



Instructor Training Programme Booking Form

- Please complete all fields in this form.
- Please supply a passport sized photo.
- Each booking requires a £250 non-refundable deposit.
- Payments can be made via credit/debit card, bank transfer or by posting a cheque to:
The Winter Sports Company, Treneere, Trewartha Road, Praa Sands, Cornwall TR20 9ST.
- For credit/debit card and bank transfer payments please contact us on 01736 763402

Personal Details

Name as appears on passport:

Postal address:

.....

..... Postcode:

Passport number:

Date of birth:/...../..... Country of birth:

Name of School/University:

Gender: Male Female Ski or Snowboard

Contact Details

Home telephone: Mobile:

Email address:

Website (Facebook, Twitter etc): http://

How did you hear about The Winter Sports Company:

.....

Training Programme, Year and Resort:

Agreement and Confirmation

Please sign below (by parent/guardian if under 18). I support this application, have read and fully understood The Winter Sports Company terms and conditions (see terms & conditions), which I understand are contractually binding on me, and I do hereby agree to abide by them.

Signature:

Date:/...../.....

Terms & Conditions

- 1. Enrolment:** a) Applications by participants ("trainees") for enrolment on programmes of instruction ("programmes"), should be made on an application form, accompanied by a deposit of £250. Trainees must be at least 16 years of age. The Winter Sports Company ("the Company"), reserves the right to refuse an enrolment, if, in its opinion a trainee is unsuitable. The decision of the Company is final: it is not obliged to provide a reason for its decision. However in these circumstances, the deposit will be refunded in full. Confirmation of your booking will be sent by return of post.
b) After 6 weeks of your booking confirmation we require the second deposit of £700.00. A third and final deposit is required 6 weeks later.
c) The final balance payment must be received no later than 12 weeks prior to departure.
- 2. Deposit:** Should a trainee withdraw from the programme for any reason, the Company will retain the deposit. The Company may agree to hold in credit the deposit amount, in the event of a trainee participating in a subsequent Winter Sports Company programme.
- 3. Curtailment:** Since challenge programmes require an inherent degree of flexibility by those involved, basic programme itineraries should be regarded as a fair indication of what is intended to be achieved, but they are indicative only and not a contractual obligation on the part of the Company. The Company reserves the right to vary, depart from, curtail or otherwise alter programmes, as it shall in its sole discretion, see fit. A fundamental condition of enrolment on a programme is that the trainee appreciates the need for flexibility and understands that the Company cannot accept liability and/or responsibility for delays or modifications to programmes. No refunds will be made, nor any liability incurred by the Company for stages in the programme itinerary included in the original programme price, which may have to be changed or cancelled by the programme leader.
- 4. Refund:** An initial payment of 25% of total costs is required payable to the Winter Sports Company at least 16 weeks prior to the commencement of a programme.
Full payment to the Company is required 12 weeks prior to a programme commencement. Cancellation of a booking by a trainee between 12 and 6 weeks prior to commencement will incur a charge of 25% of total costs unless a suitable replacement trainee can be found. For cancellations by a trainee less than 6 weeks before course commencement, there is no refund. Refunds will not be made for any injury or other loss sustained on the programmes of the Company. Trainees should be insured for all eventualities.
- 5. Insurance:** Travel (including cancellations, curtailments, theft, accident, medical, third party injury), and equipment insurance is not included in the overall package price, unless otherwise stated. The trainee, by his acceptance of these conditions, acknowledges that programmes involve activities which are inherently risky and that accidents can happen which do not necessarily arise from anyone's negligence. Comprehensive insurance, particularly for cancellation, ill health, medical expenses, accidental injury, liability for injury to others and death, is mandatory and proof of insurance will be required prior to departure. Some insurance guide lines are contained in the programme joining instructions. These are for guidance only and the trainee shall be solely responsible for ensuring that he/she has insurance cover which is adequate in all respects.
- 6. Health:** Trainees must be in a physical and mental condition appropriate to the programme they intend pursuing. Trainees must inform the company of any past or current medical history which may affect their health or wellbeing or that of other trainees or course conductors whilst participating in the programme. Trainees must pledge to fill out the medical section of the questionnaire fully and truthfully.
- 7. Cancellation:** The Company reserves the right to cancel programmes without prior notice, if, at the Company's sole discretion, the minimum number of students is not reached or if there is another valid reason. In this event all sums paid to the Company by the trainee will be refunded in full. In the event of the Company having to cancel a programme for reasons outside its control, the Company retains the right to deduct from such sums, 20% of monies paid. The Company undertakes to explain the reasons for cancellation and to advise and assist trainees in finding alternatives.
- 8. Responsibility:** Acceptance of a place by the trainee on a programme, binds him or her to be responsible, to adhere at all times to the instructions of the leaders representing the Company – particularly in relation to safety. The commission of an illegal act or behaviour that, in the opinion of the leaders is detrimental to the safety and welfare of course members as a whole or to any one of them, may result in the trainee concerned being asked to withdraw from the programme any time without the right to a refund. The trainee is responsible for his/her behaviour and will indemnify the Company of all loss and liability however indirect, suffered by, or on behalf of, the Company as a result of any acts or omissions of the trainee, whether negligent or not.
- 9. Behaviour:** The Company shall be entitled to recover from a trainee the cost of all damage or loss caused by the trainee. The trainee must undertake to behave with propriety and in such a manner as in no way to harm the reputation of the Company. The trainee must adapt to the accepted standards of behaviour of any host hotel and country. The participation in a programme by any trainee in breach of this clause may be terminated immediately without notice by the Company, whereupon the contract between the Company and the trainee shall be at an end without any further cost to the company.
- 10. Cost increases:** If certain increases are incurred by the Winter Sports Company which are out of their control. The Winter Sports Company reserve the right to increase the price of their courses at any time throughout the year.
- 11. Liability:** The Company does not own, manage, control, or operate any hotel, insurance company, club, mountain resort, adventure company, vehicle or any other service that would fit in the classification of supplier. As a broker, all coupons, vouchers, exchange orders, receipts, contracts and tickets issued by the Winter Sports Company and/or other companies are subject to any tariffs as well as the terms and conditions specified by each company. The acceptance of such coupons, vouchers, exchange orders, receipts, contracts and tickets shall be deemed to be consent to the foregoing conditions and neither the Company nor any of its representatives shall be or become liable or responsible for any loss, injury, or damage to a trainee or to any person, property or otherwise in connection with any programme accommodation, transportation or other services resulting directly or indirectly from:
 - Any act of God, including but not limited to dangers incident to water, air or earth, fire, breakdown in machinery or equipment, acts of Government or other authorities, de jure or de facto wars, whether declared or not, hostilities, civil disturbances, strikes, riots, thefts, pilferage, epidemics, quarantines, medical or customs regulations, and
 - Defaults, delays or cancellations of or changes in itinerary, routing or schedules from any cause beyond the control of the Winter Sports Company or
 - Any loss or damage resulting from insufficient or improperly issued passports, visas or other documents.
- 12. Risk:** Outdoor activities are enjoyed by people of all ages. Instructors from our supplier companies and organisations have extensive experience in delivering outdoor adventure activities. They will make every effort to provide the safest and most enjoyable experience possible during a programme. Although every precaution is taken to protect trainees, adventure activities such as off-piste skiing, snowboarding and skidoo driving are hazardous by nature and involve risk. The onus is on the trainee to be insured for all eventualities. The Winter Sports Company is not responsible or liable for any negligent acts or defaults of suppliers or any other person, company or corporation not directly under its control. Furthermore many suppliers of adventure services will require a release of liability to be signed by trainees, acknowledging and accepting the risk involved. Trainees must acknowledge the natural risks including but not limited to avalanches, mountain terrain, forest, wild animals, and all weather and road conditions
- 13. Liability:** By recommending or booking any activity, the Company will not assume liability to any trainee, company or business for any loss or damage or injury or anything to any trainee or property during or after participation in it, or for any delay or expenses incurred as a result of participating in it, for any reason or cause whatsoever, including negligence on the part of the Company or any of its officers or employees.
- 14. Pricing Policy:** a) The following exchange rate applies: £1 = Can dollar 1.75. b) Programme charges are based on local exchange rates and costings. Should these vary, the Company reserves the right to increase programme charges without prior notice to the trainee. If the increase, as determined by the Company acting reasonably, is in excess of 10%, the trainee may elect in writing and within 10 days of the notification of the increase, to withdraw from the programme. In such cases, all sums thus far paid by the trainee to the Company, will be returned to the trainee.
- 15. Complaints:** Any complaints about the programme should be made known to the programme leader or other representative of the Winter Sports Company, in writing, and every effort will be made to reach an amicable solution. Any complaint about a programme must be made in writing and must be received by the Winter Sports Company not later than 28 days after the end of a programme. The Winter Sports Company undertakes to address a complaint within 21 and 90 days of receipt of the written complaint. This contract shall be governed in accordance with the Laws of England.
- 16. Documentation:** Each trainee must be in possession of a valid international passport and must arrange whatever inoculations are specified as being necessary for the country concerned. Information about inoculations, clothing and equipment, climate etc, is given in good faith but the Company does not accept responsibility for the validity of such advice and would refer the participant to his/her doctor.
- 17. Training costs:** Trainees who are adjudged on arrival by the host snow sports' school to be below the stated Winter Sports Company course entry standard and therefore in need of supplementary coaching, will bear in full any resultant extra training costs.