

Adventure Café Terms of Business

Open & Private Group 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 Café Ltd (AC). Our head office is at Adventure Café, Unit 14b, Creech Paper Mill, Mill Lane, Creech St Michael, Somerset, TA3 5PX.

1. To make a firm booking you must complete the booking form (completing answers to all questions) and signing to accept these terms and by paying a deposit (usually 20%).

2. Payment of a 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. The exact scope of your challenge is as set out in communications via email with Adventure Café 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.

6. The price and payment structures will also be set out and agreed via electronic email communication. All prices are inclusive of VAT.

7. The final invoice will be raised at 8 weeks pre-challenge and should be settled at the latest by 6 weeks pre-challenge.

8. After payment in full, if you, the client cancels your challenge, the following refunds will apply:

42—29 days pre departure—40% refund of total challenge cost

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

8—14 days pre departure—10% refund of total challenge cost

Less than 7 days pre departure—No refund

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

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

10. You are required to provide written confirmation of cancellation. This must be done by email and Adventure Cafe 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

11. If you are not able to attend your challenge due to genuine factors beyond your control, it may be possible to transfer your booking to another person, free of charge prior to 6 weeks before departure. Administrative fees apply to participant changes within 6 weeks of the challenge departing.

12. If you do not settle the full balance for your challenge on time (6 weeks pre-departure) then the challenge may be cancelled, and the deposit will not be refunded. Adventure Café will request remaining balance payment

by email.

13. A challenge may be cancelled by Adventure Café should participations 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.

14. A challenge may be cancelled by Adventure Café because of unavoidable and extraordinary circumstances. Participants will be notified as soon as this becomes apparent and a full refund will be due, but no extra compensation will be due. **This includes cancellation due to travel restrictions imposed due to the Coronavirus or other pandemics.**

15. If Adventure Café are forced to significantly alter or reschedule a challenge due to factors reasonably foreseeable to us then the participant 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 participants as soon as the situation becomes apparent. You, the participant must reply promptly with your chosen option.

16. For full details of your itinerary, please consult your scope of services and proposal document. At 4 weeks (usually before) you will be issued with a Joining Instructions document detailing all challenge timings, locations etc. All standard statutory required information is included therein.

17. In the case of a significant change being made to your itinerary by Adventure Café, you may take any of the options outlined in (15). 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.

18. 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.

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

20. Advice is given on matters such as equipment selection, health (Coronavirus), 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, 020 7008 1500.

21. 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 leaders are professionals in their field any decisions made by Adventure Café leaders are always final. **If participants do not follow the leader's instruction, and behaviour is dangerous, or irresponsible, then a participant may be requested to leave the challenge, with no cost penalty to Adventure Café.**

22. 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 Café operates.

23. For many of our challenge itineraries a minimum level of fitness is expected Adventure Café 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 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.

24. 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 Café 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.

25. 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 and this will be discussed with the group on the challenge.

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

27. 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 (Global Health Insurance) 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 challenge and no refund will be due. Adventure Café or representatives may request to see individual insurance documents at any time.

28. 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.

29. 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.

30. 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.

31. Adventure Café leaders will take photographs and videos on the challenge for future marketing and information documents. Photographs and/or video may be shared with participants via chat groups (e.g. WhatsApp) or via email post challenge. If you wish to opt out, please inform your challenge leader at the start of the challenge.

32. 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 Instruction 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.

33. 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 challenge, in the case of a complaint, please write to Adventure Café, 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.

34. By completing your booking form and paying your deposit this indicates you have read and agree to the Terms & Conditions as set out above.



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>