

BOOKING TERMS AND CONDITIONS

1. Adventure Alternative Ltd, hereinafter called the Company, accepts booking on the following conditions:
2. A **deposit** of £250.00 sterling or 350 euro must accompany the booking form. The balance is due six weeks before departure, but bookings made within this period are due for immediate payment. If, for any reason, the balance is not received by the due date, the Company reserves the right to cancel the booking, retain the deposit paid and charge cancellation fees in accordance with the scales shown in the next paragraph.
3. The **price quoted** for any expedition covers the cost of the planning, the organisation and carrying out of the expedition, including group equipment, supplies, accommodation, administration and staff, except for the following, for which the client must be responsible: inoculation fees, cost of transport to the departure point for overseas travel, international travel, cost of visas, personal prescribed medicines, personal equipment and clothing, personal expenses while on the expedition (drinks, laundry, telephone calls, souvenirs etc) or other expenses specifically noted on the trip description and invoice.
4. **Cancellation of bookings** must be notified in writing or by email. Cancellation charges are based on the date of receipt of written notification: More than 6 weeks before departure...loss of deposit; 4-6 weeks...30%; 2-4 weeks...45%; less than 2 weeks...90%; on or after date of departure...100%. Travel insurance premiums will not be refunded in the event of cancellation.
5. If the **clients withdrawal** for a trip is due to one of the following reasons, and satisfactory evidence is provided, the Company will refund to the client the instalments made up until the date of withdrawal: death of the client or clients accidental bodily injury, illness, compulsory quarantine, summoning to jury service or witness attendance in court or the death or serious illness of a close relative or fiancé(e) which necessitates the presence of the client at home.
6. The right is reserved to cancel the expedition for reasons beyond our control as a result of hostilities, political unrest or other circumstances amounting to **force majeure**. Should the Company be forced to cancel an arrangement for any reason except default by the client, the choice of an alternative or full refund will be offered.
7. In such situations where **Foreign Office** advice specifies against visiting the destination country, a decision will be made by the Company depending on the nature of the situation on the ground and advice from our local staff. Any client wishing to cancel a trip based purely on FCO warnings or advice, and in the event of the Company deciding not to cancel the trip, then the Company will offer a refund of instalments except deposit to the client or an alternative date for the trip, or the choice of an alternative trip.
8. The **outline itinerary** is a guide to which the Company will attempt to adhere, but it may be necessary to alter your itinerary at short notice due to adverse weather or road conditions, or to operating conditions imposed by owners and operators of accommodation, facilities, aircraft, vessels and other forms of transport. Your itinerary will, however, be the same in content as far as is reasonably possible, unless circumstances beyond our control deem this impossible. Should weather conditions involve clients in extra costs such as accommodation, transportation and meals, such costs should be borne by mutual agreement between the Company and the client.
9. **Acceptance of tickets** and vouchers implies acceptance of the conditions under which the transportation companies hold themselves responsible. No responsibility of liability can be accepted for any accident, loss or injury unless caused by proven negligence. No liability can be accepted for consequences of possible delay to aircraft, trains or buses due to circumstances beyond our control.
10. All monies accepted by the Company will be held in a secure **Client Account**, which will not be accessed until the trip is over.

11. The Company prides itself on not outsourcing its services and will ensure that all the trips will be led by an Adventure Alternative trip guide.

12. **Prices quoted** are based on exchange rates and operating costs at the time of booking. The Company reserves the right to levy fuel surcharges and/or currency surcharges following significant fluctuations. No other surcharges relating to operating costs will be introduced, unless it becomes necessary for reasons beyond our control. Surcharges, if any, will be requested in writing and clients must pay the increased costs. Failure to pay the surcharges will be treated as a cancellation of the booking by the client and cancellation charges will apply. No surcharge of less than 5% will be levied; if however the surcharge exceeds 10% of the price quoted at the time of booking, the client is entitled to cancel the expedition and obtain a full refund. No surcharges will be made less than 30 clear days before the date of commencement of the holiday.

13. It is essential that all participants are adequately insured for **standard holiday cover** plus any adventurous activities clauses such as trekking at altitude. Note that the majority of our trips do not require the use of climbing ropes and are all supervised.

14. While the expedition is in progress, **all decisions** shall be made by Adventure Alternative staff. The team members shall act in accordance with all Company staff's reasonable instructions. The Team Leader or Company staff may withdraw a client from the expedition at any time if the staff member is of the opinion that the client's presence is likely to prejudice the good order, discipline or safety of the expedition or if the client breaks any law or regulation of any country where the expedition takes place. The client shall indemnify the Company against any loss or expense that may be incurred as a result of the client's behaviour described in this clause.

15. **Liability:** The Company's liability (which includes the liability of its employees and agents) to the client in contract, tort or otherwise arising out of or in connection with the expedition and its organisation and planning shall not exceed £1 million. The Company shall not be liable for any indirect or consequential losses or cost however they may arise. The Company will not be in breach of this contract for any delay in performing or failure to perform its obligations under this contract if the delay or failure was due to an act of God or any other circumstance beyond the Company's control. Nothing in this clause excludes or limits the Company's liability for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

16. **Health:** Except as disclosed in the medical questionnaire, the client confirms that he or she is in good health and is unaware of any reason why he or she may be unsuited to taking part in the expedition or may be likely to suffer illness or injury during the expedition, taking into account the challenges and purposes of the trip. If any information given in the booking form or medical questionnaire is proven to be incorrect then the Company reserves the right to remove that client from the expedition and the client shall not be entitled to any refund of payment made under this contract.

17. **Documents:** the client is responsible for obtaining all necessary documents enabling him or her to participate in the trip and shall comply with all regulations and local legislation of the country in which the expedition is taking place. The client shall indemnify the Company against all costs incurred by the Company as a result of breach of this clause.

18. If any of these booking conditions is found by any court or other competent authority to be wholly unfair or unenforceable the validity of the rest of the contract shall not be affected and shall remain valid and enforceable to the extent permitted by the law.

19. Any complaints must be made in writing to the Company within 15 days of the client's return to the UK

20. This contract is governed by English law and is under the jurisdiction of the English court.