

ASPIRE ADVENTURES PACKAGE BOOKING TERMS AND CONDITIONS

These terms and conditions (**Booking Conditions**), together with the documents referred to therein, 'Important Information', and any other written information we brought to your attention before your booking was confirmed constitute a contract (**Contract**) with The Rawles Group Limited trading as Aspire Adventures (**Aspire/We/Our/Us**), company number 8405892, having its registered office address at the Management Centre, Bangor Business School, College Road, Bangor, LL57 2DG and the person or firm who is making the booking, travelling or intending to travel on a trip and partake in the adventure operated by Us including any person who is added or substituted after booking (**Customer/You/Your**) and will apply to any booking You make with Us.

We both agree that English law (and no other) will apply to Your Contract and to any dispute, claim or other matter of any description which arises between Us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between Us must be dealt with by the Courts of England, Wales, Scotland and Northern Ireland only.

Please read these Booking Conditions carefully as they set out our respective rights and obligations.

By making a Booking with Us, You agree that:

- A. You have read these Booking Conditions and You agree to make sure that all persons on the Booking are aware of and have accepted these Booking Conditions;
- B. By booking or participating in any of Our Adventures You accept and agree to be bound by these Booking Conditions;
- C. You consent to Our use of Your information in accordance with Our privacy policy and all persons on the Booking consent to Our use of personal data in accordance with Our privacy policy and You are authorised by all persons on the Booking to disclose their personal details to Us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements); and
- D. You are over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions You declare that You and all persons on the Booking are of the appropriate age to purchase those services.

Regulation 5(22)(b): information to be provided to the traveller before the package travel contract is concluded, where the use of hyperlinks is not possible.

PART 1: General

The combination of travel services offered to You is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, You will benefit from all EU rights applying to packages. We will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, We have protection in place to refund Your payments and, where transport is included in the package, to ensure Your repatriation in the event that it becomes/they become insolvent.

PART 2: Key rights under the Package Travel and Linked Travel Arrangements Regulations 2018:

- Travellers will receive all essential information about the package before concluding the package travel contract.

- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number of details of a contact point where they can get in touch with the organiser.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise, and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, has changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damage or both where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. We have taken out insolvency protection for non-flight packages via Towergate Insurance. Please see clause 16 of Our Booking Conditions for further information.

PART 3: The Package Travel and Linked Travel Arrangements Regulations 2018 can be found here:

<https://www.legislation.gov.uk/ukxi/2018/634/contents/made>

1. THE MEANING OF THE WORDS USED IN THESE BOOKING CONDITIONS

In these Booking Conditions, the following words have the following meaning (except where the context otherwise requires):

Adventure: means any of Our adventures which We offer on Our Website from time to time;

Arrangements: means any of Our trip arrangements which includes an Adventure which We offer on Our Website from time to time;

Booking: means a booking made by You for Arrangements;

Booking Conditions: means these terms and conditions as amended by Us from time to time;

Designated Meet Point: means the location at the start of the Adventure;

Kit List: means the list of items needed and recommended for the participation in the Adventure;

Participant: means a person who is booked to participate in any of Our Adventures by virtue of a Booking;

Participating Adult: means an adult who accompanies any child or children and actively participates in an Adventure. For the avoidance of doubt, a Supervising Adult can also be a Participating Adult;

Participation Form: means the acknowledgement of risk and conditions of participation which must be signed by all Participants before taking part in an Adventure;

'Site', 'Location', 'Facility' or 'Facilities' refers to the place where the Adventure takes place;

Supervising Adult: means an adult or adults who accompany any child or children on the Adventure.

Website: means www.aspire-adventures.com.

2. MAKING YOUR BOOKING

When You make a Booking with Us You guarantee that You have the authority to accept and do accept on behalf of all persons on the Booking the terms of these Booking Conditions. The first named person on the Booking will be the party leader (**Lead Participant**) and will be responsible for giving Us accurate information about all Participants and making all payments due to Us.

You are responsible for ensuring the accuracy of the personal details or other information supplied in respect of yourself and all persons on the Booking and for passing on any information regarding the Booking or any changes made in relation thereto, to any persons travelling on such Booking, including but not limited to information on schedule changes or copies of booking confirmations.

Please note that telephone calls may be recorded for training and monitoring purposes.

For all online and non-online Bookings these Booking Conditions will apply.

3. BOOKING AND PAYMENT

Bookings are subject to availability. We cannot hold provisional bookings.

We reserve the right to refuse any booking without giving a reason.

When you make a Booking and pay Your deposit or full payment (as applicable), We will reserve your Arrangements on the basis of these Booking Conditions. Your Booking will be

taken as confirmed in respect of the persons named on the Booking and a binding Contract between You and Us will come into existence when You have paid Your deposit and We have sent to You the booking confirmation. Our booking confirmation may be sent by email or post.

Bookings must be paid in full at the time of booking (unless otherwise stated).

From time to time We may offer special offers or temporary promotions for the Arrangements. These may be subject to additional terms and conditions which We will let You know about in those offers.

You may pay monies due to Us using any of the following methods:

- by bank transfer (details available on request);
- by cheque made payable to The Rawles Group Limited; or
- by debit or credit card.

In the event You fail to pay any monies due on the due date We shall be entitled to apply a £30 administration surcharge to the amount due and, in the event You fail to remit payment within 7 days of a further written request We shall be entitled to treat Your non-payment as notice of cancellation and section 12 shall apply.

Full debit card and credit card information is not processed by Us as it is passed through to a PCI-DSS compliant third party payment provider in accordance with good industry standard.

It is important to check your booking confirmation together with all other documents We send You as soon as You receive them. You must contact Us immediately if any information which appears on the booking confirmation or elsewhere appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret We cannot accept any responsibility if We are not notified of any inaccuracies in any document within 5 days of Our sending it out.

Whilst We will do Our best to rectify any inaccuracies notified outside these time limits, You will be responsible for any costs and expenses involved in doing so except where We made the mistake and there is good reason why You did not contact Us within the above time limits.

4. ACCURACY

We endeavour to ensure that all the information and prices on Our Website are accurate, however occasionally changes and errors occur and We reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the Arrangements that You wish to book before Your Booking is confirmed.

5. PRICING

All prices We advertise are accurate at the date published. But please note that advertised prices may have changed by the time You could come to book. Whilst every effort is made to ensure the accuracy of information and prices when published, regrettably errors do

occasionally occur as We are reliant upon the supplier(s) to provide Us with the most up-to-date prices.

We reserve the right to make changes to and correct errors in both advertised and confirmed prices and/or cancel the Contract. In the event We are required to cancel the Contract due to an error in price or some other detail displayed being incorrect any payments made in respect of the Booking will be refunded to the same credit/debit card used to pay for the Booking.

Once the price of your chosen Arrangements has been confirmed at the time of booking, then subject to the correction of errors, We will only increase or decrease the price of the Contract if there are changes in the price of the carriage of passengers resulting from the cost of fuel or other power sources, the level of taxes or fees chargeable for services applicable to the Booking imposed by third parties not directly involved in the performance of the Contract, and the exchange rate relevant to the Arrangements which mean the price of your Booking may change after You have booked. We will notify you about any variation by sending You a calculation explaining the variation. However, We will not change the price of Your Booking within 20 days of Your departure date.

If the increase is payable, there will in addition be an administration fee of £30 per person. Should the price of your Booking go down then any refund due will be paid to You. Please note We may deduct administrative expenses from any refund owed as a result of the reduction in price.

Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of Your travel due to contractual and other protection in place.

If the increase is more than 8% of the price shown on Your booking confirmation (excluding insurance premiums, amendment charges and/or additional services) then:-

1. You may cancel Your Booking within 14 days from the date when We notified You about any variation and receive a full refund of all monies paid to Us except any amendment charges. We will consider an appropriate refund of any insurance premium paid to Us if You can show Us that You are unable to transfer or reuse Your policy; and
2. The increase will be considered a "Significant Change" as described in section 13 below and unless You choose to cancel, You will be entitled to the alternatives set out in section 13, but in either case You will receive compensation in accordance with section 13.

We will absorb and not charge You increased costs of up to 2% of your Booking (which excludes insurance premiums and any amendment charges).

6. THE PARTICIPATION FORM

Every Participant is required to sign a Participation Form or, if under the age of 18, a Parental Consent Form which must have been fully completed, signed and dated by the parent or guardian of the young person(s) concerned prior to the group arriving taking part in the Adventure. If a Participant does not sign a Participation Form, or does not comply with any of the terms set out in the Participation Form, it may result in that Participant being prohibited from taking part in the Adventure. We also reserve the right to refuse a

Participant taking part in the Adventure if any of the information contained in the Participation Form is not true or We, acting in Our discretion have reason to believe that the information contained in the Participation Form is not true. If this happens, no refund will be paid and We will not be liable for any compensation, consequential losses or any other losses arising. A copy of the Participation Form will be sent out with the welcome email. These forms are mandatory as a condition set down by Our insurers.

Organisations (eg businesses, local authorities, charities and other types of organisation) who have booked an Adventure are responsible for sending out the Participation Form and/or Parental Consent Form to their group and ensuring that they are completed.

A hard copy consent form is available on request, which can be returned on the day of the Adventure (instead of in advance).

We are unable to meet any additional requirements (eg dietary requirements) if the forms are not returned at least 7 days before the Adventure.

You have a responsibility to inform Us, Our mountain leaders, guides or freelance staff if any of the Participant's medical health changes after completing the forms or whilst taking part in the Adventure.

Medical conditions and/or a disability do not necessarily prevent participation. It is the responsibility of the individual Participant or the Participating Adult to know their / their child's abilities, limitations and boundaries and to communicate with Our mountain leaders, guides or freelance staff about their needs or any adaptations they may require in advance and on the day of the Adventure. We advise getting in touch with Us in advance so that we can provide you with information about the Adventure and location so that You can make an informed decision and/or so that You can seek medical advice from your GP if needed before attending and/or participating in any of Our Adventures.

7. YOUR CONDUCT

You agree to accept the authority and decisions of Our employees, Aspire Adventure mountain leaders and agents whilst on the trip with Us. If in the opinion of any such person(s) or any other person in a position of authority (such as, for example, a hotel manager or a Aspire Adventure mountain leader), Your health, level of fitness or conduct at any time before or during a trip is endangering or appears likely to endanger Your health or wellbeing or any third party (including any other clients of Aspire Adventures) or the safe, comfortable or happy progress of the trip, You may be excluded from all or part of the trip without refund or recompense.

We reserve the right to cancel Bookings and/or terminate the Contract if You and any Participants on the Booking:

- act in a violent, racist or verbally abusive way towards Us, others in the group or people in the local environment or one of Our mountain leaders, guides or freelance staff;
- refuse or fail to complete the Participation Form and/or Parental Consent Form;

- fail to follow all instructions and warnings communicated to You by Us, one of Our mountain leaders, guides or freelance staff;
- refuse or fail to provide suitable evidence of ability to partake in the Adventure;
- refuse to supply medical evidence or suitability to partake in an Adventure;
- consume alcohol or have in Your possession non prescribed drugs whilst participating in the Adventure.

We reserve the right to remove any Participant from the Adventure, either during or before it, due to ill health, or any other reason that may render the Participant unfit to safely complete the Adventure. The Participant confirms that they will not take part in the Adventure if they are suffering from any contagious illness and confirms that they will report any illness during the Adventure immediately.

In the interests of safety all Participants must, at all times during the Adventure, promptly comply with all reasonable instructions or advice given by Us or the personnel running the Adventure. In the event of a Participant failing to comply with such instructions or advice We reserve the right to exclude the Participant or, if appropriate, to suspend or terminate the provision of the Adventure.

Should it become necessary for Us to cancel Bookings and/or terminate the Contract in these circumstances no refund shall be payable.

Where You are excluded, We will have no further responsibility towards You (including any return travel arrangements) and We will not meet any expenses or costs incurred as a result of the exclusion. In the case of ill health, We may make such arrangements We see fit and recover the costs thereof from You. If You commit an illegal act (including, for example, causing any damage) You may be excluded from the trip and We shall cease to have responsibility to/for You as above. No refund will be given for any unused services. When You book with Us, You accept responsibility for any damage or loss caused by You or any member of Your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to Us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, You must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against Us and all costs incurred by Us (including Our own and the other party's full legal costs) as a result of Your actions. You should ensure You have appropriate travel insurance to protect You if this situation arises.

8. OPTIONAL EXCURSIONS AND ACTIVITIES

We and our mountain leaders may provide You with information about optional activities and excursions which do not form part of Your pre-booked Arrangements and which are available in the area You are visiting. We have no involvement in any such activities or excursions which are not run, supervised or controlled in any way by Us. They are provided by local operators or other providers who are entirely independent of Us and they may or may not have their own public liability insurance.

They may require a waiver form to be signed. Optional excursions and activities do not form

any part of Your Contract with Us even where We suggest particular operators / providers and / or assist You in booking such activities or excursions in any way.

9. CONDITIONS OF SUPPLIERS

Many of the services which make up Your Arrangements are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of Your Contract with Us. Some of these terms and conditions may limit or exclude the Supplier's liability to You, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from Us or the supplier concerned.

10. IF YOU CHANGE YOUR BOOKING

If You wish to change any part of Your Booking after Our booking confirmation has been issued, You must inform Us in writing as soon as possible. This should be done by the first named person on the Booking (**Lead Participant**). Whilst We will do Our best to assist, We cannot guarantee that We will be able to meet Your requested change. Where We can meet a request, all changes will be subject to a payment of an administration fee as well as any applicable rate changes or extra costs incurred as well as any costs We incur and any costs or charges incurred or imposed by any of Our suppliers. The supplier may charge the amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the Booking).

You should be aware that these costs could increase the closer to the departure date that changes are made.

Where We are unable to assist You and You do not wish to proceed with the original Booking We will treat this as a cancellation by You. A cancellation fee may be payable.

You may be able to transfer your Booking to another person provided the following conditions are met:

- You authorise the change in writing
- the new Lead Participant accepts the transfer and the terms of Our Contract
- that person complies with the terms of the existing Booking
- that person has valid insurance.

Please note that We will charge amendment fees to change a name of a booking. These will be added to the new invoice. The new Lead Participant, and You should they fail to pay, will be responsible for the payment of any balance due on that new invoice.

We charge an amendment fee per person for each detail of Your Booking We allow You to change. This is in addition to any charges from the supplier(s). Please refer to our amendment fees table below.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the Arrangements.

Transfer of booking to another person	£50
Increase in Booking cost (section 5)	£30

Amendments fees are subject to change at any time. Please note that amendment fees are non-refundable.

11. CANCELLATIONS WE MAKE TO YOUR BOOKING

We aim to provide your Arrangements as booked, but there may be circumstances where We have to cancel Your confirmed Booking. For example, there has been an error in price or some other detail displayed being incorrect or You do not pay the price on time. However We will not cancel Your confirmed Booking less than 2 weeks before Your departure date, except for unavoidable and extraordinary circumstances or in the event that We reasonably believe that there has been a fraudulent payment or a Booking has been made for fraudulent purposes. If We cancel Your confirmed Booking, except where this is because You have not paid, you have the following options:-

1. receive a full refund; or
2. accept replacement Arrangements from us of equivalent or similar standard and price, if We are able to offer you one.

In either case, We will pay You compensation using the scale shown below in section 13 (unless We cancel Your confirmed Booking because You do not pay Us the balance of the confirmed Booking or because of unavoidable and extraordinary circumstances (please see section 14 below)) and We will refund the difference in price if the replacement Arrangements are of a lower standard and price. We will not be liable for additional compensation.

12. IF YOU CANCEL YOUR BOOKING

If You want to cancel Your Booking, or part of it, You must contact Us in writing as soon as possible. Your notice of cancellation will take effect when it is received at Our offices. As We incur costs from the time We confirm Your Booking, We will levy the following cancellation charges.

These charges are based on how many days before Your booked departure We receive Your cancellation notice, and are a percentage of the total cost of Your Booking, not including Your insurance premium. If You want to cancel one or more persons on the Booking You will have to pay a proportion of the applicable cancellation charge for those passengers.

Period Before Departure when Notice of Cancellation is Received	Percentage Of Total Booking Price
At least nine months before	Nil but a £75 administration fee shall be applied
Between 4 months and 9 months before departure	30% and a £75 administration fee shall be applied

Less than 4 months before departure	50% and a £75 administration fee shall be applied
Less than 6 weeks before departure	100% and a £75 administration fee shall be applied

Note: Certain Arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the Arrangements in addition to the charge above. If the reason for Your cancellation is covered under the terms of Your insurance policy, You may be able to claim these charges. We will deduct the cancellation charge(s) from any monies that You have already paid to Us. Please enquire at the time of booking as up to 100% cancellation charges may apply from the time of booking and check Your insurance policy to see if You will be covered for the cost of any cancellation charges.

Your deposit is non-refundable, even if the cancellation charge is lower than the deposit amount paid.

Cancellation by You due to Unavoidable and Extraordinary Circumstances:

You have the right to cancel Your confirmed Booking before departure without paying a cancellation charge in the event of ‘unavoidable and extraordinary circumstances’ occurring at Your travel destination or its immediate vicinity and significantly affecting the performance of the Arrangements or significantly affecting the transport arrangements to the destination. In these circumstances, We shall provide You with a full refund of the monies You have paid but We will not be liable to pay You any additional compensation. Please note that Your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to Your destination or its immediately vicinity. For the purposes of this clause, ‘unavoidable and extraordinary circumstances’ means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

This clause outlines the rights You have if You wish to cancel Your Booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).

13. CHANGES WE MAKE TO YOUR BOOKING

We hope that We will not have to make any change to Your Booking but, because we start planning the Arrangements We offer many months in advance, We sometimes do need to make changes and correct errors in any marketing materials and other details both before and after Your Booking has been confirmed.

Whilst We always endeavour to avoid making changes, We must reserve the right to do so. If You have already booked, We will let you know as soon as we can.

Where we refer to a 'price reduction' in this section We mean that We will give You an appropriate reduction in the price You paid for the Arrangements affected for any period during which there was lack of conformity, (unless that lack of conformity is attributable to You). Where We refer to 'compensation', We will pay you appropriate compensation without undue delay for any damage which You sustain as a result of any lack of conformity.

Most changes will be insignificant and We reserve the right to make them. Examples of "insignificant changes" made before departure include facilities described in Our brochure/Website being withdrawn for reasons beyond Our control and change of accommodation to another of the same standard. No compensation is payable for insignificant changes to Your Booking.

Significant changes to your Booking

Occasionally, We have to make a "significant change" to your Booking. A significant change is a change made before departure which, taking account of the information You give us at the time of booking and which We can reasonably be expected to know as an Organiser, We can reasonably expect to have a major affect on Your Booking.

Significant changes to Your Booking for which We will pay compensation (unless the change is for unavoidable and extraordinary circumstances), using the scale shown below, may include the following changes: a change of accommodation to that of a lower classification or standard for the whole or a major part of the time You are away; a change of accommodation area for the whole or a major part of the time You are away, or; alteration of your transfer arrangements by more than 12 hours.

These changes are only examples and there may be other significant changes which constitute a significant change.

If We have to make a significant change, We will tell You as soon as possible. If there is time to do so before departure, We will offer you the choice of the following options:-

- accept the new Arrangements offered by Us; or
- accept replacement Arrangements from Us of equivalent or similar standard and price. Where possible, We will offer You at least one alternative Arrangement of equivalent or higher standard for which You will not be asked to pay any more than the price of the original Booking. If these Arrangements are in fact cheaper than the original one, We will refund the price difference. If You do not wish to accept the Arrangements We specifically offer You, You may choose any of Our other then available Arrangements. You must pay the applicable price of any such Arrangements; or
- cancel Your Booking with Us and receive a full refund of all monies paid.

We will pay You compensation using the compensation table shown below, unless the change is due to unavoidable and extraordinary circumstances (see section 14) or We cancel your Booking no later than 20 days before if it due to start because the minimum number of participants to run them has not been reached and We will always refund the difference in price if the replacement Arrangements are of a lower standard, at the date of the change.

In the event that We notify You of a significant change to your Arrangements and You do not respond We will send a further reminder with a further request to confirm Your final

decision. If We fail to hear from you within 5 days We reserve the right to cancel the Booking and You will receive a full refund.

If after Your departure, a significant part of Your pre-booked Arrangements cannot be provided, You will be offered a suitable alternative if possible. Where We are unable to make suitable alternative Arrangements or You reject the proposed alternative Arrangements, where appropriate, We will also pay You compensation in accordance with the table below, unless the reason for the change is due to (i) You, (ii) a third party unconnected with the travel services included in your Booking which is unforeseeable or unavoidable or (iii) an unavoidable and extraordinary circumstance. If it is not possible to offer You a suitable alternative or, for good reasons, You do not accept the alternative Arrangements, You will have the right to cancel Your Booking. In this event, You will have the right to be returned by the same means of transport to Your original departure point at no extra cost provided that transport is available. This does not impose an obligation on Us to make specific transport arrangements for You if none are available.

Compensation

Any compensation payable will be on these scales, based on how many days before Your booked Arrangements departure We tell you of a significant change.

Period before departure when a significant change is notified to you	Compensation payable per person
More than 56 days	nil
52-29 days	£10
28-12	£15
Less than 14 days	£20

If the change is not acceptable to You

If any significant change indicated above is not acceptable to You, You can cancel Your Booking. In this case we will refund all the money You have paid Us and will pay You compensation, as shown above, depending on how many days before Your holiday We tell you about this change, unless the change is unavoidable and extraordinary circumstances (see section 14) or We cancel your Booking no later than 20 days before it is due to start.

14. UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

In these Booking Conditions “unavoidable and extraordinary circumstances” means any event which We or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events include but are not limited to: warfare and acts of terrorism (and threat thereof); civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, exceptionally high or low water levels, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside Our or the supplier(s) concerned control. Except where otherwise expressly stated in these Booking Conditions, we regret We or the supplier(s) concerned will not be liable or

pay You a price reduction or compensation where the performance of Our obligations under Our Contract with You is prevented or affected by, or You otherwise suffer any damage or loss as a result of unavoidable and extraordinary circumstances.

Brexit implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. Since, this is something which is completely unprecedented and outside Our control, We would treat any such changes as unavoidable and extraordinary circumstances, and whilst We will endeavour to provide suitable alternative arrangements or refunds where possible, We will not be liable to pay You any compensation.

We will also refer to and take into consideration Foreign and Commonwealth Office guidance when determining whether advice to avoid or leave a particular country constitutes unavoidable and extraordinary circumstances.

15. ASSISTANCE TO THOSE TRAVELLING ON THE ARRANGEMENTS IN THE EVENT OF DIFFICULTY OR UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

We will provide appropriate assistance without undue delay in the event that You experience difficulty including where You are unable to return to Your agreed point of departure because of unavoidable and extraordinary circumstances as set out in clause 16. Such assistance will extend to providing appropriate information on health services, local authorities and consular assistance; and helping You to make distance communications and to find alternative travel arrangements. We will charge a reasonable fee for such assistance if the difficulty is caused by You intentionally or as a result of Your act or omission. In the event such assistance is needed please contact 07414 673822.

16. FINANCIAL PROTECTION FOR BOOKING

This arrangement means that Your money will be refunded in the unlikely event of Our being unable to provide Your Arrangements due to Our Insolvency.

17. INSURANCE

We hold employer's liability, public and products liability and professional indemnity insurance.

Adequate travel insurance is a condition of Your Contract with Us and You must make sure that the Adventure You will be carrying out is covered by such insurance. This insurance must include adequate cancellation insurance to the value of the Contract and repatriation costs in respect of all Your activities. There are some restrictions on insurance, for example pre-existing medical conditions and You should advise the insurance provider of these at the time the policy is taken out.

Please note that the travel insurance provided by some credit card providers often only offers the minimum coverage.

It is Your responsibility to ensure that the insurance cover You purchase is suitable and adequate for Your particular needs. If You choose to travel without adequate insurance

cover, We will not be liable for losses howsoever arising, in respect of which insurance cover would otherwise have been available.

18. LATE ARRIVAL

All Participants in Your party must arrive at the Designated Meet Point at least 15 minutes prior to the Adventure commencement time. Failure to arrive at or before the scheduled time will not entitle You to a refund. There will be no compensation paid for consequential losses, lost or additional travelling expenses or other expenses of a similar nature. The Participant(s) will be responsible for his/her repatriation.

19. CHILDREN

Full legal responsibility for any child or children in Your group lies with the Supervising Adult. The Supervising Adult must sign the Participation Form on behalf of the child/children.

Children under the age of 18 years will not be permitted to use any Adventure unless accompanied by a Participating or Supervising Adult at all times.

20. MEDICAL PROBLEMS AND SPECIAL REQUESTS

We do not specialise in activities for people with disabilities, but We will do Our utmost to cater for any special requirements You may have. If You or any persons on the Booking has any medical problem or disability which may affect participation in the Adventure You must advise Us prior to making the Booking.

You have a duty to notify Us of any circumstances (including illness and injury) which may affect You or any persons on the Booking ability to participate in the Adventure. We reserve the right to decline participation in any Adventure on the basis of a pre-existing medical condition which must be disclosed to Us in the Participation Form or (if earlier) at the time of Booking and We shall have no liability to You or the persons on the Booking in respect of such decision.

We may require You to produce a doctor's certificate certifying that You and/or the Participant(s) are fit to participate in the Adventure. Acting reasonably, if We are unable to properly accommodate the needs of the person(s) concerned, We will not confirm Your Booking.

If You or any persons on the Booking has any medical problem or disability which may affect your Arrangements, You must provide Us with full details at the time of Booking by sending an email to info@aspire-adventures.com or by calling Us on 01248 388556. If full details are not given at the time of Booking, the applicable supplier(s) of the Arrangements reserve the right to cancel the applicable component(s) of the Arrangements when they become aware of these details. In these cases, cancellation charges will apply together with an administration fee.

If You wish to make a special request, You must do so at the time of booking by sending Us an email to info@aspire-adventures.com or by calling 01248 388556. We will pass any reasonable requests on to the application supplier(s) of the Booking however, cannot guarantee that requests will be met. The fact that a special request has been noted on Your booking confirmation or any other documentation or that is has been passed on to the supplier(s) of the Booking is not confirmation that the request will be met. Failure to meet any special request will not be a breach of Contract on Our part.

21. UK NATIONAL RESIDENCY

It should be noted that any Booking made or prices offered by Us are offered to You on the basis and belief that You are a UK National resident. We cannot be held responsible for increased rates imposed on You by the supplier(s) if You are not a UK National resident or UK passport holder. You may be liable upon check in/check-out for additional charges imposed by the supplier directly.

22. PETS

No dogs (except for, at the sole discretion of Aspire Adventures, guide dogs) or other animals or pets are permitted on the Adventure or at any Facility.

23. ALCOHOL AND NON-PRESCRIBED DRUGS

The consumption and use of alcohol and non-prescribed drugs is strictly prohibited whilst participating in an Adventure. We reserve the right to refuse You and any Participant who is considered to be under the influence of alcohol or non-prescribed drugs.

24. EQUIPMENT, INSTRUCTION AND SUPERVISION

Save for Equipment, which We provide, Participants are expected to provide their own suitable clothing, equipment and footwear and We cannot accept any liability for any losses, claims, injuries or liabilities suffered, incurred or arising as a result of any defect in or the unsuitability of any clothing, equipment or footwear provided by Participants. In addition We shall not bear any liability for damage to or loss of clothing, equipment or footwear belonging to Participants which shall remain the sole responsibility of the Participants. Equally You may experience minor injury (scratches, grazes, twisted ankles, etc) and these minor injuries and property damage are sometimes an unavoidable outcome of the type of Adventure that We operate.

You will be responsible for any loss or damage caused by You or a Participant to Our property including to any equipment provided to You and/or Participants by Us as part of the Adventure.

You and all Participants must meet Our Kit List requirements. We shall not be liable to You for any damage, injury or other losses incurred should you fail to adhere to Our Kit List requirements.

The instruction You will receive is specific to the Adventures environment and under the supervision of trained personnel.

In booking and/or participating in an Adventure You agree to follow the directions and instructions of any of Our mountain leaders, guides or freelance staff.

For Adventures involving children We will require a Supervising Adult and will advise You on how many Supervising Adults are expected to support Our mountain leaders, guides, and freelance staff, before making Your Booking. Supervising Adults are expected to follow Our mountain leaders, guides and freelance staff directions and help supervise children.

25. ADHERENCE TO RULES AND HEALTH AND SAFETY

Adventurous activities carry inherent risks for the people taking part. Our mountain leaders, guides and freelance staff aim to keep these risks as low as possible. Participants are

expected to cooperate fully with Our mountain leaders, guides or freelance staff to ensure the safety of all Participants and others.

You must not do anything (or omit to do anything) which may cause damage or loss to Our property or Facilities to Yourself or other Participants or cause nuisance, annoyance disturbance, inconvenience or injury to any other persons on the premises.

You must ensure that all parts of the Facility used by Participants are left in a clean and orderly manner and that all defects are reported to Us, Our mountain leaders, guides or freelance staff.

We reserve the right to terminate the stay/use of the Facilities by any Participant(s) whom we reasonably consider to be in breach of these terms and conditions, and such Participant(s) may be required to leave immediately. No refunds will be made in this event, and We will not accept liability for any expenses, claims, losses or costs incurred as a result of such termination.

26. PERSONAL PROPERTY/BELONGINGS

Please note that Your belongings are taken on the trip at Your own risk and We are not responsible for any loss, theft or damage that occurs to Your money, valuables or other personal effects during participation in the Adventure or on the trip.

27. CHANGES TO THE ITINERARY

Any Adventure programme or itinerary provided by Us is provided by way of example only and may be changed at Our sole discretion dependent on the circumstances.

Alterations in the itinerary may be caused by rapidly changing weather patterns and environmental conditions or a Participant's fitness. Hence minor alterations to the itinerary are common. At all times, We will attempt to perform the Adventure as faithfully as is reasonably possible. At all times, safe performance of the Adventure is considered before completing the full itinerary at any cost. Our/Our mountain leader's decision is always final in this regard.

28. PHOTOGRAPHY/VIDEO FOOTAGE

Any images and video footage of You shall be used in accordance with Your wishes set out in the participation form.

Many of Our visitors/other customers will be capturing video and photographs by the use of personal devices. By participating in the Adventure, You understand and accept that We are not responsible for the use of any images of You that may be captured in this way.

29. OUR RESPONSIBILITY FOR YOUR BOOKING

The services that make up your Booking will be provided either directly by Us or through independent suppliers contracted by Us. Except where We act as a booking agent We are responsible for making sure that each part of the Arrangements that you Book with Us is provided to a reasonable standard and as was advertised (or as changed and accepted by You).

We will accept responsibility for Your Booking as an "Organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018 as set out below. If, after departure, any

part of your Arrangements (as set out on your booking confirmation) is not provided as promised due to the fault of Our employees, agents or suppliers We will remedy any resulting lack of conformity. If that is impossible or entails disproportionate costs (taking into account the extent of the lack of conformity and the value of the Arrangements affected), We will pay You reasonable compensation, if this has affected the enjoyment of your Arrangements. The level of such compensation will take into account all relevant factors including the price of the Arrangements, any steps it was reasonable for You to take to minimise the inconvenience/damage suffered and the extent to which the lack of conformity has affected Your enjoyment of the Arrangements.

It is condition of the payment of compensation that You notify Us of any complaint or claim in accordance with section 30 and, further, assign to Us any rights that You may have against any third party in connection with Your claim. It is Your responsibility to show that We or Our supplier(s) have been negligent if You wish to make a claim against us.

We will not be responsible for any lack of conformity, injury, illness, death, loss, damage, expenses, cost or other claim of any description whatsoever which results from:

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party; or
- the act(s) and/or omission(s) of a third party not connected with the provision of your Arrangements and which were unforeseeable or unavoidable; or
- unavoidable and extraordinary circumstances as set out at section 16.

For all other claims which do not involve death or personal injury, Our liability shall be limited to three times the price of Your Booking (excluding insurance premiums and amendment charges). This maximum amount will only be payable where everything has gone wrong and You or Your party has not received any benefit from Your Arrangements.

The promises We give you regarding the services We have agreed to provide as part of the Contract, together with the laws and regulations of the country in which your claim or complaint occurred, shall be used as the basis for ascertaining whether or not the services in question have been properly provided. If the services in question which caused the claim or complaint complied with the local laws and regulations applicable to those services at that time, the services shall be treated as having been properly provided. This will also be the case even if the services did not comply with the laws and regulations of the UK which would have applied if those services had been provided in the UK.

We will not be responsible, make a price reduction or pay compensation for services or facilities which do not form part of Our Contract or where they are not advertised on Our Website or in Our brochure. For example any excursion or other leisure services You book whilst away, or any service or facility which Your hotel or any other supplier agrees to provide for You. Excursions, tours, activities or other events that You may choose to book or pay whilst Your away are not part of the Arrangements provided by Us and these Booking Conditions do not apply.

From time to time We may introduce You to third party suppliers of excursions or other leisure activities. Please note that should You choose to enter into a contract or excursions or other leisure services, Your contract will be with that supplier directly and We act only in

the capacity as an agent, and therefore will have no liability for the proper performance of the contract.

Please note that your belongings are taken on the trip at Your own risk and neither We or the accommodation supplier, and any other supplier of the Arrangements, are responsible for any loss, theft or damage that occurs to Your money, valuables or other personal effects during your Booking.

We do not accept any liability for any damage, loss, expense or other sum(s) of any description which, based on the information You have given Us at the time of booking, We could not have foreseen You would suffer or incur if We breached Our Contract with you. We also do not accept any liability for business losses.

Our liability will also be limited in accordance with and/or in an identical manner to:

- a) the contractual terms of the companies that provide the transportation for your Arrangements. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of Your Contract with Us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this Contract; and
- b) any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to baggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. Any liability We may have arising out of carriage by sea will be determined by the Athens Convention 1974 as if We were the actual or contracting sea carrier. In most cases the Athens Convention limits liability for death and personal injury and for loss of and damage to luggage, and makes special provision for valuables. It presumes that luggage has been delivered to you undamaged unless you inform us in writing: i) in the case of apparent damage, before or at the time of disembarkation from the ship or the time when the luggage is redelivered to you; ii) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation from the ship or of redelivery or from the time when the luggage should have been redelivered to you. Copies of the applicable international conventions and regulations are available from Us on request.

30. IF YOU HAVE A COMPLAINT

If You have cause to complain prior to your departure "pre-departure grievance", You should call or email Us in the first instance and We will do Our utmost to deal with and resolve Your grievance.

If You have cause for complaint post departure, You must bring this to Our attention and/or the establishment of where You are staying who will endeavour to put things right. You must also complete a customer report form (if there is one) whilst in resort.

You can also contact Us direct on Our emergency number 07414 673822. If You fail to follow this procedure there will be less opportunity for the supplier(s) to investigate and rectify Your complaint. You should note that it is unreasonable to take no action whilst on Your trip, but to then write a letter of complaint upon return.

If you remain dissatisfied or Your complaint is not resolved locally, You must write to Us within 28 days of Your return giving Your booking reference and full details of Your complaint including any additional information supporting Your complaint to The Rawles Group Limited, Bangor Business School, College Road, Bangor, LL57 2DG. Complaints must only be addressed from the Lead Passenger. If You fail to follow this simple complaints procedure (whilst on the trip and on Your return home), We will have been deprived of the opportunity to investigate and rectify Your complaint and this will affect Your rights under your Contract and Your right to any compensation You may have been entitled to will be lost as a result.

You, any persons on the Booking, or any person acting for You must not make false or exaggerated claims. If You, any persons on the Booking, or anyone acting for You makes a claim knowing any part of it to be false or exaggerated, details will be passed to the relevant authorities and We shall seek to recover any payment made to You in connection with the associated claim (together with costs incurred by Us).

We will manage the complaint on Your behalf and a letter of acknowledgment will be sent to You within 21 days of receiving Your grievance following which You should allow a period of a further 21 days in order that We can make necessary investigations into the same. Should responses not be forthcoming from the supplier(s) or We remain dissatisfied with the response(s) We have received, We will inform You accordingly of any extra time that may be required in order to fully respond to You. Please note that this clause is only intended to benefit You as We require full and detailed responses to any issues raised which, in peak occupancy season becomes problematic for supplier(s) to respond within Our normal and required timeframe.

31. HOW WE USE YOUR PERSONAL INFORMATION (DATA PROTECTION)

For the purposes of the General Data Protection Regulation we are a data controller. In order to process Your Booking and to ensure that your Adventure can be properly performed We need to collect certain personal details from You. These will include, where applicable, the names and address of all persons on the Booking, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen Adventure and any dietary restrictions which may disclose Your religious beliefs. We must pass on Your personal details to the companies who need to know them so that your Adventure can be provided (for example hotel, restaurant, transport provider, credit/debit company or bank).

Your privacy and personal information are important to Us. Any personal information that You provide to Us will be dealt with in line with our Privacy Policy, which explains what personal information We collect from You, how and why We collect, store, use and share such information, Your rights in relation to Your personal information and how to contact Us and supervisory authorities in the event You have a query or complaint about the use of your personal information.

Our privacy policy is available at www.therawlesgroup.com/pdf/privacy-policy.pdf

32 PASSPORTS, VISA AND IMMIGRATION REQUIREMENTS AND HEALTH FORMALITIES

It is Your responsibility to check and fulfil the passport, visa health and immigration requirements applicable to Your itinerary. We can only provide general information about this. You must check requirements for Your own specific circumstances with the relevant Embassies and/or Consulates and Your own doctor as applicable. Requirements do change and You must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after Your return date. If Your passport is in its final year, You should check with the Embassy of the country you are visiting. For further information, please contact the Passport Office on 08705210410 or visit www.passport.gov.uk.

Up to date travel advice can be obtained from the Foreign Commonwealth Office, visit www.fco.gov.uk.

We do not accept any responsibility if You cannot travel, or incur any other loss because You have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse Us in relation to any fines or other losses which We incur as a result of Your failure to comply with any passport, visa, immigration requirements or health formalities.

33. BOOKING CONDITION AMENDMENTS AND RIGHT TO REFUSE TRAVEL ARRANGEMENTS

We reserve the right to add, withdraw and/or amend any of our Booking Conditions at any time and without notice and furthermore reserve the right to refuse any booking.

