

Guidance for Leaders of Ski Trips

The Outdoor Education Advisers' Panel (OEAP) have been negotiating with the School Travel Forum (STF) about an Annex for Snow Sports to the otherwise fully agreed Approved Code of Practice for member organisations. In the continued absence of agreement by the providers for this Annex, it is suggested that schools seek reassurances about the following when booking their ski trips.

1. Ski and snowboard instructors

- a) All instructors are qualified according to local and national regulations and approved by the Director of the local snow-sport school.
- b) The Tour Operator's contracts with ski schools specify that all instructors are qualified according to local and national regulations.
- c) The tour operator must clarify the arrangements for snow-sports classes in advance. (e.g. class sizes and class sharing arrangements)

2. Equipment hire

- a) A written contract is in place with equipment hire shops specifying the following conditions.
- b) Ski equipment is of an acceptable standard and is routinely checked every time it is issued
- c) Only members of staff who are suitably experienced undertake the fitting of equipment. In most cases, only fully qualified technicians will be employed.
- d) The bindings must be fitted with due consideration to the age, weight, height and ability of the participant and the manufacturer's instructions.
- e) Boots must be dry and in full working order with no significant damage that could reduce performance. All fastenings must be fully functioning.
- f) Skis and boots should be easily identifiable so that children do not try to use the wrong equipment.
- g) The tour operator will regularly check that these conditions are being met and be able to provide evidence of such checks upon request.

3. Standard of up-lift

- a) The tour operator should have tested and used the lift system, particularly those parts dedicated to beginners. Where hazards have been found, they should be designated as severe, moderate or slight and brought to the attention of both the Party Leader and the ski lift company so that improvements can be suggested. In the unlikely event that significant hazards are not adequately addressed by the lift company, the Party Leader should make a formal complaint to the tour operator.
- c) Resorts must be assessed by the tour operator as suitable for school and youth groups.
- d) Both lift system and runs, particularly nursery slopes, should be able to absorb high season visitors without causing dangerous overcrowding.
- e) To avoid lift queues, Ski School fast tracking should be available.

- f) Lifts should be suitable for school/youth groups, particularly beginners. Therefore, the resort should be equipped with short drag-lifts or moving carpet lifts or slow moving, easy to use chairs, or detachable lifts that are slow moving at the beginning and end, such as modern chairs or covered gondolas. To be avoided are old style T-Bars or draglifts across steep or difficult terrain, particularly when the piste cannot easily be reached by fallers. Difficult lifts will be brought to the attention of the Party Leader.
- g) Any potential hazards will be brought to the attention of the group leader and the lift company.
- h) Chairlifts without foot rests or restraining bars will not be used for school ski groups travelling with the tour operator. Where these are present in resort they will be pointed out to the Party Leader.

4. Accommodation

In addition to the requirements of the School Travel Forum Safety Management Standard for accommodation (sections 3.1 and 3.2), consideration should be given to the following:

- a) Special hazards which may occur in a ski resort will be communicated to the Party Leader and remedial action will be requested from the appropriate quarter. These hazards could include slippery walkways, traffic risks when disembarking from coaches and ski buses, hanging/falling icicles etc.
- b) Food and is both nourishing and served in adequate quantities.
- c) Accommodation is appropriate to the mountain environment in winter conditions.
- d) Guidance is given on appropriate clothing for winter conditions

5. Evening Entertainment programmes:

- a) The Tour Operator is responsible for all the parts of the ski course included in the brochure price and for extras charged separately and arranged by the Tour Operator. Popular evening activities will have been inspected in advance and any risks noted, so that they can be passed on to the group leader.
- b) The Tour Operator is not responsible for facilities in resort that are available to the general public and do not form a part of the programme organised by the Tour Operator. There may be many attractions available such as nightclubs, swimming pools, skidoo rides, toboggans etc. The Tour Operator will try to list all attractions as a service to the group but will only check an attraction for risks if it is part of the evening activity programme offered as an extra in resort.
- c) If the hotel has a swimming pool, the following questions apply:
 - Does the pool comply with all local standards?
 - Does the pool have a documented health and safety plan?
 - Is the bottom of the pool clearly visible?
 - Are there adequate depth markings?
 - Are there any steep gradients/steps on the pool bottom?
 - Are there "no diving" signs?
 - Is the pool perimeter non-slip?
 - Are there Lifeguards on duty? If yes, when?
 - Is the pool lit or closed and shut off at night?

(Note: If there is no lifeguard cover provided and the group wishes to use the pool under supervision of its own appropriately qualified lifeguards, the hotel must agree to exclusive use of the pool by the group for the duration of its session.

– see also HCC Generic Risk Assessments, Offsite Visits, Swimming Pools on the Grid
www.thegrid.org.uk/info.healthandsafety/risk_assessment.shtml)

6. Inspection Visits Policy

Inspection visits are provided free or at a subsidised rate by the Tour Operator so that the Party Leader can assess the accommodation, resort, slopes, lifts and ski equipment. A lift pass and ski equipment may also be included or be available at cost rate, to be refunded on receipt of a confirmed group booking.

- a) Party Leader Inspection visits for individuals
These Inspection Visits, organised for single travellers, may be of short duration using low-cost carriers or of 8 days duration making use of charter flights, at the Tour Operator's discretion.
- b) Party Leader Inspection Visits for groups
Tour operators may organise group Inspection Visits so that a group of Party Leaders can inspect several resorts in one trip. These will also be charged at cost price, refundable when the group leader confirms a school group booking.
- c) Party Leader Inspection Visits as holiday concessions
Tour operators may offer low-cost ski holidays to teachers, their families and friends, at below published prices, not including free places or a child discounts. These are special offers that fulfil the dual purpose of ski holiday and fact-finding visit.

7. Group Leader Benefits Policy:

Tour Operators recognise that group leaders may have difficulty organising a School Ski Course due to family commitments. It is therefore suggested the following concessions to the Party Leader's immediate family may be offered without compromising either the Party Leader or the Tour Operator.

- Spouse – child rate plus adult lift pass supplement.
- Child under 2 years – free
- Child 2 – 16 years – 50% reduction

Conditions

- 25 paying members minimum
- 2 children per group maximum
- Children under 2 share aircraft or coach seats and have no baggage allowance
- Children share a room with family or group
- Family concessions are not included in the free place calculation
- Cots may not be available
- Children under 7 are not included in ski school. (12 years in France and Austria)
- All supplements are payable in full

So long as this policy is transparent and fair, further, unpublished, concessions should not be considered.

8. Transport

In addition to the requirements of the School Travel Forum Safety Management Standard for transport (sections 3.3 and 3.4), further conditions should be applied to the as follows:

- a) Coaches will be properly equipped for winter, in particular including snow chains and appropriate anti-freeze systems
- b) Snow chains are mandatory for all vehicles travelling to ski resorts
- c) Coaches must have provision for the second driver to sleep in a reclining seat, or separate cabin well away, from the front of the coach

9. Waivers*

The Tour Operator must make arrangements to ensure that there are no requirements in advance or in resort on Parents, Party Leaders or Participants to sign a declaration waiving any of the resort's responsibility for ensuring due diligence for the welfare of visitors in the delivery of contracted services.

This guidance has been compiled from material supplied by Martin Tomlinson, Outdoor Education Advisor for West Sussex, and Alan Cottle, Risk Manager and Outdoor Advisor for Surrey.

- With grateful thanks, Mark Falkingham, Offsite Visits Advisor, HCC, October 2007

*** Liability 'waivers' at ski resorts in the USA**

Staff leading ski trips to Heavenly and several other resorts in the USA should ensure that they will not be asked to sign any liability waivers once they have arrived at the resort.

These waivers would not be recognised under British or European Law but, I understand, have a different status under US Law. Any contract signed with a tour operator in this country affords the consumer protection against liabilities that the waivers seek to undermine. Therefore the tour operator you are skiing with should be prepared to underwrite any liabilities incurred by clients who have entered into contract with them under our laws.

The position of the Outdoor Education Advisors Panel (OEAP) is that where establishments have freely entered into a contract with a provider, under the protection of UK and European Law to go skiing, the provider has contracted to take them skiing, so should be dealing with the waiver issue as and when it arises at the resorts. In practice this may mean the company representatives at Heavenly resort signing any waivers on their clients' behalf, which may, in turn, mean accompanying groups whenever they go to get their skiing equipment, lift passes or even signing in at their skiing lessons.

Group leaders should not be pressured into signing these waivers as they are leaving themselves exposed to liability claims under US laws. Group organisers may wish to seek reassurances from their tour operator if they were not already aware of this matter.