



1. Alpine Exploratory

All holidays are operated by Alpine Exploratory Limited (hereinafter 'Alpine Exploratory' or 'us' or 'we'), Company No. 5521173 and VAT Registration No. 934 1454 33, whose registered office is 9 Copperfield St, Wigan, WN1 2DZ, UK. 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 and, once we have arranged your schedule, a deposit of £75 per person. 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 the booking.

4. Cancellation by you

You must tell us immediately if you wish to cancel your booking. Your deposit is non-refundable. According to the date of cancellation we will refund all monies paid less the following cancellation charges:

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

In addition we may charge single supplements if other party members' cancellation makes this necessary. The date of cancellation is the date that we receive your written notice of cancellation, signed by the person who made the booking. Where we send you detailed notes about the holiday soon after accepting your booking, and after reading these notes you feel you have misunderstood the nature of the holiday or what is included in the price, you may within 7 days of receiving these notes cancel your booking without penalty and we will refund all money paid to us.

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 of £50 per person will be payable to cover our costs in re-booking accommodation and other tasks.

6. Alterations by us

We will let you know as soon as reasonably possible if we are forced through no fault of our own to make major alterations to the holiday or to the price. A major alteration is a change of location, a change to a lower standard of accommodation, a change in start or finish times by more than 4 hours, or a necessary rise in holiday price caused by rises in costs (see 'Changes in price' below). You may then choose to accept these alterations, to withdraw from the holiday (in which case we will repay all of the money you have paid to us, including your deposit, and this is the sum of our liability to you), or to accept an alternative holiday that we may propose to you (in which case if the proposed holiday is of lower quality we will pay you an amount of money judged by us to be appropriate to the difference in quality). You must inform us of your choice as soon as possible after we contact you about the alteration.

7. Cancellation by us

We may cancel the 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), or because of unavoidable, unforeseeable and unusual circumstances beyond our control (*force majeure*). If we cancel the holiday we will give you notice as soon as reasonably possible and we will refund all of the money (including your deposit) that you have paid to us, that we have not yet paid to our suppliers, and this is the sum of our liability to you. We are not liable for your incidental costs (flights, transfers, visas and other incidental costs) in any circumstances.

8. Changes in price

Costs making up the holiday price may change after the date of publication on Alpine Exploratory's website. We will bear the first 2% of any necessary rise in the holiday price. If cost rises make it necessary to raise the holiday price by 10% or more then this rise is classed as an alteration and the 'Alterations by us' paragraph above applies. If costs rise so as to make necessary a price rise of more than 2% but not more than 10% then we may make surcharges to cover costs in the following categories: (a) Transport costs including fuel costs, taxes and fees; (b) Exchange rate costs. We will bear any rises in cost occurring within 30 days of the first day of the holiday. If costs fall after the date of publication then we will pass the difference on to you.

9. Your additional costs

Alpine Exploratory is not responsible for you or for any costs incurred by you before the start of your holiday at the notified start point and time on the first day of your holiday, or after departure on the last day of the 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. Information provided by us

Our website gives a general indication of the itinerary and other details of each holiday. Changes to details may need to be made from time to time. We will tell you of any changes in details as soon as we are reasonably able to do so. Any information or advice provided by us on matters such as equipment, weather, passports and all other matters is given in good faith and we cannot be liable for any consequences or omissions.

11. Insurance

Clients on holidays outside the UK are required to have insurance to cover themselves 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 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 activities, 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.

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. You must accept that delays and alterations and resulting annoyances are possible in mountainous regions. You must have a level of fitness appropriate to the holiday. You must bring appropriate equipment. (We will send you suggestions of appropriate equipment.) 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 you or any other participant's safety and enjoyment. If you book on behalf of your party you are responsible for ensuring that all party members have read all pre-holiday information.

13. Your leader's authority

On a Guided holiday the leader is responsible for the safety and enjoyment of the whole group. The leader has sole discretion on behalf of Alpine Exploratory to exclude 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. On Self-Guided holidays there is no leader and we cannot be responsible for your actions or your safety.

14. Independent activities

Activities that are not part of the holiday (such as evening walks or sightseeing) are undertaken by you at your own risk. You are free to choose your own walks and other activities instead of the group activities or routecards provided, in which case you will be considered to have left the holiday for the duration of your independent activity, and we cannot be responsible or liable for your actions or your safety.

15. Our liability

Alpine Exploratory cannot be held responsible for any mishap affecting yourself or your property, or for the consequences of incidents of *force majeure*, including but not limited to flight cancellations, travel accidents, strikes, illness, and Government or customs or police actions. All travel to and from the holiday, and any independent arrangements you make that are not part of the holiday, are entirely at your own risk. The maximum amount of any damages and compensation in cases where Alpine Exploratory is liable in respect of failure to carry out the holiday will normally be limited to two times the holiday price, and further limited by the EU Charter of Passengers' Rights, the Berne Convention 1961 (rail) and the Paris Convention 1962 (hotel accommodation). We are not liable to you for failure to carry out the holiday if the failure is:

- attributable to anyone other than Alpine Exploratory leaders;
- attributable to a third party unconnected with us, and unforeseeable or unavoidable;
- due to unusual and unforeseeable circumstances beyond our control and could not have been avoided even if all due care had been taken; or
- due to an event which even with all due care we could not foresee or forestall.

By signing the booking form you acknowledge that we have taken all reasonable steps to safeguard our liability in these respects.

16. Complaints

If you have a complaint on a guided holiday you must first make the complaint to the leader as soon as possible. On a self-guided holiday you must contact our office as soon as possible. We will do all we reasonably can to resolve your complaint. You must notify us in writing within 30 days of your holiday of any complaints that you feel have not been dealt with properly. We will then try to agree a settlement with you.

17. 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 a third party for any other purpose, or use your contact details for any purpose other than operating your holiday.

END (Updated 30 July 2008)