

ADVENTURE CAFÉ BOOKING CONDITIONS – CHARITABLE EVENTS For Event Participants

These are the terms and conditions of Adventure Café Ltd. which apply to those who are advised by the charity that they will be participating in the fundraising event. Please refer to the charities' own terms and conditions regarding your sponsorship and eligibility to travel. Only those potential participants who qualify under the charities' rules will be entitled to travel. The following conditions will apply:

1. Your contract with Adventure Café

If you are selected to take part in the fundraising event, we will either be advised of your details by the charity, or you will send them to us directly. Your contract for travel, accommodation and other services ("your travel arrangements") will be with us, Adventure Cafe Limited trading as Adventure Café of Main Lopen Business Park, Mill Lane, Lopen, Somerset, TA13 5JS

If you are selected then we will confirm our contractual commitment to you by sending to you a confirmation invoice, together with the details of your travel arrangements and the itinerary that we have agreed to provide. It is only then that these terms and conditions will apply and a contract will exist between us, which is governed by English laws and the exclusive jurisdiction of the English Courts. Travel arrangements made by us which include accommodation are fully protected under the company's Travel Organiser Failure Cover (TOFC). This complies with the requirements of Regulations 16-21 of the Package Travel Regulations. Payment for your travel arrangements will be made to us by the charity from a proportion of the sponsorship it has received in accordance with the charities' terms for participating in the fundraising event.

2. The price of your Tour

(i) The cost of your participation in the fundraising event forms a part of the overall value of the sponsorship raised by you and received by the charity. From those sums received by the charity, the charity will pay to us the cost of your travel arrangements that we are agreeing to provide.

(ii) We reserve the right to increase the price of your travel arrangements to allow for variations in transportation costs (including the cost of fuel); dues, taxes or fees chargeable for services and the exchange rate applicable to your travel arrangements. No price increase will be made within 30 days of your departure date and in any event, we will absorb any increase which equals 2% or less of the cost of your travel arrangements.

3. Health, Safety & Fitness and your Insurance Cover

The charitable event in which you will be participating is challenging and will require a good level of fitness, strength and endurance and it is your responsibility to ensure that you have the appropriate level. You should check with your doctor to ensure that you are sufficiently fit, healthy and mobile to participate in the event. **If you have any doubts about your fitness, please also check with both the Charity and Adventure Café directly, and you should supply both parties with a medical certification from your doctor.** If the event is overseas, you should take into account that medical and other facilities, particularly for those with any disability, illness or infirmity, at your destination are likely to be inferior to those in the United Kingdom. Accordingly, in the case of overseas events, it is a compulsory term of travel that you take out travel insurance to cover any health or injury problems that arise and, if necessary, to arrange for your repatriation to the United Kingdom. You must complete a medical form in order to be able to participate and you should also advise your insurer of any pre-existing medical condition before travel. Failure to advise this may invalidate your insurance cover. It may also put you at significant risk, and affect others enjoyment of the event.

4. Cancellation

(a) If you cancel your travel arrangements, then there will be no refund payable to you as your sponsorship was raised for charitable purposes. Any balance of the sum paid to us by the charity for your travel arrangements, after deduction of cancellation charges, which have been agreed with the charity, will be repaid to the charity.

(b) Similarly, if we cancel your travel arrangements any refunds or compensation will be paid to the charity.

(c) If cancellation occurs in circumstances where recovery of cancellation charges is indemnified under your travel insurance, you hereby agree that you will cooperate in the recovery of these charges from the insurers and any sums recovered under the policy will again be paid over to the charity.

(d) If cancellation occurs due to unusual and unforeseeable circumstances beyond our control, such as national emergency, natural disaster, fire, bad weather, delays or other such events (acts of force majeure), then we will advise you as soon as it is reasonable to do so.

(e) Note that in case of cancellation – there will be no refund of the registration fee for this event to the participant. This will be retained by the charity.

5. Destination Safety and Force Majeure

Your personal safety during the charitable event is of fundamental importance to us and whilst we will carefully monitor the safety of your destination, the Foreign and Commonwealth Office do offer a travellers advice line, the details of which are 0870 606 0290. You should ensure that you are kept informed of the latest FCO advice.

6. Alterations by Adventure Café

Adventure Cafe and its suppliers of transport and land arrangements shall be entitled to change the details of your travel arrangements and itinerary. If a change is significant you will be advised as soon as possible and you will be entitled to:-

- (i) Cancel your participation in the event, in which case you agree that the cost of your travel arrangements will be repaid by us to the charity and you will have no entitlement to such sums; or
- (ii) Agree to proceed with the revised arrangements for the event

7. Standard and Quality of Accommodation and Services

You should not have unreasonable expectations of the facilities that will be provided which in some remote areas and some destinations may be below what you might expect at home. The level of the standard and quality of your travel arrangements will be in line with the itinerary and any literature you receive from us.

8. Liability

(i) We accept responsibility for ensuring that your travel arrangements will be as described in literature produced by us, or on our behalf, in our Confirmation Invoice and with the itinerary and that the services we are contractually obliged to provide are to a reasonable standard. If in the reasonable opinion of the charity any part of your travel arrangements is not provided as promised we will pay appropriate compensation if this has affected the quality or structure of your travel arrangements. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers (except for claims for death, injury or illness – see below).

(ii) Adventure Cafe accepts responsibility for death, injury or illness caused by negligent acts and/or omissions of us, our employees, agents, suppliers and sub-contractors whilst acting within the scope of, or in the course of their employment in the provision of any part of your travel arrangements in the itinerary, that we are contractually obliged to provide. We will, accordingly, pay to an affected participant such damages as might have been awarded in such circumstances under English law. However, damages are not payable where any failure to perform the contract is due neither to any fault on our part or a supplier of any part of your travel arrangements or is attributable to you or unforeseen or unavoidable actions of a third party unconnected with the provision of your travel arrangements or unusual and unforeseeable circumstances beyond our control or an event which could not have been foreseen even if all due care had been exercised.

(iii) Inherent in an Adventure Challenge is the possibility that your clothing or equipment may suffer some damage. Equally you may experience minor injury (scratches, grazes, twisted ankles etc) - these minor injuries and property damage are an unavoidable component of the type of trips that Adventure Café operates. Further, in the realm of the high mountain, and in remote locations, the weather and external factors are not always within the control of the leader, and he may have to make changes to itineraries at short notice. By making a booking you are signifying that you understand this when making a booking and/or joining an Adventure Café trip.

(iii) In respect of carriage by sea and rail and the provision of accommodation, the amount of compensation Adventure Café may be obliged to pay will be limited in the manner provided by the relevant International Convention. Carriage is subject to the carrier's conditions of carriage. In particular drunkenness or rowdy behaviour may lead to the carrier refusing carriage when alternative transport may have to be arranged at your own cost.

9. Passports and Visas and Health

You will be advised separately of any passports or visa requirements and any compulsory health requirements to enable you to participate in your travel arrangements. Please note that you will require a full British passport with at least 3 months unexpired at the date of return travel. For EU and other passport holders please contact Adventure Cafe for special requirements.

10. Miscellaneous

This contract is governed by English law and the exclusive jurisdiction of the English Courts.