



TERMS AND CONDITIONS FOR BOOKINGS MADE PRIOR TO 1 JULY 2018

These terms are not applicable to our holidays in the USA and Canada. Our Travel Experts will send the terms applicable to your holiday with your quotation.

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 all of our brochures and websites form the basis of your contract with The Artisan Travel Company Limited t/as The Aurora Zone members of ABTA. Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions, "you" and "your" means the lead name on the booking (including anyone who is added or substituted at a later date). "We", "us" and "our" means The Artisan Travel Company Limited t/as Activities Abroad.

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 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 or your travel agent. Within 7 working days of your booking being confirmed we will take payment for your arrangements and issue a confirmation invoice.

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 13 "Behaviour").

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 balance will be payable at the time of booking.

Dependent on the type of air fares or tickets which are being purchased it may be required for us to take the full payment for your flight costs (non-refundable) 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.

The balance of the holiday cost must be received by us not less than nine 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 (including any surcharge where applicable) 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 or your travel agent. 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 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. The upper limit on claims is £5,000 per person and £25,000 per booking form. 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.

5. THE COST OF YOUR HOLIDAY

We reserve the right to increase or decrease the prices of unsold holidays at any time. The price of your chosen holiday will be confirmed at the time of booking.

Once the price of your chosen holiday has been confirmed at the time of booking then, subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases after booking will be passed on by way of a surcharge. A surcharge will be payable if transportation costs and/or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increase or our costs increase as a result of any adverse changes in the exchange rates which have been used to calculate the cost of your holiday. Even in the above cases, we will absorb increased costs up to a total amount equivalent to 2% of the cost of your confirmed holiday (excluding any amendment charges). Only if the increased costs exceed this 2% will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies paid to us except for amendment charges or alternatively purchase another holiday from us as referred to in clause 9 "Changes and Cancellations by us".

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel for this reason. If you do not tell us that you wish to cancel within this period of time, we are entitled to assume that you do not wish to cancel and will pay the surcharge. Any surcharge must

be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is later. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

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.

A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. We promise not to levy a surcharge within 30 days of departure. No refunds will be payable within this period either.

We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

6. CHANGES BY YOU

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can assist, an amendment fee of £20 per person/per booking will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers.

7. CANCELLATION BY YOU

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

As we incur costs from the time we confirm your booking and may be unable to resell your holiday, the following cancellation charges will be payable. 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):

More than 63 days prior to departure -	Loss of deposit
63 to 43 days prior to departure -	40%
42 to 29 days prior to departure -	60%
28 to 15 days prior to departure -	80%
14 or fewer days -	100%

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 any member(s) of your party is/are prevented from travelling, the person(s) concerned will be able to transfer their place to someone else (introduced by you) providing the following requirements are complied with. We must be notified of the transfer(s) not less than two weeks before departure. A transfer will not be possible if there is a waiting list for places in which case the available place must be offered to the next person on that list. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers 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.

Details of our preferred travel insurance provider are shown elsewhere on the website and in your online account. If you make your own arrangements you should 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. The Artisan Travel Company Ltd is an Introducer Appointed Representative of Campbell Irvine Ltd who are authorised and regulated by the Financial Services Authority.

9. CHANGES AND CANCELLATION BY US

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking 9 weeks or less before departure where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where we are forced to do so as a result of circumstances outside our control/"force majeure" as defined in clause 10 below. We will not cancel after this date for any other reason. Most changes are minor. Occasionally, we have to make a "significant change". "Significant changes" include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours (where transfers to and from the UK form part of the arrangements you have booked with us), the closure of the only or all advertised swimming pool(s) at your accommodation for an extended period and, in the case of tours, a significant change of itinerary missing out one or more major destinations substantially or altogether. Some examples of minor changes include: alteration of your outward/ return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options: -

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

Please note, the above options are not available where any change made is a minor one. Furthermore, the substitution of sporting activities, at least to a similar alternative, or a change in the order of any activities you are due to carry out will be considered as a minor change. If we have to make a significant change or cancel before departure, we will pay you reasonable compensation subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached - in this case, we will notify you by the deadline specified. No compensation will be payable if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

In all cases, our liability for significant changes and cancellations is limited to offering you the above-mentioned options and, where applicable, we will pay compensation as detailed below except where the major change or cancellation arises due to reasons of force majeure. The compensation that we offer does not exclude you from claiming more if you are entitled to do so. No compensation is payable for minor changes.

Period before departure when a significant change or cancellation is notified to you (compensation per person):

More than 60 days before departure:	Nil
60 – 22 days before departure:	£20
21 – 15 days before departure:	£30
14 – 8 days before departure:	£40
7 – 0 days before departure:	£50

Very rarely, we may be forced by "force majeure" (see clause 10) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

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 complain to the Civil Aviation Authority on 020 7453 6888 or by e-mail to passengercomplaints@caa.co.uk or see www.caa.co.uk – Referring Your Complaint to the CAA.

10. FORCE MAJEURE

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 11(1) below) as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid.

These events can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

11. 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 (for example loss of enjoyment), 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 any member(s) of their party 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
- 'force majeure' as defined in clause 10 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 in our brochure and we have not agreed to arrange them and any excursion you purchase in resort. 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 regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

(5) As set out in these booking conditions we limit the maximum amount we may have to pay you for any claims you may make against us. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £25 per person affected unless a lower limitation applies to your claim under this clause or clause 11 (6) below. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice 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 11(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 concerns or is based on any travel arrangements (including the process of getting on and off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or

hotel keeper concerned would have to pay under the international convention which applies to the travel arrangements or hotel stay 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, the Athens convention for international travel by sea).

Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and 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 (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any business losses.

(8) You must provide us and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 12 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

12. 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 Suite 2, Netherton Park, Stannington, Northumberland, NE61 6EF 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 the 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 this contract. Please also see clause 4 above relating to ABTA.

13. BEHAVIOUR

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

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned 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 of 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 a responsibility to/for you as above. No refund will be given for any unused services.

14. 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 (see clause 11 (6)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

15. SPECIAL REQUESTS, HEALTH, FITNESS AND MEDICAL CONDITIONS/DISABILITIES

If you have any special request, you must advise us at the time of booking and clearly note it on your booking form. 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. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

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.

If you or any member of your party is pregnant or has any medical condition or disability which may affect your holiday or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if you become pregnant or any medical condition or disability which may affect your holiday develops after your booking has been confirmed.

You agree to accept the authority and decisions of our employees, Trip Leaders and agents whilst on a 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 other clients of the Company) 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 water sports 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.

16. 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. By consenting to these images and videos you grant us a perpetual, royalty free, worldwide and irrevocable licence to use them. If you or your party do not want to be filmed or for your pictures to be taken, please inform the relevant guides/representatives/photographers/other group members during your holiday.

17. PASSPORT, VISA AND HEALTH REQUIREMENTS

The passport, visa and health requirements applicable at the time of printing to British citizens for the holidays we offer are detailed in our trip dossiers. A full British 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, our recommendation is that you should apply for one at least 6 weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and from October 2006 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. Information on health is contained in the Department of Health leaflet T6 (Health Advice for Travellers) available from your local Department of Health office and most Post Offices. For holidays in the EEA, you should obtain an EHIC (European Health Insurance Card) prior to departure. NB. this card replaced the E111. From January 2006, E111 forms will not be valid).

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

18. BROCHURE ACCURACY

Please note, the information and prices shown in the 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 and prices at the time of printing, regrettably errors do occasionally occur. You must, therefore, ensure you check all details of your chosen holiday (including the price) with us (or your travel agent) at the time of booking. This brochure is our sole responsibility. It is not issued on behalf of and does not commit any independent organisation/carriers whose services are featured in it.

19. DELAY

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline concerned may, however, provide refreshments etc. We cannot accept liability for any delay which is due to any of the reasons set out in clause 11 (2) of these booking conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements.

20. 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.

21. FLIGHTS

In accordance with EU Directive (EC) No 2111/2005 Article 9, 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://europa.eu.int/comm/transport/air/safety/flywell_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 the aircraft type and flight timings which will be used in connection with your flight. Any flight timings and types of aircraft 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 tickets which will be dispatched to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - 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 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 and cancellation by us) will apply.

22. 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 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. 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.

*The flights and flight- inclusive holidays we arrange are ATOL protected providing they are made available in the UK. For further information visit the ATOL website at www.atol.org.uk.

23. TRIP SPECIFIC TERMS AND CONDITIONS

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