

## 5.12 Snowsports Annex

### 1. Snowsport Schools and Instruction

- 1.1. A written contract will be in place with all snowsports schools used confirming as a minimum;
  - 1.1.1. They comply with all National Regulations and are certificated to operate locally;
  - 1.1.2. They have sufficient liability insurance;
  - 1.1.3. The arrangements for instruction, for example instructor/pupil ratios, maximum class sizes and class sharing;
  - 1.1.4. The runs to be used will be selected to match the needs of the group and level of instruction needed;
  - 1.1.5. All Uplifts to be used will be licensed and approved to local regulation and be suitable for safe use by school groups with particular consideration to beginners.
- 1.2. All instructors used for school groups will be qualified according to local and national regulations (where they exist), be at or over the equivalent of BASI Alpine Level 2 Instructor and approved by the Director of the local snow sport school.
- 1.3. Members will clarify the arrangements for snowsports classes in advance with the school and group leader. E.g. class sizes, instructor/pupil ratios and class sharing arrangements.
- 1.4. Members will ensure snowsports schools are informed of any special needs, including essential medical information in advance.
- 1.5. Helmets and 4 hours tuition should be offered as standard, with an opt-out option where appropriate.
- 1.6. To ensure employers' expectation that teachers remain in loco parentis, extra tuition or accompanied meals should not be offered or portrayed in publicity in a way that conflicts with that responsibility.

### 2. Equipment Hire

2. A written contract will be in place with the supplier of equipment specifying the following conditions. The tour operator will regularly check that these conditions are being met.
  - 2.1.1. They have sufficient liability insurance;
  - 2.1.2. Equipment is of an acceptable standard and is checked every time it is issued;
  - 2.1.3. Only members of hire shop staff who are suitably competent will undertake the fitting of equipment;
  - 2.1.4. Ski bindings are fitted with due consideration to the age, weight, height and ability of the participant and the manufacturer's instructions. Ski fit records are kept in case of accident investigation;
  - 2.1.5. At the time of issue boots are dry and in full working order with no significant damage that could reduce performance and all fastenings are fully functioning;

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- 2.1.6. Helmets are correctly fitted with no significant damage and where applicable meet local standards.
- 2.1.7. All equipment issued is easily identifiable so that children do not try to use the wrong equipment.

## **3. Transport**

- 3.1. In addition to the conditions for transport provision within sections 3.3.3 and 3.4.1 of the main STF Code of Practice, coaches for school snowsport tours must be properly equipped for winter conditions, such as the provision of winter tyres or snow chains and appropriate driver training.

## **4. Resort**

- 4.1. Special slip, trip and fall hazards will be highlighted to Party Leaders. E.g. slippery footpaths, walking in ski boots, traffic risks when disembarking from coaches and ski buses, falling icicles etc.
- 4.2. Board and accommodation should be appropriate to a mountain environment in winter conditions.
- 4.3. Guidance will be given on appropriate clothing for winter conditions.
- 4.4. There should be poor weather contingency plans

## **5. Disclaimers/Waivers**

- 5.1. Wherever possible, STF members will avoid party leaders, parents or members being asked to sign disclaimers or waivers for US snowsport resorts. Where this is not possible, Members will make clients aware of any likely waiver demand and provide them with an explanation of the legal situation before travel. Waivers should not be presented to teachers unexpectedly and at short notice, particularly in resort.
- 5.2. In any case, members will ensure that the primary contract with clients is made under UK law, so that the protection offered under the Package Travel Regulations 1992 takes precedence over local disclaimers or waivers that may be demanded by the resort.
- 5.3. The following is the recommended wording to ensure a consistent approach across all members:

*We would like you to be aware that (name of resort) require the signing of a disclaimer before ski and snowsports services are provided. As a member of the School Travel Forum we support the stance that such waivers are unacceptable and lobby for their complete removal. Notwithstanding, you have the reassurance that your primary contract is with us and is signed under UK law. This means that the protection offered under the Package Travel Regulations 1992 takes precedence over local disclaimers or waivers that may be demanded by the resort.*