

	107 Allée des Cristalliers 74310 Les Houches France	+33 (0)4 50 93 50 72
		info@alpinetreks.co.uk
		www.alpinetreks.co.uk

Alpine Treks Booking Conditions

All holidays detailed in the Alpine Treks website are operated by Alpine Treks Limited (registered in England & Wales under company No. 6957454). All holidays operated by Alpine Treks (hereinafter called 'the Company' or 'we') are sold subject to the following conditions:

1. We only accept bookings from persons over the age of 18 at the time of booking. Bookings by or on behalf of persons under the age of 18 may be accepted on certain trips, when accompanied on the trip by another person over the age of 18 and subject to written parental consent.

2. To make a booking you must send us a completed Booking Form and pay a deposit of 50% of the full cost of the trip per person. We will then invoice you for the remainder of the cost, which you must pay not later than 8 weeks before departure. If you book less than 8 weeks (56 days) before departure, full payment must be made on booking. For trips costing less than €200 (euros) per person you must make full payment at the time of booking. The booking is not accepted and no contract exists until the date shown on the confirmation issued by the Company.

3. If you wish to cancel your booking, you must notify Alpine Treks in writing, where upon the following charges will be applied from the date we receive your notice of cancellation:

- More than 8 weeks (56 days) before start date - loss of deposit,
- Between 4-8 weeks before start date (28-56 days) - 75% of the full cost of the trip,
- Less than 4 weeks (28 days) - the full cost of the trip.

We strongly recommend you to take out insurance against irrecoverable cancellation costs.

4. If you do not pay the balance of your holiday cost within 8 weeks (56 days) of departure your booking will be terminated and you will lose your deposit.

5. We reserve the right to cancel any holiday due to insufficient numbers. Clients will be informed of our decision as soon as possible and not less than 4 weeks (28 days) before start date. You will be offered either a free transfer to another holiday or a full refund. You must inform us as soon as possible which you choose to accept.

6. We will let you know as soon as we can if, through no fault of your own, we are forced to significantly alter or cancel your holiday. In these circumstances you can choose one of the following options.

a) Accept our offer of a replacement holiday (if available); or

b) Ask us for a refund of the money you have paid. The maximum we will refund you is the money you have paid to us.

Your decision about which alternative you accept must be made as soon as possible after we notify you. If appropriate, we will also compensate you for the inconvenience unless the alteration or cancellation is because there are insufficient numbers to run the holiday, or if the alteration or cancellation has come about because of unavoidable, unusual and unforeseeable circumstances beyond our control. In both cases we shall inform you 4 weeks (28 days) prior to departure.

We strongly advise you not to incur any non-refundable incidental expenses until minimum numbers are reached. We will notify you as soon as the trip has reached minimum numbers.

7. A general indication is provided on our website of the itinerary for each holiday, the type of accommodation used and what is included in the price. Changes in all of these items may be made at any time and we will notify you of any changes that we become aware of as soon as we are reasonably able to do so.

8. Any information or advice provided by the Company on matters such as permits, visas, climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility on the part of the Company, and the passenger accepts responsibility for obtaining any necessary visas and travel documents required for the holiday.

9. Your booking is accepted on the understanding that you realise the hazards involved in this kind of holiday, including injury, disease, death, loss or damage to property, inconvenience and discomfort. The whole philosophy of this type of travel is one which allows alternatives and a substantial degree of on-trip flexibility. The Trip Notes given for each trip must therefore be taken as an indication of what each group should accomplish, and not as a contractual obligation on the part of Alpine Treks. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances.

It is a fundamental condition of joining any Alpine Treks trip that you accept this flexibility, and acknowledge that delays and alterations and their results, such as inconvenience, discomfort, or disappointment, are possible: we will always endeavour to provide suitable alternative arrangements. If it is impossible to make alternative arrangements or if a passenger is unable, or does not choose for good reason, to complete an itinerary outlined for a holiday, the Company is not liable to supply alternative itineraries, excursions, accommodations, services or staff for the period when the client is not present with the group, but in these circumstances we will arrange transport back to your point of departure if you wish.

10. On an adventurous holiday it is necessary that you abide by the authority of the leader, who represents the company. Completing our booking form signifies your agreement to this, and if you commit any illegal act when on the holiday or if in the reasonable opinion of the leader your behaviour is causing or likely to cause danger, distress or annoyance to others we may terminate your travel arrangements without any liability on our part. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the holiday, you must advise us of this at the time of booking.

11. It is understood that if you decide to voluntarily leave a trip, either for a part of the trip or for the full duration, the leader and Alpine Treks has no responsibility for your safety or well-being or for any consequential expenses.

12. Before you come on the holiday you must be covered by insurance, which must include adequate cover for baggage, medical expenses and the cost of repatriation should you become too ill to continue, including helicopter rescue and air ambulance. If you join the holiday without adequate insurance you may not be allowed to continue on the holiday, with no right of refund. You are required to send us a photocopy of your insurance certificate when you make final payment. We reserve the right to cancel your booking at any time if we are not satisfied that you have adequate insurance in place. You must bring all insurance documentation with you on the trip.

13. It is assumed that by booking a trip you (and other members of your group) are in good physical and mental health and fit enough to go on your trip. If you suffer from any recurrent condition, bookings can only be accepted if accompanied by a certificate from your doctor stating that he/she believes you are safe to undertake the tour you are booking on. When booking on a trip you agree to providing and receiving medical treatment from the leader or other team members in case of accident or illness, whilst evacuation plans are put into effect.

14. If you have any complaint about the holiday, you must make it known at the earliest opportunity to the leader and/or our local representative, who will normally be able to take appropriate action and we will do our best to resolve the problem. If at the end of the holiday, you feel your complaint has not been properly dealt with, we shall try and agree a settlement with you, but you must first notify us of your complaint in writing within 35 days of your scheduled date of return.

15. We are responsible to you for the proper performance of our obligations under the contract irrespective of whether those obligations are provided directly by us, or by third party service providers engaged by us acting within the proper course of their employment. We are liable to you for any damage caused to you by our failure to perform the contract or by our improper performance of the contract, unless that failure is:

- a) attributable to you;
- b) attributable to a third party unconnected with the provision of the services and are unforeseeable or unavoidable;
- c) due to unusual and unforeseeable circumstances beyond our control and could not have been avoided even if all due care had been taken;
- d) due to an event which even with all due care we could not foresee or forestall.

16. In any event, you are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives. You are required to carry proof of insurance with you and produce it if reasonably requested by company employees or suppliers.

17. Where the damages relate to the provision of transport by air, sea or rail, or hotel accommodation, any compensation payable will be further limited by the EU Charter of Passengers Rights, the Warsaw Convention as amended by the Hague Protocol (air), the Athens Convention 1974 (sea), the Berne Convention 1961 (rail), and the Paris Convention 1962 (hotel accommodation), or any such statute or regulation as may from time to time amend or supersede any of the above. Copies of the conditions of carriage and any conventions which may apply are available on request. Any independent arrangements that you make which are not part of the holiday are entirely at your own risk.

You must comply with the conditions of carriage applied by land, sea and air carriers. The provisions of the Warsaw Convention 1929 (as amended) concerning the carriage of passengers and their luggage by air, and the airlines' conditions of carriage, may apply to you and your party during your flight, and during boarding and disembarkation. These provisions and conditions may limit or exclude liability for death or personal injury, or loss of or damage to luggage, and may make special provisions for valuables.

In the case of sea travel the provisions of the Athens Convention 1974 relating to the carriage of passengers and their luggage by sea may apply. This Convention and the sea carriers conditions of carriage may continue to apply to you and your party throughout your stay on board the ship, and during boarding and disembarkation. The Athens Convention, and the carriers' conditions of carriage, may limit or exclude liability for death or personal injury, or loss of or damage to luggage, and make special provisions for valuables.

18. Any likeness or image of you secured or taken on any of our holidays may be used by the company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

19. By completing the booking form you agree that, if necessary, the company may pass your contact details and numbers to any third party connected with the operation of the specific holiday on which you have booked. This information will not be used for any other purpose, nor will be passed to any other parties.

20. The booking conditions may only be waived or amended by written mutual consent. When you complete the booking form you agree to accept all these conditions, and when we accept your booking we agree to carry out our obligations to you as defined in the information provided to you. This agreement will be governed by English law and any disputes will be dealt with by the English courts.

Please print and retain a copy of our Booking Conditions for your records.