

Terms & Conditions

These are the booking conditions for Adventures International trading as Adventures Activities Limited and our travel agent Strachan Sports Travel - ABTA L4290, ATOL 6986.

YOUR CONTRACT

Bookings must be submitted by completing our booking form and the accompanying appropriate payment. The booking form must be signed or signed by a member of any party who must warrant that you have the authority to enter into this contract on behalf of all members of the party and that you are responsible for ensuring due payment of all monies payable in respect of the booking, in the event of default by any member of the party. Upon receipt of the booking form and payment, the contract between us will be created when we issue a written confirmation which will indicate the arrangements booked. This agreement is governed by English Law and is the exclusive jurisdiction of the Courts of England and Wales. All trips have been based upon a minimum number of passengers travelling together and in the unlikely event that this number is not reached, we reserve the right to cancel the trip, offering an alternative trip or full refund of monies paid. We will advise you, no later than eight weeks prior to the departure date, if the minimum numbers required for the trip have not been achieved. Trips will not be cancelled within six weeks of travel unless for reasons of force majeure or non-payment of the balance payment by yourself or any member of your party.

PAYMENT

A deposit payment is required at the time of booking, unless the booking is made within 10 weeks of departure, when you must pay the full amount at time of booking. Where you have paid a deposit, then the balance payment is required at least 10 weeks prior to your departure. If the balance payment remains unpaid within 10 weeks before departure, we reserve the right to cancel your booking and invoice you with cancellation charges. Means of payment may be in the form of cash, cheque or by credit card acceptable to the company. A supplement of 2% is levied on all credit cards.

PRICES

The price of your trip will be shown on your final invoice and will then not be subject to any surcharges. We reserve the right to alter the price of any holiday prior to you making a booking and should the minimum number of passengers not to be reached, you will have the choice of paying any additional costs or having your money refunded. However, once we have issued the final invoice then the holiday price will not be altered.

AMENDMENT CHANGES BY YOU

If you wish to alter your booking in any way, you must make your request in writing. If the amendment is possible there will be a maximum charge of £25 per person plus any additional costs incurred. Any new arrangements subsequently made, will be recasted and could effect all members of your party. Should you request a change within 6 weeks of the original departure date, this may be treated as a cancellation and charges may be levied as shown below.

CHANGES BY US

It is unlikely that we will have to make changes to your holiday, but as we plan the arrangements many months in advance, sometimes we may need to make changes and we reserve the right to do so at any time. Most changes are minor, but where they are significant we will inform you or your travel agent. If a major change becomes necessary, we will inform you as soon as possible if there is time to allow this before your departure. A major change is one that we make to your holiday before departure, that involves changing your UK airport's, resort area or time of departure or your return by more than twelve hours. You then have the following options:

(a) Accept the changed holiday arrangements as notified to you or (b) choose another trip as advertised.

FORCE MAJEURE

We regret the company cannot accept responsibility for and shall not be liable in respect of loss or damage or changes caused by circumstances amounting to "force majeure: events such as riot, political unrest, hostilities, war or threat of war, terrorist activity, industrial disputes, government action, natural disasters, fire, adverse weather conditions, technical problems to transport, aircraft grounding, closure of airports or ports or similar events beyond our control.

CANCELLATION BY YOU

Should any member of the party shown on the booking form wish to cancel his/her booking, we must be notified in writing and will be effective from the date of receipt of the notification, this notification must be signed by the person who signed the booking form. A cancellation charge calculated on the scale set out below, becomes applicable to each passenger who has cancelled. We reserve the right to charge you for extra costs and/or expenses incurred as a result of changed or part cancellation made by each passenger to an original booking or amended booking. In the case, when some numbers of your party have to cancel, apart from cancellation charges being levied against the cancelled members, the remaining passengers in the party may have to pay an increased cost for the holiday.

Period before departure date from the date letter received	Cancellation charge expressed as % of total cost less of deposit
Before 70 days	50%
70 - 29 days	70%
28 -01 days	100%

OUR LIABILITY TO YOU

We accept responsibility for the acts and/or omissions of our employees, agents, sub-contractors and suppliers. We also accept responsibility should the services which we provide prove deficient or are not of reasonable standard except in respect of death, bodily injury or illness caused to you and/or any other named person on the booking form except as provided below. We accept responsibility for the negligent acts and/or omission of our employees or agents and suppliers and sub-contractors, servants and/or agents of same whilst acting within the scope of, or in the course of their employment providing they were at the time

performing duties authorised by us. Except where this is caused by your own acts or omissions or those of a third party not connected with the provision of your holiday's arrangements and which were unforeseeable or unavoidable or an event which either ourselves or the supplier of the service(s) in question could not have foreseen or avoided even with all due care. Where the service in question consists of carriage by air, rail or sea, we limit our obligations and liabilities in the manner provided by international conventions in respect of air, rail or sea. In respect of claims arising as a result of death, bodily injury or illness caused to you and/or any other named persons on the booking form, claims under this section shall be subject to English law in respect of any question of liability or quantum, and all proceedings shall be within the exclusive domain of the Courts of England and Wales.

PASSPORTS, VISAS AND HEALTH

It is your responsibility to ensure that you have a valid passport and any necessary visas and health certificates. We will not accept liability for any additional costs arising from your failure to meet with these requirements. If you are in any doubt about the requirements then please consult your Strachan Sports Travel or Adventures Activities Limited.

LATE ARRIVAL AND BEHAVIOUR

It is your responsibility to ensure that you are at the correct departure points in good time before departure. We cannot accept any responsibility if you miss the aircraft or coach as a result of you arriving late or your connecting transport being delayed. At all times during your holiday, you are expected to have consideration for your fellow passengers and other third parties. If in the opinion of our staff, agent, airline personnel, hotel management or other persons in authority you are, or appearing to be behaving in such a way as to cause danger, distress, annoyance or damage to property, either ourselves or the suppliers concerned may terminate your holiday arrangements. In this situation we will have no further liability to you and will not be responsible for meeting any expenses you incur as a result, or making any refund or paying any compensation. In addition you will be responsible for any expenses you incur as a result of your behaviour.

BROCHURE

All information published in any of our brochures and website has been compiled from up-to-date details and we have taken the utmost care to ensure fact and accuracy. There may be occasions when an advertised facility is either modified or not available during the period of your stay. Such situations may be dictated by local circumstances, necessity for maintenance (swimming pool for example), damage to accommodation or other circumstances totally beyond our control. If we are advised of this, we will inform you as soon as possible. This brochures and websites are issued on our responsibility and does not commit any airlines mentioned therein. Whilst all reasonable efforts will be made to comply with your requirements, we cannot guarantee that any special requirements concerning accommodation or facilities will be available and any such request by you does not form part of the contract.

EXTRAS

All accounts for services and goods provided by hotel(s), which are not included within the packages costs must be paid by clients before departure from the hotel(s).

FLIGHT DELAYS

We cannot accept responsibility for any delays in departure or for any costs incurred by you as a result of any delays (drinks, refreshments or meals). The airline will administer assistance according to the merits of each case. You will appreciate, however that in the case of delays affecting a number of flights, it may be impossible to provide the level of meals required due to congestion at the airport (If you have taken our recommended insurance policy, you may be able to claim compensation for delays in excess of 12 hours). We will endeavour to keep you informed of the cause and extent of delays but ultimately this information is provided by the airlines on whom we depend for information.

FLIGHT TIMINGS

Travel information quoted within our brochures and website is subject to alteration and the final details will be confirmed on your travel documentation which will be sent to you about 10 days prior to your departure.

CONDITIONS OF CARRIAGE

Your holiday includes international carriage by air and the terms and conditions of carriage of the airline apply which are themselves the subject of international agreements and which may limit or exclude liability. We will provide a copy of these conditions on request.

INSURANCE

In your own interest we strongly recommend that you take out adequate insurance cover before travelling. Please ensure that you read your policy details carefully. However whilst we can offer an insurance policy you are entirely free to make your own arrangements provided that the resultant policy affords cover of at least comparable to that offered by us.

HEALTH

Your booking will only be accepted once a satisfactory reply to our medical questionnaire or have provided us with Doctors certificate indicating that you are sufficiently fit and healthy to take part in the event without serious risk to your health and safety or the health and safety of others.

COMPLAINTS

We believe in providing honest and reliable Pre-Trip information to people considering traveling with us. All of our holidays are adventurous, the points below are not meant to put you off but instead to highlight some areas to take into consideration during your booking.

- Hotels are not always at the same standard as in Western countries.
- It may not be possible to complete the itinerary due to local factors such as bad weather or unseasonable snowfall. The itineraries should be seen as statement of our intentions and not a contractual obligation on our part.
- The political situations in our destination countries are less stable than in the west. Please read your Foreign and Commonwealth Office travel advice and register your travel plans with them.

- Vaccinations are **essential**. It is quite common to get sick while travelling in underdeveloped countries. You might pick up diarrhoea (or Delhi belly) or a more exotic disease such as typhoid, malaria, hepatitis, typhus among many others. Vaccinations are never totally effective in preventing these diseases.
- You might injure yourself while on trek in which case you might have to wait for helicopter evacuation. There could be a long wait as they cannot fly in poor visibility and bad weather.
- Porters can go on strike and refuse to carry group's bags and equipment. This could take several days to resolve or might be necessary for us to find new porters from a local village.

Remember this is adventure travel where the unexpected can and often does happen. If you are not prepared for this uncertainty then you should not travel with us.

If you have a problem during your holiday, please bring it to the attention of our guide/ staff member so that they have the opportunity to rectify the situation. If as a result your complaint can not be completely resolved to your satisfaction locally, you must inform Adventures International or Strachan Sports Travel in writing and follow this up within 28 days of your return home by writing to us. If you fail to follow this procedure we cannot accept responsibility for any claim, as we have been deprived of the opportunity to investigate and rectify the problem. If any complaint cannot be settled amicably you may refer any dispute relating to this contract to an arbitrator appointed by the Chartered Institute of Arbitrators under special scheme devised by arrangement with the Association of British Travel Agents. The scheme provides a simple and inexpensive method of arbitration on documents alone with restricted liability of the client in respect of cost. The scheme does not apply to claims for an amount greater than £1500 per person or £7500 per booking form, nor to claims which are solely or mainly in respect of physical injury or illness or the consequences of injury. The rules of the scheme provide that the application for arbitration must be made within 9 months of the date of return from the holiday but in special circumstances it may still be offered.

CHARITIES

- When seeking money from potential sponsors, you will make clear that the cost of your participation in the event will be paid out of money raised. You will also make clear that their sponsorship will be paid for the benefit of the charity and will not be refundable even if the event does not take place or you yourself do not take part, or complete the challenge.