



Different Snow

Please read the **General Information** section, which provides clear guidance for all guests travelling with Different Snow or Different Japan.

Also read the **Risk Acknowledgement & Assumption of Risk** section – this makes it clear that skiing is inherently dangerous, off-piste skiing is significantly more dangerous than piste skiing, guides reduce risk but do not eliminate it, participation is voluntary, as a customer you accept these risks and that you must insure yourselves appropriately.

You must also ensure that you have read the **Booking Terms & Conditions**, which forms the contract which exists between yourself and Different Snow. This contract is in place once a payment has been received by Different Snow and Different Snow have issued a confirmation invoice to 'you', itemising all the travel arrangements booked.

These General Information, Assumption of Risk & Booking Conditions can be accessed by a link clearly included in the itinerary proposal you received prior to booking and is also available on the website www.differentsnow.com

General Information

Passport & visa information for British, USA & Canadian citizens

As it stands (as of June 2026), you do not require a visa to enter Japan if you are travelling on a UK passport and you are also a British, USA or Canadian Citizen. Under the single-entry regulation, British, American and Canadian tourists can remain in Japan for up to 30 days, but this tourist visa is valid for a period of up to 90 days. However, you must hold a passport which is valid for at least six months following the return date of your trip.

For all other nationalities / passport holders it is your responsibility to ensure you have the correct documentation and visa stamp(s) for all sectors of your journey. Failure or inability to obtain all required visas for whatever reason does not entitle you to cancel without paying the applicable cancellation charges.

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such

documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty, costs or expenses being imposed on or incurred by us, you will be responsible for reimbursing us accordingly.

Government travel advice

The Foreign and Commonwealth Office (FCO) Travel Advice Unit monitors all overseas destinations and offers advice to British citizens. In order to be fully informed of safety issues, crime rates, political stability and local customs you can view the advice at <https://www.gov.uk/foreign-travel-advice>

We monitor FCO advice carefully and on occasion may be required to cancel trips, re-route itineraries or make other changes to trips based on the warnings given. Any decision will always be taken in the interests of your safety and security and will be communicated fully with you.

The UK Foreign, Commonwealth and Development Office publishes regularly updated travel information on its website www.gov.uk/foreign-travel-advice which you are recommended to consult before booking and in good time before departure. We act in accordance with this advice and will cancel your holiday where, at the time of travel, the FCDO advises against all travel or all but essential travel to the country or region you are visiting and we are unable to offer suitable alternative arrangements which are acceptable to you.

Travel insurance

It is advisable to take out your travel insurance at the time of booking your trip as cover will commence for predeparture cancellation from the policy issue date. This will therefore provide cover should you have to cancel your trip for an insured reason such as illness or serious accident. We strongly recommend that you and all members of your party are adequately insured, providing financial protection against unforeseen circumstances. Cover should include medical expenses, as well as repatriation, in the event of accident or illness. In addition, we strongly recommend that you have cover for personal belongings, delay at your outward or homeward point of departure, personal liability, overseas legal expenses and cancellation.

Because this is likely to be a ski holiday, you should also make sure that your policy covers winter sports in Japan, including any off-piste skiing if that is what you intend to do. Please ensure you read the policy conditions and exclusions, which may strictly stipulate what you are insured to do on the ski mountain and the level of cover provided.

Once you have a travel insurance policy in place, please let Different Snow know who your insurance company is and your policy number, this information is requested on the Client Information form. Having this information enables us to support you should an emergency situation arise.

Special dietary requirements

Special diets should be notified to Different Snow in advance of travel, ideally by email; however, it is not always possible to expect special diets to be catered for in Japan. We will advise the hotels, ryokans and airlines of your request but we cannot guarantee their availability.

If you have an airborne nut allergy you must make us aware at the time of booking as most airlines require this information in advance of travel. Please note that all special meals for flights must be requested at least 48 hours in advance.

Travelling with children

If travelling with a child and only one parent is present, please be aware that you must have the permission of everyone with parental responsibility before that child can be taken abroad. You automatically have parental responsibility if you're the child's mother, but you still need the permission of anyone else with parental responsibility before you take the child abroad. A letter from the person with parental responsibility for the child is usually enough to show you've got permission to take them abroad. You might be asked for the letter at a UK or foreign border. The letter should include the other person's contact details and details about the trip.

Flights

Flight routing

The difference between a direct flight and a non-stop flight can cause confusion. To clarify, on a direct flight no change of aircraft is scheduled but touchdowns will be made en route either to refuel or to board or disembark passengers. On non-stop flights no change of aircraft is required, and no stops are made en route. Exact details of your route will be given in your itinerary proposal.

Domestic flights in Japan

Smaller local airlines are more likely to change their schedule at short notice. We will endeavour to inform you of any changes in advance of travelling but this may not always be possible.

Seating

Most airlines now operate one of two main seating policies. The majority offer paid-for seating, with a smaller number maintaining a free-of-charge seating policy; please ask your consultant at Different Snow for details regarding the seating policy of the airline you are booked to travel with. More detail on each type of seating can be found below:

Seat requests

Different Snow will not get involved in seat requests on airlines. And, because seating allocations on flights are totally beyond our control, we accept no liability at all for where and how you are sat on an aircraft – this is between you and the airline, even if Different Snow have booked your tickets. Note that whilst airlines may allow you to make seat requests, they will also not guarantee any such seat reservations. Most airlines now allow you to check-in online 24 hours ahead of travel and select or reconfirm free-of-charge seat reservations at this stage. If seating is important to you and you have been unable to check-in online it is always best to arrive for your flight early.

Paid-for seating requests

The majority of airlines now offer you the opportunity to secure specific seats in advance of travel by paying an additional premium directly to the carrier. In order to do this it is a requirement of the airlines that you have fully paid for your flight ticket. Once a flight ticket is fully paid for amendment charges will apply should you wish to change your arrangements (please see the section entitled The flexibility of flight arrangements, below). Please be aware that, even with paid-for seating, some changes can be made by the airline that are outside of our control and which may affect your paid-for seating. If you do not wish to pay a premium to secure a specific seat you can wait until online check-in opens, usually 24 hours in advance of travel, and reserve a seat at this point.

The flexibility of flight arrangements

If fully flexible flight arrangements are important to you, please let your consultant at Different Snow know at the earliest possible time, via email, in the itinerary quote process so they can include the most appropriate fare for you. We primarily use special 'inclusive tour' fares when we purchase your tickets from the airlines and while these fares are very good value they are inflexible in terms of changes and offer no refunds once the tickets are issued. If your travel consultant uses this type of fare then once your flight is confirmed the airlines will charge an amendment fee or insist on the purchase of a completely new ticket should you wish to make changes.

Frequent flyer clubs

If you collect points through any of the airline frequent flyer clubs and wish to accrue points on your Different Snow holiday, please let your specialist know so that they can choose an appropriate airfare where points can be awarded. Please provide your membership details via email and we will ensure that these are recorded against your flight reservation. If you wish to use your points to purchase flights then you will have to make these arrangements directly with the airline as we are not able to access fares in this way. If you do choose to do this please provide the flight details to your specialist so they can ensure the ground arrangements dovetail with your flights.

Hotel room configuration

There is often confusion over the terminology used for bed arrangements (eg single, double, twin) in hotel rooms, and this can vary considerably in Japan. Indeed, double beds are rare because most couples prefer separate beds in Japan and therefore you may well find yourself in twin room, even if a double room has been requested. If staying in a 'Japanese Style-Room', then there will be no beds, instead you sleep on a futon mattress rolled out on the tatami floor. If you have specific requirements please do make this clear to your Different Snow consultant. We will endeavour to confirm your preferred configuration wherever possible but please note that all rooms are allocated at the discretion of the hotel and cannot be guaranteed.

Cultural differences in Japan

Japan is a country where the attitudes, infrastructure, priorities, lifestyles and cultures are very different from our own. This is the very reason to visit Japan, but certain aspects may be frustrating, disorientating or even stressful. Never getting angry is key, as this is likely to be counter-productive in Japan. Always be polite and a sense of humour can prove invaluable when not understanding what is happening around you, or communicating with hotel staff whose first language is not English.

Health & safety standards

Japan has its own regulations and enforcement levels relating to health and safety standards. Perhaps surprisingly, these do not always match the very high standards we are used to in the UK.

Security

Opportunistic crime, even in Japan, such pick-pocketing and petty theft can happen. Use your common sense when walking around, make use of hotel safes where available, and leave all but essential valuables at home. We suggest carrying a photocopy of your passport separately from the original document, purely as a back-up.

IMPORTANT: RISK ACKNOWLEDGEMENT & ASSUMPTION OF RISK

Different Snow specialises in winter sports holidays, including skiing, snowboarding, off-piste skiing, backcountry skiing, ski touring, cat skiing and other mountain activities, many of which take place in Japan. By making a booking with Different Snow and participating in any winter sports activity, you acknowledge and agree that skiing and snowboarding are inherently hazardous activities involving significant and unavoidable risks of injury, permanent disability and death.

You further acknowledge and accept that off-piste skiing, backcountry skiing, ski touring, cat skiing and skiing in uncontrolled mountain environments involve substantially greater risks than skiing on marked and patrolled pistes.

Risks Specific to Japan

You acknowledge that skiing and snowboarding in Japan presents particular risks which may differ from those encountered in Europe or North America. These risks include, but are not limited to:

- Extremely deep snowfall and powder snow conditions;
- Snow immersion and suffocation hazards;
- Tree wells and deep snow around trees;
- Dense forests and tree skiing terrain;
- Avalanches and avalanche terrain;
- Hidden streams, gullies, riverbeds and drainage channels concealed by snow;
- Volcanic terrain and geothermal features;
- Cliffs, rocks, tree stumps and hidden obstacles;
- Severe weather conditions and rapidly changing mountain weather;
- Poor visibility and whiteout conditions;
- Lift closures and mountain access restrictions;
- Road closures and transportation disruption caused by snowfall;
- Remote mountain locations with delayed access to emergency assistance;
- Limited availability of English-speaking medical or rescue personnel;
- Limited search and rescue operations in remote terrain;
- Earthquakes, volcanic activity and other natural hazards;
- Snowcat transportation and cat skiing operations;
- Falls, collisions and loss of control;
- Equipment failure;
- Serious injury, permanent disability or death.

You acknowledge that this list is not exhaustive and that additional hazards may exist which are not foreseeable or specifically identified.

Acceptance of Inherent Risks

You acknowledge that mountain environments are dynamic, uncontrolled and inherently unpredictable. You further acknowledge that hazards may exist notwithstanding the exercise of reasonable skill, care and judgement by:

- Different Snow;
- Professional mountain guides;
- Ski instructors;
- Avalanche professionals;
- Cat ski operators;
- Resort operators;
- Other participants.

You understand and accept that the use of guides, instructors, avalanche safety equipment, snowcats, rescue systems, safety procedures or organised operations cannot eliminate the inherent risks associated with skiing, snowboarding or mountain travel.

Guided Skiing & Cat Skiing

Different Snow may arrange, facilitate or recommend activities undertaken with professional guides, mountain guides, ski instructors, avalanche professionals, cat ski operators or other specialist suppliers. You acknowledge and agree that:

- The presence of a guide does not guarantee your safety;
- A guide cannot eliminate objective mountain hazards;
- Avalanche terrain, tree skiing terrain and other hazards may still be encountered;
- Snow and weather conditions may change rapidly.

Decisions made by guides are based upon available information and professional judgement and cannot guarantee a safe outcome. Accidents, injuries and fatalities may occur even where guides, operators and participants act reasonably and responsibly. You further acknowledge that any decision to participate in guided skiing, cat skiing, ski touring, backcountry skiing or off-piste skiing is made voluntarily and at your own risk.

Personal Responsibility

You are solely responsible for determining whether:

- You possess the necessary skiing or snowboarding ability;
- You have the required physical fitness and medical condition;
- You possess the necessary experience and judgement;
- You have suitable equipment;
- You are capable of participating safely in the terrain and conditions encountered.

Any advice, recommendation, route selection, instruction, terrain choice or guidance provided by Different Snow, its employees, representatives, guides, subcontracted guides, local mountain guides, cat ski operators or suppliers shall not constitute a representation, warranty or guarantee that any activity, route, terrain, snow condition or mountain environment is safe or suitable for your personal abilities.

Insurance Requirement

It is a condition of booking that you maintain comprehensive travel and winter sports insurance covering all activities you intend to undertake. Such insurance must include cover for:

- Off-piste skiing;
- Guided skiing;
- Backcountry skiing;
- Ski touring;
- Cat skiing;
- Avalanche incidents;
- Search and rescue costs;
- Helicopter evacuation;
- Emergency medical treatment;
- Repatriation;
- Permanent disability; and
- Death.

You acknowledge that Different Snow does not provide insurance and accepts no responsibility for losses that would otherwise have been recoverable under an appropriate insurance policy.

Acknowledgement of Risk

By making a booking with Different Snow, you expressly acknowledge that:

- (a) you have read and understood this Risk Acknowledgement;
- (b) you understand the risks associated with skiing, snowboarding, off-piste skiing, ski touring, backcountry skiing and cat skiing;
- (c) you voluntarily accept those risks;
- (d) you choose to participate notwithstanding those risks; and
- (e) you accept personal responsibility for your participation in such activities.

Nothing in this Risk Acknowledgement or these Booking Conditions shall exclude or limit any liability which cannot lawfully be excluded or limited under applicable law.

BOOKING TERMS & CONDITIONS

1. Booking Terms & Conditions

These Booking Conditions, together with the information contained on our website, your itinerary, confirmation invoice and any other written information we provide to you before booking, form the basis of your contract with Different Snow Limited.

Please read these Booking Conditions carefully before making a booking. By making a booking with us and paying a deposit or other payment towards your holiday, you acknowledge that you have read, understood and accepted these Booking Conditions on behalf of yourself and all persons named on the booking.

These Booking Conditions apply only to holiday arrangements which we agree to provide, arrange or perform as part of our contract with you.

References in these Booking Conditions to "holiday", "booking", "package", "tour" or "arrangements" mean the travel services which form part of the contract between you and us. In these booking conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them, as the context requires. "We", "us" and "our" means Different Snow Limited.

2. Glossary

In these Booking Conditions:

- **Lead Passenger** means the person named first on the booking confirmation invoice.
- **Party Member** means any person included in the booking.
- **Supplier** means any third party providing services forming part of the holiday, including airlines, accommodation providers, transfer operators, ski schools, guides, equipment rental providers, activity operators and other service providers.
- **Departure Date** means the date on which the holiday arrangements commence.
- **Force Majeure Event** has the meaning set out in Clause 'Force Majeure'.
- **Special Booking** means a booking where enhanced deposit or payment requirements apply, including but not limited to bookings involving non-refundable flights, special fares, peak season travel or accommodation requiring higher commitment payments.

3. Authority to Book

The Lead Passenger must be at least 18 years of age at the time of booking. The Lead Passenger confirms that he or she:

(a) has authority to make the booking on behalf of all persons named on the booking;

- (b) has obtained the consent of all Party Members to be bound by these Booking Conditions;
- (c) accepts financial responsibility for all payments due under the booking; and
- (d) will provide all information required by us accurately and promptly.

Where any Party Member is under the age of 18, the Lead Passenger confirms that the booking has been authorised by the child's parent or legal guardian.

4. Booking Procedure

To request a booking, you must pay the required deposit or, where applicable, the full holiday price. All bookings are subject to availability and acceptance by us.

A booking shall not be deemed accepted until we issue a confirmation invoice. We reserve the right to decline any booking request prior to issuing a confirmation invoice.

5. Formation of Contract

A legally binding contract between you and Different Snow is formed when we issue a confirmation invoice to the Lead Passenger. No contract exists prior to the issue of the confirmation invoice.

The Lead Passenger is responsible for ensuring that all details shown on the confirmation invoice are correct. Any errors or omissions must be reported to us immediately. We shall not be liable for inaccuracies which are not reported within:

- (a) ten (10) days of issue of the relevant document; or
- (b) five (5) days in the case of tickets or travel documents.

Where corrections are requested outside these periods, we will endeavour to assist but reserve the right to recover any costs incurred.

6. Deposit Requirements

A deposit equal to not less than thirty per cent (30%) of the total holiday cost is payable at the time of booking. For certain holidays, services or promotional fares, a higher deposit or full payment may be required at the time of booking. Where this applies, we will advise you before the booking is confirmed.

Any additional sums paid to secure specific services, including flights or accommodation requiring early payment, shall be treated as part of the deposit and may be non-refundable in the event of cancellation.

7. Balance Payment

The balance of the holiday price must be received by us no later than twelve (12) weeks before the Departure Date. The due date for payment will be shown on the confirmation invoice.

It is your responsibility to ensure that payment is received by us on time. Failure to receive a reminder shall not relieve you of this obligation.

8. Failure to Pay

If any payment due under the booking is not received by the applicable due date, we may treat the booking as cancelled by you. In such circumstances:

- (a) cancellation charges under these Booking Conditions shall apply;
- (b) any deposits paid shall be forfeited; and
- (c) any further cancellation charges due shall become immediately payable.

Where we agree to allow payment after the due date, we reserve the right to charge an administration fee of £50 / \$75 (usd) per day from the payment due date until payment is received in full. Acceptance of late payment shall not constitute a waiver of our rights under these Booking Conditions.

9. Early Supplier Payments

Where, after booking, you request that we make payment to a Supplier earlier than we would ordinarily do so, including but not limited to the early ticketing of airline reservations, we may require immediate payment of the relevant amount. Any such payment shall be treated as part of the deposit and shall be subject to the cancellation provisions of these Booking Conditions.

10. Methods of Payment

Payment may be made by bank transfer using the account details specified by us or by debit or credit card approved by us. Any bank charges, transfer fees or intermediary banking costs incurred in connection with payment shall be borne by you.

A payment shall not be deemed received until cleared funds have been credited to the designated account.

11. Financial Responsibility

The Lead Passenger remains liable for all sums due under the booking, irrespective of any private arrangements between Party Members regarding the sharing of costs. We shall be entitled to recover all sums due from the Lead Passenger without reference to any other Party Member.

12. Financial Protection – ATOL

Different Snow holds an Air Travel Organiser's Licence ("ATOL") issued by the Civil Aviation Authority ("CAA") under ATOL number 7537.

We, or the suppliers identified on your ATOL Certificate, will provide the services listed on the certificate. In circumstances where we or those suppliers are unable to provide those services due to insolvency, an alternative ATOL holder may provide the services or suitable alternatives at no additional cost to you.

You agree that, where an alternative ATOL holder assumes responsibility for your arrangements, any outstanding monies owed under your booking may be payable directly to that alternative ATOL holder. Where no alternative ATOL holder can be appointed, you may be entitled to claim under the ATOL scheme or, where applicable, through your credit card provider.

If payment or benefits are provided to you under the ATOL scheme, you agree to assign to the Trustees of the Air Travel Trust any rights or claims arising from the non-provision of the services concerned. Further information regarding the ATOL scheme is available from the Civil Aviation Authority and at the ATOL website.

13. Financial Protection – Non-Flight Packages

Where your booking constitutes a package holiday that does not include international flights, financial protection is provided through Protected Trust Services ("PTS"). Customer monies paid in respect of protected bookings are held in a designated trust account administered by PTS.

Further information regarding PTS protection is available from Protected Trust Services.

14. Arrangements Not Financially Protected

Not all travel arrangements sold by Different Snow constitute package holidays or otherwise qualify for statutory financial protection. Where financial protection does not apply, we will advise you accordingly before booking. You should contact us if you require clarification regarding the financial protection applicable to your booking.

15. Holiday Prices

All prices quoted by us are subject to confirmation at the time of booking. Once a booking has been confirmed, the price of your holiday may only be varied in accordance with this Clause.

16. Price Increases & Surcharges

We reserve the right to increase the price of your holiday after booking where such increase results directly from changes in:

- (a) transportation costs, including fuel costs;
- (b) taxes, duties, fees or charges imposed by governments, airports, ports or other authorities;
- (c) exchange rates relevant to the holiday arrangements; or
- (d) other unavoidable external costs affecting the provision of your holiday.

No surcharge will be imposed within twenty (20) days of the Departure Date.

We will absorb, and you will not be required to pay, any increase equivalent to up to two per cent (2%) of the total holiday price. Only the amount exceeding that threshold may be charged to you.

An administration charge of £1 per person may be applied to any surcharge or refund processed under this Clause.

17. Significant Price Increases

If a surcharge results in an increase exceeding nine per cent (9%) of the total holiday price, you shall have the right to:

- (a) accept the revised price; or
- (b) cancel the booking and receive a full refund of all monies paid, excluding amendment fees already incurred.

If you wish to cancel under this Clause, you must notify us in writing within fourteen (14) days of the date of the surcharge notification. If no response is received within that period, we shall be entitled to assume that you accept the revised price.

18. Price Reductions

Where the costs referred to in Clause 16 decrease after booking and before departure, you may be entitled to a corresponding reduction in the holiday price. Any such reduction may be subject to an administration charge of £1 per person.

19. Payment of Surcharges

Any surcharge payable under these Booking Conditions must be paid:

- (a) together with the balance payment where the surcharge is notified before the balance due date; or
- (b) within fourteen (14) days of the surcharge notification, whichever is later.

Failure to pay a valid surcharge may result in the booking being treated as cancelled by you, in which case the cancellation provisions of these Booking Conditions shall apply.

20. Airline-Specific Surcharges

Certain airlines may impose additional charges after a booking has been made. Where this occurs, we may offer you the option of paying the relevant flight costs earlier than originally planned in order to avoid or reduce such charges. If you elect not to make early payment, any additional airline costs may be passed on to you in accordance with this Clause.

21. Currency Fluctuations

Holiday arrangements are often purchased in currencies other than Sterling. Apparent changes in exchange rates do not automatically result in a price adjustment. Only material currency movements which affect the actual cost of providing your holiday may result in a surcharge or refund under these Booking Conditions.

22. General Transport Information

All transport arrangements, including flights, rail services, ferry services, transfers and other transportation forming part of your holiday, are subject to the operating requirements and conditions of the relevant carrier or provider.

Transport schedules, departure times, arrival times and routes are supplied by the relevant carrier and are subject to change. All timings published on our website, in itineraries, quotations, proposals and booking documents are estimates only unless expressly stated otherwise. Transport providers may alter schedules for operational, technical, commercial, weather-related, regulatory or safety reasons at any time before departure or during travel.

23. Flight Timings

Flight timings shown before booking are for guidance only. Actual flight times may not be confirmed until tickets are issued. Even after tickets have been issued, flight schedules may be amended by the airline.

You must carefully check all travel documents immediately upon receipt and notify us promptly if any information appears incorrect. We will notify you as soon as reasonably practicable if we become aware of any material change to your flight arrangements.

24. Airline Identity

In accordance with applicable aviation regulations, we will advise you of the identity of the operating carrier responsible for your flight as soon as this information becomes available. Where the operating carrier is not known at the time of booking, we will inform you of the likely carrier and subsequently notify you of the actual carrier once confirmed. Any change of operating carrier after booking shall not automatically constitute a major change to your holiday arrangements.

25. Airline Operating Bans

The UK Government, the USA & Canadian Governments and the European Union maintains a list of air carriers that are prohibited from operating within these territories. If an airline operating your flight becomes subject to such a prohibition and suitable alternative arrangements cannot be provided, the provisions relating to major changes and cancellation by Different Snow shall apply.

26. Flight Schedule Changes

Changes to flight schedules are common within the travel industry and are often outside our control. Unless otherwise stated in these Booking Conditions, changes to:

- (a) flight numbers;
- (b) operating carriers;
- (c) aircraft types;
- (d) intermediate stops;
- (e) routing;
- (f) departure or arrival terminals; or
- (g) flight timings,

shall not entitle you to cancel your booking without payment of the applicable cancellation charges unless such changes constitute a Major Change as defined elsewhere in these Booking Conditions.

27. Direct and Indirect Flights

Where a direct flight is replaced with an indirect flight or a routing involving a connection, such change shall generally be regarded as a Minor Change unless, in our reasonable opinion, the overall change materially alters the nature of the holiday arrangements.

28. Delays, Disruption & Cancellations by Carriers

Transport services may be delayed, disrupted or cancelled for reasons including weather conditions, technical issues, air traffic control restrictions, industrial action, security concerns, operational requirements or other circumstances beyond our control. We do not guarantee that any transport service will operate precisely in accordance with published schedules.

We shall not be liable for losses arising solely from transport delays or disruptions where responsibility rests with the carrier concerned.

29. Passenger Rights & Airline Compensation

Where a flight is delayed, cancelled, downgraded or boarding is denied, you may have rights directly against the airline under applicable passenger rights legislation. Such rights may include

compensation, reimbursement, accommodation, refreshments or alternative transportation. Any entitlement arising under such legislation shall be pursued directly against the airline concerned.

Any compensation, reimbursement or assistance payable under applicable passenger rights legislation shall constitute the full extent of the airline's obligations in relation to the relevant disruption. Different Snow shall not be responsible for making payments that are the responsibility of the airline under such legislation.

30. Assignment of Rights

If we make any payment to you in circumstances where a carrier is legally responsible for that payment, you agree, upon request, to assign to us any rights you may have against the carrier to recover the amount paid.

31. Check-In Requirements

You are responsible for:

- (a) complying with all carrier check-in requirements;
- (b) arriving at airports, stations, ports and departure points in sufficient time;
- (c) carrying all required travel documentation; and
- (d) complying with all instructions issued by carriers and transport providers.

Failure to comply with these requirements may result in denied boarding, cancellation of travel arrangements or additional costs for which we shall not be responsible.

32. Missed Departures

Where you miss a flight, transfer, train, ferry or other transport service due to your own actions, omissions, delays or failure to comply with carrier requirements, no refund shall be payable by us. Any replacement arrangements required shall be at your own expense unless otherwise covered by your travel insurance.

33. Transfers and Connecting Services

Where transfers form part of your holiday arrangements, reasonable efforts will be made to ensure that transfer schedules correspond with your planned arrival and departure times. However, delays, schedule changes and operational disruption may affect transfer services.

We shall not be liable for missed connections or consequential losses arising from delays caused by circumstances outside our reasonable control.

34. Travel Documents

Travel documents, tickets and final travel information will generally be issued approximately five weeks before departure, although timing may vary depending on the arrangements booked. You must review all travel documentation immediately upon receipt and notify us without delay if any information appears inaccurate or incomplete.

35. Responsibility for Operational Decisions

Airlines, transport operators and airport authorities retain sole responsibility for operational decisions relating to transport services, including delays, cancellations, schedule amendments, denied boarding, aircraft substitutions and safety measures. We have no authority to direct such decisions and cannot guarantee any particular outcome where operational disruption occurs.

36. Limitation of Liability for Transport Services

Our liability in respect of transport services shall at all times be subject to the conditions of carriage of the relevant carrier and any applicable international conventions, treaties, regulations or statutory provisions governing the transport concerned. Where liability is governed by such international conventions or regulations, our liability shall be limited to the same extent as if we were the carrier providing the service.

37. Accommodation Information

All descriptions, photographs, ratings, floor plans, maps and other information relating to accommodation are provided in good faith and are intended for guidance purposes only. Accommodation descriptions are based upon information provided by the relevant Supplier together with our own experience and assessment where applicable.

Whilst we make reasonable efforts to ensure accuracy, accommodation facilities, services, furnishings, room layouts, décor and amenities may change from time to time without notice. Photographs are illustrative only and may not represent the exact room, apartment, chalet or property allocated to you.

38. Accommodation Ratings and Classifications

Any accommodation grading, classification or description used by Different Snow reflects our own assessment and should not be interpreted as an official rating. Official accommodation standards vary significantly between countries and destinations and may differ from standards commonly expected in the United Kingdom, USA or Canada. Accommodation standards are determined by local customs, regulations and market practices.

39. Changes to Accommodation

From time to time Suppliers may make changes to accommodation facilities, services or amenities. Where we become aware of a material change before departure, we will notify you as soon as reasonably practicable. Not all changes to facilities or services shall constitute a Major Change under these Booking Conditions. Temporary closures, maintenance works, refurbishment programmes, facility restrictions or operational adjustments may occur before or during your stay and are generally outside our control.

40. Resort Information & Local Conditions

Information provided by Different Snow regarding resorts, transport systems, restaurants, attractions, activities, snow conditions, weather patterns and local facilities is provided for general guidance only, including the content of our 'How To' guides. Local services, timetables, transport networks, operating hours and facilities may be altered, suspended or withdrawn without notice.

You remain responsible for verifying any arrangements that are not expressly included within your holiday package. We shall not be liable for costs, losses or inconvenience arising from changes to local services, infrastructure or facilities that are outside our control.

41. Check-In and Check-Out

Unless otherwise advised:

- (a) accommodation check-in is normally available from 3pm local time; and
- (b) accommodation check-out is normally required by 10am local time.

Earlier check-in or later check-out cannot be guaranteed unless specifically confirmed in writing. Accommodation providers may charge additional fees for arrivals outside normal operating hours or for late departures. Any such charges shall be your responsibility.

42. Security Deposits

Accommodation providers may require a security deposit, credit card pre-authorisation or other guarantee at check-in. Any such requirement is imposed by the accommodation provider and not by Different Snow. You shall be responsible for complying with any such requirement and for settling any charges imposed by the accommodation provider in accordance with its terms and conditions.

43. Property Damage

You are responsible for any loss, damage or excessive cleaning costs caused by you or any member of your party during your stay. Where loss or damage occurs, you must reimburse the accommodation provider, local representative or Different Snow for the reasonable cost of repair,

replacement, reinstatement or cleaning. Where the precise cost is not immediately known, a reasonable estimate may be charged pending final assessment.

If the final cost exceeds the estimated amount paid, you shall remain liable for the balance. If the final cost is less than the estimated amount collected, the excess shall be refunded.

We strongly recommend that you maintain appropriate insurance cover for accidental damage liability.

44. Smoking

Many accommodation providers operate strict no-smoking policies. Where smoking is prohibited, you must comply with all applicable restrictions. Any fines, penalties, cleaning costs, damage charges or consequential losses resulting from a breach of such policies shall be your responsibility. Accommodation providers may require guests who breach smoking restrictions to leave the property without compensation or refund.

45. Pets

Unless expressly agreed in writing prior to booking, pets are not permitted in accommodation arranged by Different Snow. Customers travelling with assistance dogs or other animals required for medical or disability-related reasons should notify us before booking so that we may confirm whether the relevant accommodation provider can accommodate such requirements.

46. Bedding Configurations

Where accommodation offers alternative bedding configurations, including twin, 'Hollywood Twin', double, king or other arrangements, you must notify us of your preferred configuration no later than fourteen (14) days before arrival. Whilst we will pass requests to the accommodation provider, bedding configurations cannot be guaranteed. Where no preference is received within the required period, the accommodation provider may allocate bedding arrangements at its discretion.

Any additional costs resulting from changes requested after arrival shall be your responsibility.

47. Guest Information Requirements

Certain destinations and accommodation providers require guest registration details for legal, regulatory or operational purposes. You may be required to provide information including:

- (a) full name;
- (b) date of birth;
- (c) nationality;
- (d) contact phone number and / or What's App;
- (e) passport details;

- (f) home address;
- (g) occupation; and
- (h) other information reasonably required by local authorities or Suppliers.

Failure to provide required information may result in refusal of accommodation, delays or additional costs for which we shall not be responsible.

48. Resort Services and Facilities

The availability of facilities including restaurants, bars, spas, swimming pools, ski lockers, shuttle services, wellness facilities, childcare services, entertainment and recreational facilities may vary according to season, weather, maintenance requirements, staffing levels or local regulations. We cannot guarantee the availability of any facility unless specifically confirmed as part of your holiday arrangements. Temporary closure, restriction or alteration of facilities shall not normally constitute a Major Change.

49. Telephone, Internet and Utility Charges

You shall be responsible for any charges incurred during your stay which are not expressly included within the holiday price. Such charges may include:

- (a) telephone usage;
- (b) premium internet services;
- (c) pay television services;
- (d) laundry services;
- (e) minibar charges; and
- (f) other incidental expenses.

These charges must be settled directly with the accommodation provider unless otherwise advised.

50. House Rules and Local Regulations

You must comply with all reasonable rules, regulations and policies imposed by accommodation providers, resort operators, local authorities and Suppliers. Failure to comply with such rules may result in:

- (a) refusal of services;
- (b) removal from accommodation;
- (c) termination of holiday arrangements; or
- (d) additional costs and charges.

No refund or compensation shall be payable where services are withdrawn as a result of your failure to comply with applicable rules or regulations.

51. Weather, Snow Conditions and Outdoor Facilities

The operation of outdoor facilities, ski lifts, mountain restaurants, transport systems, cat ski excursions and recreational services may be affected by weather, snow conditions, avalanche risk, maintenance requirements or safety considerations. Different Snow cannot guarantee the availability of any outdoor facility or service where closure or restriction results from circumstances beyond our reasonable control.

No refund, compensation or alternative arrangements shall be payable solely as a result of poor weather, insufficient snowfall, excessive snowfall, avalanche risk, lift closures, high winds or similar mountain conditions.

52. Requests to Amend a Booking

If, after your booking has been confirmed, you wish to amend any aspect of your holiday arrangements, you must notify us in writing as soon as reasonably practicable.

Whilst we will endeavour to accommodate amendment requests, no amendment can be guaranteed and all amendments remain subject to:

- (a) availability;
- (b) supplier acceptance;
- (c) operational feasibility; and
- (d) payment of applicable charges.

We reserve the right to refuse any amendment request.

If an amendment is accepted, an administration fee of £50 / \$75 (usd) per person will be payable together with any costs, charges, penalties or fees imposed by suppliers. All amendment charges must be paid before the amendment is confirmed.

53. Airline Booking Amendments

Many airlines treat changes to confirmed reservations as a cancellation of the original booking and the creation of a new booking. As a result, airline amendment charges may be equal to 100% of the original flight cost. Customers are solely responsible for ensuring that all passenger names provided at the time of booking exactly match the relevant passport. If an incorrect name is supplied and the airline does not permit correction, the original flight booking may need to be cancelled and a replacement flight purchased.

In such circumstances you shall be responsible for:

- (a) any airline cancellation charges;
- (b) the full cost of any replacement flights;

- (c) any increase in airfare since the original booking date; and
- (d) the applicable amendment fee.

54. Group Bookings

Where a booking benefits from group pricing, free places, discounted rates or other concessions based upon a minimum number of participants, and subsequent cancellations reduce the group below the qualifying threshold, we reserve the right to recalculate the holiday price. Any resulting increase in cost shall be payable by the remaining travellers.

55. Transfer of Booking to Another Person

Subject to the requirements of the Package Travel and Linked Travel Arrangements Regulations 2018, you may transfer your booking to another person provided that:

- (a) written notice is received no later than thirty (30) days before departure;
- (b) the replacement traveller satisfies all conditions applicable to the holiday;
- (c) the replacement traveller accepts these Booking Conditions; and
- (d) all additional costs arising from the transfer are paid.

The transferor and transferee shall be jointly and severally liable for all amounts payable under the booking. A transfer administration fee of £50 per person shall apply together with all supplier charges.

Please note that airline tickets are generally non-transferable. Where flights form part of the booking, the original flight may need to be cancelled and a new flight purchased for the replacement traveller. Any resulting costs shall be payable by you.

56. Your Right to Cancel

You may cancel your booking at any time before departure by giving written notice to us. Cancellation shall only take effect when written notice is received by us from the Lead Passenger. Verbal notifications, messages left with third parties, social media communications or requests communicated through other members of the travelling party shall not constitute valid notice of cancellation.

57. Effect of Cancellation

Because we incur costs in arranging your holiday from the date of booking, cancellation charges will apply in all cases. The cancellation charges set out in this Clause represent a reasonable estimate of the losses likely to be incurred by Different Snow as a result of cancellation and are intended to reflect the increasing costs incurred as departure approaches.

Cancellation charges are calculated by reference to the total holiday price and not by reference to the amount paid at the date of cancellation.

58. Standard Cancellation Charges

The following cancellation charges shall apply:

Period before departure when written notice is received	Cancellation Charge
More than 70 days before departure	Loss of deposit
69 to 41 days before departure	75% of total holiday cost
40 to 26 days before departure	90% of total holiday cost
25 days or less before departure, or after departure	100% of total holiday cost

The applicable cancellation charge shall become immediately due and payable upon cancellation.

59. Non-Refundable Services

Certain travel services, including but not limited to accommodation, flights, ski passes, lift tickets, guiding services, cat skiing, special fares, promotional fares, transport tickets and activity bookings, may be non-refundable from the date they are booked.

Where supplier cancellation charges exceed the standard cancellation scale set out above, we reserve the right to recover the actual supplier charges incurred together with any non-recoverable costs reasonably incurred by us.

60. No Refund for Unused Services

No refund shall be payable for any part of the holiday that is not used by you after departure. This includes, without limitation:

- (a) unused accommodation;
- (b) missed flights, trains or transfers;
- (c) unused lift passes;
- (d) unused ski lessons;
- (e) unused guiding services;
- (f) unused excursions, including cat ski operations; or
- (g) any other unused holiday component.

61. Insurance and Cancellation Losses

We strongly recommend, and in many cases require, that customers maintain comprehensive travel insurance covering cancellation costs. Where cancellation charges become payable under this Clause, your sole remedy may be through your travel insurance policy. You are responsible for

ensuring that your insurance policy provides adequate cover for the value of your holiday and any activities booked.

62. Failure to Pay

Where any payment due under the booking is not received by the applicable due date, we reserve the right to treat the booking as cancelled by you. In such circumstances, the cancellation charges set out in this Part shall apply as though written notice of cancellation had been received on the date we reasonably determine the booking to have been cancelled.

63. Refund Processing

Any refund due following cancellation shall be paid to the Lead Passenger only. We may deduct:

- (a) cancellation charges;
- (b) supplier charges;
- (c) administration fees;
- (d) outstanding balances; and
- (e) any other sums due under the booking,

before calculating any refund. No interest shall be payable on refunds.

64. Our Right to Make Changes

Travel arrangements are planned many months in advance and it may occasionally become necessary to make changes to your holiday before or after booking. We reserve the right to make changes to any aspect of your holiday arrangements where reasonably necessary. Where a change is made after your booking has been confirmed, we will notify you as soon as reasonably practicable. Changes are classified as either:

- (a) Major Changes; or
- (b) Minor Changes.

The remedies available to you depend upon the nature of the change.

65. Major Changes

A Major Change is a change which we can reasonably expect to have a significant effect on your holiday arrangements. Examples of Major Changes may include:

- (a) a change of resort;
- (b) a change of departure airport, other than between airports serving the same metropolitan area;
- (c) a change of accommodation to accommodation of a materially lower standard for more than four (4) consecutive nights;

- (d) a change in departure or arrival time resulting in a reduction of the holiday duration by more than twelve (12) hours; or
- (e) the removal of a significant feature of the holiday which formed a substantial part of the arrangements originally booked.

The examples above are illustrative only and are not exhaustive. Whether a particular change constitutes a Major Change shall be determined by reference to the overall impact on the holiday arrangements.

66. Minor Changes

Any change that is not a Major Change shall be treated as a Minor Change. Examples of Minor Changes include:

- (a) changes to flight numbers;
- (b) changes to airlines or operating carriers;
- (c) changes to aircraft type;
- (d) changes from direct to indirect flights;
- (e) timetable adjustments;
- (f) changes to transfer providers;
- (g) changes to ski schools, guides, equipment suppliers or local service providers;
- (h) changes to accommodation where the replacement accommodation is of an equivalent or higher standard;
- (i) temporary closure of facilities or amenities; and
- (j) other operational adjustments which do not materially affect the overall holiday.

Minor Changes do not entitle you to cancel your booking without paying the applicable cancellation charges. No compensation shall be payable in respect of Minor Changes.

67. Notification of Major Changes

Where a Major Change becomes necessary before departure, we will notify the Lead Passenger as soon as reasonably practicable. Upon receiving notice of a Major Change, you must notify us of your decision within the period specified by us. If we do not receive a response within the specified period, we shall be entitled to treat the change as accepted.

68. Options Available Following a Major Change

If we make a Major Change before departure, you may choose one of the following options:

- (a) Accept the Revised Arrangements. You may accept the holiday as amended.
- (b) Accept an Alternative or Postponement of the original Holiday. Subject to availability, we may offer to postpone or offer you an alternative holiday. Where the postponed or alternative holiday

is of equivalent or higher value, no additional payment will normally be required. Where the postponed or alternative holiday is of lower value, the difference in price will be refunded. Where the postponed or alternative holiday is more expensive and you choose to accept it, you must pay the difference in price.

(c) Cancel and Receive a Refund. You may cancel your booking and receive a refund of all monies paid to us in respect of the affected booking. Any refund shall be paid to the Lead Passenger.

69. Circumstances Where Compensation Is Not Payable

No compensation shall be payable where:

- (a) the change or cancellation results from a Force Majeure Event;
- (b) the change is a Minor Change;
- (c) the holiday is cancelled because the minimum number of participants required to operate the holiday has not been achieved;
- (d) the change or cancellation arises from your failure to comply with these Booking Conditions; or
- (e) the change or cancellation is caused by circumstances beyond our reasonable control.

70. Minimum Participant Numbers

Certain tailor-made holidays, guided trips, specialist tours and group departures require a minimum number of participants in order to operate. Where insufficient bookings have been received, we reserve the right to cancel the holiday. In such circumstances, we will notify you as soon as reasonably practicable and provide a full refund of monies paid to us in respect of the affected arrangements. No additional compensation shall be payable.

71. Our Right to Cancel

We reserve the right to cancel your holiday before departure where reasonably necessary. Circumstances in which cancellation may occur include, but are not limited to:

- (a) Force Majeure Events;
- (b) failure to achieve minimum participant numbers;
- (c) supplier insolvency;
- (d) safety concerns;
- (e) operational difficulties;
- (f) government restrictions;
- (g) your failure to make payments when due; or
- (h) your failure to comply with these Booking Conditions.

72. Cancellation Due to Non-Payment

If you fail to make any payment required under the booking by the due date, we reserve the right to cancel your booking. In such circumstances the cancellation shall be treated as a cancellation by you and the cancellation charges set out shall apply.

73. Cancellation Due to Customer Conduct or Eligibility

We reserve the right to cancel a booking prior to departure if:

- (a) material information was withheld during the booking process;
- (b) we reasonably believe that the holiday cannot be safely provided to you;
- (c) you fail to comply with legal, immigration or travel requirements; or
- (d) your conduct gives rise to reasonable concerns regarding safety, security or the enjoyment of other customers.

Where cancellation results from circumstances within your control, standard cancellation charges may apply.

74. Refunds Following Cancellation by Different Snow

Where a refund is payable, such refund shall constitute the full extent of our liability in relation to the cancellation unless otherwise required by law. Refunds shall normally be paid within fourteen (14) days of cancellation, subject to receipt of funds from relevant suppliers where legally permissible. Refunds shall be paid to the Lead Passenger only.

75. Limitation of Compensation

Except where otherwise required by applicable law, any compensation payable by Different Snow in connection with a Major Change or cancellation shall be limited to a maximum of £100 per person. This limitation shall not apply to refunds expressly payable under these Booking Conditions or to liabilities which cannot lawfully be excluded or limited.

76. Acceptance of Alternative Arrangements

Where you voluntarily accept alternative arrangements offered by us following a Major Change or cancellation, such acceptance shall constitute full settlement of any claim arising from the change or cancellation, except in relation to liabilities which cannot lawfully be excluded.

77. Changes During Travel

Where it becomes necessary to alter holiday arrangements after departure, we reserve the right to substitute services with alternatives of comparable standard where reasonably available. Where significant changes become necessary during the holiday, we will use reasonable endeavours to

minimise disruption and provide suitable alternatives. Additional compensation shall not be payable where changes result from circumstances beyond our reasonable control.

78. Force Majeure

Except where otherwise expressly stated in these Booking Conditions or required by applicable law, Different Snow shall not be liable for any failure to perform, delay in performing, or improper performance of any contractual obligation where such failure, delay or improper performance results from a Force Majeure Event.

For the purposes of these Booking Conditions, a Force Majeure Event means any event or circumstance beyond our reasonable control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

79. Examples of Force Majeure Events

Force Majeure Events include, but are not limited to:

- (a) war, threat of war, armed conflict, invasion or military action;
- (b) terrorism, threatened terrorism, sabotage or civil unrest;
- (c) riots, demonstrations, civil commotion or political instability;
- (d) industrial disputes, strikes, lockouts or labour shortages;
- (e) natural disasters including earthquakes, tsunamis, volcanic activity, landslides, flooding, hurricanes, typhoons and severe storms;
- (f) fire, explosion or accidental damage to transport or accommodation infrastructure;
- (g) adverse weather conditions;
- (h) insufficient snowfall, excessive snowfall, blizzards, ice storms or severe mountain weather;
- (i) avalanche risk, avalanche activity, mountain safety closures or restrictions imposed by local authorities;
- (j) epidemic, pandemic, outbreak of infectious disease or significant risk to human health;
- (k) quarantine requirements, border closures, travel restrictions or public health measures;
- (l) acts of government, regulatory authorities or public bodies;
- (m) closure of airports, ports, railways, roads or transport infrastructure;
- (n) air traffic control restrictions or airspace closures;
- (o) interruption of utilities, communications systems or essential services;
- (p) insolvency or operational failure of suppliers resulting directly from any of the circumstances described above; and
- (q) any other event outside our reasonable control which materially affects the provision of your holiday.

The examples above are illustrative and shall not limit the scope of this Clause.

80. Consequences of Force Majeure

Where a Force Majeure Event affects your holiday arrangements, we may, acting reasonably:

- (a) alter, postpone or cancel part or all of your holiday;
- (b) substitute services, accommodation, transport or activities with reasonable alternatives;
- (c) modify itineraries, routes, timings or schedules;
- (d) suspend certain services or activities; or
- (e) take any other action reasonably necessary to protect the safety of customers, staff, suppliers or the integrity of the holiday arrangements.

You agree that such measures may be necessary and reasonable in the circumstances.

81. No Compensation for Force Majeure Events

Where a Force Majeure Event occurs, Different Snow shall not be liable for:

- (a) compensation;
- (b) consequential losses;
- (c) loss of enjoyment;
- (d) loss of holiday time;
- (e) additional travel costs;
- (f) accommodation costs;
- (g) business losses;
- (h) loss of earnings; or
- (i) any indirect or consequential loss arising from the event.

This applies whether the Force Majeure Event occurs before departure or during the holiday.

82. Alternative Arrangements

Where reasonably possible, we will endeavour to provide suitable alternative arrangements. Any alternative arrangements offered under this Clause shall be provided at our discretion and subject to availability, operational feasibility and supplier cooperation. We do not guarantee that alternative arrangements will be available.

83. Customer Responsibility During Force Majeure Events

Where disruption results from a Force Majeure Event, you remain responsible for:

- (a) complying with local laws and official guidance;
- (b) maintaining valid travel insurance;
- (c) following instructions issued by local authorities, suppliers and emergency services;

(d) meeting personal expenses not otherwise recoverable from insurers, transport providers or other third parties.

You are strongly advised to ensure that your travel insurance policy provides appropriate cover for travel disruption, cancellation, curtailment, medical expenses and emergency assistance arising from Force Majeure Events.

84. Weather, Snow Conditions & Mountain Operations

Many of the holidays offered by Different Snow involve skiing, snowboarding and other mountain-based activities. You acknowledge and accept that weather conditions, snowfall levels, snow quality and mountain safety conditions are inherently unpredictable. Different Snow does not guarantee:

- (a) the quantity of snowfall;
- (b) snow quality;
- (c) access to off-piste terrain;
- (d) operation of ski lifts or mountain facilities;
- (e) operation of cat skiing, guiding or ski touring activities; or
- (f) the suitability of conditions for any particular activity.

No refund, compensation or alternative arrangements shall be payable solely because weather, snow conditions or mountain safety conditions do not meet your expectations.

85. Avalanche Risk & Mountain Safety Restrictions

Avalanche risk is an inherent feature of mountain environments. Resort operators, mountain authorities, guide services and local authorities may restrict access to terrain, close ski areas, suspend lift operations or cancel activities where avalanche risk or other safety concerns exist.

Such restrictions are implemented for safety reasons and shall not constitute a failure to provide the holiday arrangements contracted for. No compensation, refund or price reduction shall be payable where access to terrain or activities is restricted for safety reasons.

86. Events Affecting Japan & Other Destinations

Many destinations featured by Different Snow are located in areas susceptible to natural events including earthquakes, volcanic activity, severe snowfall, typhoons and transportation disruption. You acknowledge that travel to such destinations involves risks that cannot be eliminated and that Different Snow shall not be liable for losses arising from such events where they constitute a Force Majeure Event.

87. Relationship with Package Travel Rights

Nothing in this Clause is intended to exclude any rights which you may have under applicable law that cannot lawfully be excluded or restricted. However, to the fullest extent permitted by law, Different Snow's liability arising from Force Majeure Events shall be limited as set out in these Booking Conditions.

88. Duty to Mitigate Loss

Where a Force Majeure Event occurs, both parties shall use reasonable endeavours to minimise losses and disruption. You agree to cooperate with reasonable requests made by Different Snow, suppliers and local authorities in connection with alternative arrangements, evacuation procedures, transport changes or other measures required as a result of the event.

89. General Customer Responsibilities

You are responsible for ensuring that you and all members of your party comply with these Booking Conditions and all applicable laws, regulations and requirements relating to your holiday. You are responsible for ensuring that all information provided to Different Snow is accurate, complete and up to date. You must promptly notify us of any change in circumstances that may affect your holiday arrangements.

90. Travel Documents

You are solely responsible for obtaining, carrying and maintaining all travel documents required for your holiday. These may include, but are not limited to:

- (a) passports;
- (b) visas;
- (c) driving licences;
- (d) International Driving Permits;
- (e) health certificates;
- (f) vaccination certificates; and
- (g) any other documentation required by airlines, transport providers, local authorities or immigration authorities.

All travel documents must be valid, complete and comply with the requirements of the destination country and any transit countries.

91. Failure to Obtain Required Documentation

If you are unable to travel because:

- (a) your passport is invalid, expired (or expires within 6 months), damaged or incomplete;

- (b) you do not possess a required visa or permit;
- (c) you fail to satisfy immigration requirements;
- (d) you fail to comply with health or vaccination requirements; or
- (e) any required travel document is lost, stolen or unavailable,

we shall have no liability to you and no refund shall be payable. In such circumstances, cancellation charges under these Booking Conditions shall apply. Any additional costs incurred shall be your sole responsibility.

92. Foreign Travel Advice & Entry Requirements

Entry requirements, visa requirements and health regulations can change at short notice. Whilst we may provide general guidance, you remain solely responsible for verifying all entry, immigration and health requirements applicable to your travel arrangements. You should consult official government sources and relevant embassies or consulates before booking and again before travel. We shall not be liable for losses arising from inaccurate, incomplete or outdated information obtained from third parties.

93. Travel Insurance

It is a condition of booking that all travellers maintain comprehensive travel insurance from the date of booking until completion of the holiday. Your insurance policy must provide cover appropriate to the activities you intend to undertake and should include, as a minimum:

- (a) cancellation and curtailment;
- (b) emergency medical treatment;
- (c) hospitalisation;
- (d) repatriation;
- (e) personal liability;
- (f) loss or theft of personal belongings;
- (g) travel disruption;
- (h) appropriate winter sports cover (see below), and;
- (h) personal accident cover.

Failure to obtain appropriate insurance shall not reduce or remove any payment obligations under these Booking Conditions.

We reserve the right to request evidence of insurance cover prior to departure.

94. Winter Sports Insurance

Where your holiday involves skiing, snowboarding or other mountain activities, it is a condition of booking that your insurance policy specifically covers the activities you intend to undertake. Many

standard travel insurance policies exclude winter sports, off-piste skiing, backcountry skiing, cat skiing, ski touring, avalanche-related incidents and helicopter evacuation.

It is your responsibility to ensure that appropriate cover is in place. Different Snow accepts no responsibility for losses arising from inadequate insurance cover.

95. Off-Piste Skiing, Backcountry Skiing, Cat Skiing & Guided Mountain Activities

Participation in skiing, snowboarding, off-piste skiing, backcountry skiing, ski touring, cat skiing and other mountain activities involves inherent and unavoidable risks. Such risks include, but are not limited to:

- (a) avalanches;
- (b) tree wells;
- (c) cliffs;
- (d) rocks and hidden obstacles;
- (e) changing snow conditions;
- (f) adverse weather;
- (g) collisions with natural or man-made objects;
- (h) falls;
- (i) equipment failure;
- (j) remote terrain;
- (k) delayed access to medical assistance;
- (l) serious injury; and
- (m) death.

By participating in any such activity, whether organised, arranged, facilitated, recommended or booked through Different Snow, including activities undertaken with our employees, representatives, subcontracted guides, local mountain guides, cat ski operators or other third-party providers, you acknowledge and voluntarily accept these risks.

You are solely responsible for determining whether you possess the necessary skill, experience, judgement, physical fitness and medical condition required to participate safely in the activity and terrain concerned.

Any advice, instruction, route selection, recommendation or guidance provided by Different Snow, its employees, representatives, guides, subcontractors or third-party providers shall not constitute a representation or warranty that any activity, route, terrain, snow condition or mountain environment is safe or suitable for your individual abilities.

You acknowledge that mountain environments are dynamic and inherently unpredictable and that hazards may exist notwithstanding the exercise of reasonable skill and care by guides, instructors, operators or other participants.

You further acknowledge that participation in guided skiing, ski touring, cat skiing, avalanche terrain, off-piste skiing or backcountry skiing does not eliminate or materially reduce the inherent risks associated with such activities.

It is a condition of booking that you maintain comprehensive insurance covering all mountain activities you intend to undertake, including:

- (a) off-piste skiing;
- (b) guided skiing;
- (c) ski touring;
- (d) backcountry skiing;
- (e) cat skiing;
- (f) avalanche incidents;
- (g) search and rescue costs;
- (h) helicopter evacuation;
- (i) emergency medical treatment;
- (j) repatriation;
- (k) permanent disability; and
- (l) death.

To the fullest extent permitted by law, Different Snow shall not be liable for any injury, illness, disability, death, loss, damage, expense or claim arising directly or indirectly from participation in skiing, snowboarding, off-piste skiing, ski touring, cat skiing or other mountain activities, including but not limited to avalanches, falls, collisions, weather conditions, snow conditions, terrain hazards, natural hazards or the acts or omissions of other participants.

Nothing in these Booking Conditions shall exclude or limit liability where such exclusion or limitation is prohibited by applicable law.

96. Fitness to Participate

You are responsible for ensuring that you are physically capable of participating in the activities included within your holiday. If you are uncertain regarding your fitness, ability or suitability for any activity, you should seek independent medical and professional advice before travel.

Different Snow, guides, instructors and suppliers reserve the right to refuse participation in any activity where they reasonably believe that a participant lacks the necessary skill, fitness, equipment or experience to participate safely. No refund shall be payable where participation is refused for safety reasons.

97. Medical Conditions and Disabilities

You must inform us before booking if you or any member of your party has:

- (a) a medical condition;
- (b) a disability;
- (c) reduced mobility;
- (d) special medical requirements; or
- (e) any condition that may affect the holiday arrangements or booking process.

Full details must be provided in writing at the time of booking. You must also notify us promptly if any relevant condition develops or changes after booking.

98. Our Right to Decline or Cancel

If, after considering the information provided, we reasonably believe that we are unable to accommodate the needs of a traveller safely or appropriately, we reserve the right to decline the booking. Where relevant information has not been disclosed at the time of booking, we reserve the right to cancel the booking once we become aware of the circumstances. In such circumstances, cancellation charges may apply where permitted by law.

99. Special Requests

Any special request must be made in writing at the time of booking. Whilst we will pass requests to the relevant supplier, we cannot guarantee that any request will be fulfilled. Special requests do not form part of the contract unless specifically confirmed by us in writing. Failure to fulfil a special request shall not constitute a breach of contract and shall not give rise to any right to compensation or cancellation.

100. Behaviour Standards

All customers are expected to conduct themselves in a responsible and considerate manner throughout their holiday. You must ensure that your behaviour, and the behaviour of all members of your party, does not cause danger, distress, annoyance, offence, damage, disruption or inconvenience to:

- (a) other customers;
- (b) accommodation providers;
- (c) guides and instructors;
- (d) transport providers;
- (e) local residents;
- (f) our employees, representatives or suppliers; or
- (g) any third party.

101. Compliance with Instructions

You agree to comply with all reasonable instructions, safety briefings, rules and requirements issued by:

- (a) Different Snow;
- (b) accommodation providers;
- (c) guides and instructors;
- (d) cat ski operators;
- (e) transport providers;
- (f) resort operators; and
- (g) local authorities.

Failure to comply with such instructions may result in your participation in activities being restricted or terminated.

102. Alcohol, Drugs & Impairment

You must not participate in skiing, snowboarding, guiding, cat skiing, ski touring, avalanche terrain activities or any other potentially hazardous activity whilst impaired by alcohol, drugs or medication. Guides, instructors, cat ski operators and other suppliers may refuse participation where they reasonably believe a participant is impaired or otherwise presents a risk to themselves or others. No refund shall be payable where participation is refused for safety reasons.

103. Removal from Activities

Different Snow, guides, instructors, cat ski operators and suppliers reserve the right to exclude any participant from an activity where, in their reasonable opinion:

- (a) the participant lacks the necessary skill or fitness;
- (b) the participant presents a danger to themselves or others;
- (c) the participant fails to follow instructions;
- (d) weather, snow or mountain conditions make participation unsuitable; or
- (e) the participant's conduct is disruptive or unsafe.

Any decision made in the interests of safety shall be final. No refund, compensation or alternative arrangements shall be payable in such circumstances.

104. Termination of Holiday Arrangements

We reserve the right, acting reasonably, to terminate your holiday arrangements at any time if your conduct is likely to:

- (a) endanger yourself or others;
- (b) damage property;
- (c) cause significant disruption;
- (d) interfere with the enjoyment of other customers; or
- (e) adversely affect the operation of the holiday.

Where holiday arrangements are terminated under this Clause:

- (i) no refund shall be payable;
- (ii) no compensation shall be payable;
- (iii) we shall have no further contractual obligations to you; and
- (iv) you shall be responsible for all additional costs incurred as a result.

105. Airline & Transport Provider Decisions

If an airline, airport authority, transport provider, captain, pilot, guide, instructor or other person in authority refuses to allow you to travel or participate in an activity, we shall have no liability for that decision. Where such refusal results from your conduct, condition, behaviour or failure to comply with applicable requirements, no refund shall be payable.

106. Liability for Damage

You shall be responsible for all loss, damage, costs, claims, fines, penalties and expenses arising from your acts or omissions or those of any member of your party. You agree to indemnify Different Snow against any claims or liabilities arising from such conduct.

107. Scope of Ski Services

Ski services may include, but are not limited to:

- (a) lift passes;
- (b) equipment rental;
- (c) ski and snowboard instruction;
- (d) mountain guiding;
- (e) ski touring;
- (f) cat skiing;
- (g) local transfers;
- (h) in-resort activities; and
- (i) other winter sports services.

All ski services are subject to availability and supplier acceptance.

108. Third-Party Providers

Many ski services are provided by independent third-party suppliers. Where services are provided by local operators, guides, instructors, mountain organisations, cat ski operators or other suppliers, their own terms and conditions may apply in addition to these Booking Conditions. You agree to comply with all applicable supplier requirements.

109. Vouchers & Service Documentation

Where vouchers or service confirmations are issued, they must be presented when requested by the supplier. Failure to present required documentation may result in the service not being provided. No refund shall be payable where services cannot be provided because required documentation is not presented.

110. Non-Transferability

Unless expressly agreed otherwise in writing, ski services are personal to the traveller for whom they are booked and may not be transferred, resold or assigned.

111. Changes to Ski Services

Mountain operations are dependent upon weather conditions, snow conditions, safety considerations, operational requirements and local regulations. We reserve the right to alter, substitute or withdraw ski services where reasonably necessary. No compensation shall be payable where changes arise from circumstances beyond our reasonable control.

112. Lift Passes & Mountain Access

Different Snow does not own or operate ski lifts, gondolas, cable cars or mountain infrastructure. We cannot guarantee:

- (a) lift operations;
- (b) access to particular terrain;
- (c) opening dates;
- (d) snow conditions; or
- (e) mountain accessibility.

Closure or restriction of mountain facilities shall not constitute a breach of contract by Different Snow.

113. Search & Rescue Costs

Where search and rescue services, mountain rescue services, helicopter evacuation, medical evacuation or similar emergency services are required, all associated costs shall be your responsibility unless covered by your insurance policy. Different Snow shall have no responsibility for such costs.

114. Avalanche Equipment & Safety Equipment

Where avalanche safety equipment is required or recommended, you are responsible for ensuring that you possess and correctly use appropriate equipment. Such equipment may include:

- (a) avalanche transceivers;
- (b) probes;
- (c) shovels;
- (d) airbags;
- (e) helmets; and
- (f) other safety equipment.

Provision of equipment by a supplier does not constitute a guarantee of safety.

115. Our Duty of Care

We will perform our contractual obligations with reasonable skill and care. Subject to these Booking Conditions, we accept responsibility for the proper performance of the travel services included within your booking where required by applicable law.

116. Circumstances Where We Are Not Liable

We shall not be liable for any injury, illness, death, loss, damage, expense, cost or claim arising from:

- (a) your acts or omissions;
- (b) the acts or omissions of any member of your party;
- (c) the acts or omissions of an unconnected third party which were unforeseeable or unavoidable;
- (d) Force Majeure Events; or
- (e) services which do not form part of the holiday arrangements booked through us.

117. Independent Services

We shall not be responsible for services, activities or facilities which do not form part of our contractual arrangements with you. This includes excursions, activities or services purchased independently during your holiday.

118. Compliance with Local Standards

Services shall be considered properly provided where they comply with the laws, regulations and standards applicable in the country where the services are provided. Standards in overseas destinations may differ from those applicable in the United Kingdom.

119. Limitation of Liability for Personal Property

Where we are legally liable for loss of or damage to luggage or personal possessions, our liability shall be limited to a maximum of £500 (gbp) / \$600 (usd) per person. You must provide satisfactory evidence of ownership, value and loss. You are expected to maintain appropriate insurance cover for personal possessions.

120. Limitation of Liability for Non-Personal Injury Claims

For all claims not involving death or personal injury, our maximum liability shall be limited to two (2) times the total holiday price paid by or on behalf of the affected traveller. This maximum shall only apply where it is established that we are legally liable.

121. International Transport Conventions

Where any claim concerns transport by air, sea, rail or other carrier governed by an international convention or statutory regime, our liability shall be limited to the maximum extent permitted under the applicable convention or legislation. This includes, without limitation:

- (a) the Montreal Convention;
- (b) the Warsaw Convention;
- (c) the Athens Convention;
- (d) COTIF; and
- (e) any successor legislation.

Any amounts received or recoverable from a carrier shall be deducted from any sum otherwise payable by us.

122. Excluded Losses

To the fullest extent permitted by law, we shall not be liable for:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of earnings;
- (d) loss of contracts;
- (e) indirect losses;
- (f) consequential losses; or
- (g) losses not reasonably foreseeable at the time of booking.

123. Liability Cap

Except where prohibited by law, and subject to any lower limits set out elsewhere in these Booking Conditions, the maximum liability of Different Snow arising from any booking shall not exceed two (2) times the total holiday price paid by the affected customer.

124. Nothing in These Booking Conditions

Nothing in these Booking Conditions shall exclude or limit:

- (a) liability for death or personal injury caused by negligence where such liability cannot lawfully be excluded;
- (b) liability for fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot lawfully be excluded or restricted under applicable law.

125. Independent Activities & Excursions

During the course of your holiday, information may be provided regarding activities, excursions, restaurants, attractions, transport services or other opportunities available at your destination. Unless expressly stated otherwise in writing, such activities and excursions do not form part of your package holiday contract with Different Snow.

126. Third-Party Providers

Excursions, activities and services which do not form part of your holiday package are provided by independent third-party operators. Such operators are entirely independent of Different Snow and are not acting as our employees, agents or subcontractors. Any contract entered into for such services shall be between you and the relevant supplier.

127. No Responsibility for Independent Services

Where an excursion, activity or service does not form part of the holiday arrangements booked with Different Snow, we accept no responsibility for:

- (a) the provision of the service;
- (b) the safety of the activity;
- (c) the acts or omissions of the operator;
- (d) injury, illness or loss arising from participation;
- (e) cancellation or amendment of the service; or
- (f) any associated costs or claims.

This applies whether we have:

- (i) recommended the supplier;
- (ii) provided information regarding the activity;
- (iii) assisted with a booking; or

(iv) included promotional material relating to the activity.

128. Accuracy of Information

Whilst we endeavour to provide accurate information regarding destinations, activities and local facilities, we cannot guarantee the continued availability, accuracy or operation of services that are outside our control. No liability shall arise from inaccuracies relating to independent services, facilities or activities.

129. Participation at Your Own Risk

Participation in excursions, activities and services that do not form part of your holiday contract is undertaken entirely at your own risk. You are responsible for determining the suitability of any such activity and for ensuring that you possess appropriate insurance cover.

130. Use of Personal Information

In order to arrange and administer your holiday, we must collect, process and share personal information relating to you and other members of your party. By making a booking, you confirm that you have authority to provide personal information relating to all members of your party.

131. Sharing Information with Suppliers

We may provide personal information to airlines, accommodation providers, transport providers, guides, activity operators, insurers, payment providers, governmental authorities and other suppliers involved in the provision of your holiday. Such information shall be limited to that reasonably required to facilitate the booking and delivery of services.

132. International Transfers

Many of the destinations and suppliers with whom we work are located outside the United Kingdom. You acknowledge and agree that personal information may be transferred, processed and stored outside the United Kingdom where necessary for the performance of your booking.

133. Special Category Data

Where you provide information relating to medical conditions, disabilities, dietary requirements, religious requirements or other sensitive personal information, you consent to such information being disclosed to relevant suppliers where necessary for the provision of services requested by you.

134. Airline Communications

Where flights form part of your booking, your contact details may be provided to the relevant airline to enable it to communicate directly with you regarding:

- (a) flight schedule changes;
- (b) delays;
- (c) cancellations;
- (d) operational disruptions; and
- (e) other matters relating to your travel arrangements.

135. Data Protection Compliance

Different Snow will process personal information in accordance with applicable data protection legislation, including the UK General Data Protection Regulation and the Data Protection Act 2018. Further information regarding the collection, processing and retention of personal information is set out in our Privacy Policy, which forms part of these Booking Conditions.

136. Duty to Report Problems Promptly

If you experience any problem during your holiday, you must notify the relevant supplier immediately and give them a reasonable opportunity to resolve the issue. Where the issue cannot be resolved locally, you must contact Different Snow without undue delay.

137. Opportunity to Remedy

We and our suppliers must be given a reasonable opportunity to investigate and remedy any complaint whilst you are travelling. Failure to report a complaint during the holiday may prejudice our ability to investigate the matter and may affect any entitlement to compensation.

138. Written Complaints After Travel

If a complaint remains unresolved during the holiday, you must submit full details to us in writing within ninety (90) days of the end of your holiday. The complaint should include:

- (a) booking reference;
- (b) details of the issue;
- (c) supporting evidence;
- (d) photographs where relevant; and
- (e) copies of any correspondence with suppliers.

139. Failure to Follow the Complaints Procedure

Failure to comply with the complaints procedure set out in this Part may reduce or extinguish any right you may otherwise have to pursue a claim against Different Snow or the relevant supplier.

140. Duty to Mitigate Loss

You are under a duty to take reasonable steps to minimise any loss, damage, expense or inconvenience suffered during your holiday. We shall not be liable for losses which could reasonably have been avoided.

141. Fraudulent or Exaggerated Claims

We reserve the right to reject any claim which is fraudulent, dishonest, misleading, exaggerated or unsupported by evidence. Where fraudulent conduct is established, we reserve all legal rights available to us, including recovery of costs and reporting the matter to insurers, regulatory authorities or law enforcement agencies.

142. Governing Law

These Booking Conditions, your booking and any dispute, claim or matter arising out of or in connection with your holiday arrangements, whether contractual or non-contractual, shall be governed by and construed in accordance with the laws of England and Wales.

143. Jurisdiction

Subject to Clause 144 below, the courts of England and Wales shall have exclusive jurisdiction to determine any dispute, claim or matter arising out of or in connection with these Booking Conditions, your booking or the holiday arrangements provided by Different Snow.

144. International Customers

Different Snow welcomes customers from jurisdictions throughout the world. Where you reside outside England and Wales, you acknowledge and agree that:

- (a) your contract is entered into with Different Snow Limited, a company incorporated in England and Wales;
- (b) the holiday arrangements are marketed, sold and administered from England;
- (c) these Booking Conditions are governed by the laws of England and Wales; and
- (d) any dispute, claim or legal proceedings shall, to the fullest extent permitted by applicable law, be submitted to the jurisdiction of the courts of England and Wales.

Nothing in these Booking Conditions is intended to deprive consumers of any mandatory rights granted under applicable consumer protection legislation which cannot lawfully be excluded or restricted.

145. Time Limit for Claims

Any claim against Different Snow arising out of or in connection with a booking or holiday arrangements must be notified in writing as soon as reasonably practicable and, in any event, commenced within two (2) years of the date on which the holiday arrangements concluded or were due to conclude. Nothing in this Clause shall affect any statutory limitation period which cannot lawfully be excluded or restricted.

146. Severability

If any provision of these Booking Conditions is found by a court or competent authority to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

Any invalid provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.

147. Entire Agreement

These Booking Conditions, together with the confirmation invoice, itinerary, ATOL Certificate (where applicable) and any documents expressly incorporated by reference, constitute the entire agreement between the parties. No representation, statement or promise made by any employee, agent or representative shall form part of the contract unless confirmed in writing by Different Snow.

148. No Waiver

Failure by Different Snow to enforce any provision of these Booking Conditions shall not constitute a waiver of that provision or of any other rights available to us.

149. Third Party Rights

Except as expressly provided in these Booking Conditions, no person who is not a party to the contract shall have any right to enforce any term of the contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

150. Survival of Provisions

Any provision which by its nature is intended to survive termination, cancellation or completion of the holiday, including provisions relating to liability, indemnities, complaints, jurisdiction and governing law, shall continue in full force and effect following the end of the contractual relationship between the parties.