

# Terms and Conditions

For us it is very important that our customer's package will be fun and a great success in every aspect. We promise that we will take care of our programme participants at all times, ensuring that they have a safe and enjoyable experience. The following are our booking terms and conditions, please be sure to read them carefully and contact us should you have any questions:

## 1. Our benefits

Our benefits correspond to the description in our brochure & website as well as the travel documents, including the booking confirmation. All package prices quoted are inclusive of accommodation, meals, on-site activities and any applicable external activities including necessary transportation thereto (excluding flights).

Programmes are subject to alteration for reasons of safety or inclement weather. We always provide a suitable replacement in such circumstances.

A supplement is payable for extra courses or activities only as defined in this brochure. Customers are welcome to inform us of any special requirements prior to their child's arrival and we will do everything possible to fulfil these, but cannot give any guarantee. Any alterations or additions to bookings with Klub Group Ltd., trading as PSA Academies, may be made in writing to [sales@psaacademies.com](mailto:sales@psaacademies.com) or by telephoning 01449 742700. Klub Group Ltd., trading as PSA Academies, reserves the right to make an administration charge in such circumstances.

All prices shown are also inclusive of VAT calculated under the Tour Operators Margin Scheme. Due to this special VAT scheme, we are unable to issue invoices showing an exact VAT breakdown and customers will not be able to reclaim VAT against charges from Klub Group Ltd., trading as PSA Academies. Should the VAT regulations change after the time of booking, Klub Group Ltd., trading as PSA Academies, reserves the right to surcharge or refund the consequent price difference.

Transfers are provided by Klub Group Ltd., trading as PSA Academies, based on times that suit the majority of customer flight and/or train bookings via nominated airports and/or train stations (for example, Geneva & Lyon Airports and/or Bourg Saint Maurice for Tignes programmes). In the event that customers require transfers outside these standard services, additional charges from the transport provider will be passed on at cost to the customer.

## 2. Booking and contract

By sending us the signed booking form, making a booking online or by phone, customers enter into a contract, which is binding as soon as they receive the booking confirmation from us. The "contractual partner" is the person responsible for the booking, also for third party bookings.

## 3. Payment

After receiving each customer booking, we will send a booking confirmation invoice, after which a deposit of 20% of the total package cost is required to be paid to secure the booking. If this payment is delayed greater than 5 working days (less than 72 hours within 45 days of the package starting date), the customer's place will be released for resale. The final payment is due no later than 45 days before that start date of the package. If the customer makes a booking within 45 days of the package start date, then payment must be made in full at the time of the booking. Any bank charges must be met by the person making the booking.

## 4. Passport, visa and health regulations

Participants must be in possession of valid passport documents and are responsible for the observation of border regulations.

## 5. Cancellation

The person responsible for booking may cancel the holiday prior to its commencement. The following charges will be applied:

- Cancellation up to 8 weeks before commencement date: 20% of total holiday cost
- Cancellation up to 4 weeks before commencement date: 30% of total holiday cost
- Cancellation up to 1 week before commencement date: 50% of total holiday cost
- Cancellation 6 days and less before commencement date: 80% of total holiday cost

These flat rates already account for saved expenses and otherwise applied travel benefits. It is left to the customer to verify that in the case of cancellation, no or lower expenses were incurred. With cancellations after the commencement of the holiday, we reserve the right to keep the full amount paid. However, we will compensate any expenses saved.

## 6. Cancellation by Klub Group Ltd., trading as PSA Academies

If the participant and their behaviour negatively impacts the delivery of the package or behaves contrary to the contract, we reserve the right to cancel the contract immediately. In this case, any claims for compensation are invalid. Additional costs such as for flights are at the expense of the customer. We also reserve the right to charge the person making the booking payments for any damages/breakages that the participant is deemed to have caused, not as a result of an accident.

If we have to make a major change to the package, we will offer a suitable alternative if available, or a 100% refund, if we are not able, in our opinion, to offer an alternative that is sufficiently comparable.

If the accomplishment of the package is affected due to circumstances beyond our reasonable control, including but not limited to war, riot, civil commotion, terrorism, act of God, industrial dispute, Government action, epidemic disease, adverse weather or natural disaster, Klub Group Ltd., trading as PSA Academies, as well as the customer are able to terminate the contract. Klub Group Ltd., trading as PSA Academies, will refund the holiday cost less the expenses, which have already been met.

## 7. Minimum Numbers

A minimum number of participants need to book to enable the advertised package to take place. If this number is not achieved and we have to cancel the package, we will tell customers immediately and in any event, at least 6 weeks before departure. Where we cancel for this reason, customers are entitled to a replacement package on an alternative date or a full refund of the money they paid. If they opt for a refund, we will not refund any insurance premium which was paid to a third party provider.

## 8. Insurance

It is a condition of their contract with us that customers have insurance cover for the duration of their trip, and that it is adequate for their needs and the type of activities they will be undertaking as part of their package. We do not check insurance policies; however, we reserve the right to request written details (insurer's name, policy number and emergency contact number) of their policy. They are responsible for indemnifying us in full in the event that we incur any losses or expenses arising out of their failure to take out adequate insurance cover.

## 9. Liability

Klub Group Ltd., trading as PSA Academies, carries all legally required insurance affecting its customers and employees. These include public liability protection to the value of £5 million. We accept liability for the proper performance of our obligations under the contract with customers, irrespective of whether such obligations are performed by us, a retailer or another supplier of services.

We shall not be liable for any damage caused to the customers by the failure to perform the contract or the improper performance of the contract where the failure or the improper performance is due neither to any fault of our own nor to that of a retailer or another supplier of services where:

(i) The failures which occur in the performance of the contract are attributable to the customers themselves, or

(ii) Such failures are attributable to a third party, unconnected with the provision of the services contracted for, and are unforeseeable or unavoidable; or  
(iii) Such failures are due to:

- (a) Unusual and unforeseeable circumstances beyond our control, or the control of another supplier of services, the consequences of which could not have been avoided even if all due care had been exercised; or
- (b) An event which we or a retailer or another the supplier of services, even with all due care, could not foresee or forestall.

Our liability for damages, not including bodily injury, is limited to 3 x the complete package price, unless we or the organisation have caused the damage deliberately or negligently. We are not liable for damage of personal valuables brought on the package..

## 10. Privacy policy

When customers make a booking with us, or contact us to request information, they agree that we may collect, use and disclose personal information about them and the other people in their party for the purposes of providing the services. This includes passing on information to third party providers such as hoteliers. The personal information we collect may include their name, contact details, travel preferences and any special needs, disabilities or dietary requirements. If they are booking on behalf of a group, they are responsible for ensuring that other members of their party are aware of this, and are hereby deemed to consent in the same manner. They are entitled to a copy of the information we hold about them, and to correct any inaccuracies. A €6.35 administration fee applies to these requests.

Occasionally Klub Group Ltd., trading as PSA Academies, may wish to take photographs for promotional material. Participants will be informed when any photos will be taken, the purpose of taking the photo, and the use to which the image will be put. Prior to the image being taken, participants may exercise their right not to participate.

## 11. Complaints

If they have a complaint about their package while they are away, customers must communicate (in writing or any other appropriate form) with the supplier of the services concerned at the earliest opportunity. If they are unable to resolve the problem, they must contact our local representative straight away and we will do our best to assist. If our local representative is not available, they must contact us directly by phone, fax or email.

If we are unable resolve the problem locally, and customers are still not satisfied on their return to their country of origin, they must notify us in writing within 28 days of their return from holiday to allow us to investigate their complaint properly. They must send their letter of complaint to our Customer Services Department at Klub Group Limited trading as PSA Academies, 12 Bury Street, Stowmarket, IP14 1HA, United Kingdom.

If they do not give us the opportunity to resolve any problem locally by reporting it to the supplier, our representative or by calling/faxing/emailing us, our ability to investigate the issue could be seriously hampered, and we may not be able to deal with their complaint on their return (unless there is a valid reason why they did not inform us).

They can, of course, pursue their claim elsewhere. Claims for less than €2,000 per booking may be pursued through the Small Claims Court. Otherwise all disputes which arise between the parties in connection with this booking, or the subject matter of this booking, shall be decided by an arbitrator agreed by the parties or, in default of agreement, appointed on application of any of the parties to the Chartered Institute of Arbitrators or an equivalent organization in their country of origin.

For customers from Ireland, in accordance with the Arbitration Act 2010 the determination of the Arbitrator as to factual matters in dispute and such award as he may make are final. Neither party has a right of appeal except as specified in s.11 of the Arbitration Act 2010.

## 12. Insolvency

In the event of insolvency, Klub Group Ltd., trading as PSA Academies, has in place protection to ensure customers are repatriated to the starting point of their non-flight package and can get refunds for money paid over as required by the relevant legislation.

## 13. Agent

Our nominated agent for the acceptance of service of proceedings and who will represent us in proceedings is:

Ross and Hayes Solicitors, Denshaw House, 121 Lower Baggot Street, Dublin 2

## 14. Host organisation

*Holidays in Tignes:*

*Name of person, name of organisation, address, telephone number of the representative of the local organiser*

Klub Group Ltd. trading as PSA Academies  
12 Bury Street, Stowmarket, IP14 1HA, United Kingdom  
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Directors: Ian Lewis, John Sinclair, Robert Buckland  
Registered in England & Wales, Company Number 4571433

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As a member of the Advance Payments to Travel Agents (APTA) Guarantee Scheme, underwritten by Evolution Insurance Company Limited, Klub Group Limited, trading as PSA Academies, complies with the requirements of;

- the Package Travel, Package Holidays and Package Tours Regulations 1992 in the UK
- of the Package Holidays and Travel Trade Act, 1995 in Ireland

In the event of Klub Group's insolvency, protection is provided by Evolution Insurance Solutions Ltd. for non-flight inclusive packages commencing in and returning to the UK and other non-flight packages excluding pre-arranged travel to and from Their destination. Please note that packages booked outside the UK are only protected when purchased directly with Klub Group Limited, trading as PSA Academies.

In the above circumstances, if They have not yet travelled, They may claim a refund, or if They have already travelled, They may claim repatriation to the starting point of Their non-flight package.

Please contact us on [sales@psaacademies.com](mailto:sales@psaacademies.com) for any further information.

