



## 1. Alpine Exploratory

All holidays are operated by Alpine Exploratory Limited (hereinafter 'Alpine Exploratory' or 'us' or 'we'), Company No. 5521173, whose registered office is 7 Victoria Street, Settle, BD24 9HD, United Kingdom. All holidays are sold subject to these Terms and Conditions (hereinafter T&Cs). UK Exploratory is a business name of Alpine Exploratory.

## 2. About these T&Cs

By signing the Booking Form you agree to accept all these T&Cs. By accepting your booking we agree to carry out our obligations to you as defined by the holiday information given on Alpine Exploratory's website and in further information sent to you. If you would like to change anything in the T&Cs, please contact us. Any changes must be agreed to both by you and by a Director of Alpine Exploratory in writing. This agreement is made subject to the law of England. Any claim or dispute arising from this contract will be settled in the jurisdiction of the UK courts.

## 3. Booking

To make a booking please send us your booking form. We will confirm your schedule and invite you to pay your deposit. Your balance is due 8 weeks before your holiday; we will send you an invoice and a reminder. If booking within 8 weeks of the holiday then the full price is payable on confirmation of your schedule. If you do not pay the balance by the due date we may increase the price or cancel your booking.

## 4. Cancellation by you

If you have to cancel your booking, please tell us immediately in writing by email, fax or letter. We will refund all monies paid, less cancellation charges as follows according to the date on which we receive your written notice (which is the date of cancellation):

- a) more than 56 days before the holiday: your deposit;
- b) between 43 and 56 days before the holiday: 40% of your total price;
- c) between 29 and 42 days before the holiday: 60% of your total price;
- d) between 15 and 28 days before the holiday: 80% of your total price; or
- e) 14 days or less before the holiday, or if you fail to join: 100% of your total price.

## 5. Transferring bookings

Bookings may be transferred to different dates, to another holiday or to another person at the discretion of Alpine Exploratory. An administration fee might be payable.

## 6. Alterations by us

We will tell you as soon as reasonably possible if we must make any alteration to your holiday. Most alterations are minor but very occasionally we might have to make a major alteration. A major alteration is a change of location or to a lower standard of accommodation for a substantial part of your holiday, a change in start or finish dates, or a necessary rise in your price caused by rises in costs (see 'Changes in price' below). You may then choose as follows:

- a) to accept these alterations;
- b) to withdraw from the holiday, in which case we will repay all monies paid to us, including your deposit, and this is the sum of our liability to you; or
- c) to accept an alternative holiday that we may propose to you, in which case if the proposed holiday is of lower price we will pay you the difference and if it is of higher price we may ask for the difference.

You must inform us of your choice as soon as possible after we contact you.

## 7. Changes in price

The costs to us of running your holiday might change after the date of publication on our website. We will bear any rises in cost occurring 30 days or less before your holiday. If an increase of up to 2% in your holiday price is needed then we will bear this increase. If an increase of more than 2% but not more than 10% is needed then we may make surcharges to cover exchange rate costs and transport costs (including fuel costs, taxes and fees). If an increase of more than 10% is needed then the 'Alterations by us' paragraph above applies.

## 8. Cancellation by us

We may cancel your holiday because of unavoidable, unforeseeable and unusual circumstances beyond our control (*force majeure*). Additionally we may cancel a Guided holiday because it has not reached its stated minimum group size, in which case we will give you notice not less than 4 weeks before the holiday. If we have to cancel your holiday we will tell you as soon as reasonably possible and we will refund all monies paid to us, including your deposit, that we have not yet paid to our suppliers, and this is the sum of our liability to you.

## 9. Your additional costs

We are not responsible for any costs incurred by you before or after your holiday. We are not liable for your incidental costs (flights, transfers, visas and other incidental costs) in any circumstances. We advise you not to incur any incidental costs until we have confirmed your schedule.

## 10. Insurance

For holidays outside the UK you must have insurance to cover yourself for helicopter search & rescue, medical expenses and repatriation. For holidays in the UK this is not necessary. This insurance must be for the duration of the holiday and must be appropriate for the nature of the holiday.

We recommend, but it is not compulsory, that for all holidays you also have cover for personal liability, cancellation and your baggage and money. On booking we will send you information about suitable policies.

On Guided holidays you must bring proof of adequate insurance to show to your leader. If you join without adequate insurance, your leader might be able to help you to arrange insurance. If it is not possible to arrange insurance then your leader must refuse you further participation in the walks and you will have no right to a refund. On Self-guided holidays you must tell us before your holiday of your insurance company's name, their telephone number, and your policy number.

## 11. Our responsibilities

We will take all reasonable care to ensure that the information we give to you is accurate, including information on our website, in your schedule, in your information pack and other information we give to you. We will do all we reasonably can to provide the service as described in the information we give to you. We are not liable to you if any failure is:

- a) attributable to anyone other than us;
- b) attributable to a third party unconnected to us, and 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; or
- d) due to an event which even with all due care we could not foresee or forestall.

## 12. Your responsibilities

These holidays are by their very nature adventurous and potentially dangerous. You must accept that walking and trekking carry a danger of death or serious injury and that delays and alterations and resulting annoyances are possible in mountainous regions. You must have a level of fitness and skill appropriate to the holiday. You must act carefully at all times. On booking we will send you information about equipment and you must come suitably equipped. You must inform us at the time of booking or as soon as the case arises of any medical or non-medical conditions that might affect your or other participants' safety and enjoyment. If you book on behalf of your party then you are responsible for ensuring that all party members have read all pre-holiday information.

## 13. Your leader's authority

On a Guided holiday your leader is responsible for the safety and enjoyment of the whole group. The leader has sole discretion on behalf of Alpine Exploratory to exclude temporarily a participant from the group or to terminate the participant's holiday without the possibility of a refund if the leader thinks the participant is likely to endanger the group's safety or spoil its enjoyment.

## 14. Independent activities

You are free to pursue your own walks and activities in place of the routecards or group walks provided, and in free time such as rest days or evenings. Any such independent activities are not part of your holiday with us and are undertaken at your own risk.

## 15. Complaints

If you have a complaint, please contact us as soon as possible. On a Guided holiday you must first make the complaint to your leader and on a Self-guided holiday you must first contact our office. We will do all we reasonably can to resolve your complaint. You must tell us in writing within 30 days of your holiday's finish of any complaints that you feel have not been dealt with properly.

## 16. Your details

Alpine Exploratory may pass your contact details to any third party where this is necessary for the operation of your holiday. We will not pass or sell your contact details to any third party for any other purpose, or use your contact details for any purpose other than operating your holiday.

**END (Updated 16 August 2009)**