

# **Adventure Café Terms of Business**

## **Standard Challenge Booking Conditions**

### **For individuals joining a corporate or charity challenge**

These are the terms and conditions of Adventure Café Ltd which apply to individuals participating in a charity or corporate arranged challenge. Please refer to the charities' / corporates own terms and conditions regarding your sponsorship and eligibility to travel and participate.

1. If you are selected to take part in a charity or corporate's challenge you will be advised directly by either the charity or corporate. In most instances communications will come from them. Typically, charities or corporates will collect your details and pass on to the Adventure Café team. Adventure Café will confirm to the charity / corporate when participant details have been received.
2. In some instances charity or corporates may ask participants to send their details or payment directly to Adventure Café. In this instance you will receive a receipt and confirmation of your participation directly from Adventure Café.
3. Only once Adventure Café have confirmed your individual participation to the charity / corporate or directly to yourself will a contract exist between us. This is governed by English Laws and jurisdiction of English Courts. Travel arrangements made by Adventure Café are protected by and comply with the Package Travel and Linked Travel Arrangements regulations 2018.
4. Pre challenge communications will be sent by Adventure Café to the Corporate / charity challenge organiser who will distribute to participants.
5. For charity challenges, your payment for your travel arrangements will be paid to us by the charity from a proportion of the sponsorship monies raised in accordance with the charities terms for participating and guidance set out by the institute for fundraising, unless other bespoke arrangements agreed otherwise.
6. 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 fluctuationsSuch increases will not be levied unless the impact is greater than a swing of 2% in the challenge cost.
7. We will issue our final balance invoice to the charity / corporate partner or individual 8 weeks before the challenge departs which we expect to be paid 4 weeks before departure.
8. If you do not pay the full balance for spaces you have reserved on time (by 6 weeks pre-departure) then your challenge may be cancelled.
9. 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.
10. Administrative fees apply to participant changes within 6 weeks of the challenge departing
11. After payment in full, if the charity, corporate or individual cancels either an entire challenge, or an individual space on an open challenge, the following refunds will apply in the case that the final payment has been made:
  - 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

12. 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

13. Registration fees and deposits are non-refundable except in extraordinary circumstances. Adventure Café will always endeavour to rearrange the challenge should extraordinary circumstances arise.

14. 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.

15. 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 compensation will be due. **This includes travel restrictions imposed due to the coronavirus or other pandemics.**

16. If Adventure Cafe are forced to significantly alter or reschedule a challenge due to factors reasonably foreseeable to ourselves, then the charity / corporate 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 you as soon as the situation becomes apparent. The corporate / charity must reply promptly with your chosen option. Compensation may also be due, in the instance where Adventure Cafe cancels a challenge due to foreseeable factors.

17. If Adventure Café cancels the challenge, any amounts paid or compensation due will be returned to the charity / corporate as per the contractual obligation. In the case where an individual has paid Adventure Café directly this will be refunded to the individual. If fees have been paid to the charity / corporate, the charity / corporate will be responsible for returning monies to the individual.

18. For full details of your itinerary, please consult your proposal & Scope of Services document, at 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.

19. For overseas challenges individuals should keep themselves informed of latest Foreign & Commonwealth Office updates.

20. Adventure Café accepts responsibility for ensuring your travel arrangements will be as described by literature sent out by us or on our behalf. Alterations in the itinerary are a more frequent occurrence than on a regular holiday. Particularly in developing 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.

21. 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.

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

23. 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.

24. 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 always 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.**

25. 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.

26. 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.

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 are also required to obtain 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.

28. In the event of a participant becoming ill or injured (including positive coronavirus test) 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 individual's responsibility to ensure they have appropriate insurance cover in the event they are taken ill or injured.

29. Adventure Café will request participant next of kin and 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 three years in the case of legal / medical claims, after three years data will be destroyed. Information is held on a secure Cloud server. Paper copies taken on a 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 videos 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 Cafe'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 Cafe takes no responsibility for getting participants to the beginning of the challenge. Similarly in the UK, Adventure Cafe 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 Cafe 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 Cafe, including a full description of challenges. Please request our complaints procedure. All complaints should be received at the very latest by Adventure Cafe by 28 days after the end of the challenge.



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](mailto: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](mailto:ippclaims@nl.sedgwick.com)  
or online at <https://www.ipplondon.co.uk/claims.asp>