



OUR BOOKING CONDITIONS

trekMountains is the trading name of **tM Adventure Holidays Limited**, registered in the United Kingdom with Companies House, company number 17066357.

trekMountains accepts bookings on the following conditions: Your contract is with trekMountains. When you make a booking and we have guaranteed it, a legally binding contract is made. When you submit the booking form online, by email or post, you (and any other person on whose behalf you book) agree to accept all these conditions, you acknowledge that you have read the General Notes section in this document and you warrant that the information given by you on the booking form is complete and true. When we accept your booking, we agree to carry out our obligations to you as defined in this document and in your invoice. The booking conditions can only be waived by a director of the company and in writing.

1. The booking process

To make a booking we require both a completed booking form and a deposit for each participant.

The amount of deposit and the currency it is to be paid in is stipulated on your quotation. The quotation will also show if interim payments are required.

Your place on the trip is not secured until we have emailed you a confirmation letter. The status of the trip will be shown on your invoice (see 2 below).

The balance payment is due 10 weeks prior to departure.

Full payment at the time of booking is required for bookings made 10 weeks or less prior to departure.

If, for any reason, the balance is not received by the due date, we reserve the right to cancel the booking and apply a cancellation charge in accordance with the scales shown in the "Cancellation by you" section below.

2. Trip status:

We will acknowledge receipt of your booking form and deposit.

We will then put the trip logistics in place as appropriate to your itinerary.

Your invoice will show the trip status:

- **Trip status pending confirmation:** This means that we are still putting the trip logistics in place and / or in the case of guided trips, that the minimum number of participants has not yet been reached to guarantee the trip. You should not make any other firm travel arrangements that rely on this trip at this stage.
- **Trip guaranteed to run:** At this stage you can make your other travel arrangements relating to the trip.

No contract exists between trekMountains and yourself/selves until such time as the booking guarantee email has been issued.

You must check the details of the services outlined on the confirmed invoice and advise us of any inaccuracy immediately, as it may not be possible to make changes later or additional costs may be incurred which we will have to pass on to you.

* If the trip does not reach guaranteed to run status because we cannot offer the accommodation or travel logistics on your dates, we will give you the choice to change dates, to transfer to a different trip, or to receive a full refund of the monies you have paid.

* If a guided trip does not reach guaranteed to run status because there are not enough bookings to guarantee it at the price quoted, in addition to the choices above we will also give you the choice to participate in the trip at a price based on the number of bookings received. Should one or more member(s) of a party cancel it may increase the per-person trip price of those still travelling.

3. Alterations: Requests by you for alterations to the trip arrangements are subject to services such as accommodation, transport and guiding services (if appropriate) being available. We will try to amend the booking according to your new requirements, but we may have to charge an administration fee of up to £100 per person for changes which require a lot of time to achieve. Requests for changes of dates may have to be treated as a cancellation by you if arrangements cannot be made on the new dates.

4. Cancellation by you must be notified in writing by email. Cancellation charges are set out below, based on the date that we acknowledge the cancellation email. If you have not received acknowledgement from trekMountains of your cancellation email it is your responsibility to telephone trekMountains to ensure that it has been received.

Date written email cancellation acknowledged by the trekMountains office:	Cancellation charge:
70 days or more before date of departure	Deposit
42 - 69 days before date of departure	40% of total trip cost (or deposit if greater)
29 - 41 days before date of departure	60% of total trip cost
15 - 28 days before date of departure	80% of total trip cost
0 - 14 days before date of departure, and on or after departure	100% of total trip cost
Please note, some trips incur costs which we pay in advance on your behalf, for example, accommodation, transport or park fees. Where this applies, these non-recoverable costs will also be deducted from the amount we return to you.	
Occasionally a few of our more complex trips are subject to different cancellation terms, and where this applies it will be outlined on your invoice.	
You should be able to reclaim these charges if the reason for your cancellation is covered under the terms of your insurance policy.	

5. Outline itinerary: This is provided as a guide only. The trip dates, duration or hotel accommodation may change. We will make every effort to inform you as soon as we know of any change before departure. The final itinerary may differ for example in the order in which areas are visited or places where you stay overnight. In particular it may be necessary to alter the itinerary at short notice due to adverse weather conditions, or due to operating conditions imposed by owners and operators of accommodation, facilities, forms of transport. The itinerary will, however, be the same in content, unless circumstances beyond the control of trekMountains deem this impossible. You will be responsible for any additional costs incurred due to weather conditions or ill health.

6. Our liability No responsibility or liability can be accepted by trekMountains for any accident, loss or injury, unless caused by our proven negligence. No liability can be accepted for consequence of possible delay to transport due to circumstances beyond our control.

7. Additional activities: Should you choose to book any other activities, tours, travel or other experiences which are not part of the package provided by us, please note that your contract will be with the operator of that experience, and not with us. The responsibility for all such activities lies with the operator and not with ourselves, even where we suggest particular operators or other third parties and/or assist you in any way in making a booking

8. Cancellation by us: The right is reserved to cancel the trip for reasons beyond our control or which amount to 'force majeure'. Force majeure events could include, but are not limited to, hostilities, government legislation, government travel advice, political unrest, epidemic, pandemic, quarantine or health risk. Should we be forced to cancel arrangements under these circumstances, bookings will be considered on a case by case basis. We are not liable for compensation, nor responsible for any extra costs borne by you due to cancellation or changes to the trip.

In the case that we are regretfully forced to cancel your holiday for any of the reasons above, we will discuss with you your options:

1. Postpone your trip to later dates within a 1-year period.
2. Change to an alternative trekMountains trip.

Should the cost of your new trip be different from the original trip, a balance or refund will be due accordingly.

Cancellation by us after departure: Very rarely, force majeure may cause us to change or terminate arrangements after departure. In this situation we would endeavour to reclaim any refundable expenses from our suppliers which we would pass on to you.

9. Your financial protection with ABTOT:



The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for tM Adventure Holidays Limited, trading as trekMountains, ABTOT member 5698, and in the event of their insolvency protection is provided for non-flight packages for UK and EU Customers only.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on **01702 811397** and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here:

<https://www.legislation.gov.uk/uksi/2018/634/contents/made>

You can find out more about ABTOT here: <https://www.abtot.com/>

10. Prices quoted are based on exchange rates and operating costs at the time of booking. It is always our intention to avoid surcharging our clients. We are happy to advise the best currency to use to reduce the risk of any exchange rate surcharges being imposed. However, we reserve the right to levy transport, fuel, park/trekking fees and/or currency surcharges following significant fluctuations. No other surcharges relating to operating costs will be introduced, unless it becomes necessary for reasons beyond our control. Surcharges, if any, will be invoiced and you are liable for the increased costs. Failure to pay the surcharges will be treated as a cancellation of the booking by you and our standard cancellation charges will apply. No surcharge of less than 2% will be levied. If, however, the surcharge exceeds 10% of the price quoted at the time of booking you are entitled to change to another trip if this can be arranged, or cancel the trip and obtain a full refund after deduction of administrative costs. We will not accept any responsibility for costs incurred over and above those shown as included on your invoice.

11. Complaints: It is the desire of trekMountains to resolve complaints locally and immediately. If this is not possible, complaints must be made in writing directly to us within 15 days of your return from the trip. The upper limit for any claim is £2,000 per person, and up to a maximum of £10,000 per booking. This agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and the exclusive jurisdiction of the courts of England and Wales.

12. The Nature of the trips: Some of our trips operate in remote and exciting parts of the world where risks including, but not limited to, increased risk of injury, limited medical facilities, problems associated with mountain travel, accident, loss of property, adverse weather, discomfort and delay are higher than at home. In some destinations the standards of health and safety and local regulations are not as robust as is expected in, for example, Western Europe, North America or Australia.

You travel at your own risk, and we are not to be held responsible or liable for any accident to you or to your property, unless caused by our proven negligence. Delays and unexpected cancellations can happen, meaning loss of time or changes of itinerary. Such alterations and additional expenses are possible, and expenses incurred will be your responsibility. Similarly, our suppliers may withdraw facilities that were advertised as available without letting us know in advance of your trip. We cannot be held responsible for such situations, nor are we liable to refunds or compensation. This is all part of this type of adventure travel. The need for flexibility is an important part of these trips. Your booking is accepted on the condition that you understand and accept all these elements of adventure travel.

13. Insurance: It is a condition of booking that you are adequately covered by insurance, which must cover the altitude and activities in your itinerary, and the cost of evacuation by helicopter and repatriation if you are unable to continue. You must declare any pre-existing medical conditions to the insurance company. You are strongly advised to take out appropriate insurance at the time of making the booking, to safeguard your payments should you subsequently have to cancel for an insured reason.

We require a signed insurance declaration form from all participants prior to the issue of final joining instructions.

If a group insurance form has been completed, the lead name on the form is responsible for ensuring that the details are correct and that all participants named on the form have declared their pre-existing medical conditions to their insurance company.

In all cases, extra costs incurred as a result of premature departure from the trip, for example, but not limited to, rescue, medical, food and accommodation costs for themselves and support staff, are the responsibility of the client. It is a requirement of participation on a trip that you carry a credit card with funds to meet these costs at the time of them being incurred.

14. Trip leader authority for guided trips: When you book you agree to accept the decisions of the trip leader or local guide who represents trekMountains. If in their opinion your behaviour, performance or presence is detrimental to the safety and welfare of the group, they may ask you to leave at any stage, without any right to refunds or compensation.

15. Information: Any information given by us in regard to visas, vaccinations, insurance, climate, clothing, special equipment, topography etc is done in good faith and without responsibility on our part.

16. Unused parts of the trip: No refund or compensation will be made or given for any unused accommodation, travel or other element of the trip.

17. Booking conditions: These booking conditions and any agreement to which they apply are governed in all respects by English law. We reserve the right to update the booking conditions and itineraries. Prior to departure, please check that you have read the latest version of these which will be displayed on our website.

GENERAL NOTES

Medical issues: We require a signed medical declaration form from all participants prior to the issue of final joining instructions. A reasonably high standard of physical fitness is essential before embarking on a trekking holiday and it is your responsibility to ensure that you are fit and experienced enough to undertake such a trip. For treks into remote regions you should also understand that medical assistance may be limited. You are advised to have a thorough medical and dental check-up before your trip. You may need specific immunisations and / or take precautions against malaria when visiting some countries, and it is recommended that you check the website <https://www.nhsinform.scot/healthy-living/travel-health/travel-health-and-vaccinations/> and <https://travelhealthpro.org.uk/countries> for more information on this. You should read the detailed itinerary description of the trip carefully before booking a trip, and if any further information is required you should contact the trekMountains office.

Baggage: Your baggage allowance for portage is 12kg maximum for Himalayan and East African trips.

If your trip involves internal flights, check what the baggage allowance is for your trip.

Single supplements: Single accommodation may be available for some trips. Please contact us for a price if you require single accommodation.

Entry requirements: You should check the **entry, passport and visa requirements** for your trip with the travel advice issued by your government. Please refer to the embassy website of all the countries you are visiting for the latest information.

Please ensure that your passport has the correct number of days validity at the **end** of your travels for all the countries that you are visiting, or you may be denied travel.

Any required applications for visas are your responsibility (apart from trips to Bhutan - our agents will arrange your Bhutanese visas for you).