

NORTHERN ADVENTURES - TERMS & CONDITIONS

Please read these terms and conditions carefully. These conditions, along with any other information given to you at the time of booking, set out the terms and conditions of the contract between you and Northern Adventures, Unit 6, Coquet Enterprise Park, Amble, Northumberland, NE65 0PE

Once your holiday has been confirmed we will accept responsibility for it in accordance with these conditions as an "Organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992. Please note that for any bookings which fall outside of the scope of these regulations, we act as agent for the relevant service providers, and your contract for those services is with the directly with the supplier.

1. YOUR HOLIDAY CONTRACT: When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the exclusive jurisdiction of the English Courts.

2. YOUR FINANCIAL PROTECTION: The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked with us and for your repatriation in the event of our insolvency. We provide this security by way of an insurance policy with QBE Insurance. If you book arrangements other than a package holiday from us, this clause does not apply.

In accordance with "The Package Travel, Package Holidays and Package Tours Regulations 1992" all passengers booking with Northern Adventures are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required (this insurance will not cover repatriation to the country of origin for the passengers outside of the EU), arising from cancellation or curtailment of your travel arrangements due to the insolvency of Northern Adventures

There is no requirement for Financial Protection of day trips, and none is provided. This insurance is only valid for full holiday packages booked.

3. IF YOU CANCEL YOUR HOLIDAY: You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in clause 4. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

4. IF WE CHANGE OR CANCEL YOUR HOLIDAY: It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than six weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause.

If we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your

booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below:

Period before departure when notice of cancellation or major change is received by us or notified to you	If we make a major change to your holiday Amount you will receive from us	If we cancel your holiday Amount you will receive from us	If you cancel your holiday Amount of cancellation charge
More than 42 days	£0	All monies paid	Deposit only
More than 28 days	£0	All monies paid +£10	Deposit only
More than 14 days	£10	All monies paid +£20	50% of holiday cost
14 days or less	£20	All monies paid +£40	100% of holiday cost

Force Majeure: We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

5. IF YOU HAVE A COMPLAINT: If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier), our local representative or Northern Adventures NE Ltd immediately 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 Northern Adventures 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 recommended that you communicate any complaint to the supplier of the services in question as well as to our representative without delay. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in on your trip and this may affect your rights under this contract.

6. OUR LIABILITY TO YOU: Subject to the other provisions of this clause 6, we accept responsibility for ensuring that your travel arrangements, which you book with us, are supplied as described by us. If, after departure, any part of your travel arrangements are not provided as promised, due to the fault of us or our agents or suppliers, we will pay you appropriate compensation, if this has affected the enjoyment of your travel arrangements. The level of such compensation will take into account all relevant factors including the invoice price of the holiday, any steps it was reasonable for the client to take to minimise the inconvenience/damage suffered and the extent to which the deficiency or improper performance can have affected your enjoyment of the package.

Please note that we will not be liable for any injury, illness, or death or consequent losses suffered by you or any member of your party, unless you are able to prove that such injury or illness was caused by lack of reasonable care and skill on the part of ourselves or our suppliers in the performance of our obligations under our contract with you. It is a condition of the payment of compensation that you notify us of any complaint or claim strictly in accordance with clause 10 and, further, assign to us any rights that you may have against any third party in connection with your claim. You must co-operate with us and our insurers in this regard. If you suffer a personal injury, death or serious difficulties as the result of an activity which does not form part of the package you booked with us - including for example any additional services or facilities provided to you by a hotel or any other supplier which was not included as part of the original contract between us – we will not be liable to pay you any compensation but will offer you such advice and guidance as is reasonable in all the circumstances provided we are advised of the incident promptly. We will not be responsible where you do not enjoy the holiday or suffer any other problems because of a reason which you did not make us aware of when the holiday was booked. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of twice the cost of your travel arrangements.

In all claims of whatever nature we will not be liable where the alleged loss or damage results from any of the following:

- i. the fault of the person affected or any members of their party or
- ii. the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or
- iii. an event or circumstances which we or the supplier of the service in question could not have predicted or avoided even after taking all reasonable care

The promises we give to you regarding the services we have agreed to provide or arrange as part of the contract, and 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. Such shall 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.

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 travel arrangements. These terms are incorporated 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 luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

7. PROMPT ASSISTANCE DURING YOUR HOLIDAY: if the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and 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 we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

8. INSURANCE: It is advisable that you take out adequate travel insurance suitable before you travel to cover yourself for cancellation, curtailment, injury or illness during your holiday with Northern Adventures.

If you are hiring any equipment from Northern Adventures or other third party then you must have suitable insurance to cover for the replacement or repair of any hired equipment through loss or negligent damage.

We do not check insurance policies for suitability, but reserve the right to request a copy. You are responsible for indemnifying us in full in the event that we incur any losses or expenses arising out of your failure to take out adequate insurance cover.

9. SUITABILITY & BEHAVIOUR: It is your responsibility to ensure that you are physically fit, adequately experienced and suitably equipped to compete the holiday. If you have any medical conditions, allergies or special dietary requirements you must inform us and your leader (where appropriate). We will endeavour to pass on any dietary or special requests to our suppliers but cannot guarantee that they will be able to meet your request. Your booking is accepted on the basis that you understand and accept the inherent risks involved in adventure or activity travel and that you undertake the treks, tours and activities of your own free will. If you decide that you are unable to continue the holiday you will be responsible for making your own alternative arrangements at your own expense. If in our reasonable opinion your behaviour is likely to cause injury, upset or distress to third party or damage to property we are entitled to terminate the holiday of the person(s) concerned,

without prior notice and they will be responsible for making alternative arrangements and no refunds will be given.

10. DISABILITIES AND SPECIAL REQUIREMENTS: If you have any disability or special requirements, it is essential that you inform us at the time of booking so that we can make the appropriate enquiries about the suitability of your chosen holiday for you. If we reasonably feel unable to properly accommodate the particular needs of the person concerned we reserve the right to decline or cancel the booking.

11. SPECIAL REQUESTS: If you have a special request for anything that is not automatically part of your holiday, please check when you book your holiday and we will pass this information on to the suppliers we work with. Our note of your request on your invoice confirms we have received it and does not guarantee that we, or the relevant supplier, can meet your request. Where possible they will try to help you, but we cannot guarantee any request will be met, unless it is noted on your invoice and we also confirm the request separately in writing. We must emphasise that verbal confirmations of special requests cannot be taken as a guarantee that they will be met (e.g. special meal types on flights, etc.). We and will not pay compensation for failing to meet a special request. that we have not confirmed separately in writing.