



Pyrenees Mountain Adventure: Terms and Conditions

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Please read the Terms and Conditions before filling in the booking form. Save/Print out a copy of the Terms and Conditions for your records.

1. Booking and Payment

1.1 To confirm your booking you are required to pay a non refundable deposit of 50% of the cost of the holiday. The balance must be paid 8 weeks before departure. This date will be on your invoice. Failure to pay the balance by this date will mean your booking is terminated and you will lose your deposit.

1.2 Once **Pyrenees Mountain Adventure (PMA)** receives your deposit and your booking form signed by the person making the booking, the contract between us will become binding. You will be sent an invoice for the balance due and last date for payment.

1.3 **PMA** strongly advises you do not incur any non-recoverable incidental expenses e.g. for visas, or travel, before you receive confirmation of your booking.

1.4 Payments will be accepted by cheque, bank transfer or PayPal/credit card.

2. Cancellation of Booking By You.

2.1 To cancel a booking, the Pyrenees Mountain Adventure office must be notified in writing by the person who made the booking. If you cancel your holiday you may lose money you have paid according to the following sliding scale:

| Days before departure | Amount of holiday cost lost |
|-----------------------|-----------------------------|
| more than 57 | deposit |
| between 43 and 56 | 60% |
| between 29 and 42 | 70% |
| between 15 and 28 | 80% |
| between 8 and 14 | 90% |
| 7 or less | 100% |

2.2 These dates refer to the date **PMA** receives written notification of your cancellation.

2.3 **PMA** appreciates that wholly unforeseen events may result in cancellation by you and strongly advises insurance against irrecoverable cancellation costs.

3. Changes to or cancellation of your holiday by PMA.

3.1 If **PMA** has to make any major changes to your holiday, **PMA** will inform you as soon as reasonably possible if there is time before your holiday begins. You have the choice of accepting the change of arrangements or cancelling your holiday. If you cancel, **PMA** will refund all recoverable payments made directly to **PMA** for the cancelled trip. **PMA** will not be able to refund any personal expenses you may have incurred as a result of your booking e.g. flight payments, equipment purchases, travel insurance.

3.2 If **PMA** cancels a holiday due to Force Majeure, all recoverable payments made directly to **PMA** for the cancelled trip will be repaid to you. Alternatively, you can purchase another holiday from **PMA** and pay or receive (as the case may be) a refund in respect of any price differential.

4. Information Provided.

4.1 Any information provided by **PMA**, including information on the website, is given in good faith but without responsibility on the part of **PMA**.

4.2 The itinerary in the trip dossier is indicative only and should not be taken as a guarantee of what will take place and when. The walks programme may be subject to variation or cancellation due to party size, weather or operational considerations.

5. Adventure Travel.

5.1 Mountainous terrain is hazardous and can involve death, injury, loss or damage to personal possessions, inconvenience and discomfort.

5.2 The trip dossier itinerary may not be followed exactly due to unforeseen circumstances.

5.3 You must have a level of fitness appropriate to your chosen holiday.

5.4 You are responsible for bringing the appropriate equipment required, details of which can be found on the website.

5.5 If in the opinion of **PMA** your fitness or equipment may compromise the safety of a trip, **PMA** reserves the right to cancel or terminate your holiday. In these circumstances you will not be entitled to a refund or compensation.

6. Client Responsibility.

6.1 You must abide by the authority of the tour leader/guide. Signing the booking form signifies your agreement of this.

6.2 You must not commit an illegal act or behave in a way that causes, or may cause, danger, distress or annoyance to others. If you do, your travel arrangements may be terminated without any liability on the part of **PMA**.

7. Accommodation Provision

7.1 Accommodation at the Orri de Planès is in twin or double rooms with no en suite facilities. One twin and one double room share the same bathroom.

7.2 **PMA** requests that clients who book individually share a twin room with someone of the same sex. If this is not satisfactory, single room supplements apply (see website for details.)

7.3 On some bespoke trips, accommodation may be in mountain refuges. Staying in a mountain refuge may mean clients have to sleep in mixed dormitories, there may not be hot water for showers and there may not be a choice of food in the evening.

8. Insurance

8.1 It is a condition of booking that you are insured against medical and personal accident risks. This must be for the activities undertaken i.e. walking/hiking/trekking in a mountainous area. Cover must include repatriation costs, air ambulance and helicopter rescue services.

8.2 It is your responsibility to ensure that the insurance cover you purchase is adequate and you must complete the declaration on the booking form to confirm this.

8.3 You must provide proof of this insurance to the **PMA** office before the holiday starts. A photocopy/scan of insurance certificate is required.

8.4 You must bring the original, or copy, of your insurance document with you on the holiday.

8.5 Failure to provide this documentation may result in the cancellation of your booking without any refund for services not provided.

8.6 Cover for loss of and damage to personal items should also be included as all luggage and personal equipment is, at all times, at your own risk. **PMA** will not be responsible whatsoever for any loss and/or damage to your luggage and/or personal equipment.

8.7 **PMA** also strongly advises you to take out cancellation insurance in case you have to cancel your holiday due to unforeseen circumstances.

8.8 **PMA** suggests insurance cover comparable to the following

| | |
|--------------------------------------|-------------|
| Medical / Repatriation Expenses | £10 million |
| Personal Liability | £2 million |
| Personal Accident | £15,000 |
| Cancellation or Curtailment | £3,000 |
| Missed Departure (travel disruption) | £1000 |
| Delayed Departure (after 12 hours) | £120 |
| Baggage, personal effects and money | £1,500 |
| Legal Expenses | £25,000 |
| Loss of Travel Documents | £1000 |

9. Medical and Dietary Conditions.

9.1 If you have a medical condition which may affect you or the enjoyment of the holiday by any other client, you must let **PMA** know at the time of booking by filling in the relevant section of the booking form.

9.2 Similarly, you must advise **PMA** of dietary conditions and preferences at the time of booking in the space provided on the booking form.

10. Complaints Procedure.

10.1 If you are not entirely happy about something during the holiday, make it known to your guide/tour leader at the earliest opportunity.

10.2 If you feel that not enough was done at the time to resolve your problem or it wasn't properly dealt with, notify in writing the **PMA** office within 35 days of the scheduled date of return. Please note **PMA** only deals with complaints via letter, telephone or email.

11. Our Liability Compensation.

11.1 **PMA** is covered by public liability insurance up to a maximum of £5 000 000 in any one event. **PMA** will accept liability for any negligence on its behalf but cannot be held responsible for any mishap to yourself or your property as a result of flight cancellations, vehicle accidents, strikes, sickness, Government or custom or police intervention, or other such happenings amounting to Force Majeure

11.2 **PMA** will not be liable for any damage caused by the total or partial failure to provide the holiday if such a failure is: attributable to anyone other than **PMA**; unforeseeable or unavoidable circumstances and attributed to a third party unconnected to us; as a result of unusual or unforeseeable circumstances, reasonably beyond the control of **PMA**; as a result of an event which **PMA**, even with all due care, could not foresee or forestall.

11.3 Where **PMA** is found to be liable for damages in respect of its failure to provide the holiday, the maximum amount of such **damages**, will normally be limited to two times the cost of the holiday.

12. Personal Images. Any likeness or image of you secured or taken on any holiday by **PMA**, may be used by **PMA**, without charge in all media, for promotional or marketing purposes, including without limitations, promo materials of any kind such as brochures, slides and the internet.

13. Data Protection. **PMA** will ensure that your personal information on the booking form is shared with no one, except when strictly necessary with people providing services to **PMA** during your holiday.

14. Greener Travel Cash Back. The £100 cash back will be paid subject to proof being provided that travel from the U.K. to the Eastern Pyrenees was completed in a manner that created CO2 emissions per person equal or less than half of that created by travelling by plane. Train and coach travel would qualify as would car travel given certain conditions (size of car and number of passengers in the car). CO2 emissions per person will be calculated using the CO2 calculator at Transport Direct <http://www.transportdirect.info/Web2/JourneyPlanning/JourneyEmissionsCompare.aspx>

The £100 will be paid by cheque and applies to travellers from the U.K. to the Eastern Pyrenees.

Both sides of this agreement are made subject to, and must be interpreted and enforced according to, French Law in a French Court.

Date: 22 January 2011

