

# BOOKING TERMS & CONDITIONS

Our holidays are operated by Upland Escapes Ltd, of 1 Oxleaze Farm Workshops, Filkins, Lechlade, GL7 3RB, UK, Company Number 5539679, trading as Upland Escapes, and bookings are taken subject to acceptance of the following terms and conditions, published October 2009:

## 1. Booking and Payment

Once we have received your deposit and signed booking form, we will send a Confirmation Letter & Invoice to the lead name on your booking form. This Confirmation will form the contract of booking. Where a deposit is received by debit/credit card, the final balance, when due, will be charged to this card unless you request otherwise in writing. If payment for the balance is not received within 7 days of the due date despite a reminder, we reserve the right to treat your booking as cancelled by you and will apply cancellation conditions accordingly.

## 2. Financial Security

In accordance with "The Package Travel, Package Holidays and Package Tours Regulations 1992" all passengers booking with Upland Escapes Ltd are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of Upland Escapes Ltd. There is no requirement for Financial Protection of day trips (including Day Walks in England), and none is provided. A certificate detailing this cover will be given to each passenger as evidence of cover. Please ensure that you have been given the appropriate certificate(s) at the time of booking. This Insurance has been arranged by International Passenger Protection Limited and underwritten by Insurers who are members of the Association of British Insurers.

## 3. Your Health, Fitness and Safety

Bookings are accepted on the understanding that all persons travelling are normally in good health and able to fulfil the physical demands of their chosen holiday. If this is in doubt the Booking Form must be accompanied by a doctor's certificate stating that it is entirely safe for you to go on the particular holiday you have chosen. You must also inform us at time of booking of any allergies, dietary requirements and medical conditions that the accommodation provider and/or Upland Manager may need to know about in order to provide you with appropriate advice and meal arrangements. In the interests of safety, you must follow the guidance in our Handbook, as well as advice provided by us or anyone on our behalf, comply with local codes of conduct, follow the Country Code, and act sensibly and prudently at all times. The guidance in our Handbook is up-to-date at time of publication, and will be revised as required during the season. We cannot take responsibility for Handbooks which have been superseded by a later edition, and which are not supplemented by up-to-date advice from our Upland Manager. Full responsibility for the safety and welfare of all children must be taken by a responsible accompanying adult. We take your safety seriously and will take all steps reasonably to be expected of a holiday operator, including in relation to the training of our Upland Managers. However where you embark on any of our walks you do so at your own risk. The information that we provide in relation to particular walks, routes or ascents is based on certain assumptions, such as average fitness and ability. The information has not necessarily been catered specifically for your personal circumstances. It is therefore your responsibility to consider such factors as your physical fitness and any equipment that you might wish to carry, on a self-guided walk and on an organised walk. We cannot be responsible for loss, personal injury or death arising from any of the walks, except where death or personal injury arises from our negligence. By signing the booking form you are deemed to have accepted these terms and conditions. No responsibility can be taken for an individual failing to act upon advice given.

## 4. Pricing

We reserve the right to change any of the prices of any unsold holiday in this brochure. If this proves necessary, we will inform you of any changes at time of booking. Once your booking has been confirmed, we guarantee that the price will not be subject to surcharges less than 30 days before departure, except in respect of variations in transportation costs, including the cost of fuel, dues and taxes, and exchange rates applied to the particular package. If the increased costs result in a total amount of less than 2% of your holiday cost, we will absorb these increases. Only if the increased costs exceed 2% will we apply a surcharge to the cost of your holiday. If the increase is more than 10% of the holiday price, you will be entitled to cancel your holiday with a full refund of all monies paid to us except for any amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days of the date of the surcharge invoice. We reserve the right to correct errors in both advertised and confirmed prices, and will do so as soon as we become aware of the error, and will inform you immediately if your booking is affected.

## 5. Brochure Descriptions

This brochure is planned and produced many months in advance of its commencement of validity. Every effort is made to ensure that the details and descriptions contained in the brochure are correct, based on inspections and information passed to Upland Escapes by its suppliers. However changes do occur, sometimes at short notice and therefore Upland Escapes will advise you at time of booking, or if after booking as soon as possible of any such changes to our published information. It is not always possible for Upland Escapes to control the elements of the holiday where advertised facilities can sometimes become unavailable at short notice due to inclement weather conditions, lack of demand, emergency repair works, etc.

## 6. You may Change your Booking

Should you wish to make any changes to your confirmed booking, you must notify us in writing. We will do all we can to assist, but cannot guarantee to be able to meet your requests. If we are able to make the change, an administration fee of £40 per alteration per booking will be payable, and you will be liable to pay any additional costs incurred by us or imposed by any relevant supplier. We cannot accept liability for any additional expense or loss incurred by you as a result of choosing to make a change.

## 7. You may Transfer your Booking

You or another member of your party may transfer your booking to another person if you/they are unavoidably prevented from travelling. This must be done at least 30 days prior to departure in writing and signed by the transferee, and the transferee must meet and agree to be bound by all booking conditions, including holding adequate travel insurance. An administration fee of £40 per booking will be payable, in addition to any additional charges imposed upon us by our suppliers.

## 8. You may Cancel your Booking

You or a member of your party may cancel your booking after confirmation, by notifying us in writing. Cancellations are effective on the day they are received by Upland Escapes and must be signed by the signatory of the booking form. The following cancellation penalties will be charged, in addition to any amendment charges already paid, based on the number of days prior to departure date written advice of cancellation is received by Upland Escapes: over 30 days prior to departure = deposit retained, 30-15 days days prior to departure = 50% of invoice total, 14-8 days prior to departure = 75% of invoice total, less than 8 days prior to departure = 100% of invoice total.

## 9. If We Change or Cancel your Booking

Our holidays are planned months in advance, and it may occasionally be necessary to make changes or correct brochure errors, both before and after your booking has been confirmed. While we will endeavour to avoid making changes, we reserve the right to do so. In case of a minor change, we will, if possible, advise you, but are not obliged to do so or to pay any compensation. In the event of a "significant" change (such as a change of accommodation to a lower classification or a different area for the majority of your holiday, or a change of more than 12 hours to the duration of your holiday), we will advise you as soon as possible. If there is time to do so before departure, you may then choose from the following options:

- accepting the altered arrangements
  - booking an alternative holiday if we are able to offer one, (if less expensive than your original booking we will refund the difference, but if more expensive we will ask you to pay the difference)
  - or cancelling your holiday and accepting a full refund of all monies paid, excluding any amendment charges
- In addition, in appropriate cases, and where the change is not made as a result of force majeure as defined below, we will pay you compensation of an amount which is reasonable taking into account all the circumstances.

Where, after departure, a significant proportion of the services contracted for cannot be provided, you will have the choice of returning to your point of departure, or accepting alternative arrangements. In addition, if appropriate, we will pay you compensation of an amount which is reasonable taking into account all the circumstances. Compensation will not be payable due to changes occurring due to unusual and unforeseeable circumstances beyond our control, which we could not have avoided with all due care. We regret that we cannot pay any expenses, costs or losses incurred by you as a result of any change.

We reserve the right in any circumstances, such as force majeure (as defined below) to cancel your holiday. In

this case you will have the following options:

- booking an alternative holiday if we are able to offer one, (if less expensive than your original booking we will refund the difference, but if more expensive we will ask you to pay the difference)
- or accepting the cancellation of your holiday and receiving a full refund of all monies paid, excluding any amendment charges.

In addition, in appropriate cases, and where such cancellation is not due to force majeure, we will pay you compensation which is reasonable taking into account all the circumstances. No compensation will be payable if your actions bring the holiday to an end, or if we cancel a booking as a result of your failure to comply with the requirements of our booking conditions (such as timely payment), and we reserve the right to cancel a booking in these instances. We also reserve the right to decline to accept or to retain any person as a client particularly if their conduct is disruptive and affecting the enjoyment of others, and we shall be under no liability for any costs incurred by such a person as a result of our doing so.

## 10. Force Majeure

Force majeure means any unusual and unforeseeable circumstance beyond our control, the consequences of which neither we nor our suppliers could avoid. Such events may include war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, fire, adverse weather conditions, level of water in rivers, or other similar events beyond our control. We regret that we cannot accept liability or pay any compensation where our contractual obligations are prevented by, or you suffer any damage or loss as a result of "force majeure".

## 11. Conditions of Suppliers

Many of the services making up your holiday are provided by third party suppliers such as accommodation and transport providers. In such circumstances, the third party's own terms and conditions will apply, and you will be bound by these. Some of these conditions may limit or exclude liability on the part of the relevant supplier. We can provide you with details of where you can obtain copies of the third party's terms and conditions upon request.

## 12. Excursions & Activities

Please note that when you book an excursion locally you contract with the local company providing that excursion and not Upland Escapes. Upland Escapes has no legal liability for anything that goes wrong on such an excursion and any claim which you might have arising out of the excursion will be against the relevant local company and subject to the local company's terms and conditions.

## 13. Insurance

Travel Insurance is mandatory for all clients whilst travelling with Upland Escapes Ltd. Clients are wholly responsible for arranging their own insurance with adequate protection for the full duration of the holiday in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, baggage and money loss and liability cover. Clients should ensure that there are no exclusion clauses limiting protection for the type of activities included in their tour.

## 14. Your Responsibilities

(i) It is your responsibility to check all current document and health requirements and to obtain all documents required for your holiday, including passports, visas, driving licences and documents relating to health requirements, to ensure that these are in proper order and to take them with you. Upland Escapes will not be liable if you fail to do so and you will be responsible for meeting any additional costs incurred by reason of such failure.

(ii) You are responsible for checking-in for flights and trains at the correct time and for presenting yourself to take up all pre-booked components of your holiday. Upland Escapes can not accept responsibility and no credit or refunds will be given for any failure on your part to take up any component of your holiday. No credit refunds will be given for lost, mislaid or destroyed travel documents.

## 15. Liability

(i) Our obligations, and those of our suppliers providing any service involved in your holiday, are to perform or provide such services with reasonable skill and care. We can only take responsibility for the actions of our employees, agents and suppliers within the course of their employment, or while carrying out work that we have requested, as part of the holiday arrangements you booked with Upland Escapes before departure.

(ii) For claims which do not involve death or personal injury, we accept liability, subject to paragraphs (i) above and (iv) below, should any part of your trip not be as described in the brochure (subject to clauses 4 & 5 above). If we accept liability, we will, subject to paragraphs (v) and (vi) below, pay you compensation of an amount which could be reasonably and properly expected, taking into account all the relevant circumstances.

(iii) For claims which involve death or personal injury as a result of an activity forming part of your trip, subject to the booking conditions we accept liability subject to paragraphs (i) above and (iv) below. If we accept liability, we will, subject to paragraphs (v), (vi) and (vii) below, pay you reasonable compensation. Nothing in this Agreement shall be taken as restricting or excluding our liability for death or personal injury arising from or caused by our negligence.

(iv) We accept liability in accordance with paragraphs (i), (ii) and (iii) above and subject to paragraphs (v) and (vi) below except where the cause of the failure in your trip or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers, and is either attributable to you, or attributable to someone unconnected with the trip and is unforeseeable or unavoidable, or due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled, or in connection with any services that do not form a part of our contract. In these cases we will offer you all reasonable assistance.

(v) Where a claim (whether for personal injury or non personal injury) concerns or is based on any travel arrangements provided by any air, sea, rail or road carrier or any stay in a hotel, the amount of compensation you will receive will be limited in accordance with and/or in an identical manner to the provisions of any relevant International Conventions. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any international conventions applicable to your holiday.

(vi) It should be noted that our acceptance of liability in paragraphs (ii), (iii) and (iv) above is conditional upon you assigning any rights that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of your trip or any death or personal injury you may suffer. Finally, it is a condition precedent of such acceptance of liability that you follow the procedures for the notification of complaints set out in the clause below entitled "Complaints and Problems".

(vii) Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.

(viii) If a particular service which gives rise to a claim or complaint complies with local laws and regulations applicable to those services at that time, the services will be treated as having been properly provided. This will be the case even if the services do not comply with the equivalent laws and regulations of the UK.

## 16. Complaints and Problems

In the unlikely event that you experience a problem whilst on your holiday, you must immediately inform the company's local representative and/or the head office, and the hotelier or supplier involved. Verbal notification should be put in writing to them as soon as possible. If the problem is not resolved to your satisfaction straight away you must contact Upland Escapes within 48 hours, so that we can assist promptly. If you remain dissatisfied, you must write to us within 28 days of your return, giving full details of your complaint. Failure to notify us at the time, providing us with an opportunity to rectify the cause of the complaint may result in your loss of any legal rights in respect of the particular matter. This contract is governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales.

## 17. Train Tickets

When you book a train ticket with Upland Escapes, you enter into a contract with the carrier. Upland Escapes Ltd acts only as an agent for the carrier, and accepts no liability for any matters arising from or connected with your contract. Terms 1-16 inclusive of the Upland Escapes Booking Terms & Conditions do not apply to rail travel purchased via Upland Escapes Ltd and train tickets do not form part of the Upland Escapes package.