

Adventure Café Terms of Business

Standard Charity Challenge Booking Conditions

Adventure Café Terms & Conditions are set out in line with The Package Travel and Linked Travel Arrangements Regulations 2018. Only once participation in a challenge has been confirmed by Adventure Café, by acknowledging receipt of your deposit and / or signed terms and conditions shall a contract exist between you and Adventure Café. This contract is governed by English Laws and falls under the jurisdiction of English Courts. The challenge is offered and operated by Adventure Cafe Ltd (AC). Our head office is at Adventure Cafe, Unit 14b Creech Mill Industrial Estate, Mill Lane, Creech St Michael, Somerset, TA3 5PX.

1. To make a firm booking you should sign to say that you accept these terms on behalf of your charity and send us a deposit as per the invoice amount.
2. Payment of deposit invoice indicates you accept Adventure Café's Terms & Conditions.
3. If the challenge is due to depart within 6 weeks, then full payment is required. If the challenge is more than 6 weeks away, then only the deposit is required.
4. Deposits paid are non-refundable, unless specifically agreed with Adventure Café or in the case of extraordinary unavoidable circumstance as outlined by The Package Travel and Linked Travel Regulations 2018.
5. Initial deposits are based upon estimated participant numbers which will be agreed between AC and the charity.
6. The exact scope of your challenge is as set out in communications via email with Adventure Cafe Ltd. Typically it will consist of a minimum of challenge management and leadership, but may also contain transport, accommodation, meals, and other services. See associated documentation.
7. The price and payment structures will also be set out and agreed via electronic email communication. All prices quoted are inclusive of VAT.
8. The charity undertakes to promote the challenge, and to liaise with participants, informing Adventure Café regularly of updates to participant numbers.
 - . AC will send updates of booking summaries to the charity regularly and upon request.
 - . Initial deposit will be based upon estimated number of participants—and will be non-refundable. This number will be agreed between AC and charity.
9. AC will request additional deposit payments if participation numbers exceed initial deposit estimates.
10. Final numbers for participants must be finalised by 6 weeks pre-challenge – reduction or increase in numbers within 6 weeks of challenge departure may incur admin fees.
11. The charity will make payments to AC as per agreements, for deposits / final payments.
12. It is possible for participants or other partners to make deposit / final payments direct in the place of the charity – this must be agreed between the charity & AC – the charity will remain responsible for ensuring payment of final balances.
13. Final invoice will be raised at 8 weeks pre-challenge and should be settled at the latest by 6 weeks pre challenge.
14. After payment in full, if the charity cancels either an entire challenge, or an individual space on an open challenge, the following refunds will apply in the case that the charity has made the final payment:
42—29 days pre departure—40% refund of total challenge balance

15—28 days pre departure—25% refund of total challenge balance

Less than 15 days pre departure—10% of total challenge balance

Less than 7 days pre departure—0% of total challenge balance

You are required to provide written confirmation of cancellation. This must be done by email—and AC must confirm receipt.

15. Refunds will be directed to either charity, or the individual—depending upon the charity's preference.

16. Refunds will be actioned within 14 days of cancellation.

17. You are required to provide written confirmation of cancellation. This must be done by email—and AC must confirm receipt (if final payment has not been made at this time, then the appropriate corresponding amount will remain due).

42—29 days pre departure—60% of total challenge balance will remain due

15—28 days pre departure—75% of total challenge balance will remain due

Less than 15 days pre departure—90% of total challenge balance will remain due

Less than 7 days pre departure—100% of total challenge balance will remain due

18. If you do not pay the full balance for spaces you have reserved on time (by 4 weeks pre-departure) then your challenge may be cancelled, and your deposit will not be refunded.

19. Administrative fees apply to participant changes within 6 weeks of the challenge departing.

20. If the charity cancels a participant, it may be possible to transfer your booking to another person subject to administrative charges. Transfer request must be made in writing and acknowledged by Adventure Café.

21. A challenge may be cancelled by Adventure Café should participation fall below minimum numbers. This will be notified to the customer at the latest 8 weeks pre-departure. A full refund will be given in this instance, but no compensation will be due.

22. A challenge may be cancelled by Adventure Café because of unavoidable & extraordinary circumstances. The charity will be notified as soon as this becomes apparent and a full refund will be due, but no additional compensation will be due. **This includes travel restrictions & quarantine requirements imposed due to the Coronavirus or other pandemics.**

23. If Adventure Cafe are forced to significantly alter or reschedule a challenge due to factors reasonably foreseeable to ourselves, then the charity may:

- Take a lower cost alternative—along with a refund of the difference.
- Take an equally, or higher priced alternative (and pay the supplement).
- Request a refund of monies paid.

We shall notify the charity as soon as the situation becomes apparent. The charity must reply promptly with your chosen option.

24. For full details of your charity's itinerary, please consult your scope of services and proposal document, at approximately 4 weeks you will be issued with a Joining Instructions document detailing all challenge timings, locations etc. All standard statutory required information is included therein.

25. In the case of a significant change being made to your itinerary by Adventure Cafe, you may take any of the options outlined in (23). Significant change means a change in flight timings either at the beginning or end of your challenge by 24 hrs or more. It also means a major change to your itinerary.

26. Prices quoted can change up until 30 days before departure. These surcharges may be passed on to the customer. Downwards revision in prices could result in a refund to the customer. Areas that could trigger such price revisions are as follows:

- Transport cost variations
- Transport dues, taxes or levies (airport taxes, park permits etc.)
- Exchange rate fluctuations

Such increases will not be levied unless the impact is greater than a swing of 2% in the challenge cost.

27. VISAs are the responsibility of the individual to arrange. Adventure Cafe takes no part in making such arrangements.

28. Advice is given on matters such as equipment selection, health, VISA and passport arrangements—but it remains the responsibility of the individual to make and check such necessary arrangements. The Foreign and Commonwealth Office offer a traveller's advice line, 0870 606 0290.

29. Adventure Café shall maintain for the term of this agreement appropriate insurance at levels in accordance with standard industry practice. Adventure Cafe holds two forms of public liability insurance: tour operators and activity public liability insurance with an indemnity limit of five million pounds sterling £5,000,000 for injury or death of any attendees, participants, officials or spectators and employees of the company or charity or their agents against loss or damage and liability to third parties. Adventure Café shall produce certificates of insurance upon request.

30. Trekking, biking, and open canoeing are all inherently hazardous activities. Whilst on the challenge, participants undertake to follow the instructions given by the leader. Adventure Café leader are professionals in their fields any decisions made by Adventure Café leaders are at all times final. **If participants do not follow the leader's instruction, and behaviour is dangerous, or irresponsible, then participant may be requested to leave the challenge, with no cost penalty to Adventure Cafe.**

31. Inherent in an adventure challenge is the possibility that clothing, bicycle or equipment may suffer some damage. Equally participants may experience minor injury (scratches, grazes, twisted ankles etc.) - these minor injuries and property damage are an unavoidable component of the type of challenges that Adventure Cafe operates.

32. For many of our challenge itineraries a minimum level of fitness is expected, and Adventure Cafe will provide a basic training plan to help you prepare. On cycling challenges, a basic level of bike handling competence is expected. In very rare cases, for your own wellbeing and safety - as well as that of the others in your group, your challenge leader may decide that lack of fitness or skill levels mean it is unsafe or unwise for you to continue with the challenge. Onward travel would be your responsibility and you will be responsible for any costs involved. If your challenge is cut short due to this, no refund will be due. Adventure Café will assist you as best as practicably possible, however any additional costs incurred by Adventure Café in doing so will be billed to the participant.

33. Alterations in the itinerary are also a more frequent occurrence than on a regular holiday. Particularly in other countries, timetables slip, road conditions can be variable, weather can interfere with a schedule, as well as many other factors. Hence alterations to the itinerary are common. At all times, your ground leader will attempt in conjunction with the local operator acting on behalf of Adventure Cafe to perform the challenge as faithfully as is reasonably possible. At all times, safe performance of the challenge is considered before completing the itinerary at any cost.

34. If alternative accommodation or transport needs to be sourced due to an enforced significant route change whilst on the challenge, caused by extreme or inclement weather or other unforeseeable circumstances outside of Adventure Café's control (e.g., closed passes, cancelled ferries, road traffic accidents, Force Majeure). Adventure Café will make arrangements to ensure the group are appropriately and safely transported or accommodated. Participants will be billed for any emergency accommodation required on a challenge, this will be discussed with the group on challenge.

35. Adventure Café will at times employ the services of bone fide subcontractors and freelance staff. Adventure Café request subcontracted staff & service providers provide relevant certification and insurance documents as part of our due diligence. These documents are available on request.

36. For overseas challenges participants **must be covered by appropriate travel insurance** before joining the challenge. It is the responsibility of each participant to organise appropriate cover and to hold a GHIC card. Make sure that your policy covers for activities and countries included in your tour. Participants also require personal

effects insurance, including cover for their bicycles. This must cover theft, loss, and damage. Adventure Café will request copies of your travel insurance documents, failure to produce adequate travel insurance documentation may result in being excluded from the tour and no refund will be due. Adventure Café or representatives may request to see individual insurance documents at any time.

37. In the event of a participant becoming ill or injured on an Adventure Café challenge Adventure Café will assist the person as far as practicably possible. Any costs incurred to Adventure Café will be billed to the participant. Ultimately it is the individuals' responsibility to ensure they have appropriate insurance cover in the challenge they are taken ill or injured.

38. Adventure Café will request participant next of kin & medical information to allow our team to make informed decisions in the case of an emergency. In a case where there is any doubt about an individual's suitability to participate, Adventure Café will liaise with the individual and request that they supply confirmation from their GP of their suitability to participate in the challenge.

39. Adventure Café do not share any participant data with third parties. Adventure Café are required to hold this information for 3 years in the case of legal / medical claims, after 3 years data will be destroyed. Information is held on a secure cloud server. Paper copies taken on challenge are destroyed upon returning to Adventure Café HQ post challenge. Our data protection procedure document is available on request.

40. Adventure Café's responsibility for participants on the challenge typically begins, where an air journey is involved, at the destination airport. This information will be detailed in your Joining Instructions document. Adventure Café takes no responsibility for getting participants to the beginning of the challenge. Similarly in the UK, Adventure Café takes no responsibility for getting participants to the start of a challenge.

41. Adventure Café may use names and logos of the company/charity during the term of engagement for promotional and participant information material with the prior approval of the company/charity. Permission will be requested for any statement, message or image, whether oral, print or video for social media use.

42. Adventure Café leaders will take photographs and videos on the challenge for future marketing & information documents. Photographs and/or video may be shared with participants via chat groups (e.g. WhatsApp) or via email post challenge. We advise all organisations working alongside Adventure Café to inform their participants/challengers of this. An individual can opt out of being included in photos. Charities and companies must inform Adventure Café of any individuals who wish to opt out of photography. Leaders will also provide an oral briefing regarding photos. Individuals may choose to opt out on the day.

43. Any complaints should be directed firstly directly to the challenge leader. Explain the cause of complaint and attempt to rectify it in situ. If this is not possible, and it may detract from the challenge, then please contact Adventure Café head office directly, to see if anything can be done to remedy the situation. On return from the challenge, in the case of a complaint, please write to Adventure Café Ltd, including a full description of events. Please request our complaints procedure. All complaints should be received at the very latest by Adventure Café by 28 days after the end of the challenge.

44. By signing this document you agree, on behalf of your charity to the above set out terms and conditions.

Charity Name:

Date:

Signed and accepted on Behalf of Charity:



For UK Operators selling Packages in the UK, EU & Worldwide

In accordance with the UK Package Travel & Linked Travel Regulations 2018, Directive (EU) 2015/2302 or the local applicable law in the country of residence of the passenger(s) booking with **Adventure Café Ltd** are fully protected for the initial deposit and subsequently the balance of all monies received by us, including repatriation costs and arrangements, arising from cancellation or curtailment of your travel arrangements due to the insolvency of **Adventure Café Ltd**

The respective laws accordingly to the country of residence of the passenger(s) usually only requires us to provide cover for Package & Linked Travel Arrangements, there is no requirement for Financial Protection of day trips or single elements, and none is provided unless the local law requires such. If you have questions on this then please contact **Adventure Café Ltd**

Adventure Café Ltd has taken out an insurance provided by International Passenger Protection Ltd (IPP) with Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. LMIE's registered office: 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company. This insurance is only valid for passengers who book and pay directly with/to **Adventure Café Ltd**

In the event of our insolvency please make contact as soon as practically possible giving full details of what has happened quoting the name of your Travel Operator:

For UK & Worldwide excluding EU Passengers

IPP Claims at Sedgwick
Telephone: +44 (0)345 266 1872
Email: insolvency-claims@ipplondon.co.uk
or online at <http://www.ipplondon.co.uk/claims.asp>

For EU Passengers

IPP Claims at Sedgwick
Telephone: +31 103120666
Email: ippclaims@nl.sedgwick.com
or online at <https://www.ipplondon.co.uk/claims.asp>