

Terms and Conditions

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Before making a booking, please read through our Terms and Conditions. Please print off and retain a copy for your own records.

1.

Booking: Leaders only accept bookings from persons over the age of 18 at the time of booking. Bookings by or on behalf of persons under the age of 18 may be accepted on certain trips, when accompanied on the trip by another person over the age of 18 and subject to written parental consent.

2.

Booking Conditions: By making your booking it implies that you understand and accept the booking conditions and agree to abide by them. The person booking the tour must ensure that other participants read and accept these conditions. The terms and conditions of this contract will only be waived or varied if such changes are agreed in writing in a letter signed by your Leader.

3.

Deposit: Your booking must be accompanied by a deposit of 25% of the trip cost per person, or if booked within 42 days (6 weeks) of the date on which the trip starts by the full payment. **This deposit is non-refundable if you choose to cancel.** When the Leader has received payment and checked all information contained within your booking form, your booking will be accepted. You will then be sent a booking confirmation receipt, together with further tour information. Leaders prefer you to pay the full balance by a direct bank transfer or cheque.

4.

Balance of payment: This is due 42 days (6 weeks) prior to the tour start date. If full payment is not received by this date the Leader reserves the right to cancel your booking without refund of the deposit.

5.

Minimum numbers: We 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 your trip. However, we will not cancel your travel arrangements less than 6 weeks before your departure date, except for reasons of *force majeure*, inadequate insurance cover or failure by you to pay the final balance. (For this reason we strongly advise you not to incur any non-refundable incidental expenses, e.g. flights, before we have sent you confirmation of your booking).

6.

Security of Pre-payments: Your financial security is guaranteed and protected. Both Lindsay Cannon and Julia Tregaskis-Allen each have in place a package operator's trust account in accordance with the European Union Package Travel Regulations of 1992. This account is administered by the Royal Bank of Scotland; into which all trip payments made to either Lindsay Cannon or Julia Tregaskis-Allen will remain until the trip is complete. In the event of financial failure before your departure, all monies paid, excluding insurance premiums, will be refunded to you. If financial failure occurs during the trip, all sums will be applied to the completion of the trip or, if this is not possible, you will be repatriated to the UK.

7.

Insurance: It is a condition of booking that you are insured against medical expenses, injury, illness, death, cost of repatriation, and personal accident risks. This must include cover for the activities to be undertaken during the trip

. For tours taking place outside the United Kingdom you must ensure that your insurance covers rescue from the mountains, including helicopter rescue. It is the right of the leader to make a decision to call for helicopter rescue if such assistance is needed. If in the event of an emergency medical rescue or evacuation from a trip of you the client, either by foot, helicopter or otherwise the responsibility for the payment of such costs lies with the client.

Any subsequent costs incurred for expenses such as hotels, food, transport etc shall be borne by the client. It is the client's responsibility to ensure that the insurance is adequate for the particular needs of the holiday. We do not check each policy. Leaders reserve the right to cancel your booking at any time if they are not satisfied you have adequate insurance in place. You must bring all insurance documentation with you on the tour. We also recommend your insurance covers you for trip cancellation and baggage loss/damage.

Leaders are unable to accept responsibility for the loss or damage to any client equipment or luggage.

8.

Client Cancellation: If you wish to cancel you must notify the Leader in writing, where upon the following charges will be applied from the date they receive your notice of cancellation: More than 6 weeks (42 days) before start date - loss of deposit. Between 4 and 6 weeks (28-42 days) before start date - 50% of tour fee or loss of deposit, whichever amount is greater. Less than 4 weeks (28 days) before start date - full tour fee.

9.

Leader Cancellation: If the Leader has to cancel a booking they shall refund all monies or the client can re-book on a different date or tour. If the Leader cancels a tour they will not be liable for any expenses which you may have incurred as a result of your booking or in expectation of the trip taking place.

10.

Booking Transfer: Clients have the right to transfer their place on a booking to another person who satisfies all the conditions for a tour (including health and fitness requirements).

11.

Personal Risk: Whilst Leaders maintain high professional standards of client care and safety, you must realise and accept that mountain walking and snowshoeing are activities which carry a danger of personal injury or even death, as they can take place in remote and potentially hazardous mountain terrain. All clients must be aware of and accept these risks and be responsible for their own actions and involvement in such activities.

12.

Medical Care: It is assumed that by booking a tour you (and other members of your group) are in good physical and mental health and fit enough to go on your tour. If you suffer from any recurrent condition, bookings can only be accepted if accompanied by a certificate from your doctor stating that he/she believes you are safe to undertake the tour you are booking on. In booking a trip you are agreeing to providing and receiving medical treatment from the Leader or other team members in case of accident or illness, whilst evacuation plans are put into effect. It is your responsibility to inform the Leader when booking the trip if you do not feel you can give consent to such an arrangement. If the Leader believes that in doing so your own safety or that of others may be compromised during the trip, the Leader reserves the right to cancel your booking with a full refund.

13.

Itinerary: Although Leaders adhere to planned itineraries wherever possible, changes may occur to both travel and guiding itineraries due to external factors beyond their control. In particular, the Leader has total discretion to alter programs at any time in the interests of client safety, mountain or weather conditions. In the unlikely event that changes are made to the itinerary any extra costs will be met by the client.

14.

Duty of Care: By booking you agree to abide by instructions and decisions made by the Leader regarding individuals and the group as a whole. Leaders reserve the right to exclude individuals from a planned activity on the grounds of health, safety or the success and enjoyment of the rest of the party. Any individuals so excluded are not entitled to a refund. Any individual contravening the decisions or advice of their Leader, or undertaking independent mountain activities during the trip shall forfeit all protection and duty of care from the Leader.

15.

Leaving a trip: It is understood that if you decide to voluntarily leave a trip the Leader has no responsibility for your safety or well being or for any consequential expenses

16.

Publicity: All information contained within the Tracks and Trails website and other publicity is for guidance only. Whilst making every effort to ensure accuracy, Leaders cannot be responsible for any inaccuracies or alterations beyond their control. Should any changes occur, clients will be notified before a booking is accepted.

17.

Complaints: If you have a complaint about the Leader service you receive at any point during the tour, you must notify the Leader involved as soon as possible to give them the opportunity to rectify the situation to a mutual agreement. If the complaint is unresolved to your satisfaction during the trip you must put the details in writing within 28 days.

18.

Unavoidable Occurrences: Leaders do not accept liability for the consequences of strikes, riots, acts of war or terrorism, disease outbreaks, government intervention, natural disasters or adverse weather conditions. If such occurrences cause the Leader to have to cancel a course or trip the Leader will offer an alternative holiday if possible, but accept no liability for return of fees paid prior to cancellation or curtailment.

19.

Law: All terms and conditions between clients and the Leader are to be governed by and held under the jurisdiction of English Law or the jurisdiction of Scottish Law.

20.

Contractual Responsibility: All booking arrangements are made with either Lindsay Cannon or Julia Tregaskis-Allen, both of whom are independent sole traders. Tracks and Trails is not a Limited company, but a marketing tool for International Mountain Leaders. The individual associate who provides any guiding/instruction is responsible for all matters relating to the said contract.

21.

Accommodation: Accommodation is usually in twin or double rooms unless stated otherwise and we request that clients who book individually share a twin room. You may request a single room when there is one available and you will accept that this usually incurs a supplement to the price of the trip. If staying in mountain huts accommodation is often in dormitory rooms.

22.

Visa requirements: You will need a valid passport if travelling out with your country of residence. Nationals of the EU, the USA, Canada, New Zealand and Australia do not require visas to visit Switzerland as tourists for up to three months. Nationals of other countries not mentioned should check the visa requirement with the relevant embassy in their own countries.

23.

Health: The new European Health Insurance Card replaces the E111 Form. The EHIC may not cover persons for all medical costs incurred so you are strongly advised to also arrange travel

insurance to ensure that you are covered for all possible eventualities. Persons who are normally resident in the United Kingdom (UK) are entitled to a UK issued EHIC. The EHIC is valid within the EEA, which consists of the European Union (EU) plus Iceland, Liechtenstein and Norway. Switzerland also operates the same arrangement.

24.

Exchange Rate Fluctuation: The trip prices have been calculated to accommodate a £/Euro exchange rate of £1 = 1.2?. If the value of the £ drops below £1 = 1? then Tracks and Trails reserves the right to ask for the trip payment, whether the deposit and/or balance, in either the price in Euros as advertised on the Tracks and Trails website or the equivalent in £ sterling. In this instance the exchange rate for the £ sterling price of the trip will be decided by Tracks and Trails but will be taken at the average exchange rate during the week preceding the booking. As per the European Union Package Travel Regulations of 1992 no price increase in respect of variations which would produce an increase of less than 2 per cent will apply. In this respect we reserve the right to ask for the Euro equivalent price as outlined above.

Previous terms and conditions applied from 28 September, 2008. These terms and conditions were updated on 11 September, 2009. Any new terms and conditions apply from this date. Please print off and retain a copy for your own records.

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