

## Alpine Oasis Adventure & Activity Booking Terms & Conditions

If you book a trip with Alpine Oasis and your booking is accepted by Alpine Oasis then a contract is deemed to exist between you and Alpine Oasis Ltd

Your contract is with Alpine Oasis Ltd, Registered Company Number 5868326 (hereinafter referred to as The Company), whose registered offices are Myra House, 58 Humberstone Rd, Cambridge, CB4 1JF

### 1. THE BOOKING AGREEMENT

Below are the details of the terms and conditions of the booking agreement. Please read them carefully. When you make a booking and we accept it, a legally binding contract is made. When you sign the booking form you (and any other person on whose behalf you book) agree to accept all of these conditions and you acknowledge that you have read the relevant trip dossier. You also warrant that the information given by you on the booking form is complete and true.

2. In order to make a booking- complete and sign the Booking Form and post it/email it to Alpine Oasis Limited with the required deposit. Once the deposit is received, you will receive confirmation of booking and further details.

#### Deposits required:

Ultra Trail Running Camps/TMB Best Of/TMB Hotel/TMB Hut to Hut/Alpine Discovery Walking Week/Aspiring Alpinist/Mont Blanc Mountaineer/Photography Course = £150

TMB Taster/Walking Weekends = £100

The contract exists between you and Alpine Oasis from the date on the Confirmation Invoice

3. The balance for each part of the trip will be due 8 weeks before departure (for European trips) and 6 weeks before departure for any UK trips. It is important to be aware that once your deposits are paid, should you wish to cancel at any time thereafter, the deposits are non-refundable. In addition the cancellation penalties detailed below will be applied. It is strongly recommended that you have suitable cancellation insurance coverage from the time of booking.

4. If the interim deposit or balance is not received by the specific date, we reserve the right to cancel your booking and your deposit will be forfeited, unless the Company Director has agreed a delay in your payment in writing. We also reserve the right to pursue you for the unpaid balance due.

5. Your booking is made by you and accepted by us, on the understanding that courses need a minimum number of people to run. Should bookings not reach this minimum number all deposits will be returned.

6. Cancellation of a trip by the Company will entitle you to a refund of the full cost of your trip, unless cancellation has been forced by unforeseen government intervention in which case actual costs incurred by the Company will be subtracted from any refund due. No other compensation will be allowable.

7. Cancellation of bookings must be notified in writing and will only be effective from the day such notice is received by Alpine Oasis. Cancellation charges are set out below; More than 8 weeks before departure - loss of deposit. 4-8 weeks 60% of total trip cost. 2-4 weeks 80% of total trip cost. Less than 2 weeks 100% of total trip cost

**8.** You may pay your deposit and final balance using any lawful means. The total amount received by our bank must be no less than the full amount shown on your invoice. If sending money by electronic (bank) transfer then you must pay the remitter's (your) fees and the beneficiaries (our) fees. We can accept payment via bank transfer, credit/debit card payment (via the website) or by cheque. We can only receive cheques in UK Sterling.

**9.** Whilst every effort will be made to adhere to the planned itinerary, it must be realized that with this type of adventurous activity changes to the programme will occur from time to time. The Company accepts neither responsibility nor liability, for any ensuring costs, or the consequences of any such change, however caused. Circumstances may arise where we are forced to alter dates, trip duration, trekking routes or accommodation before a trip starts. We will endeavor to inform you of any such changes as soon as we know of them.

Most expeditions have days in the itinerary that are included to provide flexibility in case of bad weather, or some untoward event, and thereby increase the chances of your principal objective being achieved and for the expedition to be successful. If these days are not needed in order to achieve the aims of the expedition and the team decides to return from the mountains early, any additional costs incurred by you and associated with extra hotel nights, or services that would not otherwise have been provided nor were given in the published itinerary, must be met by you at the time.

**10.** On assessing the conditions expected to be encountered in the mountains or the abilities of the Team Members, your Mountain Leader may decide to change any aspect of the trip, if he believes that to continue with the itinerary or activities, or any latterly agreed alternatives, would place anyone at undue risk. Your Mountain Leader will do his utmost to ensure that any problems are solved for the benefit of the Team as a whole. Signing the Booking Form signifies your acceptance of the Mountain Leader's authority to make decisions affecting the group or individuals.

For instance the Mountain Leader may require an individual or individuals to leave the expedition if he believes that a person, or a person's health, is at risk, if an illegal act is committed, or behavior may become, or has been, detrimental to the safety, enjoyment or well-being of the group. A client leaving an expedition at any stage, for whatever reason, will not be entitled to any refund.

**11.** We will cancel an expedition if the Travel Advice from the UK Foreign Office (FO) effectively puts the destination country or significant parts of the country out of bounds such as to make the principal objective untenable. If the principal objective remains achievable in observance of the FO Advice, we will alter the itinerary and the expedition will not be cancelled. For example the FO may advise that it is unsafe to traverse an area which lies on the published approach trek. In such circumstances, if the objective can be reached by using an alternative route, we will do so and the trip will not be cancelled.

If the FO does not issue unambiguous advice against travel, a disinclination to travel on the basis of a perceived threat or hazard, howsoever formed, will be interpreted as a voluntary cancellation and the charges set out in booking condition 7 will apply.

▲ Ski ▲ Climb ▲ Bike ▲ Hike ▲ Run ▼ Relax.

Non UK Nationals should consult their own government for advice on travel to the destination country and all countries transited en route. We will not be bound by the advice of such foreign governments, nor will our booking conditions be waived, save where such advice coincides with the advice of the UK Government.

**12.** Most of our courses/treks/holidays involve going to high altitude and carry an inherent risk of altitude illness. Additionally, climbing and mountaineering, which includes treks that cross glaciated terrain or snow-bound passes, are hazardous activities with a risk of serious injury or death. By signing these booking conditions you acknowledge these hazards and your acceptance of the associated risk.

**13.** The Company does not accept responsibility for any personal illness, injury or death which results from the negligent (as the word is understood in the English Law) acts or omissions of any Instructor, agent, sub-contractor, or supplier working in collaboration in the provision of services or facilities to you. Nor will they be liable for any uninsured loss of personal property.

The Company cannot be made liable for the consequences of strikes, industrial action, wars, riots, sickness, quarantine, government intervention, weather conditions or other untoward occurrences, whatever they may be.

**14.** Having made every effort to ensure the correctness of this dossier we cannot be held responsible for any inaccuracies.

**15.** Prices in the dossier are based on costs and exchange rates as at 05.05.09. We will do what we can to mitigate against any rise in our operating costs and strive to keep prices fixed. In the unlikely event that surcharges become necessary, you may cancel your booking without penalty if the surcharge amounts to more than 10% of the cost of the expedition.

## **16. Responsibility**

Your booking is accepted on the understanding that you realise and accept the risks and hazards potentially involved in adventure holidays and that you are mentally and physically capable of undertaking your chosen trip. You must tell us if you have an existing medical condition (physical or psychological) or disability that might affect your holiday before you book. If, in our reasonable opinion, your chosen holiday is not suitable for your medical condition or disability we reserve the right to refuse your booking. We reserve the right to cancel the contract if medical problems are discovered and, in this eventuality, we will give a full refund but no compensation. You are responsible for bringing with you the proper clothing and equipment, which we advise you about in our printed trip information and pre-departure information pack. If you are unable, or choose not to complete the itinerary outlined, Alpine Oasis Ltd is not liable to supply alternative itineraries, excursions, accommodations, services or staff for the period when the client is not present with the group.

The Company is liable for the negligence of its employees and suppliers when they are acting in the scope of their employment or in the provision of the itinerary arrangements. The Company is not liable for any failures that occur in the performance of the travel arrangements which are attributable to the consumer, or attributable to a third party unconnected with the provision of the services and unforeseeable or unavoidable, or are due to unusual and unforeseeable circumstances beyond the control of The Company which could not have been avoided even if all due care had been exercised.

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## **17. Passports, Visas and Immigration Requirements**

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

## **18. Travel and Cancellation Insurance**

To take part in one of our holidays you must be covered by adequate insurance for the complete duration of your trip. This insurance must include cover for; medical expenses, injury, death, cost of repatriation, helicopter evacuation and cancellation and curtailment. If, in the event of an emergency, medical rescue or evacuation from a trip of you, the client, either by foot, helicopter or otherwise, the responsibility for the payment of such costs will lie with the client. It is imperative that the client ensures adequate insurance cover is in place before departure. We recommend that you fully understand the limits and exclusions of any insurance policy before taking out cover. It is your responsibility to ensure that the insurance cover you purchase is adequate for the particular needs of you and your party. We reserve the right to cancel your booking at any time before departure if we are not satisfied that adequate insurance for you is in place. All

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baggage and personal effects, including mountain bikes, are at all times at your own risk. We will not be responsible for any loss, damage or accident to any luggage and property, howsoever incurred. You are advised to check the limitations of your insurance policy in this respect. In addition we strongly advise you bring a valid European Health Card (formerly E111)

### **19. If You Have A Complaint**

If you have a problem during your holiday, you must inform your Mountain Leader who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to: Alpine Oasis Ltd, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

It is strongly suggested that you communicate any complaint to your Mountain Leader without delay. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint during your holiday and this may affect your rights under this contract.

### **20. Photographic, Comments & Feedback Rights**

You agree to allow Alpine Oasis use for publicity purposes without your permission and free of charge any photographic material containing your image taken on an Alpine Oasis trip or course in its possession or any feedback &/or comments that you make.

**21.** This contract is made on the terms of these Booking Conditions which may only be waived in special circumstances, and in writing, by a letter from a Director of the Company.

**22.** The terms and conditions of all agreements made with The Company shall be subject to, and governed by, English Law. Any dispute will be dealt with under the exclusive jurisdiction of the Courts of England and Wales.