

TERMS AND CONDITIONS – UK TRIPS

MAXIMUM FLEXIBILITY FOR YOUR PEACE OF MIND

Before you book a trip with Adventurous Ewe, please take the time to read and understand the Booking Conditions.

These conditions apply to bookings made from 1 January 2021 onwards, including new bookings made with credit vouchers issued following trip cancellations. These are designed to provide you with maximum flexibility.

If you booked your trip prior to 1 January 2021, your original Booking Conditions still apply and can be found on our [archived Booking Conditions](#).

OUR COVID-19 REFUND COMMITMENT

- Where you cancel in accordance with these terms, we agree to waive our usual cancellation charges and provide a refund if you cancel 30 days prior to departure for a legitimate COVID-19 reason.
- You must contact your travel insurance provider in the first instance to ascertain if they offer cover for COVID-19 related reasons, and if your circumstances qualify for a claim to be made with them.
- You must notify us of your need to cancel for a COVID-19 reason as early as possible (and at the latest 72 hours before your scheduled departure), and must provide us with appropriate written official evidence of the COVID-19 reason. Please note that evidence must be provided so if you have what you believe to be COVID-19 symptoms, you must arrange and take a test as soon as possible. In the event that there is insufficient time to take a test before your departure on your trip, please call us our emergency number on 07747 346 588 or contact us by [email](#) as soon as you can so that we can discuss your options with you.
- We have the right to refuse to allow you to cancel and receive a refund where we are not reasonably satisfied that you are cancelling for a COVID-19 reason. In such circumstances normal cancellation terms will apply.
- Your COVID-19 reason must prevent you safely joining your scheduled departure and will take into account current applicable UK Government, your nationality's government and/or destination government coronavirus guidance.
- For the purposes of these terms a "COVID-19 reason" is either a confirmed diagnosis of COVID-19 within 30 days prior to departure or an order, via the NHS's track & trace team, to self-isolate due to contact with a person who has, or may have, COVID-19.

NO FEE FLEXIBILITY – NON REFUNDABLE COSTS

- Although every effort is made to ensure any non-refundable fees are minimised, there are occasions where we must commit to accommodation, permits and other services to support the running of your trip. The value of non-refundable costs can be requested from you at the time of booking.

OUR CONTRACT

Your contract is made with Adventurous Ewe Ltd trading as Adventurous Ewe ("AE", "we", "us", "our") whose registered office is at: 52 Ty Mawr Road, Deganwy, Wales, LL31 9UB (Company Number 7603245). We accept bookings subject to you agreeing to the conditions set out below. Please read these booking conditions carefully as they set out your respective rights and obligations. The services to be provided are those referred to in your booking confirmation.

In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. If you are signing the booking form as a parent or guardian (on behalf of an under 18 joining a trip) you accept these conditions on behalf of the minor.

By booking a trip with us you have agreed to be bound by the terms and conditions set out in:

- a. These Booking Conditions;
- b. Essential Trip Information that applies to your trip;
- c. Our use of your personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us;

- d. You are over 18 years of age and where placing an order for services with age restrictions declares that you and all members of the party are of the appropriate age to purchase those services;
- e. You accept financial responsibility for payment of the deposit on behalf of all persons detailed on the booking;
- f. Any Special Conditions that may apply to bespoke trips, destinations and/or activities. (Which constitutes the entire agreement between you and us).

Please Note: Our obligations to you will vary depending upon whether we act as a Package Organiser in the sale of a Package (eg. where we sell you a Trip that lasts for more than 24 hours or includes overnight accommodation) or as a Principal in the sale of a single service booking (ie. single day trips); our differing obligations are set out below, in three separate sections:

- A. Section A contains the conditions which will apply to all bookings.**
- B. Section B contains the conditions which will apply when you make a booking of a Package with us where we act as the Package Organiser.**
- C. Section C contains the conditions which will apply where you make a single service booking with us, where we are acting as Principal.**

SECTION A – APPLICABLE TO ALL BOOKINGS

1. MAKING A BOOKING

A booking and binding contract is made with us when:

- a. You complete the online booking system
- b. You pay us a deposit and
- c. We issue you with a booking confirmation and receipt.

When you make a booking on our website, you will have the opportunity to review all the details of the booking before making payment. Once you have reviewed these details and made payment, we will proceed to confirm the booking. Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately. Please ensure that the names given are the same as in the relevant passport. We have no responsibility for any errors in any documentation except where an error is made by us.

At the time of booking, along with paying your deposit, you will only be required to provide us with basic information, such as your name, email address and phone number. You will then have a period of 2 weeks to complete the booking and provide the remainder of the information that we require, such as diet requirements, allergies, medical details, next of kin etc. If booking within 8 weeks of the departure date, you will be asked to fill in the remaining booking details in a shorter time period. If you fail to complete the booking process and fail to provide us with such additional information, within 2 weeks of first making your booking, your booking will be terminated, and the charges detailed in the 'cancellations by you' clause will apply.

These booking conditions form the entire agreement between us. No employee of AE other than a Director has the authority to vary or omit any of these terms or promise any discount or refund. Trips and prices on our website supersede details published in any printed AE or third-party materials.

In circumstances where we reasonably decide that you are unable to participate in the trip for whatever reason, your deposit will be refunded to you in full.

In the event that you are using the trip as a fundraising activity, you will need to contact your Charity with regards to their terms and conditions for refunding your sponsors any money you may have raised in sponsorship (in relation to which the sponsors have indicated on the sponsorship form that the Charity may not keep the money in such circumstances). Details of any sponsors requiring such repayment must be given to the Charity with the sponsorship money. Please note that admin fees are non-refundable in all cases and do not form part of the total trip cost.



In the event where you are participating in a trip that we have been contracted to operate by a Charity or a Corporate organisation, your booking with us is subject to our contract with the relevant Charity or Corporate. The trip may be subject to postponement, amendment or cancellation in line with the instructions given to us by the relevant Charity or Corporate. These instructions are beyond our control, and you accept that in booking for these organised trips, the booking is subject at all times to our contract with and the instructions of the relevant Charity or Corporate.

2. MAKING A GROUP BOOKING

If you wish to make a group booking for a group of people, you (the "Master Booker") should proceed through the normal booking process. You will have the opportunity to add as many additional participants to your group as you wish at the time of booking. You will need to pay a deposit for both your own booking and each additional participant that you have added to your group booking.

Once the booking is complete, we will provide the Master Booker with a unique URL link via email. This unique URL link must be forwarded to each member of the team by the Master Booker and each participant must then use that link to complete their own booking.

By placing a group booking you, as the Master Booker, expressly agree and acknowledge that you alone are responsible for filling each participant place that you have added to your booking. All deposits paid are non-refundable and so deposits paid at the time of booking will be lost for any participant place that you are unable to fill.

Furthermore, if you are a participant who is booking on to a group booking, you accept and acknowledge that your deposit has been paid for you by the Master Booker. You therefore acknowledge and agree that all payment obligations shall exist as between us and the Master Booker with regards to your deposit. Unless expressly agreed otherwise with the Master Booker and ourselves, we will not process any refunds or any other payments to a participant directly for the deposit; all such payments shall be made to the Master Booker only.

Thereafter, both the Master Booker and each individual Participant will be personally responsible for meeting all other costs and obligations (ie. Paying the balance of the trip costs under the self-funder option or raising the required minimum sponsorship under the minimum sponsorship option) to participant in the trip.

3. PRIVACY POLICY

In order to process your booking and to ensure that your trip runs smoothly and meets your requirements, we need to use the information you provide such as name and address, and any special needs/dietary requirements, etc. We must pass the information on to the relevant suppliers of our trip arrangements such as hotels, transport companies, kit providers, and in the event that you are using the trip as a fundraising activity, the Charity you are supporting. The information may also be provided to security or credit checking companies, public authorities if required by them, or as required by law.

We will not, however, pass any information on to any person not responsible for part of your trip arrangements. This applies to sensitive information that you give to us such as details of any disabilities, medical or dietary requirements. If we cannot pass this information on to relevant suppliers, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.

In the event that you are using the trip as a fundraising activity for a Charity, the Charity will request that you enter into a professional fundraising agreement with each Participant through taking part in a challenge run by AE. The Charity reserves the right to refuse a participant as a fundraiser on reasonable grounds. By fundraising for said Charity you also give consent for AE to your share your personal data with said Charity. Only basic personal data will be shared with the Charity in order for them to provide fundraising support. Sensitive data such as medical history will not be shared with the Charity. The basic data shared with the Charity will be details such as name, address, email address, telephone number, gender and t-shirt size.

Please refer to our [Privacy Policy](#) for further information.

4. PARTICIPANTS

Participants must be a minimum of 18 years of age on the start date of the trip and be in suitable physical condition to undertake the trip as set out in the itinerary. Participants should be fully aware of the possible risks inherent in adventure travel and events. 16 – 17 year olds may also participate in trips, with the agreement of, and when accompanied on the trip by their parent or guardian.



5. YOUR DETAILS & FITNESS TO TRAVEL

For us to confirm your travel arrangements you must provide all requested details with the balance of the trip price. Necessary details vary by trip; they include but are not limited to full name as per passport, date of birth, nationality, passport number, passport issue and expiry date, height (for cycling trip bike allocations), and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. On some more demanding trips we also require you to complete and forward a Self-Assessment form which will be provided to you by us.

We are not a specialist disabled travel company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your trip, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen Trip Arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in your chosen trip.

Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or, if you did not give us full details at the time of booking, we may cancel it and impose applicable cancellation charges, when we become aware of these details.

For more information about how we treat your personal information please refer to our [Privacy Policy](#).

6. PAYMENT

In order to book your chosen trip arrangements, you must pay a non-refundable deposit at the time of booking (or full payment if booking within 60 days of departure). The deposit is non-refundable in the event of your cancellation unless we cancel the trip for any reason other than Force Majeure situations.

If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we may cancel your booking and charge the applicable cancellation fees (as set out in these terms and conditions).

If you book onto a trip and the costs are greater than that of the group (usually associated with late bookings), we will advise you of any increased costs. If your chosen trip is full, you will be provided with the dates of other departures, given the chance to book on another trip, or refunded your deposit. You are responsible to pay for your personal equipment, tips, additional food & drink, personal spending money, transport to and from the start/finish point of the trip, and any other activities not included in the itinerary. (*If applicable).

All discounts and reduced pricing are applied at our discretion. From time-to-time we may offer reduced pricing on selected trips. The reduced pricing applies strictly to new bookings, and bookings that have already been confirmed are locked into their original price and are not entitled to the reduced pricing. Promotions are only valid for that specific trip and are non-transferrable. We are offering above promotions in good faith in order to meet the minimum numbers required to operate your chosen trip. Should this minimum still not be met eight weeks prior to your trip start date, we will apply a small group supplement as advised on the trip website. This supplement will be added to your final invoice. Alternately, should numbers remain too low to operate the trip, we reserve the right to cancel that trip and will carry over 50% of the promotional saving to your chosen alternative trip date. Only one promotional code can be used at a time.

7. PAY IT YOURSELF OPTION

Under the pay it yourself option, you must pay the balance of your trip costs and if applicable the price increase (subject to the pricing structure and surcharges clause), at least 5 weeks before your trip start date. If you book within 5 weeks of your trip start date, the full cost should be paid at the time of booking.

8. MINIMUM SPONSORSHIP OPTION FOR CHARITY FUNDRAISING

In the event you are joining a Charity Fundraising Trip under the Minimum Sponsorship option, you must provide the Charity with 80% of the minimum sponsorship amount 6 weeks before the trip start date and provide the Charity with the remaining 20% of the minimum sponsorship within 4 weeks of the trip finish date. The Charity reserves the right to not pay your final balance costs if they have not received sufficient sponsorship monies from you 6 weeks prior to the trip. If your balance costs are not paid by the Charity due to sponsorship obligations not being met, AE reserves the right to cancel your place on the trip. Your deposit is non-refundable.



9. FOR ALL PAYMENT OPTIONS

You are not entitled to participate on the trip unless we have received from your or the Charity, cleared funds in respect of the deposit, the balance of your trip costs, insurance premium (if applicable), and any other services that have been booked by you. We reserve the right to treat any arrangements as being cancelled by you if such payment is not received on time, and our standard cancellations charges apply.

In exceptional and unavoidable circumstances, we reserve the right to request the balance of the trip costs (or a proportion of those trip costs), prior to 5 weeks before the trip start date. This may occur in the rare case, where a supplier requires earlier payment than standard industry terms. We will do all we can to vary the terms favourably, and if we are unsuccessful, we will let you know of the revised deadline at the earliest possible opportunity. In the event that the revised deadline requested is not met, we reserve the right to treat the booking as cancelled, with our standard cancellation charges being applicable.

10. CHARITY SPONSORSHIP

Under the 'Pay it yourself' option, you are welcome to fundraise for your chosen charity if you so wish though this is not essential. In this event, there is generally no minimum sponsorship requirement, but you will be asked to raise as much money as possible for your chosen Charity. If, however on your chosen challenge, there is a minimum sponsorship option, you agree that unless you raise the minimum sponsorship as indicated on the website, you will not be entitled to participate in the trip unless you pay the balance of your challenge travel and accommodation costs, and the Charity confirms in writing to us that they approve you as a participant.

Generally, under the Minimum Sponsorship option no more than 49% of your fundraising will go towards your trip costs and at least 51% will be retained by your Charity. In some exceptional cases, your Charity may ask you to raise a higher amount of sponsorship than that noted on our website.

At least 80% of the minimum sponsorship must be received by the Charity no later than 6 weeks prior to the trip start date. Failure to do so will mean non-participation in the trip and forfeiture of the deposit. You should aim to raise the remaining 20% and send it to the Charity at the very latest within 4 weeks of the trip finish date (unless stated otherwise by your Charity).

You agree that you will not use the trip to raise funds for any cause other than the Charity named on your booking. If you cancel, or you are required to withdraw from the trip, you will be required to send all sponsorship money collected or received, directly to the Charity. This money will be retained by the Charity unless the sponsor has requested that it be returned to them in the appropriate section of the sponsorship form. When fundraising you must make it absolutely clear how much you are raising and how much of the sponsorship will contribute towards your costs. You must not start to collect sponsorship until you have received written confirmation of your booking from us. This will be your confirmation email and will be sent to you once you have been authorised by your Charity. All sponsorship money should be sent directly to the Charity and not to AE. The sponsorship shall be treated as a donation to the Charity.

11. CREDIT AND GIFT CARDS

The terms of use for Credit or Gift Cards on the Adventurous Ewe site is as follows:

1. Credit or Gift Cards have zero cash value equivalent and cannot be exchanged for cash at any time.
2. All credit has an expiry date of 2 years from when they were created.
3. Gift cards are valid for 5 years from the date of sale.
4. You can see how much credit you have, and when it expires, at any time in your account area on the website.
5. Credit can be used for both deposit and balance payments but you will be required to use credit first before making any additional cash payments.

12. CUTTING YOUR TRIP SHORT

Most participants complete the trip and activities they undertake. However, on occasions participants are obliged to cut the trip short for reasons such as ill-health. If you are obliged to cut short the trip for whatever reason, AE cannot provide a refund of National Park fees, flights or accommodation costs. Any additional accommodation and/or transfer fees, accommodation costs and any medical costs incurred will be your responsibility. For the avoidance of doubt, these will not be the responsibility of AE. AE requires that you take a credit card with you on the trip to cover any such unexpected costs. AE are under no obligation to pay for any additional costs, but in the event that we do provide financial assistance, you hereby guarantee that you will personally reimburse us upon your return from the trip.



13. MINIMUM NUMBERS AND PRICING SUPPLEMENTS

Our costs are based on a minimum number of people in the group taking part on each trip. If the group is smaller or becomes smaller than this minimum prior to the trip start date for whatever reason, AE reserves the right to cancel that trip. A full refund of trip costs received to date (excluding admin fees) will be applicable. AE may offer the option to continue the trip with less than minimum numbers; however, a small group supplement may be applicable.

Where a small group supplement becomes applicable, we will aim to communicate this to you no later than 5 weeks before your trip start date. You will be liable for any small group supplement fee.

14. ACCURACY

We endeavour to ensure that all of the information and prices both on our website and in printed materials are accurate; however, the information and prices shown on the website may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the website regrettably errors do occasionally occur and we reserve the right to correct prices and other details in such circumstances. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking.

15. MEDIA

You agree that any photography (stills or video), recordings made or taken prior to, during, or after the challenge, which may include you in it, may be used in publicity materials and on our website and social media channels connected with the challenge, and that we will retain all rights, title and interest in such photography or media made by us including but not limited to any royalties, proceeds, or other benefits derived from such material.

16. ACCEPTANCE OF RISK

You acknowledge that the nature of the trip may be adventurous and participation involves a degree of personal risk. You may be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives.

You understand fully that adventure trips are not without risk. You therefore take part entirely at your own risk and agree to indemnify us, the Charity, our employees, agents, sub-contractors and suppliers against claims for loss or damage to personal property or for loss or consequential losses or claims through your participation in this trip arising from your own actions. The whole philosophy of this type of adventure is one which allows alternatives and a substantial degree of flexibility during the duration of your trip. The outline itineraries given for each trip must therefore be taken as an indication of what each group should accomplish and not as a contractual obligation on our part. It is a fundamental condition of joining any trip that you accept this flexibility and acknowledge that delays and alterations and their results are possible. You must be adequately fit to cover the distances and undertake the program set out in your trip itinerary. If it is felt that you or any member of your group is not sufficiently fit, healthy, properly equipped or able to complete a trip without affecting its safety, comfort or progress, the Leader at any stage has the right to remove you from the trip. Cyclists must wear a helmet at all times when cycling. All participants must wear safety clothing or equipment in accordance with the activity they are undertaking. For water-based activities you must be able to swim 50 metres in distance fully clothed.

You acknowledge that you are choosing to travel at a time where you may be exposed to the COVID-19 virus. We will take all reasonable steps to ensure your safety and may require you to follow additional safety protocols on your trip.

We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However, it is also your own responsibility to acquaint yourself with all relevant travel information, including applicable health risks, and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel. To the fullest extent permitted by law, we accept no liability in relation to these additional risks.

17. MEDICAL TREATMENT

It is a condition of joining a trip that in cases of emergency we have your authority to arrange any necessary medical or surgical treatments and to sign any required form of consent on your behalf.



18. YOUR BEHAVIOUR

You must comply with all reasonable instructions of the Leader relating to the safety and organisation of the trip. If in our opinion, any accommodation manager or other person in authority feels that you are behaving in such a manner as to cause danger, distress or annoyance to others or cause damage to property, your trip arrangements may be terminated by us or the supplier concerned. In such an event, we shall have no liability to you and will not be responsible for making any refunds, paying any compensation or meeting any costs or expenses you incur as a result. Furthermore, you must meet any expenses we incur as a result of your behaviour. You agree to indemnify us for the full amount of any claim (including legal costs) made against us by the supplier or third party, of any costs that we incur as a result of your conduct.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

19. AUTHORITY ON TRIP

Our trips are run by a Trip Leader. The decision of the Trip Leader is final on all matters likely to affect the safety or well-being of any traveller or staff member participating in the trip. If you fail to comply with a decision made by a Trip Leader or interfere with the well-being or mobility of the group, the Trip Leader may direct you to leave the trip immediately, with no right of refund. We may also elect not to carry you on any future trips booked. You must at all times comply with the laws, customs and drug regulations of the UK, and you also agree to travel in accordance with our [Responsible Travel Guidelines](#).

20. DOCUMENTATION

Please contact us immediately if any of the information you receive from us appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret that we cannot accept responsibility if you do not tell us about any mistake in any document within 7 days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits, but you must meet any costs in doing so. The only exception to this requirement to meet any costs is where the mistake was made by us.

21. ACCOMMODATION

The availability or provision of accommodation is subject to the 'house rules' of the accommodation or site. Standards of accommodation will vary from basic to adequate and in some locations, you may have to do without essential services. The trip is based on using twin or triple share accommodation (where applicable), and if you join a trip on a solo basis, you will be partnered with another member of the same sex to share accommodation. Where available you can request a single room of which a single room supplement will be incurred based on the accommodation rates and the cost covered by you.

In the event whereby government guidelines enforce that shared accommodation is not permitted, ie. during pandemic situations, single room accommodation will be provided. A single room supplement will be incurred based on the accommodation rates and the cost covered by you. AE will do all that we can to minimise the impact of additional cost.

22. FORCE MAJEURE

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, epidemic or pandemic (including but not limited to the ongoing effects of the COVID-19 pandemic), labour strikes, natural or nuclear disaster, fire, chemical or biological disaster and adverse sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control.

Brexit Implications: please note that certain Travel Arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise you as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as



Events Beyond Our Control, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

We will also refer to and take into consideration Foreign and Commonwealth Office guidance when determining whether advice to avoid or leave a particular country constitutes unavoidable and extraordinary circumstances.

23. ASSISTANCE TO THOSE TRAVELLING ON THE ARRANGEMENTS IN THE EVENT OF DIFFICULTY OR UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

We will provide appropriate assistance without undue delay in the event that you experience difficulty including where you are unable to return to your agreed point of departure because of unavoidable and extraordinary circumstances as set out above. Such assistance will extend to providing appropriate information on health services, local authorities and consular assistance; and helping you to make distance communications and to find alternative travel arrangements. We will charge a reasonable fee for such assistance if the difficulty is caused by you intentionally or as a result of your act or omission. In the event such assistance is needed please contact AE Emergency Number on +44(0)7747 346 588.

24. COMPLAINTS

We will do our very best to ensure that your trip arrangements go according to plan. However, if you have a complaint arising out of what we have agreed to provide for you, please let us know at your very earliest opportunity, if necessary by calling the UK office or email info@adventurousewe.co.uk. If a problem arises during your trip, it is important that you advise the Leader and the supplier immediately who will endeavour to put things right. If your complaint cannot be resolved locally you should advise us within 28 days of completing the trip, in writing, with all other relevant information. Your written communication will be given prompt attention. If you fail to follow this procedure we cannot accept responsibility, as we would have been deprived of the opportunity to investigate the matter and hopefully rectify any problem. Failure to complain on the spot will result in the client's ability to claim compensation from us being extinguished or reduced.

25. ALTERNATIVE DISPUTE RESOLUTION

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to use alternative dispute resolution. If so, for customers resident in the EEA, disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

26. FOR NON-UK RESIDENTS OR NATIONALS ONLY

In order to provide medical support on our trips, we sometimes engage qualified UK doctors to join an expedition. Each doctor has professional indemnity insurance in place. However, no medical defence insurance currently provides cover for any doctor taking part in such an expedition if sued directly by an individual of Canadian, American, Australian, Bermudan and Hong-Kongese nationality in their home country court of law. For this reason, in order to protect our doctors who provide these professional services, you hereby acknowledge and fully understand that AE is a UK registered tour operator, that the Doctors which we may provide during the trip to supply medical support to participants are qualified and operate under English Law and English Jurisdiction. You understand and are fully aware that the Doctors' insurance provides that any claims brought in respect of negligent treatment must be brought under English Law and Jurisdiction. The Doctors will not be insured for claims brought in other jurisdictions, including the participants' home jurisdiction (if outside of the UK). You hereby acknowledge and understand that any cause of action you wish to make must be brought under English law and English jurisdiction. You therefore guarantee not to bring a claim against any Doctor, other than in accordance with this clause. This clause in no way seeks to exclude liability for death or personal injury caused by the negligence of AE, its employees, agents, or suppliers.

27. CONDITIONS OF SUPPLIERS

Many of the services which make up your trip are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

28. LAW AND JURISDICTION

You agree that the contract that you have with AE as well as any disputes or claims arising out of or in connection with its subject matter are governed by and constructed in accordance with the law of England.



You further irrevocably agree that the courts of England have exclusive jurisdiction to hear and/or settle any dispute or claim that arises out of or in connection with your agreement with AE.

SECTION B: PACKAGE BOOKINGS

This section only applies to Packages booked with us, where we are acting as the Package Organiser (please see the 'definition of a Package' section directly below for further details of when this will be the case). Please read this section in conjunction with Section A of these Booking Conditions.

1. DEFINITION OF A PACKAGE

Where your booking is for a Package that we have organised, as defined below, we will act as a "Package Organiser" and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs"), as outlined in this Section B of these Booking Terms and Conditions.

A "Package" exists if you book a combination of two of the following separate travel services:

- a. transport;
- b. accommodation;
- c. rental of cars, motor vehicles or motorcycles (in certain circumstances);
- d. any other tourist service not intrinsically part of one of the above travel services;

provided that those separate travel services are purchased together from a single visit to our website and are selected by you before you agree to pay; or are offered, sold or charged at an inclusive or total price; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term "package" or a similar term. An example of where this will be the case is where you make a booking of a trip that lasts more than 24 hours and/or includes overnight accommodation.

Please note that where you have booked a 'Package' that lasts for less than 24 hours and which does not include overnight accommodation, this booking will be treated as a "Single Component" booking and will not be afforded the benefit of the rights under the PTRs, please see Section C of these Booking Terms and Conditions for the terms applicable to such arrangements.

2. PRICING AND SURCHARGES

We reserve the right to amend the price of unsold trips at any time and correct errors in the prices of confirmed trips. We also reserve the right to increase the price of confirmed trip solely to allow for increases which are a direct consequence of changes in:

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources; and
- (ii) the level of taxes or fees chargeable for services applicable to the trip imposed by third parties not directly involved in the performance of the trip, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) any additional costs arising from an epidemic, pandemic or similar.

Such variations could include but are not limited to cost changes which are part of our contracts with transport providers.

In the above circumstances, we reserve the right to increase the cost of the trip payable by you or the Charity or Corporate.

You will be liable under the Pay it yourself option for any price increase. The Charity will be liable under the Minimum Sponsorship option. If this means that you have to pay an increase of more than 8% of the price of your confirmed trip (excluding amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another trip if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the date that we inform you of the increase. Should the price of your trip go down due to the changes mentioned above, then any refund due will be paid to you. There will



be no change made to the price of your confirmed trip within 20 days of your departure nor will refunds be paid during this period.

3. TRANSFER YOUR PACKAGE BOOKING TO SOMEONE ELSE

Transferring your Booking to an alternative participant becomes increasingly difficult closer to the date of departure. If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the challenge;
- b. we are notified not less than 7 days before departure;
- c. any outstanding balance payments are paid in full, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in the 'cancellation by you' clause, below, will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Any request to transfer your booking should be put in writing to info@adventurousewe.co.uk. Please note that any transfer of booking made must be to the identical trip and departure date as the original booking. If you are able to comply with the conditions set out above, you should supply us with the replacement's name and valid email address immediately. We will then send a confirmation email to the designated replacement who should book and pay the trip deposit within 7 days. Failure to act in accordance with the above procedure will result in the transfer request being cancelled and normal cancellation terms being applied to the original booking. Once the replacement has been authorised by their chosen Charity we will refund you (or the Master Booker, if the deposit was paid on your behalf as part of a group booking) 50% of your original deposit.

4. CANCELLATIONS BY YOU TO YOUR PACKAGE

Any request to cancel from a trip must be confirmed to us in writing either to info@adventurousewe.co.uk or by letter. In this instance please ensure it is sent by Recorded Delivery. Cancellations are only effective from the day that they are received by us. Your insurance policy may refund much of your costs if cancellation is due to certain specified factors. Cancellations will incur the following charges:

Cancellations made 36 days or more before your trip start date – you will lose the deposit
29 – 35 days before your challenge start date – you will lose 40% of total trip costs
22 – 28 days before your challenge start date – you will lose 60% of total trip costs
14 – 21 days before your challenge start date – you will lose 80% of total trip costs
14 days of fewer before your challenge start date – you will lose 100% of the trip costs

5. CANCELLATIONS BY YOU TO YOUR PACKAGE DUE TO UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

You have the right to cancel your confirmed trip before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your trip destination or its immediate vicinity and significantly affecting the performance of the trip or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

6. CHANGES AND AMENDMENTS BY YOU TO YOUR TRAVEL PACKAGE

In the event that you wish to change/amend/postpone a booking previously confirmed by us in writing we will make every effort to assist you. You will not be charged an administration fee for each such amendment though you will be subject to covering any additional charges. You will also be responsible for any unrecoverable charges or expenses in making such amendments. All changes will be subject to availability.

If you choose to postpone your participation on a trip and wish to join another trip, you should put your request in writing by email to info@adventurousewe.co.uk or by letter. There is no administration charge to you to move trips. If, by moving challenge there is a direct cost to AE, then this amount will be deducted from your deposit. If any direct costs chargeable to AE exceed your deposit we reserve the right to turn down your



request to move challenges. If your request to move is accepted, you must confirm the alternative trip within 2 weeks of postponing from the first. If the trip you wish to move to has a higher deposit, balance, minimum sponsorship level, you will be responsible to pay the difference. Any payments associated with your change of trip must be paid within 7 days of receiving your invoice. If your request to move trip dates is received in writing by us 5 weeks or less prior to your trip start date, it will be treated as a cancellation and re-booking and the standard cancellation charges will apply (as above).

7. CHANGES AND CANCELLATIONS BY US TO YOUR PACKAGE

The itineraries and other details are published in good faith as statements of intention only and reasonable changes to the itinerary, vehicle and equipment use, may be made where deemed necessary or advisable. Sometimes this is due to improvements made as a result of client's feedback. Other times, it has been made necessary through transport changes, changing weather patterns and other factors out of our control. While we will make all proper and reasonable efforts to maintain the advertising itinerary we do not guarantee that we can keep to the intended itinerary. These amendments will be classified as minor changes and we therefore reserve the right to amend the itinerary of the trip as and when it may become necessary to do so. If there is a minor modification before your trip start date, we will try to notify you, but we are not obliged to pay any compensation.

Examples of "significant changes" include the following when made before your trip start date; a change of trip location or main activity, or where the trip start, or finish date is delayed by more than 24 hours.

Should a significant change become necessary we will inform you as soon as reasonably possible. You may decide whether or not to accept the change. If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before the trip start date, we will offer you the choice of the following options:

1. (For significant change) accepting the changed arrangements
2. Receiving a refund of all monies paid or
3. Accept an offer of an alternative trip if available (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If you fail to do so, we will assume that you have chosen to accept the alternative booking arrangements.

We also reserve the right, in any circumstances, to cancel the trip. However, in no case will we cancel your trip less than 4 weeks before the scheduled trip start date unless it is for reasons outside our control. If we have to cancel your trip before the trip start date (other than where Force Majeure or failure to raise the minimum sponsorship applies) we will offer you:

- i) An alternative trip of comparable type, though if the alternative offered is at additional cost, the difference in the deposit will be payable by you or
- ii) A full refund of your deposit, in either case being the only recompense which will be due to you.

The operation of the trip is dependent on a minimum number of persons booked on the trip. Should less than the minimum number of people book any particular trip, we reserve the right to cancel that trip but (other than in exceptional circumstances) will not do so later than 4 weeks prior to the trip start date. In these circumstances, the deposit will be returned to you in full. Refunds of sponsorship money will be dealt with in accordance with the Trip Costs clause.

If we make a significant change or cancel, less than 4 weeks before the trip start date, we will also pay compensation as detailed below:

Period before the challenge start date within which notice of cancellation or major change is notified to you	Compensation payable per person
28 days or more	Nil
27 – 14 days	£10
13 days or less	£20

IMPORTANT NOTE:

We will not pay you compensation in the following circumstances:

- a. where we make an insignificant change;
- b. where we make a significant change or cancel your trip more than 28 days before departure;
- c. where we make a significant change and you accept the changed trip or you accept an offer of an alternative trip;
- d. where we have to cancel your trip as a result of your failure to make full payment on time;
- e. where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- f. where we are forced to cancel or change your trip due to Force Majeure (see the Force Majeure clause).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

8. OUR LIABILITY FOR PACKAGE SALES

1. We will accept responsibility for the arrangements we agree to provide for you as "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018 as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these booking conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. The level of any such price reduction or compensation will be calculated taking into account all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the challenge). Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
2. We will not be responsible or pay you compensation for any injury, illness, death, loss, damage or expense, cost or other claim of any description if it results from:
 - i. The act(s) and/or omission(s) of the person(s) affected;
 - ii. The act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
 - iii. Force Majeure (please see the Force Majeure clause).
3. We limit the amount of compensation we may have to pay you if we are found liable under this clause:
 - i. **for loss of and/or damage to any luggage or personal possessions and money**, the maximum amount we will have to pay you is the excess of your insurance policy total because you are required to have adequate insurance in place to cover any losses of this kind.
 - ii. **for claims not falling under 3(i) and which don't involve injury, illness or death** the maximum amount we will have to pay you up to three times the price paid by or on behalf of the person affected. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
 - iii. **for claims in respect of international travel by air, sea and rail, or any stay in a hotel**, the extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne / Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

4. In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier. 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.
5. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
6. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
7. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description 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 which relate to any business.
8. We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised by us. For example, any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
9. Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note:
 - a. Our obligation in this respect is to provide accommodation only and does not extend to meals or refreshments; and
 - b. the three-night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your trip.

For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

9. INSOLVENCY PROTECTION FOR PACKAGES

We provide full financial protection for any trips that are Packages. Adventurous Ewe Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel and Linked Travel Arrangements Regulations 2018" all passengers booking with Adventurous Ewe Ltd are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Adventurous Ewe Ltd. This insurance has been arranged by Towergate Travel through Zurich Insurance PLC.

Claims

In the unlikely event of Insolvency, you must inform Towergate Travel immediately on +44 (0) 1932 334140 or by email at tcs@towergate.co.uk. Please ensure you retain the booking confirmation as evidence of cover and value.

Policy exclusions: This policy will not cover any monies paid for Travel Insurance or any claim relating to Air Flights. If you have booked flights as part of your travel, you should ensure that the company with which you booked the flights has the appropriate CAA/ATOL bonds in place.

10. PROMPT ASSISTANCE

If, whilst you are taking part in your trip, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance, which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative arrangements or other such assistance you require. Any supplier or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

SECTION C – SINGLE SERVICE BOOKINGS

This section applies to all single service bookings that you make with us (eg. a trip that lasts less than 24 hours or does not include overnight accommodation) when we are acting in a Principal capacity. Please read this section in conjunction with **Section A** of these **Booking Conditions**.

1. PRICING

The price of your single service booking will be confirmed at the time of booking. We reserve the right to amend the price of unsold arrangements at any time and correct errors in the prices of confirmed bookings.

The price of your confirmed booking is subject at all times to changes in transport costs, such as fuel, which are part of our contracts with transport provider's; to cost changes arising from government action such as changes in VAT or any other government imposed changes; and to changes in the currency exchange used to calculate your arrangements any or all of which may result in a variation of the price of your arrangements.

2. CHANGES BY YOU TO YOUR SINGLE SERVICE BOOKING

In the event that you wish to change/amend/postpone a booking previously confirmed by us in writing we will make every effort to assist you. You will not be charged an administration fee for each such amendment however you will be subject to covering any additional charges incurred. You will also be responsible for any unrecoverable charges or expenses in making such amendments. All changes will be subject to availability.

If you choose to postpone your participation on a trip and wish to join another trip, you should put your request in writing to info@adventurousewe.co.uk or by letter. You will not be charged an administration fee to move challenges however, if by you moving trips there is a direct cost to AE this amount will be deducted from your deposit. If any direct costs chargeable to AE exceed your deposit we reserve the right to turn down your request to move trips. If your request to move is accepted, you must confirm the alternative trip within 4 weeks of postponing from the first trip. If the trip you wish to move to has a higher deposit, balance, or minimum sponsorship level, you will be responsible to pay the difference. Any payments associated with your change of trip must be paid within 7 days of receiving an invoice. If your request to move trip dates is received in writing by us 5 weeks or less prior to departure, it will be treated as a cancellation and re-booking and the standard cancellation charges will apply (as above.)

3. CANCELLATIONS BY YOU TO YOUR SINGLE SERVICE BOOKING

Any request to cancel from a trip must be confirmed to us in writing either to info@adventurousewe.co.uk or by letter. In this instance, please ensure it is sent by Recorded Delivery. Cancellations are only effective from the day that they are received by us. Your insurance policy (if you have one) may refund much of your costs if cancellation is due to certain specified factors.

Cancellations will incur the following charges: Cancellations made 36 days or more before departure (you will lose the registration fee).

- 29-35 days before departure (you will lose 40% of total trip cost).
- 22-28 days before departure (you will lose 60% of total trip cost).
- 14-21 days before departure (you will lose 80% of total trip cost).
- 14 or fewer days before departure (you will lose the total trip cost).

4. CHANGES OR CANCELLATIONS BY US TO YOUR SINGLE SERVICE BOOKING

We may in exceptional circumstances be required to cancel your booking in which case we will provide you with a full refund of all monies paid. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation. No refund will be paid if we cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you. Very rarely, we may be forced by "force majeure" to change or terminate all or some of your arrangements after departure. If this situation does occur, we regret we will be unable to pay you compensation or meet any costs or expenses you incur as a result.

5. OUR LIABILITY FOR SINGLE SERVICE BOOKINGS

1. Subject to the remainder of this clause, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the booking in question or any acts or omissions of the supplier, its employees or agents.
2. We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
 - a. The act(s) and/or omission(s) of the person(s) affected;
 - b. The act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
 - c. Unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
 - d. An event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
3. We limit the amount of compensation we may have to pay you if we are found liable under this clause in the following ways:
 - a. **Loss of and/or damage to any luggage or personal possessions and money.** The maximum amount we will have to pay you in respect of these claims is an amount equivalent to £200 per person.
 - b. **Claims not falling under (a) above or involving injury, illness or death.** The maximum amount we will have to pay you in respect of these claims is twice the price paid by you in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.
4. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves strictly in accordance with the complaints procedure set out in these conditions.
5. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
6. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) 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 (b) relate to any business.
7. We will not accept responsibility for services or facilities which do not form part of our agreement with you or where they are not advertised on our website or in any of our advertising material.