

IMPORTANT INFORMATION

These booking terms and conditions and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Tracks and Trails Ltd ("we" "us", or "our" in these booking conditions), 2 Watford Mount, New Mills, High Peak, Derbyshire, SK22 4EP, United Kingdom company number 07596893.

Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. Please note that :

- If for any reason you cancel your booking, cancellation charges will apply and may be up to 100% of the booking cost details of which are set out below;
- You may make amendments to your booking but there will be a charge for this as set out below;
- You should take out travel insurance that is appropriate to your needs at the time of booking or before;
- We provide financial security as required by The Package Travel and Linked Travel Arrangements Regulations 2018 for package holidays;
- If you have any complaints about the service we provide please contact us within 28 days of the act or omission giving rise to any such complaint.

1. Booking: To make a booking you must complete our booking form. Our minimum age on a Tracks and Trails trip (excluding a Family Adventure or a Private Group) is 18 years old at the time of travel. Anyone under the age of 18 years old at the time of travel must be accompanied by an adult and subject to the written consent of their parent or legal guardian.

2. Booking Confirmation: A binding contract between us comes into existence when we issue our confirmation email.

3. Legal Jurisdiction: This contract is made on these terms and conditions which are governed by English law. You may however choose the law and jurisdiction of England, Wales or Northern Ireland if you live there and wish to do so. Please check your confirmation invoice carefully once you receive it (normally within 7 days of requesting a booking). Notify us immediately should any information be incorrect. We shall not be liable if any of the information is incorrect, and you have not notified us within 7 days of receipt of the confirmation invoice.

4. Group Booking: Where one person ("Group Leader") makes a booking on behalf of a group of individuals the Group Leader confirms on behalf of all participants within the group that they agree to be bound by these terms and conditions. The Group Leader accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

5. Deposit: Your booking must be accompanied by a deposit per person, the amount of which is indicated on the Booking Form. If you have chosen to make

payment by bank transfer, to avoid charges, then this must be sent to us from a UK based bank account. If booking within 56 days (8 weeks) of the date on which the trip starts full payment will be requested. Deposits are non-refundable if you choose to cancel. When Tracks and Trails Ltd has received your initial payment, and subject to the availability of your chosen arrangements, you will be sent a booking confirmation invoice together with further information regarding the trip you have booked.

6. Balance of Payment: Balance payments are due 56 days (8 weeks) prior to the trip start date. If full payment is not received by this date, we are entitled to assume you wish to cancel and may cancel your booking and the cancellation charges set out below will apply. If you have chosen to make payment by bank transfer, to avoid charges, then this must be sent to us from a UK based bank account.

7. Financial Protection: 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 **Tracks & Trails 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 **Tracks & Trails 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 **Tracks & Trails Ltd**. **Tracks & Trails 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. In the event of insolvency make contact as soon as possible with [IPP](#) giving full details of what has happened. This insurance is only valid for packages booked and **DOES NOT** include flights. **Consumer aware:** This insurance is only valid for passengers who book and pay directly with/to Tracks and Trails Ltd. There is no requirement for Financial Protection of day trips, and none is provided.

8. Minimum Numbers: We reserve the right to cancel trips or activities where the minimum number of participants has not been reached. We will not otherwise cancel your trip less than 56 days (8 weeks) before your departure date due to lack of numbers.

9. Force Majeure: In these terms and conditions references to unavoidable and extraordinary circumstances (in this clause or elsewhere) means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease, epidemics or pandemics, natural disasters such as floods, earthquakes or weather conditions which make it

impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned control.

10. Client Cancellation: If you wish to cancel your Group Leader must notify us in writing. Cancellation charges are a pre estimate of our losses at the time of cancellation and are calculated from the date we receive your notice of cancellation in writing (shown as a percentage of the full trip cost where applicable):

- More than 56 days (8 weeks) before departure: Loss of deposit
- 56-30 days before departure: Loss of 50% of total trip cost
- Less than 30 days before departure: Loss of 100% of total trip cost

You can cancel your booking without paying cancellation charges if the performance of your trip is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund.

11. Transferring your Booking: You may transfer your booking to another person, who satisfies all the conditions that apply to this booking. To do so you must give us notice in writing no later than 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer. Any transfer will be subject to a fee of £100 per person to cover the costs of administering the change.

12. Changing your booking: If, after your booking has been confirmed, you wish to transfer to a different trip or departure date, we will make every effort to satisfy your requirements; however, this may not always be possible. You will be asked to pay an administration charge of £100, along with the costs we incur or are imposed upon us in making the desired alteration. We will make such costs known to you prior to making them.

Any request to change arrangements must be made in writing by the Group Leader.

Costs generally increase the closer to the start of your booking that they are made. We may not be able to accommodate or make certain amendments, and some may incur 100% of the cost of that part of the arrangement in addition to what you have already paid e.g. new ticket or transport charges.

13. Trip Cancellation or Changes by Us: We will not cancel your travel arrangements less than 56 days (8 weeks) before your departure date, except for reasons of Force Majeure. We may cancel your holiday before this date if, for example, the minimum number of clients required for a particular trip to be guaranteed to run has not been reached. In this case we will not be liable for any travel or other expenses that you may have incurred in expectation of the trip taking place. Whilst we plan the arrangements for trips in advance occasionally, we need to make changes. We reserve the right to make such changes at any time. Most changes are of a minor nature, and we will advise you as soon as possible before your departure. Examples of minor changes include changes of times or days of

activities or routes, the substitution of activities to those of similar value and content, or the change of accommodation to that of a similar standard. Sometimes major changes are necessary to your accommodation. Major changes include change of accommodation to that of a lower standard, the removal of two or more activities without substitution. If we must make a major change to your trip or cancel the trip, we will tell you as soon as possible and, we will offer you the choice of:

- Accepting any changed arrangements
- Receiving a full refund of all monies paid
- Transferring to another trip if a trip is available, if the cost of your new trip/date is different, a balance or refund will be due

14. Curtailment of Trip: If you are forced to end your trip before it is due to finish we cannot promise to refund the cost of any trip arrangements you have not used. Depending on the circumstances, your travel insurance may offer cover for curtailment and any claim should be made directly with them. We shall not be liable for any costs incurred by you as a result of any such decision to leave the trip.

15. Insurance: It is essential that you ensure adequate insurance cover is in place immediately after booking. If you do not take out insurance upon booking you may not be fully covered.

It is a condition of booking that you have insurance which covers medical expenses, injury, illness, death, cost of evacuation (by helicopter/air ambulance/other appropriate means in the event of medical need), repatriation, personal accident risks and liability to third parties. This must include cover for the activities to be undertaken during the trip, as well as trip cancellation and curtailment.

If necessary, the cost of any expense incurred in evacuation and repatriation procedures will be borne by you and that it is your responsibility to pay any costs incurred in respect of any evacuation or for medical treatment. Any costs incurred after your rescue or evacuation for expenses such as hotels, food, transport etc will also be your sole responsibility. Emergency rescue and treatment can result in hugely expensive costs for which you will be responsible.

All luggage and personal possessions, including all sports equipment, are at all times at your own risk. We will not be responsible for any loss, damage or accident to any luggage and property, howsoever incurred. You are advised to ensure that all items you take with you on holiday (including camera equipment, phones, laptops and other forms of technology) are properly covered by insurance and to check the applicable limitations and exclusions of your insurance policy. You must be fully aware of the implications involved in arranging your own travel insurance and understand the limitations and exclusions of the policy.

If you are booking on behalf of other people, it is important you ensure that appropriate insurance has been arranged by ALL OTHERS included on your Booking Form. Ensure that your insurance covers you to the maximum altitude given on your trip itinerary. The maximum altitude for any trip can be checked on the 'At A Glance' box on each trip page. You should carry a copy of your insurance details with you at all times. Your insurance must be valid for the entire duration of your trip. Failure to

provide proof of insurance, if requested, will mean you will be asked to leave the trip and no refund will be given. This is for your own financial protection in the event of an injury or an accident.

You are responsible for ensuring that any insurance cover is adequate for the needs of your chosen trip. We do not check insurance policies.

16. Your Holiday Price and Exchange Rate Fluctuation: We reserve the right to adjust pricing of our products and services displayed on our website and marketing materials. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed. Upon receipt of your deposit the price of your total trip cost is fully guaranteed and will not be subject to any surcharges.

17. Personal Risk: Tracks and Trails Ltd maintains high professional standards of client care and safety. In choosing to undertake activities in a mountain environment you accept that these activities may pose a danger of personal injury or even death. All clients must be aware of and accept these risks and be responsible for their own actions and involvement in such activities.

18. Medical Care: By booking a trip you (and, in the case of a group booking, all other members of your group) attest to being in good medical health and able to participate in your chosen trip. If you suffer from a medical condition that may prejudice your participation you must provide a medical certificate from your doctor stating that he/she believes you may safely undertake the trip you have booked at the time of making the booking. If at any time during the trip you display symptoms of Covid-19 (high temperature, persistent cough, difficulty in breathing, sore throat, loss of sense of smell or taste) you will be asked to seek medical advice and take appropriate action. In booking a trip you accept that in case of accident or illness Tracks and Trails Ltd may need to execute evacuation plans or provide for medical treatment. It is your responsibility to inform Tracks and Trails Ltd when booking the trip if you do not feel you can give consent to such an arrangement. If Tracks and Trails Ltd believes that in doing so your own safety or that of others may be compromised during the trip, we reserve the right to cancel your booking with a full refund.

19. Itinerary: Tracks and Trails Ltd adheres to planned itineraries wherever possible, however changes may occur to both travel, and guided itineraries due to external factors beyond our control. In particular, the person leading the trip has complete discretion to alter programmes at any time in the interests of client safety. In respect of Bespoke/Private trips any changes to the planned/agreed itinerary will be paid by the client. With regard to Scheduled Departures any changes made by the guide/company will be borne by Tracks and Trails Ltd except on our 'off track' Nordic ski tours where a capped 'Contingency Fee' may be charged in the event of changes to the itinerary that create an additional charge to the running of the trip. It is in the nature of holidays of the type we offer that arrangements and participants have to be flexible. The day-to-day itinerary and ultimate objectives of the trip are to be taken as aims and not as contractual obligations. It is a necessary condition of your booking any of our advertised holidays that you accept this flexibility. It is in the nature of holidays of the type we offer that arrangements and participants have

to be flexible. With regard to our winter holidays our guide will use their expertise and local knowledge to determine the best routes to take advantage of prevailing snow conditions and the abilities of the group. In the event of no snow cover, or limited snow cover, our snowshoe hiking trips will still go ahead, but you may not always be using snowshoes.

20. Duty of Care: By booking you agree to abide by instructions and decisions made by the person leading the trip. Tracks and Trails Ltd reserves the right to exclude individuals from a trip on the grounds of health or safety. Any individuals so excluded are not entitled to a refund. Any individual contravening the decisions or advice of the person leading the trip, or undertaking independent activities not authorised during the trip, relinquishes the protection and duty of care of the person leading the trip for Tracks and Trails Ltd.

21. Fitness: By booking a trip with Tracks and Trails Ltd you confirm you have understood the level of fitness and ability required for your chosen trip. If your fitness or ability does not meet the minimum requirements prior to embarking on a trip, or during participation in an activity, we reserve the right to ask you to discontinue your participation.

22. Publicity: All information contained within the Tracks and Trails website and other publicity is for guidance only. Whilst making every effort to ensure accuracy, Tracks and Trails Ltd cannot be responsible for any inaccuracies or alterations beyond their control. Should any changes occur clients will be notified before a booking is accepted.

23. Marketing: We regularly post photographic images and films from our trips, both on our website, and in social media. You may appear in these images which are taken on our holidays, whether by a member of staff, suppliers or other clients. Images may be used by us without payment in any media (whether now existing or in the future invented) for bona fide promotional materials. You will not be identified by name in any material. You can choose to opt out of having your image used by; informing your guide/instructor on the trip, on your booking form, or by informing our office staff prior to the trip.

24. Complaints: If you have a complaint about the service you receive at any point during your trip you should notify Tracks and Trails Ltd as soon as possible to give us the opportunity to rectify the situation to a mutual agreement. If the complaint is unresolved to your satisfaction during the trip you should detail your complaint in writing within 28 days of the trip finishing.

25. Accommodation: Accommodation is usually in twin or double rooms unless otherwise stated. Single rooms are often available on our trips, but if you request a single room it will incur a supplementary fee. Mountain hut accommodation is frequently in dormitory rooms. Additional nights of accommodation booked by Tracks and Trails on behalf of guests will incur a one-off administrative fee of 15 Euros, or equivalent in Pound Sterling, per accommodation booked.

26. Passport, Visa, Travel and Health Requirements: You will need a valid passport if travelling outside your country of residence. It is your responsibility to check the visa requirement with the relevant embassy or consulate. It is advisable

that you have 6 months on your passport to cover any unforeseen circumstances that might occur whilst you are away such as: injury, illness or long delays. Some countries require up to 15 months and this may be relevant to UK travellers after 31st December 2020 if travelling to the EU. Individual country requirements can be changed at any time by the country in question. Nationals of the EU, the USA, Canada, New Zealand and Australia do not require tourist visas to visit Switzerland if the period does not exceed three months. Visitors from the USA and Canada travelling to Switzerland must be in possession of a travel document that meets both of the following requirements: the validity of a travel document must extend at least 3-6 months after the intended date of departure from the Schengen area; and the travel document must have been issued within the previous 10 year period. It is also your responsibility to comply with any regulations regarding the pandemic, and Covid-19. It is your responsibility to comply with any health, vaccine or Covid-19 testing requirements for your trip. Note that, vaccination and Covid-19 testing requirements could change at any time and with short notice, including while you are on your trip. We cannot accept any responsibility if you are refused entry into any country for any reason. We operate our trips according to the Covid-19 guidelines in each country which we visit. In most countries this requires the wearing of face coverings in most public places and while taking transport. In many countries it is necessary to be vaccinated to either arrive in the country, or to visit restaurants or hotels, and a 'health pass' may be required. We cannot be responsible for your failure to comply with the health requirements of any country you visit.

27. Our Partners: Tracks and Trails Ltd has developed partnerships with other well-established travel companies. This constitutes a standard practice in the travel industry and increases the probability a trip will run, such that the chosen trip will take place as planned. We only work with partners who have corresponding values and standards of service as Tracks and Trails Ltd. Our partners are KE Adventure Travel, 57 Hours, Venabu Fjellhotell and Col di Lavacchio. You can read more about this policy [here](#).

28. Agency Bookings: If you have booked a place(s) on a trip with one of our Agency partners such as 57-Hours then your payment Terms and Conditions are made directly with them.

29. Third Party Providers: Tracks and Trails Ltd has researched to the best of its ability the practice of the providers of activities, accommodation and transport it utilises. In the event of any unforeseen circumstances, accident or event due to the actions of a third-party Tracks and Trails Ltd shall not be held liable.

30. Affiliated Bookings: Members of the Ski Club of Great Britain, London Roller Ski Co and London Region Nordic Ski Club can receive a 5% discount on any Tracks and Trails cross-country ski scheduled departure (except for trips at New Year, to Finland, Sweden and some of our Norwegian ski trips). To receive this benefit Ski Club members must enter their membership number when prompted on the trip booking form. The discount will be applied when the trip balance is paid. If bookings are made less than 8 weeks prior to departure to receive the discount, select to pay by [bank transfer](#). We will then invoice you for the discounted sum at which point you can choose to either pay by credit card or by bank transfer. All bookings will be bound by the [Terms and Conditions](#) of Tracks and Trails Ltd.

31. Foreign Office Advice: Regular updated travel information is published on [The UK Foreign, Commonwealth & Development Office website](https://travelaware.campaign.gov.uk) at <https://travelaware.campaign.gov.uk>. We strongly recommend that you consult this before booking and in good time before departure.

32. Data Protection: We are a data controller of the personal data you provide us with and will protect this in accordance with the UK General Data Protection Regulation (GDPR) and Data Protection Act 2018.

These terms and conditions contained herein shall apply to all bookings made with Tracks and Trails Ltd as of **11 April 2025**.

If you do not understand any of the Terms and Conditions please [contact us](#) for clarification.