

1. Booking

- 1.1 To make a booking you must be over 18. We require a completed booking form and a deposit for £500. You may also choose to pay the full amount at the time of booking.
- 1.2 On receipt of your booking we will issue a confirmation invoice. Please check this confirmation invoice carefully and inform us immediately if anything is incorrect.
- 1.3 Full payment must be received 90 days before the departure of the holiday. Failure to do so may result in your place being given to the next person on the waiting list and your deposit being forfeited.
- 1.4 Payment must be by cheque – made payable to 'Extreme Adventure Kids Ltd'
- 1.5 Waiting lists for each trip may be filled at any time after 1st August 2008 by telephone, email or postal mail. Waiting lists are until the cost of the trip is published, when we will contact you to confirm the booking. Putting your child's name on a waiting list does not bind either party into a contract of any kind. All payments will be held in a secure account until after the trip.
- 1.6 Flights are ATOL protected.

2. Cancellation

- 2.1 Extreme Adventure Kids must be notified immediately in writing if cancelling. Follow up of cancellation by telephone is required.
- 2.2 Where cancellation of a trip occurs more than 90 days before the departure of a trip you will be reimbursed any payments less the deposit of a non-UK based trip and 50% of the full amount of a UK based trip.
- 2.3 Where cancellation of a trip occurs up to and including 90 days before the departure, Extreme Adventure Kids will limit cancellation penalties to £270 should the holiday be cancelled due to the following unforeseen circumstances:
 - > Sickness, bodily injury or death to the adventurer. A doctor's certificate must be produced stating diagnosis and verifying necessity of the cause of cancellation.
 - > Death of a member of the adventurer's immediate family (defined as parent, legal guardian, step-parent, grandparent, brother, sister, step-brother or step-sister). A doctor's certificate must be produced.
- 2.4 Extreme Adventure Kids will not exempt cancellation penalties due to cancellation caused by or arising from:
 - > Any pre-existing medical condition or injury.
 - > Intentional self-injury of the adventurer, nor direct or in-direct injury resulting from wilfully unsafe or disruptive behaviour by the adventurer.
 - > Mental or emotional disorders unless hospitalised.
 - > Adventurer's parent or guardian can no longer afford to meet the final payments.
 - > Conditions caused by high altitude including illnesses exacerbated by high altitude and an inability to acclimatise.
 - > Any other situations except for those outlined in 2.3 above.
- 2.5 Extreme Adventure Kids activities are pre-booked in advance of the departure date and hence if the adventurer suffers sickness or injury during a trip we will not be able to reimburse costs of any nature. We will not be held responsible if an adventurer misses an outbound flight. In this instance the cost of the trip will be forfeited and we will not reimburse any costs. It is unfortunate that we will not be able to collect a child joining the group if the outbound flight is missed due to jeopardising the itinerary and duty of care of the other children on the trip.

3. Complaints

Any complaints should be made in writing on a complaints form which may be obtained on request from head office via email or postal mail. Failure to notify us within 14 days of an occurrence does not give us the opportunity to take appropriate action and may seriously affect your legal rights. We will not be responsible for complaints made in excess of one month after the occurrence. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days. It is highly unlikely that you will have a complaint which cannot be settled immediately.

4. Medical Conditions

It is a condition of this booking form that any pre-existing medical conditions and dietary requirements are disclosed and at the time of application you know of no reason which may prevent the adventurer from fully participating in all the events of the trip.

5. Our Responsibilities

We are responsible for ensuring that each trip is provided as it is described in the brochure. In booking an adventure you are accepting and agreeing that all preventative measures will be taken by our experienced staff to reduce risk of injury or serious harm to adventurers whilst they are in our care. The services and facilities included in the child's adventure will be deemed to be provided with reasonable skill and care and will comply with local regulations. For claims which involve serious injury during the child's adventure, we will accept liability only if we or our providers fail to satisfy the obligations detailed above. Adventurers will be asked to sign a contract of 'Safe Behaviour' before they depart on a trip. Failure to read and agree to these conditions will prevent the adventurer from travelling with Extreme Adventure Kids. We will accept liability for matters which arise as a direct result of negligence and/or breach of our contractual duty of care. We will not accept liability for matters that concern sickness, injury or death due to a child's inability to apply and act upon their own common sense. We will not be liable for any damage, delayed, lost or destroyed baggage on flights. We will do all we can to assist on the recovery of baggage but it will ultimately be your responsibility to inform the airline and process any claim.

6. Booking Changes

We hope and expect to provide you with all the services we have confirmed at the time of booking, however we plan arrangements a long time in advance of each holiday using independent suppliers over whom we have no direct control. It is the case that on occasions that changes need to be made and we reserve the right to make these. Most of the changes would be minor however if we consider these to be a significant change we endeavour to inform you as soon as possible. We consider a significant change to be where there has been a change of accommodation of a lower category, change of activity or a change of flight time more than 12 hours. In the case of you being advised of a significant change before your departure we will provide you with three alternatives:

1. Accept the alternative offered (or at additional cost if applicable)
2. Cancel the holidays with full refund, less £270 (including a £20 administration fee).
3. Reimburse the cost of the activity which has been cancelled.

We will not be liable to pay any compensation if we are forced to cancel or in any way change the adventure as a result of situations out of our control. For example: technical problems with transport, changes imposed by rescheduling or cancellation of flights by an airline or main charter, the alternation of the airline or aircraft type,

war, or threat of war, civil strife, industrial disputes, natural disaster, bad weather or terrorist activities. In the event of cancellation of any of these circumstances we shall be under no liability to you other than to refund all payments less £270 (including a £20 administration fee).

7. Public Safety Standards

We cannot be held responsible for failure of public services e.g. water or electricity which are beyond our control. We will make every effort to ensure the failure or disturbance is corrected as quickly as possible. It is the requirements and the standards of the country we are staying in which apply to those services, and not of those in the UK. These requirements and standards will not be the same as the UK and may be lower.

8. Surcharges

The price of holidays may increase due to surcharges on the following items; government action, currency, fuel charges, airport charges, visas and airfares. In the event of an increase we reserve the right to levy a surcharge. If this means paying more than 10% on the adventure price, you will be entitled to cancel the holiday and receive a full refund less £270. Please see details on cancellation in section 2 of this policy.

9. Health and Safety

In the interest of safety, all adventurers must agree to abide by any decision or instruction given to them and must be physically fit to take part. They must be able to swim 50 metres unaided if participating in water sports. We do not guarantee to provide all of the sports nor any one particular sport listed. In the interest of safety, what we do will depend entirely on the weather, for example in heavy rainfall or snow blizzards.

10. Waiting Lists

How do the waiting lists work? Our waiting lists function in two ways:

1. If a trip is over-subscribed then we will contact you when we receive your booking and put your child next on the waiting list. If there is a cancellation we will contact you straight away. Please note your deposit cheque will not be banked until an available place has been offered to your child and you have accepted it in writing.
2. Whilst we are waiting to confirm the cost of an adventure it is possible to put your child's name on a waiting list to reserve a place for your child. As soon as the trip is open for bookings we will contact you straight away to confirm that you would like to take your reserved place. No deposit is required to put your child's name on a waiting list.

11. Acceptance of Booking Conditions

By signing the booking form you are accepting these terms and conditions. Further details on our health & safety policy and our privacy policy are available from our website.

These supercede previous terms as of January 2009.