

# ADVENTURE1

## **Booking Conditions**

The following Booking Conditions, together with all information relating to your chosen holiday contained on this website or in our relevant brochure, form the basis of your contract with Adventure1 trading as Adventure1 Limited. Please read them carefully as they set out your respective rights and obligations. Also note that when we refer to 'the client', we define 'the client' as a person within a group - 'the client' is not the 'party leader'. If clients are not part of a group, they are requested to submit their payments as they would normally do as an individual

### **1. Making your booking**

Upon booking a holiday with Adventure1, the clients subscribe to the holiday where the money is collected by a nominated party leader. The party leader is responsible for notifying Adventure1 of their role and will forward all due payments to Adventure1 on behalf of the clients, as referred to in clause 2 below. Once we have received your booking and all appropriate payments, we will, subject to availability, confirm your holiday by sending a Booking Confirmation and Invoice to the party leader. Everyone going on holiday must check all documents (including the Booking Confirmation and Invoice) carefully. Contact us immediately if any information, which appears on any document, appears to be incorrect or incomplete as it may not be possible to make changes later. Please note: not all of the advertised holiday prices published in our leaflets or on our website include travel arrangements, for example, flights. Please check at the time of booking.

### **2. Payment**

In order to confirm your chosen holiday, usually a deposit of £100 for weekend breaks, £200 for all other breaks (or full payment if your booking is received within 8 weeks of departure) must be paid at the time of booking by the party leader (Please refer to clause 1). We will advise you of this before you confirm your booking. Please note: if you pay by BACS there will be no charges by Adventure1 Limited.

**The balance of the holiday price must be received by us not less than 8 weeks prior to departure. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we will send you a written reminder. If you do not pay all payments due in full within 7 days of receiving this reminder, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 7 below may be payable.**

### **3. Insurance**

**We consider adequate travel and activity insurance to be essential.** Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs, but we will assist with advice where appropriate.

### **4. The contract between the client and Adventure I**

**A contract between us comes into existence when we dispatch your Booking Confirmation and Invoice to the party leader, we will do this by registered post. English law will apply to this contract and to any dispute, claim or other matter of any description, which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with under either the Package Travel Regulations or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).**

### **5. The cost of your holiday**

The prices shown on our website and in our brochures were calculated on the basis of known costs and exchange rates at that time. We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. If there are any changes to the published prices, these will be confirmed at the time of booking. We will advise you of any error of which we are aware and the applicable price at the time of booking. Once the price of your chosen holiday has been confirmed at the time of booking then, subject to the correction of errors, we will only increase or decrease the price,

subject to the conditions set out in this clause, if our costs increase or decrease as a result of transportation costs (e.g. fuel, or dues, taxes or fees payable for services increasing or decreasing. **We will not change the confirmed price of your holiday due to fluctuations in currency exchange rates.** Even in the above cases we will absorb increased costs up to a total amount equivalent to 2% of the cost of your confirmed holiday (excluding any amendment charges).

Only if the increased costs exceed this 2% will we ask you to pay the difference. Except as set out below, we promise not to levy a surcharge within 30 days of departure, nor will refunds will be paid during this period. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. **Please note, changes and errors occasionally occur. Please check the price of your chosen holiday at the time of booking.**

## **6. Changes by you**

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of up to £30 per element altered may be payable together with any costs or charges incurred by us and/or incurred or imposed by any of our suppliers.

## **7. Cancellation by you**

**Should you or any member of your party need to cancel your chosen holiday once it has been confirmed, the party leader must immediately advise us in writing by recorded delivery post, email, text or fax. Your notice of cancellation will only be effective when it is received by us at our offices.**

If we receive your notice of cancellation 8 weeks or more before departure, we may retain the full amount of your deposit (NB “deposit” includes, in addition to any other monies paid or due at that time). If we receive it less than 8 weeks before departure, the following charges will be payable per person cancelling: NB The charges set out below are shown as a percentage of the total cost of the holiday payable by the person(s) cancelling excluding insurance premiums and any amendment charges. Insurance premiums and amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

## **Period before departure within which written notification of cancellation is received by us**

56 days 100%

If any member(s) of your party is/are prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) providing the following requirements are complied with. We must be notified of the transfer(s) in writing/email (giving full details of the original and substitute party member(s)) not less than two weeks before departure, flights you have booked might not be transferable. A transfer will not be possible if there is a waiting list for places in which case the available place must be offered to the next person on that list. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers must be paid for by the person cancelling, unless the supplier does not make a surcharge.

## **8. Changes and cancellation by us**

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochure, website and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Most changes are minor. Occasionally, we may have to make a “significant change” before departure, such as: a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:

- (a) accepting the changed arrangements or
- (b) Purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper.

Please note, the above options are not available where any change made is a minor one. If we have to make a significant change or cancel we will as a minimum where compensation is due pay you reasonable compensation depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached - in this case we will notify you not later than 8 weeks before departure. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or if the change made is a minor one. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed holiday. Except as set out above, we will in addition, where appropriate, pay you any reasonable proven costs and expenses you incur as a result of a cancellation by us. Very rarely, we may be forced by "force majeure" (see clause 9) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers) pay you any compensation or be responsible for any costs or expenses incurred by you as a result.

## **9. Force majeure**

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss (as more fully described in clause 10(1) below) as a result of, "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, terrorist activity (actual or threatened), industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

## **10. Our liability to you**

(1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers). We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:-

- (a) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party  
or
- (b) the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or (c) “Force majeure” as defined in clause 9 above.

We cannot accept responsibility for any services, which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure or on our website and we have not agreed to arrange them. In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them or our suppliers. Additionally we cannot accept liability for any business losses.

(2) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

(3) Where any claim or part of a claim concerns or is based on any travel arrangements forming part of your holiday with us (including the process of getting on and off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the International Convention or Regulation which applies to the travel arrangements or hotel stay in question (including, for example, the Warsaw Convention as amended or unamended and the Montreal Convention 1999 for international travel by air and/or for airlines with an operating licence granted by an EU country, the EU Regulation on Air Carrier Liability No 889/2002 for national and international travel by air and the Athens convention for international travel by sea). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(4) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 11 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

(5) If you or any member of your party suffers illness, injury or death, through misadventure, as a result of an activity which does not form part of your contracted holiday arrangements, we will provide you with all reasonable assistance.

## **11. Complaints and problems**

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform the hotelier, carrier or other supplier in question. Any verbal notification must be put in writing and given to them as soon as possible. If the complaint or problem is not resolved to your satisfaction straight away, you must contact us with full details by telephone within 48 hours. Until we know about a problem or complaint, we cannot assist. Most problems can be dealt with quickly.

## **12. Activity ability and itinerary**

To avoid any unnecessary risk to customers, our colleagues at the activity centres must reserve the right to modify the holiday of any participant who, in their opinion, proves to be unsuitable for the activity chosen. In this unlikely event any additional costs will be borne by the customer. It is the responsibility of the customer to behave in a suitable manner at all times and to follow the advice and instructions of the guide or instructor. If local conditions, such as bad weather, dictate a change in the proposed itinerary, the decision of the guide or instructor must be accepted and no refund will be offered in such circumstances.

## **13. Your responsibilities**

Bookings are accepted on the understanding that all persons travelling are normally in good health and able to fulfil the physical demands of the chosen holiday. Please do not take risks while on an activity holiday. In the interests of safety, you must follow the guidance in our notes, as well as that provided by anybody on our behalf; comply with any local codes of conduct, follow the Country Code, and act sensibly and prudently at all times. It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation, must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (including lost keys) must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

#### **14. Special requests and medical problems**

If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot promise that any request will be met unless we have specifically confirmed this in writing. Confirmation that a special request has been noted or passed onto the supplier or the inclusion of the request on your Booking Confirmation and Invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

#### **15. Brochure & website accuracy**

**Please note, the information and prices shown may have changed by the time you come to book your holiday.** Whilst every effort is made to ensure the accuracy of the website, brochure and prices at the time of publishing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking. Please note that swimming pools are not always available throughout the entire periods of availability detailed on this website and in our brochures, and are periodically closed for maintenance and cleaning. This website and our

brochures are our sole responsibility. They are not produced on behalf of and do not commit any independent organisation/carriers whose services are featured in it.

## **16. Delay**

It is advisable to cover yourself with insurance in the event of delay at your outward or homeward point of departure. We regret we are not in a position to offer you any assistance in the event of delay.

## **17. Denied aircraft boarding**

If you have booked a flight and your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 the Denied Boarding Regulations 2004, you must pursue the airline for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. **We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations.** If your airline does not comply with these rules you should complain to the Civil Aviation Authority at <http://www.caa.co.uk/passengers>.

## **18. Transfers**

In our countries of your chosen activity, we will employ transport providers, which will be used in connection with your flight. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - contact us as soon as possible if this occurs.

Any change in the flight timings will not entitle you to cancel or change to other arrangements without paying our normal surcharges except where specified in these

conditions. Any changes in your flight timings will result in our transfer supplier having to change their working schedules and in turn result in price increases, you will be responsible for those surcharges and will be invoiced accordingly. If we can avoid any such surcharges, we will do as a matter of importance.

## **21. Excursions and activities**

We may provide you with information (in our brochure and/or when you are on holiday) about activities and excursions, which are available in the area you are visiting. We have no involvement in any such activities or excursions, which are neither run, supervised nor controlled in any way by us; they are provided by local operators or other third parties, who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 10(1) of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves, or our employees resulting in your death or personal injury. We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area(s) you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities mentioned in our brochure which are not part of our contract are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

JC Dolan

Director Adventure I Limited

22 May 2022