

**1. Alpine Exploratory**

All holidays are operated by Alpine Exploratory Limited (hereinafter 'Alpine Exploratory' or 'us' or 'we'), registered in England & Wales with Company No. 5521173. UK Exploratory and Exploratory are business names of Alpine Exploratory Limited.

**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 both by you and 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 reserve your schedule and invite you to pay your deposit. 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. 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 may cancel your booking (but will make reasonable effort to contact you).

**4. Cancellation by you**

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

- more than 8 weeks before the holiday: your deposit;
- between 6 and 8 weeks before the holiday: 40% of your total price;
- between 4 and 6 weeks before the holiday: 60% of your total price;
- between 2 and 4 weeks before the holiday: 80% of your total price; or
- 2 weeks 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. Please let us know of your request as early as possible.

**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 (please see 'Changes in price' below). You may then choose to accept these alterations or:

- 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
- 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 (due to exchange rate and other factors) might change after the date of booking. We will bear any rises in cost up to 2% or if occurring 4 weeks or less before your holiday of any amount. If an increase of more than 2% but not more than 10% occurs then we may make surcharges to cover these costs. If an increase of more than 10% occurs then we may invoke the 'Alterations by us' paragraph above.

**8. Cancellation by us**

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 and refund all monies paid to us including your deposit. For all trips we may cancel your holiday because of unavoidable, unforeseeable and unusual circumstances beyond our control (*force majeure*), in which case 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. These refunds are the sum of our liability to you.

**9. 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.

**10. 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.

**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 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. You are liable to your accommodation for any damage. You must act with reasonable courtesy to our staff, hotels, leaders, fellow participants and others encountered on the holiday. On booking we will send you information about equipment and you must come suitably equipped. 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 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.

**14. 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 you 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.

**15. 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.

**16. 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.

**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 any third party for any other purpose, or use your contact details for any purpose other than operating your holiday. **END**  
**(Simon Stevens, Director, Alpine Exploratory, 1 October 2018)**