

Booking Conditions

Please read carefully

1. THE CONTRACT

Bookings are made through Wilderness Adventure (also trading as Husky Holidays and Dog Sledding), of Bwlch y Gwynt, Capel Uchaf, Clynnog Fawr, CAERNARFON, LL54 5DH, wholly owned by John Kilbey. Wilderness Adventure, also referred to as we, acts as a booking agent on behalf of the client to third party suppliers (guides and guiding companies), referred to as the principal. The person signing the booking form, referred to as the client or you, warrants that he/she has full authority to do so on behalf of all persons whose names appear on the booking form, and confirms that all such persons are fully aware of and accept these conditions.

2. GENERAL

The tours and adventures are run by numerous differing principals with their own individual terms and conditions. Before you, the Client, commit to any travel arrangement we propose, we will inform you of the booking conditions that apply to your individual adventure should they vary greatly from our own. In the absence of any other booking conditions these here will apply.

3. CONTRACT

2. By making a booking, the client enters into a legally binding contract with the relevant principal which is subject to the terms and conditions of that principal. For the avoidance of doubt, Wilderness Adventure shall not be responsible for any default or failure in any supply by any principal or for any loss, claim, cost, damage or injury incurred by the client (directly or indirectly) as a result thereof.

4. BOOKING PROCEDURE

To book a place the client must complete and sign a booking form and deliver it to Wilderness Adventure together with a deposit of between £250 and £500, according to holiday booked. Assuming places are available, the client will then receive a receipt as confirmation of booking. No contract is in place until the client receives this confirmation of booking.

5. PAYMENTS

The final balance on all tours is due 70 days before departure unless otherwise specified. If payment is not received by the specified date, we reserve the right to cancel the Client's booking and forfeit the Client's deposit.

6. CANCELLATION BY CLIENT

Any cancellation must be made in writing. Charges will apply according to the date upon which the notice is received. Cancellation more than 70 days before departure - loss of deposit. Cancellation between 70 to 50 days before departure - 50% of total. Cancellation after 50 days before departure - 100% of total cost. If any of our Principals have cancellations conditions exceed these you will be advised of these at the time of booking.

7. CANCELLATION BY US

In the unlikely event of a cancellation of a holiday or tour by Wilderness Adventure or the principal the client will be entitled to a full refund of all monies

paid to that date, excepting any insurance premiums paid. No other compensation will be allowed.

8. FLEXIBILITY

Whilst every effort will be made to adhere to the planned itinerary, it must be realised that with this type of adventurous travel, changes may occur, for which Wilderness Adventure accepts no responsibility, however caused. Wilderness Adventure and the principal gives any itinerary as an indication as to what the group may accomplish and not a contractual obligation

9. PRICES

Overall costs can be altered by external factors affecting exchange rates, airfares, transportation and accommodation. Wilderness Adventure reserves the right to alter the price of any holiday where Wilderness Adventure cannot absorb these costs. You will be notified more than 30 days before departure of any variation. Should any variation exceed 10% you will be given the option to cancel within 7 days of receipt of notification.

10. ACCEPTANCE OF RISK

The client acknowledges that the nature of the tour is adventurous and that such tours may involve a significant amount of personal risk. Such risks include injury, disease, loss or damage to property, inconvenience, and discomfort. The client acknowledges and accepts such risks.

11. AUTHORITY ON TOUR

The tour leader will do their utmost to ensure that any problems are solved for the benefit of the group as a whole. Signing the booking form signifies your acceptance of the leader's authority to make decisions affecting the group or individuals. A leader may require an individual to leave the group if he believes that person's health is at risk, if an illegal act is committed, or their behaviour becomes detrimental to the safety, enjoyment and well being of the group. Should a leader take such action, that person would not be entitled to any refund. Similarly, a client leaving a tour en-route will not be entitled to any refund unless agreed to by the principal.

12. TRAVEL AND GROUND ARRANGEMENTS

The principal will do its best to minimise the effects of matters outside its control but cannot accept any liability for the matters which include political disputes, border closures, refusal of visas, industrial action, climate, strikes, industrial action, wars, riots, sickness, quarantine, government intervention, weather conditions, or other untoward occurrences.

13. FLIGHT BOOKINGS

Any separate flight bookings are subject to the booking conditions of the airline, agent or ATOL operator. Those made through an ATOL agent will have the protection of their ATOL. Those made direct with the airline or airline agent will be subject to the condition of Wilderness Adventure acting as ticket provider and we cannot be held liable for any non-delivery of the service booked

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14. ILLNESS OR DISABILITY

Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment required during the tour. Failure to make such disclosure will constitute a breach of the booking conditions and may result in such persons being excluded from the tour in which case all monies paid will be forfeited and we will not be liable to offer any compensation whatsoever.

15. PERSONAL INSURANCE

The client must take out suitable travel insurance in order to take part in any tour booked through Wilderness Adventure. Clients are wholly responsible for arranging their own insurance. A suitable insurance policy should provide adequate cover for medical expenses arising through illness or accident prior to or during the holiday and loss of holiday monies through cancellation and curtailment of the holiday for insurable reasons. Clients must ensure that there are no exclusion clauses limiting protection for the type of activities in their tour. We may require documentary proof of the insurance policy - which must have full cover for the activities planned and include cover for medical costs, emergency rescue, repatriation and cancellations. Wilderness Adventure cannot be held responsible should a client travel without suitable insurance.

16. TRAVEL DOCUMENTS

The client must be in possession of a valid passport and all visas, permits and certificates, including vaccination certificates, required for the whole of the journey and the client accepts responsibility for obtaining the same. Any information or advice given by Wilderness Adventure on visas, vaccinations, climate, clothing, baggage, special equipment etc is given in good faith but without responsibility on the part of Wilderness Adventure.

17. TOUR DESCRIPTION

The tour description, including itinerary, maps, local area, wildlife, local sights and features, is the responsibility of the principal. Wilderness Adventure undertakes to verify the accuracy of any description but cannot be held liable for any omissions or items not as described as only the principal has full control over the delivery of the holiday as described and first hand knowledge of that environment.

18. AGE, FITNESS AND PARTICIPATION

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen tour as described in the itinerary provided. No unaccompanied minors (i.e. those under 18 years of age) can be accepted on tours offered by Wilderness Adventure, however children may travel provided that they are accompanied by a parent or a guardian who accepts full responsibility for them and subject, in all cases, to the ultimate discretion of the principal and Wilderness Adventure.

19. CONSUMER PROTECTION

Wilderness Adventure fully undertakes to protect any deposits and balances held on behalf of the client until they are passed onto the principal operating the holiday. All payments are held in a Trust Fund account. We cannot however be held liable for the solvency of any principal unless we are aware they have a problem.

20. LIMITATIONS OF LIABILITY

The client acknowledges that all tours are potentially hazardous and involve an element of personal risk. The client therefore specifically acknowledges that the company, its staff and agents carry no liability for any loss, damage, injury, expense, delay or inconvenience arising from any hazard or risk. Wilderness Adventure will only accept liability for its own actions and not for the actions, negligence or otherwise of the principals who are responsible for the execution of the tour as described. Liability is specifically excluded for all indirect or consequential loss or expense including loss of profits.

21. CLAIMS AND COMPLAINTS

If a client has a complaint against any principal the client must first inform the tour leader or company representative of that principal whilst on the tour in order that the leader or representative can attempt to rectify the matter. Should the matter not be resolved whilst the client is still on tour then the client should inform Wilderness Adventure in writing details of the complaint within 21 days of the end of the tour. Wilderness Adventure will then act upon your behalf to resolve the issue acting on behalf of the client and not the principal.

22. CONTRACT TERMS

Any dispute or resolution to these booking conditions or incident which arises on a holiday will be subject to the law of the country in which the principal is based. Any dispute with Wilderness Adventure will be subject to English law. When making your booking it is implied and accepted that the client has read and understood all these booking conditions and agreed to abide by them.

23. CHANGES AND ALTERATIONS BY CLIENTS

If clients need to make changes or alterations to their booked itinerary we and the principals will do our utmost to accommodate those changes. However, changes may not be possible and will be subject to fees according to the administration work involved. We reserve the right to charge up to £50 per person for any post booking alterations.

24. DATA PROTECTION

Wilderness Adventure stores and protects the personal data supplied by the client on the booking form for the purposes of fulfilling the contract between us and the client. Some of the client's details, particularly relating to diet and health, will be passed onto the principal in order that the tour is satisfactorily completed. This information will NOT be passed to any other third parties. We may use your contact details to contact you from time to time.