FLEXITREKS BOOKING CONDITIONS

Please read these terms and conditions carefully. These conditions, along with any other information given to you at the time of booking, set out the terms and conditions of the contract between you and Flexitreks Limited, which is registered in England under company number 8262450.

Once your holiday is confirmed we will accept responsibility for it in accordance with these conditions as an "Organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992.

1. YOUR HOLIDAY CONTRACT: When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the exclusive jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

2. YOUR FINANCIAL PROTECTION: Flexitreks Ltd is committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations 1992" all passengers booking with Flexitreks Ltd are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation to the UK if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Flexitreks Ltd. This insurance has been arranged with Affirma a trading brand of MGA Cover Services Limited (registered address Farren 135 High Street, Crawley, England, RH10 1DQ, company registration: 08444204 authorized and regulated by the Financial Conduct Authority registration number 678541) under a binding authority with Evolution Insurance Company Limited ("the Insurer"), registered in Gibraltar No. 88737 with a registered office at 5/5 Crutchett’s Ramp, Gibraltar, GX11 1AA.

In the unlikely event of Flexitreks insolvency you must Inform Affirma immediately on +44 (0) 20 3540 4422. Please ensure you retain this booking confirmation form as evidence of cover and value.

Policy exclusions: This policy will not cover any monies paid back to you by your Travel Insurance or any losses which are recoverable under another insurance or bond.

3. ABTA: We are a Member of ABTA, membership number Y6122. We are obliged to maintain a high standard of service to you by ABTA’s Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of this contract. The scheme is arranged by ABTA and administered independently. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs. The upper limit on claims is £5,000 per person and £25,000 per booking form. The scheme does not apply to claims, which are solely in respect of physical injury or illness or their consequences. It can however deal with claims, which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the
option to agree to mediation. Further information on the code and ABTA’s assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

4. YOUR HOLIDAY PRICE

(a) We reserve the right to alter the prices of any of the holidays shown on our website. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

(b) When you make your booking you must pay the deposit amount shown on our website for your chosen tour. The balance of the price of your holiday must be paid at least 12 weeks before your departure date for bike and boat holidays and 10 weeks before for all other holidays, unless otherwise advised. If the deposit and/or balance are not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit.

(c) When the price of your chosen holiday has been confirmed, then, subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if our costs increase or decrease as a result of (as applicable) transportation costs, dues, taxes, fees payable for services or any changes in the exchange rates which have been used to calculate the cost of your holiday.

Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance and any amendment charges) will we levy a surcharge. If any surcharge is greater than 10% of the cost of your trip (excluding insurance and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in Clause 7. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel your holiday or purchase another holiday. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. We promise not to levy a surcharge within 30 days of the start of your holiday. No refunds will be made within this period either. For any bookings made through us as agent, we reserve the right to pass on to you in full, after your booking has been confirmed, all costs and/or charges incurred or imposed by any Supplier connected with your arrangements, including any price increases due to currency fluctuations.

5. IF YOU CHANGE YOUR BOOKING: If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will
do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £25 per person per element, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. A change of holiday dates will normally be treated as a cancellation of the original booking. We are not able to hold deposits and carry them on to a booking for the next year. Should a member of your party be prevented from travelling you may transfer the booking to another person(s), provided it is not less than 14 days prior to departure and you pay an amendment fee of £25, as well as any additional costs we may incur. Note: Certain travel arrangements (e.g. Hotel or Transportation Bookings) may not be changeable after a reservation has been made and any alteration requests could incur a cancellation charge of up to 100% of that part of the arrangements.

6. IF YOU CANCEL YOUR HOLIDAY: You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in clause 7. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

7. IF WE CHANGE OR CANCEL YOUR HOLIDAY: It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. Examples of minor changes include change of accommodation to another of the same standard or route changes in your itinerary due to local weather or other factors beyond our control.

We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than ten weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay you compensation as set out in this clause.

If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below:
## All Bike and Boat Holidays

<table>
<thead>
<tr>
<th>Period prior to departure within which notice of cancellation or major change is received by us</th>
<th>Amount you will receive from us</th>
<th>Cancellation charge</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>If we make a major change to your holiday</td>
<td>If we cancel your holiday</td>
</tr>
<tr>
<td>More than 84 days</td>
<td>£0</td>
<td>Monies paid</td>
</tr>
<tr>
<td>84 to 45 days</td>
<td>£0</td>
<td>Monies paid plus £10</td>
</tr>
<tr>
<td>44 to 35 days</td>
<td>£0</td>
<td>Monies paid plus £20</td>
</tr>
<tr>
<td>34 days or less</td>
<td>£20</td>
<td>Monies paid plus £30</td>
</tr>
</tbody>
</table>

*Exceptions apply - You will be advised of these at the time of booking

## All Other Holidays

<table>
<thead>
<tr>
<th>Period prior to departure within which notice of cancellation or major change is received by us</th>
<th>Amount you will receive from us</th>
<th>Cancellation charge</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>If we make a major change to your holiday</td>
<td>If we cancel your holiday</td>
</tr>
<tr>
<td>More than 70 days</td>
<td>£0</td>
<td>Monies paid</td>
</tr>
<tr>
<td>70 to 45 days</td>
<td>£0</td>
<td>Monies paid plus £10</td>
</tr>
<tr>
<td>44 to 35 days</td>
<td>£0</td>
<td>Monies paid plus £20</td>
</tr>
<tr>
<td>34 days or less</td>
<td>£20</td>
<td>Monies paid plus £30</td>
</tr>
</tbody>
</table>

**Force Majeure:** We will not pay you compensation if we must cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.
Brexit implications: Certain travel arrangements may be affected as a result of the United Kingdom’s decision to leave the European Union. This could include unavailability of certain flight routes, access to airports and changes to visa requirements for British citizens travelling to, within or through the EU. We will advise customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and beyond our control, we would treat any such event as “force majeure” and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

8. IF YOU HAVE A COMPLAINT: If you have a problem during your holiday, please inform our local representative or the Flexitreks Duty office manager immediately who will endeavor to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Flexitreks Holidays, 22 Middleton Avenue, Hove, East Sussex, BN3 4PJ giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form whilst in resort. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract. If your complaint is not resolved by Flexitreks you may wish to make use of the arbitration scheme offered by ABTA and covered in clause 3 of these conditions.

9. OUR LIABILITY TO YOU: Subject to the other provisions of this clause 9, we accept responsibility for ensuring that your travel arrangements, which you book with us, are supplied as described by us. If, after departure, any parts of your travel arrangements are not provided as promised, due to the fault of our employees, agents or suppliers, we will pay you appropriate compensation, if this has affected the enjoyment of your travel arrangements. The level of such compensation will take into account all relevant factors including the invoice price of the holiday, any steps it was reasonable for the client to take to minimise the inconvenience/damage suffered and the extent to which the deficiency or improper performance can have affected your enjoyment of the package.

Please note that we will not be liable for any injury, illness, or death or consequent losses suffered by you or any member of your party, unless you are able to prove that such injury or illness was caused by lack of reasonable care and skill on the part of ourselves or our suppliers in the performance of our obligations under our contract with you. It is a condition of the payment of compensation that you notify us of any complaint or claim strictly in accordance with clause 10 and, further, assign to us any rights that you may have against any third party in connection with your claim. You must co-operate with our insurers and us in this regard. If you suffer personal injury, death or serious difficulty as the result of an activity which does not form part of the package you booked with us - including for example any additional services or facilities provided to you by a hotel or any other supplier which was not included as part of the original contract between us – we will not be liable to pay you any compensation but will offer you such advice and guidance as is reasonable in all the circumstances provided we are advised of the incident promptly.
We will not be responsible where you do not enjoy the holiday or suffer any other problems because of a reason that you did not make us aware of when the holiday was booked. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of twice the cost of your travel arrangements.

In all claims of whatever nature we will not be liable where the alleged loss or damage results from any of the following:

i. the fault of the person affected or any members of their party or

ii. the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or

iii. an event or circumstances which we or the supplier of the service in question could not have predicted or avoided even after taking all reasonable care

The promises we give to you regarding the services we have agreed to provide or arrange as part of the contract, and the laws and regulations of the country in which your claim or complaint occurred, shall be used as the basis for ascertaining whether or not the services in question have been properly provided. If the services in question, which caused the claim or complaint, complied with the local laws and regulations applicable to those services at that time, the services shall be treated as having been properly provided. Such shall be the case even if the services did not comply with the laws and regulations of the UK, which would have applied if those services had been provided in the UK.

Our liability will also be limited in accordance with and/or in an identical manner to

(a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

10. PROMPT ASSISTANCE DURING YOUR HOLIDAY: if the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.
11. PASSPORT, VISA AND IMMIGRATION REQUIREMENTS: Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

12. INSURANCE: It is a condition of your contract with us that you must take out adequate travel insurance before you travel to cover yourself for cancellation, curtailment, injury or illness during your holiday with Flexitreks. We do not check insurance policies for suitability, but reserve the right to request a copy. You are responsible for indemnifying us in full in the event that we incur any losses or expenses arising out of your failure to take out adequate insurance cover.

13. SUITABILITY & BEHAVIOUR: All our holidays are graded and it is your responsibility to ensure that you are physically fit, adequately experienced and suitably equipped to complete the holiday. If you have any medical conditions, allergies or special dietary requirements you must inform us and your leader (where appropriate). We will endeavour to pass on any dietary or special requests to our suppliers but cannot guarantee that they will be able to meet your request. Your booking is accepted on the basis that you understand and accept the inherent risks involved in adventure or activity travel and that you undertake the holidays and activities of your own free will. If you decide that you are unable to continue the holiday you will be responsible for making your own alternative arrangements at your own expense. If in our reasonable opinion your behavior is likely to cause injury, upset or distress to third parties or damage to property we are entitled to terminate the holiday of the person(s) concerned, without prior notice and they will be responsible for making alternative arrangements and no refunds will be given.

14. EXCURSIONS: Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. All excursions are supplied by third party suppliers and are subject to their own terms and conditions. They do not form part of your holiday and are not governed by the Package Travel, Package Holiday and Package Tours Regulations 1992. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

15. WEBSITE & ADVERTISING ACCURACY: We make every effort to ensure the accuracy of advertising, and website information and prices at the time of publication but regretfully errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking. The information and prices shown on our website may have changed by the time you come to book your arrangements.

16. DISABILITIES AND SPECIAL REQUIREMENTS: If you have any disability or special requirements, it is essential that you inform us at the time of booking so that we can make the appropriate enquiries about the suitability of your chosen holiday for you. If we reasonably feel unable to properly accommodate the particular needs of the person concerned we reserve the right to decline or cancel the booking.
17. SPECIAL REQUESTS: If you have a special request for anything that is not automatically part of your holiday, please check when you book your holiday and we will pass this information on to the suppliers we work with. Our note of your request on your invoice confirms we have received it and does not guarantee that we, or the relevant supplier, can meet your request. Where possible they will try to help you, but we cannot guarantee any request will be met, unless it is noted on your invoice and we also confirm the request separately in writing. We must emphasize that verbal confirmations of special requests cannot be taken as a guarantee that they will be met (e.g. room with a view). We and will not pay compensation for failing to meet a special request hat we have not confirmed separately in writing.

18. DATA PROTECTION AND PRIVACY: We are fully compliant with all data protection legislation. Please see the privacy policy on our website for full details.