



## Terms & Conditions of Booking

Terms & Conditions apply to Activus Outdoors and our subsidiary trading names:-

1. Mountain Adventures\*
2. KLM Travel\*
3. Alps Mountain Holidays
4. Slovenian Adventure Holidays
5. Lake District Challenges\*
6. 3 Peaks Challenges\*

\* Specific conditions/cancellation charges apply for all UK challenge events, training courses, outdoor activities, travel and tours as per terms and conditions item 5.

Activus Outdoors accepts bookings subject to your agreement to the following Terms & Conditions which form your contract with us. Please take time to read them. These Terms & Conditions supersede any previous Terms & Conditions which are on display on any of the sites under the above subsidiary names. Prior to booking, the client will be directed towards these specific Terms & Conditions. To make a booking the client must be over 18 years of age. The person making the booking accepts these Terms & Conditions on behalf of everyone in their party.

Activus Outdoors with its agents & associates is hereinafter referred to as "ACTIVUS" and the client is referred to as "the client". The client warrants that he/she has the authority to conclude this booking and accepts all Terms & Conditions as follows:

### 1. YOUR CONTRACT

No contract shall exist between ACTIVUS and the client until: a) ACTIVUS has received written confirmation (i.e. internet 'booking' form, written letter or email) from the client that they wish to make a booking. b) A deposit has been paid by the client. c) The client has agreed to the Terms & Conditions. No person, organisation or employee of ACTIVUS has the authority to vary the booking conditions and we reserve the right to decline any booking. In the event of a booking cancellation after we have forwarded an invoice we shall levy a 10% administration charge against the full invoice value.

### 2. RELEVANT LAW

This agreement (including its validity, existence and implementation, the interpretation and application of its provisions, the respective rights and obligations of the parties in terms of and arising out of the conclusion, breach and termination of the provisions of this agreement) shall be governed in all respects by English law.

### **3. PAYMENT CONDITIONS**

**Deposit:** A deposit of 50% from each client is required when making an application to confirm a booking. This deposit will only be refunded if the client cannot be accommodated.

**Balance:** The full amount is due by the client not later than 35 days (5 weeks) prior to date of tour departure. Should the full amount not be received in the specified time, ACTIVUS reserves the right to treat the booking as cancelled and the deposit shall become non-refundable. If the client books within 5 weeks of the start date of the event then full payment is required.

**Methods of Payment:** Bank transfer, credit or debit card or cheque. Details will be provided upon confirmation of booking. Credit or debit card payments via PayPal: A card fee of 3.4% plus 20 pence per transaction will be added to the total price for which payment is being made. Where the balance is not settled by the trip start date, a supplementary cost of 5% per week will be added on to the outstanding amount.

### **4. CANCELLATION CONDITIONS**

All cancellations made by a client before due departure date must be made in writing. The date on which ACTIVUS receives the correspondence will determine the cancellation charge, if any. Charges applicable in the event of a cancellation include any surcharges and shall be as follows. These figures apply both in the event that the whole group booking is cancelled as well as if a single person in the group cancels. For the former, the price will be divided amongst all group members; for the latter the single person alone is responsible for payment.

The following conditions/cancellation charges will apply for foreign holidays:

- a) 36 or more days before date of travel: Your deposit will be returned after deduction of a 10% administration charge against the full invoice value.
- b) Up to 35 days before travel date: Your deposit will be forfeited.
- c) If ACTIVUS has cancelled the contract in accordance with item 3 (Payment Conditions), the deposit shall be forfeited.

Should the client fail to join the tour, or join it later after departure, or leave the tour prior to its completion, no refund will be made whatsoever. No refund will be made for any unused services during the tour. If the reason for cancellation is covered under the terms of any holiday insurance policy the client may be able to reclaim the charges from the insurer.

Once a group booking has been made following quotation, a contract exists between Activus and the client. From this point, if the quoted group size reduces due to client cancellation, Activus reserves the right to increase the original price quoted per person accordingly. If ACTIVUS cancel the activity through no fault of the client's, we will make a full refund or organize an alternative date by agreement with the client.

The following conditions/cancellation charges will apply for all UK challenge events, training courses, outdoor activities, travel and tours:

- a) **Deposit:** Non-refundable irrespective of the circumstances of the cancellation.

b) 1-28 day's cancellation notice: the full balance will be due from the client.

c) 29-35 day's cancellation notice: 50% of the balance will be due from the client.

## **5. TRIP COSTS**

Foreign holiday costs are land only excluding flights and are payable in the currency detailed on the applicable website. Domestic challenge events and courses exclude transport to/from agreed pick-up/drop-off points. We reserve the right to vary the price of these itineraries and will provide you with as much notice as possible should this occur after you have booked. For holiday extensions or changed itineraries, our agent or representative will quote you a supplementary price in accordance with any revisions to our original itinerary.

We may also change the price in the price list if the number of participants is less than the number stated in advance, and in case of a change in hotel, transport or other prices, or if there is a change in the exchange rate on which the travel is based. The client's consent is not required for an increase of up to 10%; however, if a price increase is over 10%, the client has the right to cancel the contract. For UK challenge events, holidays and courses the accommodation budget is up to a maximum of £35.00 per person per night for dinner, bed and breakfast (or alternatively bed and breakfast where applicable).

## **6. INCLUSIONS**

ACTIVUS will provide trained, experienced instructors and guides in a ratio appropriate to the group size. We will provide any specialist equipment necessary for the activity in accordance with our quotation. Where food is included in the price, high energy food and drinks will be given. Details of all necessary clothing, footwear and equipment will be provided.

## **7. EXCLUSIONS FROM TRIP COSTS**

International and domestic airfares, rail fares, passports, visas, passenger taxes, personal travel insurance, emergency evacuation costs, extra meals or entrance fees not shown on itinerary, laundry, tips, personal medication, excess baggage, alcoholic drinks, isotonic high energy drinks and optional excursions.

## **8. TRAVEL INSURANCE REQUIREMENT**

ACTIVUS has public liability insurance to £5 million indemnity; however, travel and cancellation insurance is mandatory for all clients booking a foreign holiday with us (excepting those undertaking a UK activity or course who are covered entirely by our own policy). All insurance is solely the responsibility of the client. It is mandatory that the client takes out travel insurance for the full duration of the holiday. The client must take out insurance to cover personal injury, medical expenses and emergency evacuation, repatriation, loss of luggage and expenses associated with the cancellation or curtailment of any tour. If a client becomes ill through no fault of our own, all hospital expenses and doctor's fees are the client's responsibility and ACTIVUS shall not be held responsible for any refund of the holiday price whatsoever. The carriage and storage of all baggage and personal effects are at all times the client's risk. ACTIVUS cannot accept any liability for any loss or damage to

baggage or personal effects, property or injury or illness to the client or loss of life or consequential damages which might occur from any cause whatsoever.

## **9. CHANGES & ALTERATIONS**

ACTIVUS reserves the right to change the routes and/or accommodation in certain circumstances. ACTIVUS will not be held responsible for any compensation to the client if we are forced to cancel or in any way change the holiday due to force majeure including war, riot, civil strife, industrial dispute, terrorist activity, natural disaster, fire, adverse weather conditions or other external circumstances beyond ACTIVUS's control. In these circumstances ACTIVUS will try to offer an alternative but no refund can be given. ACTIVUS reserves the right to cancel the holiday without prior notification. In this instance we will refund all monies already paid by the client.

ACTIVUS is obliged to inform the client of a cancellation at least seven days before departure and to return the entire sum paid. If conditions in the destination itself prevent ACTIVUS from accommodating clients in the facilities requested, the client can stay in another facility in the same location of equal or higher category.

Changes to the number of participants from an original booking must be confirmed by telephone or email no later than 21 days prior to departure. Failure to inform ACTIVUS of changes to group size will result in the client(s) being charged for all persons booked.

## **10. VALIDITY**

The information presented on this website is correct to the best of our knowledge at the time of publication and may be subject to change without notice. Changes beyond our control may have occurred since publication with respect to prices, itineraries, duration of holidays, standards or services, tour content and fares. Furthermore, ACTIVUS reserves the right to reasonably change the transport or facilities described in any publication without being held liable for any compensation or refund.

## **11. OUR RESPONSIBILITY AND RIGHTS**

Information is advertised in good faith by ACTIVUS, and based on current status.

## **12. LIABILITY**

Clients are accepted on our holidays on the understanding that the client appreciates the risks inherent in travel and adventure, and the client undertakes the holiday at his/her own risk. Such risk could include injury, disease or death. Our activities take place in "the wild environment" and this may create risks involving rough terrain, bad weather, water, equipment, other people and wildlife. The client agrees and concedes that ACTIVUS and its associates and employees shall not be responsible for loss or damage to property injury or illness to the client or loss of life or consequential damages which might occur from any cause whatsoever. An exception to this rule is in the case that personal possessions and equipment are lost from the vehicle as a result of fire or theft during a UK challenge event and during the course of our activities.

### **13. COMPANY AUTHORITY**

The decision of the local holiday guide employed by ACTIVUS will be final on all matters. We shall not be responsible for, or liable for, any client who commits an illegal or unlawful act. The client may in such circumstances be excluded from the holiday without a refund. If ACTIVUS considers a client unsuitable for an activity or tour we may at our sole discretion decline to carry this client any further. If any client causes inconvenience or annoyance to other passengers, ACTIVUS may in its sole discretion decline to carry the client further without any refund whatsoever. Children (persons under 18) may only participate in activities that are suited to their ability and where they are accompanied by a parent or guardian.

### **14. PASSPORT AND VISA REQUIREMENTS**

Clients should be in possession of a passport valid for at least 6 months beyond the intended stay overseas. The client must ensure that he/she has the correct visa and passport documents to travel. ACTIVUS will not be held responsible for passengers travelling without the correct travel documents. Please enquire about details. We recommend that you keep copies of all important documents such as passports, travel documents and insurance information away from the originals. The names listed on our travel documents must exactly match those in the client's passport(s).

### **15. VACCINATIONS AND HEALTH**

The client shall acknowledge an awareness of the proposed itinerary and shall confirm that he/she is medically fit, in good physical and mental health and is able to embark on the tour. Any client with a pre-existing medical condition or illness must declare such conditions to ACTIVUS before commencement of the holiday. Any failure to declare may result in cancellation of the booking. It is the client's responsibility to ensure that he/she has the appropriate vaccinations. All personal medical records will be treated in confidence.

### **16. CLIENT RESPONSIBILITY**

The client is responsible to make arrangements to arrive at the activity or tour assembly point as indicated on the itinerary. Should the client miss a return flight/train home after the activity due to either their own delay due to unfitness or the delay of another member of their team, Activus shall not be responsible for any extra costs incurred.

### **17. SEVERABILITY**

Should any of the Terms & Conditions of this agreement be held to be invalid, unlawful or unenforceable, such Terms & Conditions will be made severable from the remaining Terms & Conditions, which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the parties agree to negotiate an amendment to remove invalidity.

## **18. ASSIGNMENT**

ACTIVUS shall be entitled to cede or assign its rights and obligations under and in terms of this contract.

## **19. CLAIMS AND COMPLAINTS**

Should the client have a complaint against ACTIVUS it must first be taken up with the local holiday guide, in order that an opportunity may be afforded to ACTIVUS to investigate the situation. If the client has any further complaint they must lodge this in writing or by email within 7 (seven) days of the holiday or activity end date. If these procedures are not followed then ACTIVUS will not investigate or continue to investigate such complaint.

## **20. GENERAL SAFETY**

The destinations we visit are friendly and safe countries to travel in; however you must still use common sense precautions. Do not carry large sums of money. ACTIVUS will not be held responsible or held liable for any injury, damage or loss sustained on the trip. Acknowledge that the client's actions contribute to the general level of safety, both personal and that of the whole group.

## **21. PHOTOGRAPHY**

In instances where ACTIVUS's staff take photographic images and/or video footage of the activity (which may be included in the offer price); ACTIVUS will retain full copyright of such material and reserves the right for its use in the publicity and marketing of the business. It is also conditional that all material supplied to the client is subject to the effect of prevailing weather, operational and safety constraints which may affect our photographic capabilities during the activity. We will provide one complimentary CD for the lead person per group, after which, any additional CD's will be chargeable.

## **22. DAMAGES**

Any clothing or equipment loaned for the activity or event will be charged to the client if not returned to ACTIVUS at the end of the trip in a serviceable condition. In addition, any damages and associated charges as a result of misuse of vehicle or accommodation facilities will be chargeable to the client at the end of the activity or trip. On top of any such charges ACTIVUS will add on 10% of the item cost to account for our administration time.

## **23. OPTIONAL EXTRAS**

Should the client choose to undertake any optional activities or excursions whilst on one of our holidays which are not part of the pre-booked itinerary, the client will be under contract with the company arranging the optional activity for the entire duration of the activity or excursion. In such a situation, ACTIVUS is not responsible for the provision of the activity or for anything that may happen to the client during the course of the activity.