



Sunrisetreks - Booking Conditions

These Booking Conditions form the basis of your contract with Sunrisetreks. They set out our respective rights and obligations, please read them carefully before booking your course or holiday with us. In the case of extremely adverse or dangerous UK weather conditions we will attempt to provide a mutually suitable alternative itinerary or re-schedule. **Be assured that Sunrisetreks will always endeavour to be fair and flexible.**

1 - Booking procedure

To make your booking, each person must complete and sign our booking form. The booking is subject to these booking conditions. Each client will be responsible for all payments due in respect of the arrangements purchased. The booking form must be forwarded by post (not email) together with a deposit of £100 except UK courses £50, or 25% of the full cost whichever is the greater; unless booking 4 weeks or less before departure, in which case full payment should be made at the time of booking. In the case of UK walks and courses the outstanding balance may usually be paid on the day, if agreed in advance. Upon receipt of your booking form and appropriate payment we will confirm your booking by issuing a letter of confirmation and invoice. A binding contract between us comes into existence when we dispatch our confirmation letter and invoice to you. All bookings are subject to availability. It is important that you check the confirmation letter and invoice upon receipt and raise any queries immediately. Queries that are not immediately raised may not be capable of correction or, where they are, may incur an additional administration fee. It is your responsibility to ensure that all details contained in the letter of confirmation and invoice are correct. If payment is not received in full and on time, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out below will be payable. You may pay by cheque (UK bank or building society); sterling bankers draft or cash (sterling). In the event of dishonour of any cheque we will charge £25.00 to cover our administration costs.

2 - Insurance

Due to the potential dangerous nature of adventure courses/holidays, you must be adequately insured for all holidays/trips outside the UK. It is a condition of your contract with us that you are fully insured **in respect of full medical treatment and repatriation, including mountain/helicopter rescue**, (this is in addition of any EHIC). It shall be your responsibility to ensure that you are properly insured in accordance with the activities you intend to partake in. For all courses and holidays whether in the UK or elsewhere, you are strongly advised to obtain insurance that will also cover;

- cancellation and/or curtailment of holiday;
- loss or theft of personal effects;
- hospital benefits;
- personal accident;
- personal liability;
- travel delay;
- legal expenses.

You must be able to produce evidence of your insurance policy before we will let you partake in an activity. We reserve the right to exclude you without compensation or refund if you fail to provide us with any information required regarding your insurance or if we are reasonably of the view that the insurance arrangements you have made are not adequate. You agree to indemnify us from any claim whatsoever arising from your failure to comply with this condition.

3 - Changes/Cancellation of your course/holiday by you

Should you wish to make any changes to your course/holiday after we have issued your letter of confirmation, you must advise us in writing. Whilst we will always endeavour to assist, we cannot guarantee we will be able to meet any such requests. Should you wish to cancel your course/holiday after the letter of confirmation has been issued, you must immediately advise us in writing. Cancellation charges will then be payable as set out below to compensate us for the cost of making your booking and the risk we may be unable to re-sell your cancelled arrangements. These charges are calculated from the date written notice of the cancellation is received by us as a percentage of the total price payable and any amendment charges which are non refundable in the event of your cancellation. The person who signed the booking form is liable to pay any cancellation charge payable under this clause.

Period before departure within which written notification of cancellation is received by us.	Cancellation charge
More than 30 days	Deposit
30 - 15 days	50%
14 or less days	100%

4 - Changes/Cancellation by Us

We shall do our utmost to avoid making changes to your course or holiday however sometimes these are unavoidable, both before and after confirmation. We reserve the right to alter, modify or cancel the course or holiday and do not accept any liability or responsibility for any for any circumstances, matters or events, which are unforeseen, or outside our control. Such events may include war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control. If we make significant changes or cancel the course/holiday we shall offer alternative arrangement (if the course/holiday is less expensive than the original one, we will refund the difference, if it is more expensive, you will have to pay the difference) or a full refund of any monies paid. No further payments will be made.

Sunrisetreks - Booking Conditions

5 - Our Obligations

Sunrisetreks leaders undertake to provide services in accordance with their training, qualifications and experience. We accept responsibility for ensuring that all parts of our contract with you are properly performed subject to the following exceptions. We cannot accept liability where any failure to perform or improper performance was due to: - the act(s) and/or omissions of the person(s) affected or any member(s) of their party or those of a third party not connected with the provision of your course/holiday and which were unforeseeable or unavoidable or an event which either ourselves or the supplier of the services in question could not have foreseen or forestalled even with all due care. Sunrisetreks may accept liability for the negligence of its staff causing you injury or death only to the extent that it is obliged under English law and shall not (subject to any statutory requirement to the contrary) be liable for any injury, death, loss or damage caused by other persons. We shall not be liable for any uninsured losses of your property, nor for any illness, injury or death sustained during any course or holiday. We do not give any assurance or make any prediction as to the success or otherwise of any particular event including, but not limited to, reaching a summit or other specified goal in the event of a course/mountaineering expedition or holiday being undertaken.

6 - Your obligations

You are advised to consult with your general practitioner in connection with any existing or previous condition, which may impact upon your ability to take part in your course/holiday. For your safety we ask that any such condition should be disclosed to us at the time of booking and to your insurance company. By signing the booking form you undertake and confirm to us that your mental and physical conditions are sufficient and fit for the purpose of joining in and participating in the course/holiday you have booked. You will not be entitled to any refund or compensation in the event of withdrawing during your course/holiday, due to health, personal or other reason. If you withdraw prior to departure, the cancellation charges as set out in these Booking Conditions will apply. When you book a course/holiday with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be made at the time to ourselves or the third party concerned. If you fail to do so, you must indemnify us against any claims (including legal costs) subsequently made against us as a result of your actions. We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority you or any of your party behave in such a way as to cause or to be likely to cause distress, danger or annoyance to any third party (including other clients) or damage to property, we reserve the right to terminate the course/holiday of the person concerned without notice. In this situation, our responsibilities towards that person (including any return transport arrangements) will immediately cease and we will not be responsible for meeting any costs or expenses they may incur as a result. We will not make any refunds or pay any compensation. Whilst we maintain high professional standards of client care and safety, you must realise that you accept and acknowledge that walking/mountaineering, climbing or expedition holidays and courses of the nature arranged by us are by their nature likely to involve actual risk of and danger to life as a consequence of, amongst other matters, hazards of travelling, accident, illness forces of nature and the like. Such hazards may endanger your life. You must give careful consideration to this before making your booking.

7 - Complaints

In the event of any complaint arising during your course/holiday, you must immediately notify our leader or representative who will offer such assistance as they are able. If you are still not satisfied on your return home, you must write to us with full details of your complaint within 14 days of the end of your course/holiday. For all complaints and claims, which do not involve personal injury, illness or death, we regret we cannot accept liability to fail to notify the complaint or claim entirely in accordance with this clause.

8 - Flights

We do not arrange the flight element of your holiday. It is your responsibility to make these arrangements and to ensure that your flights coincide with your required dates of arrival and departure. We do not accept any liability for any curtailment of your course/holiday by reason of any delay arising from your flight arrangements. We regret that we cannot offer any assistance in the event of delay of your outward or homeward flight. If airport transfers are included in the price, then they are only at the specified times. If you cannot get to the airport for that time or your flight is delayed then you are responsible for all cost incurred before you join the group.

9 - Special requests

If you have any special request, please clearly note it on your booking form. Only requests relating to services or facilities provided directly by Sunrisetreks can be guaranteed (provided the request has been confirmed in writing.) Unless we have agreed in writing to provide such a service or facility, failure to meet any special request will not be breach of contract on our part. We will pass on requests to suppliers or other service providers but we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part.

10 - Passport and visa requirements

We regret we cannot accept any liability if you are refused entry onto any flight or into any country due to failure on your part to carry the correct passport, visa or other documents required by any airline or authority. It is your responsibility to ensure that you have the correct travel documents necessary for your course/holiday.

11 - Descriptions and content of brochure

All information contained within our website, brochure and other publicity is for guidance only. Whilst making every effort to ensure accuracy, we cannot be responsible for any inaccuracies or alterations beyond our control. We have given all such details, information, descriptions and details in good faith and any changes are likely to be of a minor nature and should not affect enjoyment of your course/holiday.

12 - Governing law and jurisdiction

Your contract with us is made in England and shall be governed by English law. You submit to the exclusive jurisdiction of the courts in England and Wales.

Please complete and forward page 3 of the booking form to

Steve Sampson
Sunrisetreks
1 Croston Close
Widnes
WA8 4HQ



Sunrisetreks Mountain Adventures - Booking form

Name of trek/course		Date	Price
PLEASE GIVE DETAILS AS PER YOUR PASSPORT			
Title	Date of Birth	Occupation	
First Name	Middle Name	Surname	
Address		Daytime Tel.	
		Evening Tel.	
		Mobile	
		Email	
Postcode			
Passport Details: (must be valid 6 months after return date). Not needed for UK courses			
Number		Expiry Date	Issue Date
Nationality		Place of Issue	
Next of Kin	Relationship	Contact Number	
Address if Different			
Medical - Do you have any special medical needs or allergies that you feel we should be aware of YES / NO If yes, please provide details		Do you have any special dietary needs YES / NO If yes, please provide details	
Previous Experience - Please give a brief outline of your walking, climbing or mountaineering experience, with an outline of what would you hope to gain from this trip.			
PAYMENT Deposits £100 except UK courses £50, (Or 25%, whichever is the greater).			
I enclose a cheque Payable to Sunrisetreks (Balance payable 4 weeks before departure)			Total £
Declaration of Insurance and Booking Conditions. Please read carefully before signing. I have read and agree to the Booking Conditions. I am aware of my responsibility to take out appropriate insurance.			
Signed	Print Name	Date	
Please let us know where you heard about Sunrisetreks			

No information provided by clients is shared with, or disclosed to any other parties.