts paid by You pursuant to clauses 6.1(b) and 6.1(c).

8. DATA PROTECTION

We will gather and use personal data about You. We will gather and use such personal data in accordance with the following principles:

- 8.1 We will gather and use only personal data as We need for the purposes of fulfilling our contractual obligations to You.
- 8.2 We will use such personal data solely for the purposes of:
- (a) fulfilling Our contractual obligations to You, which will include engaging in correspondence, by post, email or text;
 - (b) monitoring the way We fulfill Our contractual obligations to You;
 - (c) if You provide your consent, sending out marketing and other materials to You.
- 8.3 We shall retain your personal data only for as long as We need to for legal and insurance purposes.
- 8.4 We will not pass personal data to any third parties save those it has sub-contracted to perform any of its obligations under this Agreement [or in the circumstances set out in its Privacy Policy].

9. COMPLAINTS AND DISPUTES

- 9.1 If You have any reason to complain about the Services We provide to You or any other aspect of your relationship with Us, then You should raise your complaint with Us as soon as possible, using Our contact details set out in the Schedule. It would be helpful if You could raise your complaint in writing by letter or email, setting out the basis of Your complaint with as much detail as possible. We will look to acknowledge Your complaint within 24 hours (excluding Saturdays and Sundays) and to try to resolve Your complaint within 7 days of your raising it, if appropriate, by calling You to discuss Your complaint on the phone.
- 9.2 If You are not happy with the way we have resolved your complaint, then You may use alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without You having to go to court. If You are not happy with how we have handled any complaint, You may want to contact the alternative dispute resolution provider we use. If you are not satisfied with the outcome you can still bring legal proceedings.

10. LIMITATION OF LIABILITY

- 10.1 We do not in any way limit Our liability to You or any person in Your Group:
- (a) for death or personal injury caused by Our negligence or the negligence of any of Our Instructors, employees or agents;
 - (b) for fraud or fraudulent misrepresentation;
 - (c) for any losses which are reasonably foreseeable as a result of Our breaching the terms of this Agreement.
- 10.2 We are not liable to You for any losses you may suffer as a result of anything outside of Our control. This includes any money You may lose in relation to equipment hire, lift passes or travel costs as a result of our cancelling a Session due to weather considerations, unavailability of slopes or lifts at the resort or the cancellation by Us of a Session due to the illness or injury of the designated Instructor and the unavailability of an alternative Instructor. We highly recommend that You take out appropriate insurance cover to cover losses arising out of days lost to skiing for whatever reason.
- 10.3 We are not liable to You for any business losses You may suffer.
- 10.4 Your statutory rights are not affected by anything set out in this clause.

11. GENERAL

- 11.1 We may transfer Our rights and obligations under this Agreement to another organisation. We will always tell You in writing if this happens and We will ensure that the transfer will not affect Your rights under this Agreement.
- 11.2 You may only transfer Your rights or your obligations under these terms to another person if We agree to this in writing.
- 11.3 This contract is between You and Us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 11.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 11.5 This Agreement is governed by English law and You can bring legal proceedings in respect of the Services in the English courts. If You live in Scotland You can bring legal proceedings in respect of the Service in either the Scottish or the English courts. If You live in Northern Ireland You can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

Schedule

We: Pinnacle Ski Limited.

Address for correspondence:

Contact:

Telephone number:

Email:

You:

Address for correspondence:

Contact:

Telephone number:

Email:

Description of Session(s):

Session Date(s) and times:

Meeting Point:

Other members of group (names and ages):

Nominated Instructor:

Other information:

We, Pinnacle Ski, agree to provide you with the Ski Instruction to you and the other members of Your group as set out in this Schedule. We will do so in accordance with the attached terms and conditions, which, together with this Schedule, form the contract between us.

You confirm that you have carefully read the terms and conditions and you accept these. You should pay particular attention to the requirement to obtain appropriate insurance as set out in clause 5.1 and that you understand the financial implications of cancelling this Agreement set out in clause 7.

Signed:

Signed:

Print name:

For Pinnacle Ski Limited

Print name:

CLIENT

Date:

Pinnacle Ski Ltd

www.pinnacle-ski.com | +44 (0) 7990598622 | christian@pinnacle-ski.com

Registered Office: The Old Rectory, Church Street, Weybridge, Surrey KT13 8DE

Reg company no: 1132845

Medical/Health Information and Consent Form

(All information is confidential and is only available to management and rescue services)

Medical History		
Have you had any treatment for the following?	YES	NO
Diabetes		
Asthma		
Migraine		
Bone/joint disease		
Learning difficulties		
Fits, convulsions or epilepsy		
Food or medicinal allergies		
Previous injuries		
Are you on any medication?		

Other: _____

CONSENT:

I give consent for Management of Pinnacle Ski to give first aid and minor medical treatment.

Name:

Signature:

Date: