Mogul Ski World
SPECIALISING IN SNOW HOLIDAYS

1. THE NATURE OF THE CONTRACT BETWEEN YOU AND MOGUL SKI WORLD

By signing the Booking Form, which incorporates these Terms, and paying the deposit specified in your quotation, as adjusted under Term 3 herein, you are entering a legally binding contract with Mogul Ski World in accordance with these Terms. Under this contract, Mogul Ski World agrees to arrange and coordinate transportation, accommodation and other travel services on your behalf, details of which are specified in your quotation ("the travel services"), in consideration for payment of the contract sum, and on terms set out herein. In arranging and coordinating the travel services, Mogul Ski World is acting as a tour operator and as agent for each of the entities that are to provide the travel services, as specified in the quotation ("the service providers").

The agreement between you and Mogul Ski World is comprised exclusively of the following documents, which, in the case of any inconsistency, will be read in the following order of precedence:

(i) These Terms and Conditions;
(ii) The Booking Form; and
(iii) The quotation. ("The agreement")

It is essential that you read and properly understand these Terms. If you do not understand any aspect of these Terms, you should seek independent legal advice.

You also need to be aware that under the agency relationship described above, you are entering a contract with each of the service providers that will provide the travel services. If you are booking through a travel agent, then you will also be entering contractual relations with that travel agent.

While these Terms and Conditions govern your contractual relationship with Mogul Ski World, they do not govern your relationship with the service providers, or with any travel agent you are booking through. The contractual relationship between you and each of the service providers, and any travel agent you book through, is governed by separate terms and conditions, invariably containing their own cancellation policies, warranties and limits on liability. These are issued by the relevant service provider and/or travel agent. If you are booking with Mogul Ski World directly, your Mogul Ski World travel consultant will bring the terms and conditions of the service providers who will provide the travel services comprising your booking to your attention and advise you where to access these. If you are booking through another agent, it is their responsibility to bring these terms and conditions to your attention. However, it is ultimately your responsibility to access, read and understand the terms and conditions that govern your contractual relationship with each of the service providers.

As a tour operator, and as an agent of the service providers, the role of Mogul Ski World is limited to arranging and coordinating the travel services you have requested upon making your booking. To be clear, Mogul Ski World is not responsible for the provision of the travel services. That responsibility lies with the service providers under the separate contracts you are entering with each of them. While we do our best to make appropriate recommendations, we do not warrant, or take any responsibility, for the travel services.

Finally, you should be aware, that as a tour operator, Mogul Ski World charges fees for our services, details of which are described in these Terms. We are also paid a commission, and sometimes receive gifts and other financial benefits from service providers, such as those that will be providing the travel services comprising your booking. Our fees, along with any commissions and/or other financial benefits we are paid, are included in the contract sum specified in your quotation.

2. READING AND INTERPRETING THESE TERMS AND CONDITIONS

Unless expressly provided to the contrary, or unless the context otherwise requires, the following terms used in these Terms and Conditions shall have the meanings described below:

This agreement – The contract entered between Mogul Ski World and the client, as described in Term 1 herein.

The booking – The transportation, accommodation and other travel services that Mogul Ski World has agreed to arrange and coordinate on behalf of the client, as a tour operator and as agent of the service providers, as specified in the quotation.

The client – The individual who signs the booking form and pays the deposit, thereby entering this agreement with Mogul Ski World, also referred to as 'you' and 'your' in these Terms.

The contract sum – the total amount payable by the client to Mogul Ski World in relation to the booking, as specified in the quotation and adjusted in accordance with these terms. The contract sum includes all amounts payable to the service providers in relation to the travel services, along with commissions and fees payable to Mogul Ski World in consideration for it arranging and coordinating the travel services.

The deposit – The amount required to be paid by the client to Mogul Ski World in order to confirm the booking under Term 4, as specified in the quotation and as may be adjusted under Term 3.
Ground services – All travel services comprising the booking, excluding airfares.

Ground service providers – The service providers responsible for providing the ground services.

The quotation – The quotation provided by Mogul Ski World Ski to the client, as identified by the quotation number specified in the Booking Form. The quotation describes, in full, the travel services that Mogul Ski World has agreed to arrange and coordinate on behalf of the client under this agreement.

Mogul Ski World – Jigsaw Travel - Mogul Ski World Pty Ltd (ACN 007 317 348), trading as Mogul Ski World, from time to time hereinafter referred to as 'us', 'we', and 'our'.

The service providers – The various hotels and other accommodation providers, airlines and other transportation service providers and other miscellaneous travel service providers that Mogul Ski World acts as agent for in arranging and coordinating the travel services comprising the booking on behalf of the client.

The travel services – The transportation, accommodation and other travel services Mogul Ski World has agreed to arrange and coordinate on behalf of the client, as specified in the quotation.

These Terms – These Terms and Conditions.

Further to these definitions, in interpreting these Terms, unless the contrary intention appears:

(a) headings are for ease of reference only and do not affect the meaning of the substantive terms;

(b) the singular includes the plural and vice versa;

(c) other grammatical forms of defined words or expressions have corresponding meanings;

(d) a reference to anything includes the whole or part of that thing and a reference to a group of things or persons includes each thing or person in that group; and

(e) claims include any and all actions, suits, causes of action, debts, dues, costs, claims, liabilities, demands, damages, losses, costs and expenses of any description, decisions, judgments and orders either at law or in equity or arising under any statute.

3. YOUR QUOTATION

At your request, we provided you with a quotation setting out details of the travel services you require us to arrange and coordinate on your behalf, and the applicable costs. The quotation that forms part of your agreement with Mogul Ski World is identified by quotation number in the Booking Form you are required to sign and return to us.

While we do our best to ensure the accuracy of pricing in your quotation, due to dynamic pricing models used by many hotels, and currency fluctuations inherent to the travel industry, prices are subject to change up to the point at which you confirm your booking in accordance with Term 4 of these Terms.

The amounts specified for payment in our quotation are for payments made by cash, cheque or direct deposit. We also accept payment by credit card, although this is subject to a surcharge. The amount of the surcharge is: Visa and Mastercard 1.25%, American Express 1.8% and International Cards 3.21%.

4. CONFIRMATION OF YOUR BOOKING BY PAYMENT OF A DEPOSIT AND RETURN OF A SIGNED BOOKING FORM

Subject to Term 8, to confirm your booking, you must pay a deposit in the amount specified in the quotation, subject to any adjustment under Term 3, and return a signed Booking Form. The amount of the deposit you are asked to pay to confirm your booking depends on your destination and the accommodation selected, along with any flights (N.B. Generally, full payment is required for all flights at the time you pay your deposit).

By signing the Booking Form and paying the deposit, you are entering a legally binding agreement with Mogul Ski World in accordance with these Terms.

5. THE OUTSTANDING BALANCE IS SUBJECT TO ADJUSTMENT TO ACCOUNT FOR CURRENCY FLUCTUATIONS UNTIL PAYMENT HAS BEEN MADE IN FULL

All prices quoted are in Australian dollars. Following confirmation of your booking and payment of the deposit, the balance owing continues to be subject to adjustment, either up or down, to account for any fluctuations in exchange rates between the date the booking is confirmed and the date on which it is paid for in full.

Any adjustment will be based on a comparison between the exchange rates available to Mogul Ski World on the day the booking is confirmed and the exchange rates available on the day the balance is paid in full. To be clear, if the exchange rate has varied unfavorably, such that some, or all, of the prices quoted in Australian dollars have increased, you will be liable to pay the full amount of these price increases at the time you pay the remaining balance owing. Equally, if the exchange rate has varied in such a way as to reduce the prices quoted in Australian dollars, the full amount of the reduction in prices will be passed on to you.

To minimize the risk of an increase in price under this Term, we recommend that you pay the entire outstanding balance at your earliest convenience.

Please note that while we do not make any margin on currency transactions effected on behalf of our clients, the rate at which we purchase currency may differ slightly from the headline rate.

6. OPTION TO LOCK IN PRICES AT TIME OF BOOKING CONFIRMATION

If you are booking a holiday to the USA, Canada, or Japan, and wish to avoid the risk of unfavorable currency fluctuations leading to an increase in price through an adjustment under Term 5, but do not wish to pay for the booking in full, we offer a 'currency lock in option'.

Under our 'currency lock in option', you will be required to pay a surcharge of 1.5% of the total price specified in your quotation, as adjusted under Term 3, excluding the cost of any airfares. To exercise the 'currency lock in option' you must notify us of your intention to do so by ticking the relevant box on the Booking Form and paying the surcharge described at the time you pay your deposit.

If you choose to exercise the 'currency lock in option', we will purchase sufficient foreign currency on your behalf to cover the remaining balance owing to us in relation to your booking, thereby removing the need for any subsequent adjustment under Term 5.

Please note, however, that by choosing the 'currency lock in option', you also lose the potential benefit of favorable currency fluctuations between the date you confirm your booking and the date on which you pay the remaining balance owing.

7. PAYMENT OF THE OUTSTANDING BALANCE

The balance that remains outstanding following confirmation of your booking, as adjusted under Term 5, must be paid in full no later than 75 days prior to your departure date. Unless you have taken out the 'currency lock-in option' under Term 6, please ensure that you contact us prior to paying your outstanding balance, so as to enable us to effect the currency adjustment under Term 5.

If you fail to pay us the outstanding balance by the date required under this Term, for any reason whatsoever, your booking may be cancelled (this is entirely at the discretion of the service providers). If your booking is cancelled as a result of late payment, the same consequences will follow as would be the case if you elected to cancel your booking and you will be liable to pay cancellation fees in accordance with Terms 11.1, 11.2, 11.3 and 12.3 and 12.4.

8. LATE BOOKINGS

(a) To confirm a booking in relation to which the departure date specified in the quotation is less than 75 days away, rather than paying a deposit, you must pay the full amount of the quotation, as

adjusted under Terms 3 and 5, as well as returning a signed Booking Form.

(b) Bookings confirmed within 14 days of the departure date specified in the quotation will be subject to an additional charge of $180 (GST inc.). This fee is required to be paid at the time you confirm your booking in accordance with Term 8(a).

9. SERVICE FEE FOR PREPARING YOUR ITINERARY

Planning an itinerary for the purpose of issuing a quotation is time consuming. It calls on skills and knowledge that our consultants have developed over many years in travel. For this reason, we charge a service fee of $400 (GST inc.) per itinerary. This fee is payable irrespective of whether you subsequently accept our quotation and confirm the booking. However, the fee is incorporated into the contract sum specified in the quotation and therefore, no additional amount will be payable if you proceed with the booking. If, on the other hand, you do not proceed with the booking, the fee described in this Term will be invoiced separately.

10. FEES PAYABLE IN RELATION TO VARIATIONS TO YOUR GROUND SERVICES AFTER CONFIRMATION OF YOUR BOOKING

We charge a service fee of $125 (GST inc.) for each variation to the ground services contained in your booking that you instruct us to make after confirmation of your booking under Term 4, but prior to us issuing your travel documentation. Your travel documentation, which includes your airline and other transportation tickets, itinerary and vouchers (depending on the details of your booking), will be issued approximately one (1) month prior to your departure date. For each variation to your ground services, you instruct us to make after the issue of your travel documentation, the fee applied will be $125 (GST inc.).

In addition to these fees, we will pass on in full the amount of any fees charged by hotels or other ground service providers in relation to any variations you instruct us to make.

11. CANCELLATION OF GROUND SERVICES

This Term applies with respect to the cancellation of your ground services. Our cancellations policy and applicable fees in relation to airfares is set out separately, in Term 12.4. The cancellation fees specified in this term are in addition to those specified with respect to cancelled airfares in Term 12.4.

11.1 Cancellation of the entirety of your ground services

If you cancel the entirety of the ground services specified by way of your booking for any reason whatsoever, the following conditions apply:

(a) We will charge a cancellation fee of $400 (GST inc.) per person; and

(b) We will otherwise pass on to you whatever amounts are refunded by the ground service providers (to be clear, we will pass on the full amount refunded less the cancellation fees charged pursuant to Term 11.1(a)).

Please note that the amount you can expect to be refunded by the ground service providers is entirely at their discretion and subject to their own refund policies, which are detailed in their own separate terms and conditions (see Term 1).

If you cancel the ground services contained in your booking 75 days or more prior to your planned departure, you will generally receive a refund, although this will be subject to cancellation fees rendered by the ground service providers (in addition to the cancellation fees we render under Term 11.1(a)). If you cancel less than 75 days prior to your departure, it is less likely that the ground service providers will offer a refund and if they do, it will be subject to higher cancellation fees. For ground services cancelled within 30 days of departure, you will not receive a refund.

11.2 Cancellation of any part, but not the entirety, of your ground services

If you cancel any part of the ground services contained in your booking (but not the entirety of the ground services) and wish to obtain a refund, the following conditions will apply

(a) If you notify us of the cancellation after the date of your departure there will be no refund; or

(b) If you notify us of the cancellation prior to the date of your departure, we will apply for a refund from the relevant ground service provider(s) and pass on any amount refunded (subject to cancellation fees charged by the relevant ground service provider(s)), less a handling fee of $125 (GST inc.), which we reserve the right to deduct from the amount refunded. This $125 (GST inc.) handling fee will be charged for each and every ground service you choose cancel up to a cap of $605 (GST inc.). We will still charge our handling fee if you do not receive any refund, in which case we will issue a tax invoice for the amount due.

11.3 Implications if you exercise the 'currency lock in option' under Term 6 and subsequently cancel your ground services

If you have taken out our 'currency lock in option' under Term 6, and subsequently cancel all, or any part, of your ground services, thereby leaving us in possession of surplus foreign currency, we will compare the rate(s) at which we purchased the surplus foreign currency to the market rate(s) available on the date of your cancellation. If the surplus foreign currency that we hold has decreased in value, we will require you to pay an additional fee under this Term equal to the amount by which it has decreased in value. We reserve the right to deduct this fee from any refund given to you under Term 11.2. If no refund is given, we will issue a tax invoice for the amount of any fee rendered under this term.

11.4 Time for processing refunds

Refunds often take some time to be processed. If you are eligible for a refund, you may not receive it for at least 60 to 90 days after you cancel your booking and, in any event, until such time as it has been paid to us by the relevant ground service provider(s).

12. AIR TRAVEL

12.1 General provisions relating to air travel

Airfares are not included with your booking unless otherwise specified. As with all travel services included with your booking, airfares are subject to terms and conditions imposed by the relevant service provider, in this case the airlines. These will be brought to your attention at the time you make your booking, although, as provided in Term 1, it is ultimately your responsibility to access and read the terms and conditions of each of the airlines you instruct us to book airfares with.

The price of airfares and the applicable terms and conditions are subject to change, without prior notification, up to the date on which airline tickets are issued. Full payment is required before a ticket can be issued. Until airfares have been paid for in full, we cannot guarantee that airfares will not increase in price. In most instances, airfares must be paid in full at the time you confirm your booking in accordance with Term 4. The cost of any airfares included with your booking and the amount required to be paid in relation to these airfares at the time you confirm your booking under Term 4 will be specified in your quotation.

12.2 Processing fees we charge in relation to airfares

When we book an airfare on your behalf, we are usually paid a commission by the airline. The amount of the commission varies depending on the airline and the flight you are booking. If you ask us, we are happy to tell you the amount of our commission with respect to any given flight.

In some cases, however, we are paid only a small commission, or no commission at all, by the airline when we book a flight on your behalf. In these cases, we charge a processing fee, the amount of which depends on the class of fare you are booking. It is entirely at our discretion whether we charge this fee. The applicable amounts are as follows:

International Airfares

Economy:	$180.00 (GST inc.)
Premium Econ:	$245.00 (GST inc.)
Business:	$365.00 (GST inc.)
First:	$365.00 (GST inc.)

Domestic airfares (both within Australia and outside Australia):

Economy: $66.00 (GST inc.)
Business + First Class: $120.00 (GST inc.)
Your quotation will specify whether you have been charged a processing fee, along with the amount.

12.3 Fees charged in relation to variations to your airfares

If you instruct us to make any change to the airfares contained in your booking, we will charge a change fee of $180 (GST inc.) per person. This amount will be charged with respect to each change you instruct us to make to your airfares. In addition to our change fees, we will pass on in full the amount of any fees charged by airlines in relation to changes you instruct us to make.

12.4 Cancellations policy in respect of airfares

All airlines have their own cancellation policies, which are set out in their terms and conditions. These provide details of any fees charged by the airlines in the case of a cancellation. We will bring these to your attention at the time you make your booking.

In addition to the fees charged by the airlines, if you cancel any (or all) of the airfares contained in your booking, we will charge a fee for each cancellation. The amount of the fee depends on the class of fare you are cancelling. The applicable amounts are as follows:

Economy:	$180.00 (GST inc.)
Premium Econ:	$245.00 (GST inc.)
Business:	$365.00 (GST inc.)
First:	$365.00 (GST inc.)

12.5 Special requests

Please notify your Mogul Ski World travel consultant at the time you request a quotation from us, or in any event, at the earliest possible opportunity, of any special requirements you have when flying, such as special meals, seating requests, medical or other requirements ("Special Requests"). This will enable us to notify the airlines of your Special Requests as early as possible. While we will pass on details of your Special Requests to the airlines and do our best to ensure these are accommodated, it is ultimately the responsibility of the airlines you fly with, and not Mogul Ski World, to accommodate your Special Requests and we cannot guarantee, and do not warrant, that this will occur.

12.6 You should confirm your flights directly with the airlines

We recommend that you contact all airlines you are booked to fly with between 48 and 24 hours prior to departure of each of your scheduled flights to confirm flight departure details, as these occasionally change without notification from the airlines. You should also use this opportunity to confirm any Special Requests you have made in relation to your air travel.

12.7 Managing your flights

Changes you instruct us to make to any aspect of your flights are subject to the fees specified in Term 12.3 hereto.

If you have purchased a frequent flyer ticket, it is your responsibility to manage all aspects of your flights, including, but not limited to, variations to your scheduled travel arrangements, seating arrangements or Special Requests. We are unable to do this on your behalf.

It is your responsibility to ensure that other aspects of the travel services comprising your booking which may be affected by changes you instruct us to make to your flights, or changes you make yourself, are also altered accordingly. Mogul Ski World takes no responsibility for missed connections, cancelled bookings or other consequences flowing from a failure to alter these other aspects of your booking when changes are made to your flights.

12.8 E-Tickets

If an e-ticket has been issued by any of the airlines you are booked to fly with, your boarding pass will be available for collection at the check-in counter at the time you check in for your flight. It is your responsibility to collect this prior to boarding your flight.

12.9 Ensuring your booking is made in the correct name and that your passport is valid for at least six (6) months

It is your responsibility to ensure that the name in which your booking is made, along with your date of birth, are identical to your name and date of birth as these appear in your passport. Your name and date of birth for the purpose of your booking are specified in the itinerary we issue, which is based on the details provided by way of your Booking Form. It is your responsibility to ensure that these details are correct.

When you receive your itinerary, you should check the accuracy of these details, as any discrepancy may result in you being refused permission to board your flight(s). If, after checking your itinerary, you find that there is some discrepancy, you must advise us immediately to enable us to correct your travel documents. Many airlines charge fees for name changes, while others require cancellation and re-

booking. The policies of individual airlines are specified in their own terms and conditions.

It is also your responsibility to ensure that your passport is valid for a period of at least six (6) months after the date that you are due to return to Australia. If do not meet this requirement, you may be refused permission to travel.

All travel documents are non-transferable.

12.10 Seating

Please be aware that all airlines reserve the right to change any pre-booked seating at any time. This is entirely at their discretion and we take no responsibility for such changes.

12.11 Baggage

Terms and conditions relating to the carriage of your baggage – including baggage allowances, prices and other fees, and any restrictions – vary from one airline to another and are subject to change without prior notification. You should check the terms and conditions (or website) of each of the airlines you are travelling with to determine the applicable terms in relation to each of your flights.

Please be aware that if your domestic/internal flights are issued on a separate ticket to your international flights, the terms and conditions relating to carriage of your baggage may differ. This may lead to you being charged for each piece of luggage checked in, as your domestic/internal airfare may not include baggage. You should check with the relevant airline(s).

You should also be aware that sporting equipment, oversized bags and other special baggage may incur additional costs.

12.12 International check-in procedure

For international flights, we recommend that you arrive at your airline's check in counter at least 3 hours prior to your flight's scheduled departure. Please note that with current security arrangements around the world, some airlines and airports require earlier check-in. You should check with your airlines at the time you confirm your flight(s). Mogul Ski World takes no responsibility for missed flights or any other consequences resulting from late arrival.

12.13 Products restricted or prohibited by airport security

There are restrictions on the amount of certain products, including, but not limited to, liquids, aerosols and gels, that passengers may carry through international airport security search points in their hand luggage. It is your responsibility to ensure you comply with these regulations. Mogul Ski World takes no responsibility and cannot be held liable for any loss of property due to the application of these regulations.

For more information, please check with your Mogul Ski World travel consultant or visit: www.dotars.gov.au

13. FORCE MAJEURE

13.1 Force Majeure – standard provisions

Sometimes, all or part of your booking may be cancelled or delayed due to circumstances beyond anyone's control. The circumstances under which this may occur include, but are not limited to, floods, fires, acts of God, extreme weather events, natural disasters, wars or the threat of war, riots, civil strife or other disturbances, terrorist attacks or other terrorist activities (whether threatened or actual), armed insurgencies, strikes, port or airport closures, plagues, pestilence, epidemics and pandemics, technical problems with transport, insolvencies of major service providers or alterations to or cancellation of scheduled travel services ("Force Majeure Event"). Subject to Term 13.2, in the case of a Force Majeure Event that causes or results in a cancellation of all or part of your booking, or a variation of any part of your booking, the same terms will apply as would be the case if you had elected to cancel or vary your booking. Accordingly, you will be liable to pay all fees that normally apply with respect to varied or cancelled bookings under Terms 10, 11.1, 11.2, 11.3, 12.3 and 12.4.

Mogul Ski World cannot be held liable for any claim arising from, or in any way related to, a Force Majeure event.

13.2 Force Majeure - cancellations caused by Covid-19

Notwithstanding anything contained in Term 13.1 hereto, if you are forced to cancel or vary all or part of your booking as a direct result of any of the following circumstances:

(i) The closure of one or more borders as a public health measure to prevent the spread of Covid-19;

(ii) The cancellation of all, or any part, of your booking by one or more service providers where the reason given by the aforesaid service provider or service providers is an inability to carry out their operations as a direct result of Covid-19 restrictions; or

(iii) An incapacity on the part of one or more members of your travel party to travel at the time of your scheduled departure date as a result of having contracted Covid-19;

We will waive the fees that that we would otherwise be entitled to charge for variations to and/or the cancellation of the ground services and/or airfares comprising your booking, as provided for under Terms 10, 11.1, 11.2, 11.3, 12.3 and 12.4.

Please note, the fees that we are hereby agreeing to waive are exclusively those fees that Mogul Ski World is entitled to charge with respect to variations to or cancellation of your booking in accordance with these terms. You may still be charged variation or cancellation fees by the service providers, which is entirely at their discretion and subject to their own separate Terms and Conditions, as is the amount of any refund offered by the service providers where you are forced to cancel or vary your booking due to circumstances relating to the Covid-19 pandemic.

14. INSURANCE

We strongly recommend that you to take out Travel Insurance with respect to your booking. If travel insurance is obtained through any other travel insurance agent aside from Mogul Ski World and we are subsequently required to assist your insurer in any way in relation to a claim on your policy, we will charge a fee of $125 (GST inc.) for each claim we are asked to assist with.

15. ADDITIONAL COSTS NOT INCLUDED IN YOUR BOOKING

Any cost that is not specifically noted in your quotation as included with your booking is your own responsibility and you are liable to pay it.

Some costs that are not included with your booking include, but are not limited to, airport charges, passport and visa costs, beverages, meals other than those specified, excess baggage, insurance and gratuities.

Additional costs caused by weather or failure of transportation services, or other circumstances beyond our control, are not included and Mogul Ski World cannot be held liable for these costs. You may be entitled to claim costs of this nature through your travel insurance, although we provide no warranty to this effect and this entirely at the discretion of your insurer applying the terms of your policy.

16. VISAS

It is your responsibility to ensure that all visa requirements have been met for all destinations encompassed by your booking. We make no warranty with respect to your capacity to gain entry to any international destination and cannot be held liable for any losses sustained as a result of you being refused entry to any port.

All eligible travellers to the United States travelling under the Visa Waiver Program must obtain authorisation to travel to the U.S. online, no later than 72 hours prior to departure. This applies for passengers flying to the United States either as a destination/stopover or as a via/transit point. See: https://esta.cbp.dhs.gov/esta

All travellers to Canada eligible to travel under the Visa Waiver Program must obtain authorisation to travel to Canada online no later than 72 hours prior to departure. This applies for passengers flying to Canada either as a destination/stopover or as a via/transit point. http://www.cic.gc.ca/english/visit/eta.asp

17. TRAVEL ADVICE

We recommend that you check the advice of the Australian Department of Foreign Affairs for any country you will be visiting. This information can be accessed at www.smartraveller.gov.au or by phoning the 24-hour emergency centre on +61 2 6261 3305 or the Australia only number 1300 555 135.

18. HEALTH

We recommend that you contact The Travel Clinic or check www.travelclinic.com.au or visit your local doctor to obtain travel health advice relevant to your intended destinations well prior to your departure. Mogul Ski World takes no responsibility for and cannot not be held liable for any claim relating to any health-related issues you suffer during your travels or after completing your booking.

19. SNOW CONDITIONS

Mogul Ski World cannot be held responsible for snow or weather conditions. Bookings cannot be cancelled or amended on the basis of adverse weather conditions, except in accordance with Terms 10, 11 and 12.

20. EXCLUSION OF LIABILITY

While travel is often an enjoyable and enriching experience, it is not without risk. Occasionally, it can result in sickness, serious injury or even death. Subject to all applicable laws, these risks are borne entirely by the client and others in their travel party. The client hereby agrees that Mogul Ski World, its directors, officers, employees, successors and assigns, cannot be held responsible, and will not be liable for, any claim related to, or arising out of, the booking, including, but not limited to, claims related to, or arising out of, any illness or injury suffered by the client or any member of their travel party, or the death of the client or any member of their travel party.

21. INDEMNITY

The client agrees to indemnify and hold harmless Mogul Ski World, its directors, officers, employees, successors and assigns, against all claims arising out of or in any way related to the booking. This includes, but is not limited to, any claims related to, or arising out of, any sickness, injury or death to the client, its family members or others in its travel party, whether this results from an act or omission by Mogul Ski World, its directors, officers, employees, affiliates, agents, successors and assigns or from an act or omission by any of the service providers, their directors, officers, employees, affiliates and agents, successors and assigns, involved in providing the travel services that comprise the booking.

22. PRIVACY NOTICE

Mogul Ski World collects information about you (including health information where necessary) to process your travel arrangements. If the information is not provided, Mogul Ski World may not be able to arrange the travel services comprising the booking. By entering this agreement, you are consenting to Mogul Ski World disclosing your personal information to its related companies, carriers and travel service providers, which provide services to Mogul Ski World.

23. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between Mogul Ski World and the client and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between Mogul Ski World and the client in connection with the booking except as specifically set out herein.

24. APPLICABLE LAW AND JURISDICTION FOR RESOLUTION OF DISPUTES

Mogul Ski World and the client irrevocably submit to the laws of Victoria, Australia with respect to the interpretation of this agreement. The parties further agree that any dispute that arises between them under this agreement, or in any way related to the booking, whether in contract, tort or otherwise, will be resolved through litigation in the Courts of Victoria, Australia.

25. SEVERANCE

If any term of this agreement is found to be invalid, unenforceable or illegal, the remaining terms shall remain in force. If any invalid, unenforceable or illegal term would be valid, enforceable or legal if some part of it were deleted, the term shall apply with whatever modification is necessary to give effect to the commercial intention of Mogul Ski World and the Client.

26. VARIATIONS

These Terms cannot be amended or varied except by way of a written document signed by both Mogul Ski World and the Client.