

ARTISAN TRAVEL COMPANY BOOKING CONDITIONS

For bookings made prior to 05/05/2026

Some of our holidays also have specific terms relating to cancellation charges, which supersede those charges listed here. These will be listed on your quote but can also be found in the Dates and Prices Section of any holiday page, under Terms. Please refer to this section as well as the booking conditions below..

Please note that the prices and booking conditions published on our website supersede those printed in any of our brochures.

The following booking conditions together with the general information contained in our brochures and websites (where applicable to your holiday) form the basis of your contract with The Artisan Travel Company Limited t/as Artisan Travel members of ABTA. Please read them carefully as they set out our respective rights and obligations. In these booking conditions, "you" and "your" means all persons named on the booking or any of them as applicable (including anyone who is added or substituted at a later date) and "departure" means the start date of the holiday arrangements you have booked with us. "We", "us" and "our" means The Artisan Travel Company Limited t/as The Aurora Zone.

The Package Travel and Linked Travel Arrangements Regulations 2018

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018.

Therefore, you will benefit from all EU rights applying to packages. The Artisan Travel Company Limited will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, The Artisan Travel Company Limited has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

More information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018 can be found by clicking [here](#).

The full Package Travel and Linked Travel Arrangements Regulations 2018 can be found by clicking [here](#).

1. Making your booking

The person making the booking ("the party leader") must be at least 18 and must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking. By making the booking, the party leader confirms

that he/she is so authorised and that all party members agree to be bound by these booking conditions. The party leader is responsible for making all payments due to us. Once you have requested a booking you will be sent an email with information about your proposed booking. You must reply to this email within 5 days to proceed with your booking, if we do not receive your reply we shall be entitled to assume you do not wish to proceed with the booking. Once we have received your email confirmation we will, subject to the availability of your chosen arrangements, confirm your holiday by issuing you with a booking reference number. The booking reference number will be sent to the party leader. Within 7 working days of your booking being confirmed we will take payment for your arrangements and issue a confirmation invoice which you will receive within 3 days of your payment being accepted.

You must check your booking documents carefully as soon as you receive them. Contact us immediately if any information which appears on the invoice or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document or confirmations within ten days of our sending it out (five days for tickets).

We reserve the right to decline any booking at our discretion. We also reserve the right to cancel any booking as a result of unsuitable behaviour (please also see clause 14 "Behaviour").

You may book with us directly or through one of our authorised travel agents. Where you book through a travel agent, we will communicate with them in relation to your booking and you should do likewise. Receipt by your authorised travel agent of notifications, messages, requests or complaints intended for us will be treated as receipt by us. However, we are not responsible for any advice given to you by your travel agent that did not originate from us.

Except for flight inclusive bookings, all monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until a contract between us comes into existence. After that point, your agent will hold the monies on our behalf until they are paid to us. For flight inclusive bookings, all monies paid to any authorised travel agent of ours for your holiday with us will be held on behalf of and for the benefit of the Trustees of the Air Travel Trust subject to the travel agent's obligation to pay such monies to us in accordance with our trading terms unless we fail. In the unlikely event of our financial failure, all monies then held by the travel agent or subsequently paid by you to the travel agent will be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation on the agent to pay such monies to us.

2. Payment

In order to confirm your chosen holiday, a minimum deposit will be required which will vary depending on the holiday that you are booking. The deposit payment will be

detailed in your holiday quotation and must be paid at the time of booking. If you are travelling within nine weeks of departure, then the full cost will be payable at the time of booking.

Dependent on the type of air fares or tickets which are being purchased it may be necessary for us to take the full payment for your flight costs (non-refundable except where otherwise stated in these booking conditions) or other tickets at the time of booking. This will be discussed with you prior to booking the holiday and will also be included in your holiday quotation. Any such payment will be treated as part of your deposit.

The balance of the holiday cost must be received by us not less than **sixteen** weeks prior to departure. The due date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 7 depending on the date we reasonably treat your booking as cancelled.

3. Your contract

Subject to clause 1, a binding contract between us comes into existence when we send a booking reference number to the party leader. We both agree that English law (and no other) will apply to your 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 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).

Changes to these booking conditions or the general information shown in our brochure or on our website will only be valid if agreed by us in writing.

4. ABTA

We are a member of ABTA, membership number Y6261. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of this contract. The scheme is arranged by ABTA and administered independently. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs. Alternatively, AITO's Independent Dispute Settlement Service may be used

to bring the matter to a speedy and amicable solution. Whichever option you choose, the upper limit on claims is £5,000 per person and £25,000 per booking. The scheme doesn't apply to claims which are solely in respect of physical injury or illness or their consequences. It can however deal with claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com and the AITO scheme on www.aito.co.uk.

5. The cost of your holiday

We reserve the right to increase or decrease the prices of the holiday arrangements we offer at any time prior to you accepting our booking proposal in accordance with clause 1. Once we have confirmed your booking by issuing a booking reference number, the cost will not increase. If any member of your party celebrates a birthday during your proposed holiday period they will be charged the rate based on their age on the return date of travel for the whole duration of the holiday.

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 assist, an amendment fee of £25 per person will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers.

If you decide to cut short your holiday for your own reasons, or choose not to stay in the accommodation we have booked for you, not to take any of the meals we have arranged, not to take part in any of the activities or other holiday elements, then we are unable to offer to you a refund or cover any costs. Depending on the reason, you may be covered by your travel insurance company, so please check your cover carefully.

7. Cancellation by you

7.1 Postponing your holiday

Under certain circumstances, it may be possible to postpone your trip. As we incur costs from the time we confirm your booking, postponement is reviewed on a case-by-case basis and is at the discretion of the company and our local partners. If postponement is possible, an Admin Fee will be applied and supplements may apply.

7.2 Cancellation of your holiday

You may cancel your confirmed holiday booking at any time prior to departure. Should you need to do so, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us.

As we incur costs from the time we confirm your booking and may be unable to re-sell your holiday, the following cancellation charges will be payable. In calculating these cancellation charges, we have taken account of possible cost savings and the generation of income from other bookings which may be able to utilise cancelled services to the extent this is likely to be achievable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding any amendment / cancellation charges which have already been incurred.

Amendment / cancellation charges are not refundable in the event of the person(s) to whom they apply cancelling.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. Period before departure within which written notification of cancellation is received by us (cancellation charge per person cancelling):

- Up to balance due date (This is normally 16 weeks prior to departure however some holidays differ. If this applies to your holiday you will be advised at the time of booking) - Loss of deposit (including the full cost of flights or other services where paid at the time of booking)
- between balance due date and 43 days prior to departure - 50%
- 42 to 15 days prior to departure - 75%
- 14 or less days - 100%

These are our standard cancellation terms and if the holiday you are booking differs it will be detailed in the terms section on the specific holiday web page and also highlighted on your holiday quote. Any cancellation terms detailed on your quote supersede those mentioned here.

Please note: no refunds will be given in respect of activities which you book and then do not take part in whilst on holiday (for example you miss the start time of the activity because you have overslept, are hung over or under the influence of drugs or simply change your mind).

If you wish to transfer your place on your booking to another person (introduced by you), you may do so provided the person to whom you are transferring your place satisfies all conditions which form part of your contract with us. Requests for a transfer must be made not less than 7 days before departure and must be accompanied by the name and other applicable details of the person who is intended

to replace you. A transfer may 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 as a result together with an amendment fee of £20 must be paid before the transfer can be affected. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines have restrictions on name changes once confirmed and many do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of repurchasing the flight at its current price (subject to availability).

8. Insurance

We consider adequate and appropriate travel insurance to be a pre-requisite to booking. You and your belongings are at all times solely at your own risk. You must ensure that you have personal travel insurance with protection for the full duration of the trip in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with adequate and appropriate cover including medical emergency repatriation.

Please ensure that there are no exclusion clauses limiting or excluding protection for the type of activities included in your trip. You must ensure that all travel insurance purchased meets your particular requirements and you should arrange supplementary insurance if need be.

Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance you purchase provides adequate cover. We do not check insurance policies and cannot be liable for any expenses incurred as a result of your not having adequate, appropriate or valid insurance cover.

9. Changes by us

Changes to confirmed holiday arrangements sometimes have to be made. Most changes will be insignificant, and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Insignificant changes include the substitution of sporting activities with at least a comparable alternative or a change in the order of any activities you are due to participate in. Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted as referred to in clause 16.

In the event that we have to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration(s) and any impact they have on the price; (ii) in the event that you do not wish to accept

the alteration(s), details of any substitute package we are able to offer (and any price reduction where this is of a lower quality or cost); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration(s) or any substitute package offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so. If you choose to cancel your booking, we will refund all payments you have made to us within 14 days of the date we receive your written cancellation. If we don't hear from you with your decision within the specified period (having provided you with the above-mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of our doing so. No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see clause 11).

1. NB. If 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, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. If your airline does not comply with these rules you may use the CAA Passenger Advice and Complaints Service. See www.caa.co.uk – Resolving Travel Problems for further details.

We are unable to control the way in which any of our hotels manages their rooms and in very exceptional cases we may be advised that the reserved accommodation has been overbooked. If this happens before your holiday or when you arrive at the destination, we will endeavour to provide alternative accommodation of at least the same standard within the same area. If the accommodation available is of a lower standard, we will refund the difference in price between the accommodations and will pay a maximum of £50 per person for the inconvenience caused.

10. Cancellation by us

Occasionally, it may be necessary to cancel confirmed holiday arrangements. In the event (i) we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances (see clause 11) and we notify you of this as soon as reasonably possible; or (ii) we have to cancel because the number of persons who have booked the holiday on which you are travelling is smaller than the minimum number applicable to the holiday as stated in the contract and you are notified of the cancellation not less than 20 days before departure if your holiday lasts more than 6 days or not less than 7 days before departure where your holiday lasts between 2 and 6 days; we have the right to terminate your contract.

In this situation, we will refund all monies you have paid to us within 14 days of the date we inform you of the cancellation but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred. We will of course endeavour to offer you comparable alternative arrangements where possible which you may choose to book in place of those cancelled.

11. Unavoidable and extraordinary circumstances and circumstances beyond our control

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 12(1) below) as a result of unavoidable and extraordinary circumstances. In these booking conditions, unavoidable and extraordinary circumstances mean a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include, for example, war, riot, industrial dispute, terrorist activity (including suspected terrorist activity and terror alerts) and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics and unavoidable technical problems with transport.

Snow cover, weather conditions, excursions and activities – Snow cover in our winter destinations is generally expected from early December, but with erratic weather patterns, it cannot be guaranteed. If the level of snow cover means that for any reason your activities or any excursions cannot be operated as planned, our local suppliers will endeavour to offer alternatives or adaptations where possible to ensure they are operated safely and to maximise enjoyment for all guests. Other weather factors can influence whether other activities are possible. These conditions are completely beyond our control and so all bookings are confirmed on this basis. If an activity cannot be operated in an alternative or adapted way, you will be refunded for the cancelled activity(ies).

The Northern Lights are a natural phenomenon; hence, they cannot be guaranteed nor surely forecast.

12. 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).

(2) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

- the act(s) and/or omission(s) of the person(s) affected or
- 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
- unavoidable and extraordinary circumstances as defined in clause 11 above

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services, activities or facilities which your hotel or any other supplier agrees to provide for you where the services, activities or facilities are not advertised by us as forming part of your holiday and we have not agreed to arrange them as part of our contract and any excursion / activities you purchase during your holiday. 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.

(4) 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 applicable standards 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 standards 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 standards 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.

(5) Except as set out in clause 12(6) or as permitted by English law, we do not limit the amount of damages you are entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis the maximum amount we will have to pay you is three times the holiday price (excluding amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 12(6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which compensation will be payable) will be limited as if we were the carrier in question as referred to below. 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 EU regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, EC Regulation 392/2009 on the liability of carriers of passengers in the event of accidents and/or the Athens Convention (as amended by the 2002 Protocol) for international carriage by sea and the Convention of 1980 concerning International Travel by Rail (COTIF) as amended for travel by rail).

Please note: Where a carrier would not be obliged to make any payment to you under the applicable International Convention or EU 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 will deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable International Conventions and EU regulations are available from us on request.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description which (1) 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) did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any business losses.

13. Complaints and problems

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our resort representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Maling Exchange, Hoults Yard, Walker Road, Newcastle-upon-Tyne, NE6 1AB giving your booking reference and all other relevant information. Please keep your letter concise and to the point. It is strongly recommended that you communicate any complaint to the supplier of the services as well as to our representative without delay and give written notice detailing your complaint whilst in resort. If you fail to follow this simple procedure, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under your contract with us. Please also see clause 4 above relating to alternative dispute resolution through ABTA or AiTO.

14. Behaviour

When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. 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 behave 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 or we and the relevant person in authority (for example the activity provider) can prevent that person(s) from taking part in the activity(ies) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service or activity area (as applicable). 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 or prevention from taking part in the activity(ies) concerned.

If you commit an illegal act (including, for example, causing any damage) you may be excluded from the trip and we shall cease to have responsibility to/for you as above. No refund will be given for any unused services.

15. Conditions of suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions or EU regulations (see clause 12(6)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

16. Special requests, health, fitness, reduced mobility medical conditions/disabilities

The descriptions of our holidays indicate whether or not they are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.

If you suffer from reduced mobility or have any other disability or medical condition which may affect your holiday arrangements, you must provide us with full details before booking so that we can provide you with precise information as to the suitability of the holiday taking into account your needs. We may ask you to confirm full details of your reduced mobility, other disability or medical condition in writing. Please also promptly inform us in writing in the event that any material change in your mobility, any other disability or medical condition occurs after your booking has been confirmed. Please also advise at the time of booking if you are pregnant and let us know as soon as you can if this occurs after booking.

If you have any special request, please 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 guarantee any request will be met unless we have specifically confirmed this. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Special requirements we have accepted will be specifically confirmed as accepted on your confirmation invoice.

In order to take part in sporting activities, all persons should be in good health and possess a reasonable basic level of fitness. If you are unsure about the physical demands of a particular holiday, please ask us and we can advise you accordingly.

You agree to accept the authority and decisions of our employees, Trip Leaders and agents whilst on trip with us. If in the opinion of any such person(s) or any other person in a position of authority (such as, for example, an airline pilot or hotel manager), your health, level of fitness or conduct at any time before or during a trip is endangering or appears likely to endanger your health or wellbeing or any third party (including any of our other clients) or the safe, comfortable or happy progress of the trip, you may be excluded from all or part of the trip without refund or recompense. Where you are excluded, we will have no further responsibility towards you (including any return travel arrangements) and we will not meet any expenses or costs incurred as a result of the exclusion. In the case of ill health, we may make such arrangements we see fit and recover the costs thereof from you.

If you wish to partake in any watersports you must be able to swim at least 25 metres. If you wish to participate in any of our scuba diving programmes please consult your doctor prior to departure with particular regard to medical history, medication and any pre-existing conditions such as perforated ear drums, high blood pressure, asthma etc. You may be required to provide evidence of scuba diving or other qualifications prior to being allowed to take part in scuba diving or other activities. We will advise you if this is the case. If you fail to produce such evidence when it is requested, you will not be allowed to participate in the activity concerned. In the event of this we will not provide any refunds or compensation or pay any expenses which you may incur as a result.

Please note: some of the activities we offer (for example but not limited to White Water Rafting, Canyoning, Hydrospeeding, Rock Climbing, Kayaking, Mountain Biking or Cycling, Via Ferrata, Trekking, Gorge Scrambling, Abseiling, Canoeing, High Ropes Courses, Caving, Skydiving, Tubing, Tyrotrekking, Horse Riding, River Trekking, Watersports, Sailing, Dog Sledding, Snowmobiling, Cross Country Skiing, Downhill Skiing, Snowboarding, Ice Climbing, Snowshoeing, Tobogganing, Snow Rafting or similar), carry their own inherent risks and by booking such activities you acknowledge that you are exposing yourself to such risks.

In order to participate in our holidays, all guests must be able to understand instructions given in English. These instructions may be delivered verbally or in writing and will include vital safety information and ongoing instruction during activities.

Dietary requests and allergies – We are always happy to pass on any standard dietary requests (gluten free, vegetarian etc) or requirements based on medical or religious grounds, but we cannot guarantee availability, especially on flights. It is also your responsibility to double check and reconfirm any requirements with all holiday suppliers.

Bed configuration - Please be aware that when a double room is requested, in some hotels this may mean two single beds pushed together (either with one double or two single duvets). The arrangements provided for triple/family rooms may vary and may include a sofa bed or similar. This depends on the accommodation.

17. Photographic consent

From time to time our staff, guides, customers and suppliers may take photographs or videos during a holiday and these may feature our guests. These pictures may be used in future marketing materials (of any medium) and stored digitally and physically. You will not be identified in any photographs or video unless you agree to our doing so but we appreciate you may be recognised by someone who knows you. If you do not want to be filmed or have your photograph taken for use in this way, please inform the relevant guides/representatives/photographers/other group members during your holiday.

18. Passports, visas, health requirements and travel advice

The applicable passport and visa requirements for British citizens with a British passport for the holidays we offer are detailed in our trip dossiers. If you are not a British citizen with a British passport, please advise us before making your booking so we can provide you with the applicable general advice on passport and visa requirements. A British citizen's passport presently takes approximately 4 weeks to obtain. If you or any member of your party is 16 or over and haven't yet got a passport, you should apply for one at least 6 weeks before your holiday but should allow longer if possible. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. Requirements may change, and you must check the up to date position in good time before departure with the embassy or consulate of the country(ies) you are travelling through and to.

It is your responsibility to ensure you are aware of all recommended and required vaccinations and health precautions in good time before departure. Details are available from your GP surgery, travel clinics and from the National Travel Health Network and Centre www.travelhealthpro.org.uk . Information on health abroad is also available on www.nhs.uk/Livewell/Travelhealth . We will notify you of any health requirements (such as mandatory inoculations) that must be satisfied in order to gain entry into your holiday destination(s) in your trip dossier. However, further changes may occur at any time and you should check the up-to-date position in good time before you depart.

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 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.

For up-to-date travel advice from the UK government, visit www.gov.uk/foreign-travel-advice and <https://travelaware.campaign.gov.uk/>, which you are recommended to consult before booking and in good time before departure.

Travelling with medication

The National Travel Health Network and Centre has also produced a fact sheet on carrying medication, as some drugs which may be legal in the UK are prohibited in other countries.

It is your responsibility to contact the relevant foreign embassy to clarify any restrictions before travel.

The NaTHNaC fact sheet can be found here: www.travelhealthpro.org.uk/factsheet/43/medicines-abroad. Unless there are restrictions imposed, you should carry all essential medicines in your hand luggage in case of any delays with your hold bags.

19. Brochure accuracy

Please note, the information and prices shown in our brochure may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the brochure, our website and prices at the time of publication, 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.

20. Assistance during your holiday

In the event you end up in difficulty (of whatever sort) during your holiday, we will provide you with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. Where you are in difficulty as a result of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.

21. Safety standards

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

22. Flights

In accordance with EU Directive (EC) No 2111/2005, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that

are subject to an operating ban with the EU Community. The Community list is available for inspection at http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm. In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. We are not always in a position at the time of booking to confirm flight timings. Any flight timings shown in this brochure and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your e-tickets which will be sent to you approximately two weeks before departure. You must accordingly check your tickets 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 sent - we will contact you as soon as possible if this occurs. Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 9 (Changes by us) will apply.

Where flight delays result in you missing holiday time, we are unable to offer a refund for the unused elements of your holiday as we are unable to secure reimbursement from the local suppliers. We recommend that you ensure you have appropriate travel insurance in place to cover such circumstances.

We are unable to guarantee that all guests in a party will be seated together on an aircraft. We are happy to assist with arranging pre-booked seats (where available, charges will apply). Airlines always reserve the right to make changes to seating or seat configuration.

23. Financial security

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 6865). When you buy an ATOL protected flight or flight inclusive package from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those

obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent or your credit card issuer where applicable. You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

We are also a member of ABTA (ABTA number Y6261). If your holiday does not include flights, ABTA will financially protect it by ensuring you receive a refund or, if your arrangements include return travel to the UK (other than flights) you are returned to the UK in the event that your holiday cannot be provided as a result of our insolvency. For further information, please go to www.abta.com. ABTA can also be contacted at 30 Park Street, London SE1 9EQ and by telephone +44 (0)20 3117 0500.

Your financial protection:

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

24. Trip specific terms and conditions

Please also ensure that you check and accept the terms listed in the 'Dates and Prices' section on the individual trip page for the holiday that you are booking.#