

# **Adventure Café Charity/Corporate Participant Terms & Conditions**

Adventure Café Terms & Conditions are set out in line with The Package Travel and Linked Travel Arrangements Regulations 2018. These Terms and Conditions form a contract that is governed by English Laws and falls under the jurisdiction of English Courts. Our services are provided by Adventure Cafe Ltd (AC). Head office is Adventure Cafe, Unit 14b Creech Mill Industrial Estate, Mill Lane, Creech St Michael, Somerset, TA3 5PX.

1. For participants travelling outside of the UK, of from overseas, they **must be covered by appropriate travel and activity insurance** before joining the challenge. It is the responsibility of each participant to organise appropriate cover and to hold a GHIC card. Make sure that your policy covers for the activities and countries included in the provision of our services. Adventure Café or other representatives may request to see participant travel and/or activity insurance documents at any time. Personal activity insurance for events in the UK may also be considered for participants coming from the UK.
2. Low Level Walks, Hillwalking, Mountain Walks and any other Adventure Sport Activities to include self-guided walks or cycle rides with marshal and/or vehicle support are all inherently hazardous activities. During the provision of our services, participants undertake to follow the instructions given by Adventure Café leaders/marshals. Our leaders/marshals are professionals in their fields and any decisions made by them must be adhered to. Participants may experience injury as these potential risks are inherent within the type of activities that Adventure Cafe operates. **If participants do not follow the leader/marshal's instructions, and behaviour is dangerous, or irresponsible, then participants may be requested to leave, with no cost penalty and no further responsibility due from Adventure Cafe.**
3. Within the adventurous activities that we provide, there is a possibility that clothing or equipment may suffer some damage and this is the responsibility of the participants concerned.
4. For many of our itineraries, a minimum level of fitness is expected, and Adventure Cafe will provide a relevant training plan to help you prepare. In joining on to any of our adventurous activities, an appropriate level of competence is expected in relation to the technical skill base of the activity. For your own wellbeing and safety, as well as that of the others in your group, your leaders/marshals may decide that lack of fitness or skill levels mean it is unsafe or unwise for you to continue with your activity. Other than our support vehicle coverage, if any of our pre-existing transport/transfer provisions cannot be utilised then onward travel would be your responsibility, and you will be responsible for any costs involved. If your activity is cut short due to participant lack of fitness, no refund will be due. Adventure Café will assist you as best as practicably possible, however any additional costs incurred by Adventure Café such as additional overnight accommodation, meals and transport arrangements will be billed to all relevant participants.
5. Alterations in the itinerary may be a frequent occurrence. Working with local transfer operators, timetables can slip, road conditions can be variable, weather can interfere with a schedule, as well as many other factors. Hence alterations to the itinerary are common. Your leaders/marshals will attempt, in conjunction with the local operators acting on behalf of Adventure Café, to conduct operations as faithfully to our services scheduled as is reasonably possible. The safe operations of our services takes precedence over completing any aspect of the itinerary.
6. If alternative accommodation or transport needs to be sourced due to an enforced significant route change whilst on the itinerary, caused by extreme or inclement weather or other unforeseeable circumstances outside of Adventure Café's control (e.g., closed routes, cancelled coaches, road traffic accidents, Force Majeure). Adventure Café will make arrangements to ensure the group are appropriately and safely transported or accommodated within resources available. In this instance, Adventure Café will endeavour to find the best options available for emergency accommodation, meals or taxis in discussion with the participants. Payment of these additional elements required will be the responsibility of participants.
7. In the event of a participant becoming ill or injured whilst under our supervision, Adventure Café will assist the person as far as practicably possible. Any costs incurred to Adventure Café will be billed to the participant.
8. Adventure Café will request participant next of kin & medical information to allow our team to make informed decisions in the case of an emergency. In a case where there is any doubt about an individual's suitability to participate, Adventure Café will liaise with the participant and request that they supply confirmation from their GP of their suitability to partake in relevant activities.
9. Adventure Cafe's direct responsibility for participants begins from the start of the itinerary outlined on the Scope of Services. This information will also be detailed in your Joining Instructions document. Adventure Cafe takes no responsibility for travel arrangements before or after the itinerary specified in the Scope of Services.
10. Any complaints should be directed firstly to the Activity/Event/Tour Manager. Explain the cause of complaint and attempt

to rectify it in situ. If this is not possible, and it may detract from the itinerary, then please contact Adventure Cafe head office directly, to see if anything can be done to remedy the situation. Upon completion of your itinerary, in the case of a complaint, please write to Adventure Café Ltd, including a full description of events. Please request our complaints procedure. All complaints should be received at the very latest by Adventure Cafe by 28 days after the end of your itinerary.

11. Please refer to our Adventure Café Privacy Policy for information on how we manage and share data, images, videos, statements and logos.
12. By completing your booking form, you agree to the above set out terms and conditions



### **For UK Operators selling Packages in the UK, EU & Worldwide**

In accordance with the UK Package Travel & Linked Travel Regulations 2018, Directive (EU) 2015/2302 or the local applicable law in the country of residence of the passenger(s) booking with **Adventure Café Ltd** are fully protected for the initial deposit and subsequently the balance of all monies received by us, including repatriation costs and arrangements, arising from cancellation or curtailment of your travel arrangements due to the insolvency of **Adventure Café Ltd**

The respective laws accordingly to the country of residence of the passenger(s) usually only requires us to provide cover for Package & Linked Travel Arrangements, there is no requirement for Financial Protection of day trips or single elements, and none is provided unless the local law requires such. If you have questions on this then please contact **Adventure Café Ltd**

**Adventure Café Ltd** has taken out an insurance provided by International Passenger Protection Ltd (IPP) with Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. LMIE's registered office: 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company. This insurance is only valid for passengers who book and pay directly with/to **Adventure Café Ltd**

In the event of our insolvency please make contact as soon as practically possible giving full details of what has happened quoting the name of your Travel Operator:

#### **For UK & Worldwide excluding EU Passengers**

IPP Claims at Sedgwick  
Telephone: +44 (0)345 266 1872  
Email: [Insolvency-claims@ipplondon.co.uk](mailto:Insolvency-claims@ipplondon.co.uk)  
or online at <http://www.ipplondon.co.uk/claims.asp>

#### **For EU Passengers**

IPP Claims at Sedgwick  
Telephone: +31 103120666  
Email: [ippclaims@nl.sedgwick.com](mailto:ippclaims@nl.sedgwick.com)  
or online <https://www.ipplondon.co.uk/claims.asp>