



BOOKING TERMS AND CONDITIONS

The following booking conditions, together with the general information contained in the literature relevant to the arrangements you book, form the basis of your contract with WalkWise UK Limited. Please read them carefully as they set out our respective rights and obligations. By asking us or your WalkWise agent to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions only apply to arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you.

In these booking conditions, the following words have the following meanings:-

“you” and “your” means all persons named during the booking arrangements or any of them, as applicable (including anyone who is added or substituted at a later date)

“WalkWise”, “we”, “us” and “our” means WalkWise UK Ltd

“Trip” means the services we contractually agree to arrange for you for your walking based event, break or Trip

“departure” means the starting date of the services which form part of your Trip

“WalkWise agent” means an agent of WalkWise who we have authorised to advertise and take bookings for our trips on our behalf

Please note; where you book through a WalkWise agent, all aspects of your booking will be handled by the WalkWise agent. Your booking form, payment and all communications should be sent to your WalkWise agent and not us. If you have any queries or problems, please contact your WalkWise agent.

1. Making your booking

Please contact us or your WalkWise agent by telephone, e-mail or web to check availability and for any information you may require. A booking is secure only after payment is received.

When you are ready to book, the booking form must be signed by the person making the booking (or the first named if more than one person is included on the booking form). Where the booking form includes more than one person, the person signing must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking form and by their parent or guardian for anyone under 18 when the booking is made. By signing the booking form, this person confirms that he/she is so authorised. The person who signs the booking form is responsible for making all payments due to us and must be at least 18 when the booking is made. Agreement to our booking conditions and the authority of the person making the booking as set out above will also be deemed to be in place where the person making the booking does so by telephone or fax to the WalkWise or WalkWise agent’s offices or, where provided, via an online secure booking service.

Except where we contact you as set out below, a booking is confirmed upon receipt of payment. For UK events, WalkWise or the WalkWise agent do not normally confirm your booking in writing. If you do require written confirmation please contact WalkWise or the WalkWise agent at the time of booking. We will contact you if there is a problem with any of your details, if the event is full or has been cancelled. You can check the status of your booking directly with WalkWise or your WalkWise agent or where applicable through the online secure booking service.

Contact us or your WalkWise agent immediately if any information which appears on any confirmation or other document appears to be incorrect or incomplete as it may not be possible to make changes later.

We regret we cannot accept any liability if we or your WalkWise agent are not notified of any inaccuracies (for which we are responsible) in any document within ten days of our sending it out (five days for tickets). We will do our best to rectify any mistake notified to us or your WalkWise agent outside these time limits but you must meet any costs involved in doing so.

Where you book through a WalkWise agent, please send your booking form and all payments to the WalkWise agent who will send them on to us. Your WalkWise agent will send all documents and correspondence to you.

Where you book with us directly and ask us to do so, we will communicate with you by e-mail in relation to your booking. You must accordingly check your e-mails on a regular basis. We may also contact you by telephone and/or post. Certain documents may need to be sent by post. References in these booking conditions to “send” and “in writing” include communication by e-mail.

Where you book with us directly and you wish to do so, you may contact us by e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment) providing you do so to [holidays@WalkWise.co.uk]

2. Payment

In order to book your chosen Trip, a deposit, the amount of which will be per person and stipulated on the booking form, (or full payment if booking is within 20 clear working days of departure) must be paid at the time of booking unless you are otherwise advised at the time of booking.

The balance of the Trip cost must be received by us or your WalkWise agent not less than 20 clear working days prior to departure. Reminders are not sent. If we or your WalkWise agent do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep your deposit. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 8, depending on the date we reasonably treat your booking as cancelled.

All monies you pay to a WalkWise agent for your Trip will be held by the WalkWise agent on your behalf. Please note, we are not responsible for any other monies paid to your WalkWise agent.

3. Your contract

A binding contract between us comes into existence when we or the WalkWise agent receive your deposit or full payment, as applicable, unless we contact you as set out in clause 1 where we are unable to confirm your booking.

We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

4. The cost of your Trip

Please note, changes and errors occasionally occur. You must check the price of your chosen Trip at the time of booking.

Prices may be increased to take account of any increase in duties or taxes (for example, VAT). We also reserve the right to correct errors in advertised or advised prices at any time before your Trip is confirmed. We or your WalkWise agent will advise you of any error of which we are aware and of the then applicable price at the time of booking.

Once the price of your chosen Trip has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the following circumstances: A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services such as embarkation or disembarkation fees at ports or in the exchange rates which have been used to calculate the cost of your Trip.

Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your Trip (excluding any amendment charges) will we levy a surcharge. If any surcharge is greater than 10% of the cost of your Trip (excluding 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 trip from us as referred to in clause 10 "Changes and Cancellations by us".

You have 14 days from the issue date printed on the surcharge invoice to tell us or your WalkWise agent if you want to choose option (b) or (c) as set out in clause 10 below, where applicable. If you do not tell us or your WalkWise agent that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the Trip or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your Trip as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

We promise not to levy a surcharge within 30 days of departure. No refund will be payable during this period either.

5. Special requests

If you have any special request, you must advise us or your WalkWise agent at the time of booking. Any dietary requirements should be included on your booking form. Although we will endeavour to meet / pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on any confirmation or other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied with (where it is possible to give this) where it is important to you. Complying with a special request may involve an additional payment.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as “standard” bookings subject to the above provisions on special requests.

6. Health and medical conditions / disabilities

Your Trip includes activities which involve a degree of inherent risk of personal injury and physical exertion. It is your responsibility to ensure you understand and can cope with the amount and type of physical activity involved and have the appropriate level of fitness. If you have any concerns about any medical condition you may have, please consult your doctor before booking.

If you have any medical condition or disability which may affect your Trip or have any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us or your WalkWise agent before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us or your WalkWise agent full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us or your WalkWise agent if any medical condition or disability which may affect your Trip develops after your booking has been confirmed.

7. Changes by you

Should you wish to make any changes to your confirmed Trip, please notify us or your WalkWise agent in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee may be payable together with any costs or charges incurred or imposed by any of our suppliers. A change of Trip dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply.

If any member of your party is prevented from going on the Trip (for example as a result of illness), the person(s) concerned may transfer their place to someone else (introduced by you) providing we are notified not less than two weeks before departure. Where a transfer to a person of your choice can be made, all costs and charges incurred or imposed by any of our suppliers will be payable together with an amendment fee. Any overdue balance payment must also be received.

8. Cancellation by you

Should you need to cancel your Trip once it has been confirmed, you must immediately advise us or your WalkWise agent in writing. Your notice of cancellation will only be effective when it is received in writing by us or your WalkWise agent at our offices. The following cancellation charges will be payable **unless you have been advised at the time of booking that different charges apply**. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding any amendment charges which are not refundable.

Period before departure within which written notification of cancellation is received by us or your WalkWise agent

Cancellation charge per person cancelling

28 days including weekends and bank holidays

Loss of your agents cancellation fee

Cancellation with less than 28 days

Loss of all payments AND a continuing liability for any balances otherwise due.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

See clause 7 “Changes by you” if any member of your party is prevented from going on the Trip.

9. Insurance

We consider adequate travel insurance to be advisable. We are not responsible for any medical expenses or for any costs, loss or damage you suffer as a result of illness or accident. Except as set out in these booking conditions, we are not responsible for any loss or damage of personal possessions.

Please read your policy details carefully and take them with you on your Trip. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check insurance policy details.

10. Changes and cancellation by us

We start planning the trips we offer well in advance. Occasionally, we have to make changes to and correct errors in brochures and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Please note, our trips and events require a minimum number of participants to enable us to operate them. If the number of confirmed participants on any trip or event is less than ten two weeks before departure, we are entitled to cancel it. On occasions, this minimum number and deadline may be different – we or your WalkWise agent will advise you prior to or at the time of booking where this is the case.

Most changes are minor. Occasionally, we have to make a “significant change”. Significant changes are likely to include a change of accommodation to that of a lower official classification or standard for the whole or a major part of the Trip.

If we have to make a significant change or cancel, we will tell you or your WalkWise agent straight away. If there is time to do so before departure, we or your WalkWise agent will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements; or
- (b) purchasing an alternative trip from us, of a similar standard to that originally booked if available. You must pay the applicable price of any alternative trip booked. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper; or
- (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel we will, if appropriate, pay you reasonable compensation depending on the circumstances and when the significant change or cancellation is notified to you or your WalkWise agent subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of participants necessary for us to operate your Trip has not been reached (see above). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one.

Very rarely, we may be forced by "force majeure" (see clause 11) to change or terminate your Trip after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

11. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature as a result of, "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

12. Our Liability to you

(1) We promise to make sure that the Trip arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted Trip arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted Trip arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or

- the act(s) and/or omission(s) of a third party not connected with the provision of your Trip and which were unforeseeable or unavoidable or

- 'force majeure' as defined in clause 11 above

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) Your personal possessions are your responsibility and you must ensure you take all appropriate care in looking after them. This includes having appropriate insurance to protect you in the event of loss or damage.

Where we are found liable for loss of and/or damage to any personal possessions (including money), the maximum amount we will have to pay you is £500 per person affected unless a lower limitation applies to your claim as set out below.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is limited to the cost of the Trip paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your Trip.

(5) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us or your WalkWise agent by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses (which includes self-employed loss of earnings).

13. Complaints and problems

In the unlikely event that you have any reason to complain or experience any problems with your Trip whilst away, you must immediately inform the trip / event leader or co-ordinator (if there is one) and the supplier of the service(s) in question. Any verbal notification must be confirmed in writing as soon as possible. If there is no leader or co-ordinator and any complaint or problem is not resolved to your satisfaction by the supplier, please contact our office in Cumbria or your WalkWise agent. Please only use emergency contact details provided in the case of a genuine emergency.

Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you should write to us or your WalkWise agent within 28 days of the end of your Trip giving full details of your complaint. Only one person per booking form should write to us or your WalkWise agent. We regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause (this exclusion does not apply to any claim relating to personal injury or death).

14. Participation in your Trip and damage

By making your booking, you agree to accept the authority and decisions of our representative(s) accompanying your Trip and any other trip leader(s) or representative(s) appointed by a WalkWise agent. If in the reasonable opinion of any such person, your health, fitness, general ability to participate or conduct will or may endanger your own or any other person's safety, or cause upset or distress to any person or damage to property, we are entitled, without prior notice, to exclude the person concerned from all or any part of the Trip. We will have no responsibility toward such person(s) for the excluded part / remainder of the Trip. No refunds will be made and we will not pay any expenses or costs incurred as a result of the exclusion.

When you book with us, you accept responsibility for any damage or loss caused by you or your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate insurance to protect you if this situation arises.

15. Conditions of suppliers.

Many of the services which make up your Trip are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

16. Activities and general area information

We or your WalkWise agent may provide you with information (before departure and/or when you are on your Trip) about activities which are available in the area you are visiting. We have no involvement in any such activities which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities and the acceptance of liability contained in clause 12(1) of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to any activities which do not form part of your Trip or about the area you are visiting generally or that any particular activity which does not form part of our contract will take place as these services are not under our control.

17. Financial security

All deposits and balance payments received from you for your Trip are placed in the WalkWise agents trust account where they will remain until the completion of your Trip. These arrangements mean your money will be refunded in the unlikely event of our being unable to provide your Trip due to the insolvency of the WalkWise agent or WalkWise itself.

18. Data Protection

We will comply with our obligations under the Data Protection Act 1998 in respect of all personal data relating to event participants.

19. Website / advertising material accuracy

The information contained on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen Trip (including the price) with us or your WalkWise agent at the time of booking.

20. Tour operator

Your Trip is organised by WalkWise UK Limited, 30 Greenways Drive, Endmoor, Nr Kendal, Cumbria LA8 0EL as tour operator.

21. Pets

We regret that WalkWise is not able to accept pets on their events, with the exception of Guide Dogs for the Blind in specific circumstances.