**Terms of Use (Booking Terms and Conditions)**

**1. Interpretation**

1.1 In these Conditions: Client means the person for whom the Supplier has agreed to provide a Service in accordance with these Conditions. Contract means an agreement of the provision of the Service as set out herein. Service means the service to be provided by the Supplier for the Client. Supplier means Maximum Adventure Ltd, Registered Company Number 4440338. Registered Office is Hartley Fold House, Hartley, Kirkby Stephen, Cumbria, CA17 4JH, United Kingdom. Charity events bear a registration fee, the value of which is dependent on each event. Minimum Sponsorship pledge is the amount set by the charity for which the event supports. The trip is used interchangeably to mean either a holiday, course or expedition.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

**2. Responsibility and Personal Safety**

2.1 Maximum Adventure recognises and advises that due to the very nature of the trip and activities it offers accidents are possible and the Client must be aware of the risks. The Client travels at their own risk, and except as expressly provided for in these conditions, Maximum Adventure shall not be liable to the Client by reason of any representation or any implied warranty, condition or other terms, or any duty at, common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, cost, expenses or claims, which arise out of or in connection with the provision of the Service or their use by the Client. The entire liability of Maximum Adventure under or in connection with the Contract shall not exceed the number of Maximum Adventure’s charges for the provision of the Service.

2.2 Maximum Adventure shall not be liable to the Client or deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Maximum Adventure’s obligations to the Service.

2.3 Maximum Adventure warrants to the Client that the Service will be provided using reasonable care and skill, as far as reasonably possible. Where Maximum Adventure supplies in connection with the provision of the Service any goods supplied by a third party, Maximum Adventure does not give any warranty, guarantee or other terms as to their quality of fitness for purpose or otherwise.

2.4 Maximum Adventure reserves the right to reject any Client as a member of their trip at any time. Reasons for this may include but are not exclusive to, illegal actions or foolish behaviour which endangers the Client, the guide or any other participants. In this event, no refund will be made and Maximum Adventure will not accept any further liability or responsibility to the Client.

2.5 The Client accepts responsibility for any damage or loss caused by the Client or any member of the Client’s party to the property of Maximum Adventure or any 3rd party. Proper payment for such damage or loss must be made at the time direct to the accommodation owner or manager or other Supplier. If the Client fails to do so, the Client must indemnify Maximum Adventure against any claim (including legal costs) subsequently made against Maximum Adventure as a result of the Client’s actions.

**3. Legal and health requirements**

3.1 It is the Client’s responsibility to ensure that they have taken out the necessary insurance, to include air rescue and cancellation cover, which is compulsory for participation in the Supplier’s holiday. The cost of this is not included in the holiday price. Failure to do this will result in any air rescue bill for the repatriation of the Client being the responsibility of the Client.

3.2 The client certifies that he/she is in good physical and mental health and is able to take part in the course he/ she is subscribing to.

**4. Payment terms**

4.1 To confirm a booking Maximum Adventure requires a deposit, the value of which is specific to each event based on its total value. Payment can be made by cheque (payable to Maximum Adventure Ltd), credit or debit card, cash or bank transfer. Balance payment in full must be received 10 weeks prior to departure. The company charges a 3% fee for any payments made by credit card. This charge may only be waived at the discretion of one of the directors of Maximum Adventure Ltd.

4.2 Charity Sponsorship - under the self-fund option the registration fee is due upon making the booking and the remaining balance is due from you ten weeks before the trip departure. Failure to do this will result in the loss of your place and all sponsorship money will be due to your chosen charity immediately. Under the minimum sponsorship option, the registration fee is due from yourself upon booking and you agree to fundraise the Minimum Sponsorship Pledge set by your chosen charity. 50% to 80% of the Minimum Sponsorship Pledge, depending on your chosen charity’s specific guidelines as outlined prior to booking, is due ten weeks prior to the trip departure to your charity. Failure to do this will result in loss of your space and your registration fee. The remaining 20% should be with your charity before the start of the trip and at the very latest 4 weeks after departure. If you are unable to reach the Minimum Sponsorship Pledge that has been set by your charity you will automatically revert to the self-funder option whereby you pay for the total cost of the challenge yourself and any sponsorship money raised goes directly to your chosen charity. If you reach your Minimum Sponsorship Pledge the charity will pay the balance of your trip.

By completing and submitting the booking form you agree that the money raised will not be used for anything other than directly to the charity and if you withdraw or cancel the trip any monies raised will be sent to your charity. All sponsorship money should go directly to your chosen charity.

4.3 Late Payment of Balance. If the Client fails to make a balance payment by the due date, Maximum Adventure reserves the right to levy a late payment fee of £35 per person for each complete week the balance remains unpaid after the due date.

**5. Cancellation/Amendment by the Client**

5.1 If the Client cancels then the following cancellation charges will apply:

5.1.1 more than 60 days before departure: loss of deposit/registration fee.

5.1.2 between 30 days and 60 days before departure: 80% of the charge of the Service.

5.1.3 less than 30 days before departure: no refund will be paid.

5.2 Notice of cancellation must be given in writing to changes@maximumadventure.com. Date of receipt of written cancellation by Maximum Adventure applies for 5.1.1 to 5.1.3.

5.3 Maximum Adventure advises the Client to take out holiday insurance and to ensure that this includes cancellation cover.

5.5 Should the client wish to change an existing booking with Maximum Adventure, then an amendment/administration charge will apply. A change of an existing booking (e.g. changing from one course to another) may only be made with the agreement of one of the directors of Maximum Adventure and the amendment charge will be £35.

**6. Cancellation/Alterations by Maximum Adventure**

6.1 Maximum Adventure reserves the right to cancel the trip/ course for any reason. These may include, but are not exclusive to (a) for reasons of force majeure; (b) a minimum group number has not been reached; (c) non-payment by the Client of the due sum by the due date. Maximum Adventure endeavors to ensure that a trip will run wherever financially viable. Where a trip must be canceled, Maximum Adventure undertakes to inform the Client as soon as possible.

6.2 If the Client does not pay the balance by the due date, Maximum Adventure reserves the right to cancel the Client’s booking and pursue any monies owing.

6.3 If Maximum Adventure cancels the Client’s trip, Maximum Adventure will endeavor to offer an alternative date or trip or refund all payment the Client has made to Maximum Adventure, except in the case of 6.1 (c). This will be the extent of Maximum Adventure’s liability. Maximum Adventure will not be liable for any incidental expenses the Client may have incurred. In the event of the Client accepting an alternative trip, the difference in price will be invoiced or credited accordingly.

6.4 Maximum Adventure receives regular travel updates from the United Kingdom Foreign and Commonwealth Office and will not knowingly operate trips against the advice from the FCO. Where the FCO advises against *‘all but*essential’ travel, the Client is advised to read the relevant advice and to decide whether they wish to be subjected to the risks associated with that country or region. The Client must ensure that their travel insurance is valid notwithstanding the FCO advice. In the event of the FCO changing their advice to *‘all travel’*, this constitutes a *force majeure* and the trip will be canceled.

If the FCO change their advice to ‘*all but essential’*travel after a booking has been made and the Client wishes to cancel their trip, the cancellation charges set out in section 5 will apply.

Clients from outside the UK are advised to consult their own government for travel advice. Where a foreign government changes their advice to ‘*all travel’,*which does not coincide with the UK FCO’s advice, a cancellation by the Client will be subject to Maximum Adventure’s cancellation procedure.

6.5 A trip may be canceled due to *force majeure.*Examples of *force majeure* include, but are not limited to war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks and pandemics, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers; closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar events.

6.6 Due to the nature of the Service Maximum Adventure reserves the right to alter travel arrangements, accommodation, and itinerary at any time. In the unlikely event of this happening, these will usually, but not necessarily exclusively, be minor changes. No compensation will be payable. Maximum Adventure will always endeavor to maintain the quality of the offer if changes have to be made.

6.7 All prices are accurate at the date published, but Maximum Adventure reserves the right to change the price from time to time. If circumstances such as government action, changes to fuel and currency fluctuations make it necessary for Maximum Adventure to levy such charges, Maximum Adventure shall issue an Amendment Invoice reflecting any changes made as appropriate and will notify the Client at the earliest opportunity. This will only be done with a reasonable cause where the cost basis for Maximum Adventure has risen and the cause will be stated.

**7. Complaints**

7.1 Should a problem arise during the trip, please inform the Guide and/or relevant person (e.g. accommodation manager) immediately who will endeavor to rectify the issue. If your complaint is not resolved locally, and to your satisfaction, please write to Maximum Adventure Ltd. at their registered address within 28 days of completion of the service. Alternatively, email Maximum Adventure at operations@maximumadventure.com. Please provide the trip name, departure date, and all other relevant information.

7.2 Failure to follow the above procedures during your trip, and/or failure to complain within 28 days of your return, may reduce or extinguish any rights you have to claim compensation from us, or from any relevant supplier. Any such rights will be reduced or extinguished if, had you followed the above procedures during your trip, you or we could have taken steps to reduce any loss or damage suffered or entirely prevented it from being suffered.

**8. Acceptance of Risk**

8.1 Mountain travel carries risks. This page is to inform you of the kinds of risks you could encounter in the mountains and associated with the activities we undertake. It is designed to enable you to make informed choices about your participation in our courses. Whilst we take our responsibility for your safety very seriously, we cannot eliminate risk. Please find below a listing of the various dangers that can be encountered on our courses, the consequences of which may be serious injury or prove fatal. Please be aware this is an inexact science and it is not an exhaustive list.

• Physical and mental exertion (in some cases extreme).

• Adverse/rapidly changing weather conditions (wind/ rain/hail/sleet/snow/sun/storm/lightning).

• Uneven/slippy/dangerous surfaces (slate/snow/stone/ rock/snow/ice etc).

• Falls.

• Road travel/road travel accidents.

• Avalanche danger.

• Rock/ice fall.

• Strong sun/UV exposure.

• Acute mountain sickness (e.g. pulmonary/cerebral oedema).

• Cold-related injuries.

• Crevasse fall.

• Developing countries – reduced medical care/facilities; transport facilities are not to the same standard as in the UK. Vehicles are not necessarily subjected to annual MOT tests and in some cases, they do not have seat belts.

• General health & safety, political volatility, water/foodborne illnesses. Foreign Office Advice – the UK Foreign Office provides useful travel advice by country on its website

8.2 The course objectives (e.g. summit/routes etc) may, during poor weather and route conditions, not be obtainable. The guide/mountain leader directing your course carries the final say regarding route selection and its conditions, as well as suitability and continued participation of the participants. A short notice change of conditions, circumstances, and objectives is a possibility at any time of the year in the mountains.

**9. Data Protection**

9.1 Maximum Adventure is committed to protecting and respecting your privacy. By making a booking with us, you agree we may use and disclose the information you provide for the following purposes: to enable us to process your booking (which will include passing your information to third party suppliers, such as accommodation and transport providers, guides and in-country agents, and may involve sending your information to countries that do not have an equal level of privacy legislation to that in the UK); to administer, analyse and improve our website; for improving customer service; for the detection and prevention of fraud or other crime (which may include providing your information to organisations such as Banks and credit card companies); for compliance with legal requirements (which will include passing your information to public authorities such as customs and immigration) and for marketing contact by means of email, post and/or telephone to provide you with offers and information on similar products and services to those you have purchased (unless you have opted out of such marketing at the time of booking).

9.2 I consent to Maximum Adventure sharing my details with my chosen charity and to the charity contacting me by phone, text, e-mail or post.

9.3 If you wish to make a data subject access request for a copy of any personal data we hold on you, please write to The Company Director, Maximum Adventure, Hartley Fold House, Hartley, Kirkby Stephen, CA17 4JH. A charge of £10 applies. Our full Privacy Policy is available here.

9.4 I grant and authorise Maximum Adventure the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures or videos taken of or by me to be used in materials including, but not limited to, newsletters, flyers, posters, brochures, advertisements, websites, social networking sites and other print and digital communications, without payment or any other consideration. This authorization extends to all languages, media, formats, and markets now known or hereafter devised. This authorization shall continue indefinitely unless I otherwise revoke the authorisation in writing.

**10. Financial Protection**

10.1 In accordance with "The Package Travel, Package Holidays and Package Tours Regulations 1992" all passengers booking with Maximum Adventure are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of Maximum Adventure. There is no requirement for the Financial Protection of day trips, and none is provided. This insurance is only valid for packages booked that **DO NOT**include flights.

The booking is insured by IPP Ltd and its panel of insurers. This insurance is only valid for passengers who book and pay directly with/to Maximum Adventure. If you have booked and/ or paid directly to a Travel Agent for a holiday with Maximum Adventure please request proof of how the booking is secured as this will not be covered by IPP Ltd in this instance.

10.2 This Insurance has been arranged by International Passenger Protection Limited and underwritten by certain underwriters at Lloyd’s. For further information please go to [www.ipplondon.co.uk](http://www.ipplondon.co.uk/)

**11. Liability**

11.1 Maximum Adventure carries full public and products liability insurance to act as a tour operator for adventurous travel. Our policy is with Tour Indemnity. Copies are available for inspection on request.

11.2 We take our responsibility to yourself, our clients, and staff very seriously. Our policy is to ensure that all of the trips that we offer are led by appropriately qualified guides who are knowledgeable about the area you are visiting. We endeavor to ensure the safety of our clients and guides at all times, whilst balancing this with the risks associated with the trips that we offer.  We ask that all clients travelling with Maximum Adventure read, understand and sign a Disclaimer to show you understand the risks involved and to confirm that you have read the Terms & Conditions. Should you have any queries about any of these terms and conditions then please contact us prior to booking as once we accept your booking, you are bound by Maximum Adventure's Terms & Conditions.

**12. Sponsorship**

By completing and submitting the booking form the Client agrees that the money raised will not be used for anything other than directly to the charity and if the Client withdraws or cancels the trip any monies raised will be sent to the charity. All sponsorship money should go directly to your chosen charity.

**13. Arbitration**

13.1 Any disputes arising under or in connection with these Conditions or the provision of the Service shall be referred to observation by a single arbiter appointed by agreement or (interval) knowledge on the application of either party by the person for the time being of the law society.

13.2 English law shall apply to this Contract and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

13.3 Maximum Adventure reserves the right to revise these Terms and Conditions from time to time and as it sees fit. The Clients agrees to accept any future reasonable changes to these Terms and Conditions which are within the law of the UK.

13.4 Each clause of these Terms and Conditions operates and applies separately. If any court or relevant party deems any individual clause unenforceable in law, the remaining clauses will remain in full force and effect.

13.5 These conditions and the disclaimer form (page 2 of the booking form) constitute the entire agreement between the parties, and supersede any previous agreement or understanding and may not be varied except in writing between the parties.

**Disclaimer**

It is your responsibility to ensure that you have read and understood the following Disclaimer prior to booking your trip. If you are unsure about any part of the Terms & Conditions or Disclaimer please do not hesitate to contact us.

In consideration of Maximum Adventure Ltd allowing me to take part in and engage in any adventure activity, I hereby acknowledge and declare as follows:

1. I confirm that I am over the age of 18.

2. I confirm that I have read and understood the terms and conditions (including risk awareness) of Maximum Adventure as provided on the website: [www.maximumadventure.com](http://www.maximumadventure.com/images/stories/content/documents/2013matermsconditionsdisclaimer.pdf).

3. I agree to be bound by and obey these terms and conditions and all other rules, regulations, and conditions of Maximum Adventure and its officials, including those rules, regulations or conditions contained in this Disclaimer and any other applicable safety rules.

4. I acknowledge that I owe a duty to myself and others whilst engaging in any activity provided by Maximum Adventure to ensure that I do not take any action or fail to do anything which would endanger my safety and/or the safety of others.

5. I confirm that I will not attempt to repair, modify or tamper with any equipment provided to me for any purpose whilst engaging in any activity and will comply with all instructions in relation to the safe and proper use of such equipment.

6. I will not, whilst engaging in any activity provided by Maximum Adventure, use any equipment other than those provided to me by Maximum Adventure without the consent of an employee of Maximum Adventure Ltd.

7. I acknowledge that engaging in an activity provided by Maximum Adventure Ltd can be physically and mentally demanding and confirm that I am in good health and know of no reason, physical or mental why I could be unable to engage in such activity.

8. I agree to pay to Maximum Adventure Ltd a sum equivalent to the new value of the item plus an administration charge of £50 if I fail to return to Maximum Adventure any equipment provided to me for the purpose of engaging in any activity.

9. I acknowledge that engaging in the activity provided by Maximum Adventure Ltd may be dangerous. I, therefore, recognise that engaging in any activity is at my own risk. I confirm that Maximum Adventure is entitled at any time for whatever reason to deny me access and/ or engagement in any activity. I will not hold Maximum Adventure Ltd or any of its representatives responsible for any illness, loss, injury or death sustained before, during or after participation in an activity provided by Maximum Adventure Ltd.

10. I confirm that I understand the necessity to take out appropriate insurance for the activity.

The Client travels at their own risk, and except as expressly provided for in these conditions, Maximum Adventure shall not be liable to the Client by reason of any representation or any implied warranty, condition or other terms, or any duty at, common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, cost, expenses or claims, which arise out of or in connection with the provision of the Service or their use by the Client