

# Tracks n Trips Terms and Conditions

Tracks n trips, Company Registration number 02687915, Registered Address 3 The Glebe, Albrighton, Shropshire, WV7 3EF, England is hereinafter called "the Company" or "we". All holidays and short breaks offered by the company are sold subject to the following conditions:

1. To make a booking you must send us a signed Booking Form and the appropriate deposit. On receipt of this we will invoice you for the balance of the cost, which is due for payment 9 weeks before departure. Where the booking is made less than 10 weeks before departure, the full cost of the holiday must be made on booking.
2. If you wish to cancel your holiday more than 9 weeks before departure, you will lose your deposit.
3. If you cancel your holiday less than 9 weeks before departure, you will be liable for the following cancellation charges:  
Between 43 and 63 days before departure 40 per cent of the cost of the holiday including any supplements;  
Between 29 and 42 days before departure 60 per cent of the cost of the holiday including any supplements;  
Between 15 and 28 days before departure 80 per cent of the cost of the holiday including any supplements;  
14 days or less before departure or if you fail to join the holiday 100 per cent of the cost of the holiday including any supplements.  
You are advised to insure against irrecoverable cancellation costs.
4. If you do not pay the balance of your holiday cost at the specified time we reserve the right to cancel your holiday without any refund or credit and you will be liable for the cancellation charges as in 3 above.
5. If we cancel the holiday we will if possible offer an alternative but if this is not possible or acceptable we will refund all monies paid, but we will not be liable to refund to you any costs you may have incurred as a result of your booking (eg. Vaccinations, train tickets, car parking).
6. When part of the holiday cost is payable as a local payment, this payment must be made on the first day of the holiday to the trip leader or appointed agent. If you fail to make this payment at the appropriate time, the leader may exclude you from the rest of the trip, including the walks, the return transfer to the airport and evening meals.
7. Prices may be changed due to circumstances beyond our control, for example changes in the exchange rate, increases in transport costs, or taxes. If the cost of the holiday increases by more than 10 per cent, you have the right to cancel and obtain a full refund of all monies paid to the company provided that you notify us in writing within seven days of receipt of the notification of the price change.
8. There is a general indication in this brochure of the itinerary for each holiday, the type of accommodation, and what is included in the holiday. Before you depart we will send you the definitive information about the holiday.
9. Any information or advice given by the company regarding visas, vaccinations, climate, clothing, equipment, baggage etc. is given in good faith but without responsibility on behalf of the company and the passenger accepts responsibility for obtaining any necessary visa and travel documents required.
10. For holidays abroad the time of departure and return may vary by up to 24 hours from that stated.
11. Your booking is accepted on the understanding that you are aware of the risks involved in walking, and accept the philosophy of this kind of holiday which may include some inconvenience and discomfort and a degree of on tour flexibility. The outline itinerary must be taken as an indication of what each group should achieve and not a contract to deliver. The group leader will have the flexibility to change the itinerary because of weather conditions, well-being of any individual in the group, sickness, or other unforeseen circumstances. Delays and alterations and their result, such as inconvenience, discomfort or disappointment, are possible.
12. Before you come on holiday you must be covered by insurance, which must include adequate cover for baggage, medical expenses and the cost of repatriation should you become ill. This condition does not apply to short breaks in the UK.
13. Our responsibility does not commence until the appointed time at the designated point of joining the group. If you fail to arrive at the appointed time we shall not be responsible for any additional expenses incurred for you to join the group.
14. If there is any delay to any flight, we shall not be responsible for providing food and accommodation for the duration of this delay. We shall not be responsible for any consequent amendment or curtailment of planned itineraries, which result from such delays. Neither is the company liable to provide alternative itineraries, accommodation, services or staff if a passenger is unable or unwilling to participate in an itinerary outlined for a tour.
15. If you have any complaint about the tour, you should make it known at the earliest opportunity to the leader and put your complaint in writing. The tour leader will normally be able to take appropriate action. If you are not satisfied with their response and you feel your enjoyment of the tour is likely to be significantly affected, you should notify Head Office and we will do our best to resolve the problem. If at the end of the tour, you feel your complaint has not been properly dealt with, we will try and agree a settlement with you, but you must first notify us of your complaint in writing within 7 days of your scheduled date of return. Any disputed and unresolved complaint may be referred to arbitration.
16. The company will not accept liability for the negligence of its own employees or agents causing direct physical injury to passengers only to the extent that it is obliged to do so under English law. We shall not be held responsible for any other mishap to yourself or your property, in particular the consequences or effects of flight cancellations, strikes, wars, riots, robbery, sickness, quarantine, Government intervention or other such happenings. You are strongly advised to insure yourself against any possible risk that may occur.
17. The company shall not be liable for any damages caused by the total or partial failure to carry out the contract if such failure is attributable to the passenger, is unforeseen or unavoidable and attributable to a third party, a result of unusual and unforeseen circumstances and beyond the control of the company.
18. Where the company is found to be liable for damages in respect of its duty to carry out the contract, the maximum amount of such damages will normally be limited to the price of the holiday. Where the damages relate to the provision of transport by air, sea or rail, or hotel accommodation, any compensation payable will be further limited by the Warsaw Convention, as amended by the Hague Convention 1955 (air), the Athens Convention 1974 (sea), the Berne Convention 1961 (rail) and the Paris Convention 1961 (hotel accommodation). Any independent arrangements you make are not part of the tour and are at your own risk.
19. Any flights forming part of the holiday are subject to the conditions of the carrying airline, which in most cases limit the airline's liability to the passenger in accordance with International Law and conventions.
20. Any likeness or image of you secured or taken on holiday may be used by the company without charge in all media for bona fide promotional or marketing purposes.