# **Terms and Conditions 2023**

Updated 1st May 2023

# **Alpine Exploratory's Terms and Conditions**

#### 1. Alpine Exploratory

All holidays are operated by Alpine Exploratory Limited (hereinafter 'Alpine Exploratory' or 'us' or 'we') with business names UK Exploratory and Exploratory, registered in England & Wales with Company No. 5521173. In the unlikely event of Alpine Exploratory becoming insolvent before your trip is completed, a full refund is available to you through ABTOT.

# 2. About these Terms and Conditions

All holidays are sold subject to these Terms and Conditions (hereinafter 'T&Cs'). If you would like to change anything in the T&Cs, please contact us. Any changes must be agreed to in writing by a Director of Alpine Exploratory. 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

By submitting the Booking Form you agree to accept these T&Cs contingent on our acceptance of your booking. When we send you the 'Booking confirmation' email we accept your booking and 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. We will then invite you to pay your deposit and we will reserve your schedule. If for any reason we are unable to reserve a schedule that satisfies both you and us then we will let you know as soon as possible and the booking will be cancelled with any monies paid refunded and no monies owing.

#### 4. Balance

Your balance is due 8 weeks before your holiday; we will send you 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 will make reasonable efforts to contact you, and wait a while, but then we may cancel your booking.

# 5. Cancellation by you

If you have to cancel your booking, please tell us immediately by email or letter. We will refund all monies paid, less cancellation charges according to the time before your holiday on which we receive your written notice:

- a) more than 8 weeks: we keep your deposit;
- b) between 6 and 8 weeks: we keep 40% of your total price;
- c) between 4 and 6 weeks: we keep 60% of your total price;
- d) between 2 and 4 weeks: we keep 80% of your total price; or
- e) 2 weeks or less or if you fail to join: we keep 100% of your total price.

### 6. Transferring bookings

Bookings may be transferred to different dates, to another holiday or to another person at the discretion of Alpine Exploratory. We will raise or lower your price by any difference in cost of your old and new trips. An administration fee might be payable if your request is received within 8 weeks of your trip. Please let us know of your request as early as possible.

# 7. Alterations and cancellations 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 change of location or to a lower standard of accommodation for a substantial part of your holiday, or a change in start or finish dates. You may then choose to accept these alterations or:

- a) 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
- b) to accept an alternative holiday or postponement that we may propose, in which case we will raise or lower your price by any difference in cost.
  You must inform us of your choice as soon as possible after we contact you.

You must inform us of your choice as soon as possible after we contact you. We may cancel a scheduled 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; your options are as (a) and (b) above.

#### 8. Force Maieure

Force Majeure events include, but are not limited to, war, natural disaster, civil unrest, epidemics and pandemics, and all similar events outside our control. In the event of Force Majeure in your destination that makes us cancel your trip or suggest a major alteration, we will offer an alternative trip or a refund as per 7(a) and 7(b) above.

If despite Force Majeure we do not cancel your holiday or propose a major alteration, we will run your trip as normal and if you no longer wish to travel then you may cancel according to our normal conditions in section 5 above.

# 9. Changes in price

We will not increase the price of your holiday after sending the Booking confirmation email, irrespective of increases in our costs, except where you and we agree to changes in accommodation, numbers of nights, or services.

# 10. Your additional costs

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

#### 11. Travel insurance

For holidays outside the UK you must have travel insurance to cover yourself for helicopter rescue and medical care, for repatriation, for personal liability (UK residents only) and for baggage loss. Optional items are cancellation cover and (for non-UK residents only) personal liability cover. For holidays in the UK, UK residents do not need any travel insurance but optional items are cancellation cover and baggage loss cover; for non-UK residents on holidays in the UK, repatriation cover, baggage loss cover and (non-EU residents only) medical care cover are essential, and cancellation cover is optional. This insurance must be for the duration of the holiday and must be appropriate for the nature of the holiday. On booking we will send you information about suitable policies. Before your trip you must tell us the insurer's name and the policy number for each member of your group. We will send you a reminder. On a Guided trip, if you do not have adequate insurance then your leader must refuse you participation in the walks and you will have no right to a refund.

#### 12. 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.

#### 13. Your responsibilities

These holidays are by their very nature adventurous and potentially dangerous. You accept that walking and trekking carry a danger of death or serious injury and that delays and alterations and resulting annoyances are possible in travel. In particular you and other group members must:

- a) have a level of fitness appropriate to the holiday;
- b) have a level of walking skill appropriate to the holiday including balance on rough ground and experience operating in poor weather in the mountains, and for self-guided trips at least one group member able to navigate competently in the mountains;
- c) act carefully at all times;
- act courteously at all times to our staff, hotels, leaders, fellow participants and others encountered on the holiday;
- e) come suitably equipped we send you information about equipment;
- f) accept liability to your accommodation for any damage.

If booking on behalf of your party then you are responsible for ensuring that all party members read pre-holiday information.

# 14. Your leader's authority

On a Guided holiday your leader is responsible for the safety and enjoyment of the whole group and 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.

# 15. Diets and medical conditions

You must tell us at the time of booking or as soon as the case arises of any medical or non-medical conditions or any diets that might affect your or other participants' safety and enjoyment. We will do our best to ensure that any diets are catered for, but it is not possible to guarantee what is served each day, especially at mountain huts which are often basic and busy.

### 16. Independent activities

You are free to pursue your own walks and activities in place of the routecards or guided 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.

#### 17. Complaints

If you have a complaint, please contact us as soon as possible. On a Guided holiday you must first contact 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 4 weeks after your holiday of any complaints that you feel have not been dealt with properly.

### 18. Your details

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

Simon Stevens, Director, Alpine Exploratory Limited 1st May 2023