



Terms & Conditions

Please read these Terms and Conditions carefully. They contain important information you will need to know before booking. By accessing or using our website you agree to be legally bound by these terms and conditions. The contract is between Albion Trails and each Person booking with us (including the parents or guardian of any person under 18 years of age) ("the Passengers"). The Person booking the holiday warrants as a fundamental term of the contract that he/she has read and agrees with these terms and conditions and has the authority of each Person booked to be bound by them.

A binding contract comes in to place when you pay the full deposit (or where appropriate the full price). We cannot accept bookings for any person under the age of 18 unaccompanied by a parent or legal guardian.

Prices

Prices are inclusive of VAT. Albion Trails reserves the right to alter the published prices of any of the holidays. Prices can go up or down. You will be advised of the current price of the holiday that you wish to book before any contract is confirmed.

Albion Trails reserves the right to correct any errors in its publications or on its websites at any time prior to the price being confirmed at the time of booking.

On very rare occasions a genuine mistake in the price quoted and subsequently confirmed to you for your holiday may have been made. This may only come to light at any point prior to departure, in these circumstances Albion Trails is not obliged to honour the original price if a genuine mistake has been made in the pricing of your holiday. In the circumstances you will be asked to meet any additional costs if you wish to go ahead with the holiday. However, should you not wish to meet these additional costs, the holiday will be cancelled and you will receive a full refund.

Payment is made by bank transfer to Albion Trails.

Booking

We work with you to agree a walking route which once agreed we will book accommodation at the suggested stop-over locations. Where accommodation is not available at a suggested location alternatives will be advised. The start date of your holiday is normally the day before the start of your walk or ride, as most walks start with a night's accommodation prior to your first day of walking. Please let us know of any requirements you may have, for instance, special diets. We can normally meet your specific requirement and will do our best but we cannot guarantee to do so.

Deposit and Balance Payments

A deposit of 20% is required once your accommodation has been booked. The balance of payment must be made in full no later than 8 weeks before the start of the holiday. For bookings made within 8 weeks of the start date, the full holiday price must be paid at the time of booking. If you do not pay the balance of the holiday price at the prescribed time, Albion Trails reserves the right to cancel the booking and apply the cancellation charges set out below. Payments is made by bank transfer to Albion Trails.

Consumer Protection

Albion Trails is a company committed to customer satisfaction and consumer financial protection. In accordance with the current "Package Travel and Linked Travel Arrangements Regulations " all passengers booking with Albion Trails are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form.

Safety

You and everyone in your booking must be fit to travel and be able to undertake the activity booked. Good navigation and fell walking skills are required on our walking holidays. It is your responsibility to ensure that you and your party members have the appropriate skills, levels of fitness and equipment for the walk arranged for you. If you have any doubts, please get in touch. Some of the routes pass through very isolated areas which can be exposed to serious weather. The



responsibility for ensuring the safety of the party rests solely with each party member. You should follow the Country Code, adhere to any warnings and advisory notices along the route and act prudently and sensibly at all times.

Albion Trails is not responsible for any losses, damage, death, injuries, or claims whatsoever arising from, connected with, or related to any activities engaged during your holiday. You engage in all such activities at your own risk.

It is understood and agreed that any liability for any death, personal injury, illness, emotional distress, mental suffering or psychological injury to you or loss of or damage to property shall be the sole responsibility of you and every individual member who is on your booking unless Albion Trails have been negligent in the provision of any services under its contract with you for such service or activity.

We will not be responsible for any improper performance or injury which is wholly attributable to your fault or anyone in your party and or the unforeseen or unavoidable act or omission of a third party unconnected with the provision of the services to be provided and or the unusual and unforeseeable circumstances beyond Albion Trails' control and or the relevant supplier the consequences of which could not even with all due care have been foreseen or forestalled.

Accommodation

We will always do our best to arrange your accommodation in accordance with our advertising and your booking requirements. However, in some locations the amount and type of accommodation is limited, so occasionally some of the details may have to be altered from those advertised and/or requested. We may have to substitute a twin bedded room for a double room, or move one or more of the overnight stops a short distance along or away from the route. This is more likely at busy times, or if the holiday is booked at short notice. We reserve our right to make such alterations and a variation in the location of overnight stops of up to 5 miles is an acceptable modification which will not be considered a major change to your contract and will not entitle you to cancel the holiday or receive a refund.

Unless you inform us otherwise at the time of booking we will assume that twin beds are an acceptable alternative to a double, we will check with you before booking a double instead of twins, and before moving an overnight stop up to or over 5 miles. If these changes are not acceptable, you will receive a full refund.

Occasionally it is not possible to book en suite accommodation for every overnight stop – again this is more likely during peak season or where the booking is made close to the time of departure. Where no en suite accommodation can be booked at a particular location we will secure standard accommodation instead and confirm with you that this is satisfactory.

Bag transfers

We will arrange transport for 1 piece of luggage per person up to a maximum of 20 Kg per bag, unless we advise you otherwise. Overweight bags will incur extra charges which will have to be met by you. Extra bags will incur extra charges.

Cancellation or Alteration by Albion Trails

We reserve the right to modify or cancel any holiday, or arrangement at any time before departure. In the event of cancellation you will receive a full refund, unless we can offer an alternative that you are happy with. Where we have materially modified the holiday in a way not covered in the accommodation section above, you are entitled to a full refund if the modifications are not acceptable to you. We will not materially modify or cancel the holiday within eight weeks of the date of departure unless compelled to do so because of circumstances beyond our reasonable control.

If you receive a refund of all monies paid to Albion Trails due to cancellation or material modification by us, you will not be entitled to any further sum by way of compensation damages or otherwise arising from the cancellation or modification.

Cancellation by Customer

Cancellation of a booking can only be accepted in writing (or by email) from the person who made the booking. Cancellation charges will be made as set out below:



- Cancellation more than 56 days before the start of your holiday: 20% of the total cost with a minimum of £30.00 per person.
- Cancellation 21 days to 56 days before the start of your holiday: 50% of the total cost.
- Cancellation less than 21 days before the start of your holiday: 100% of the total cost.

No refund can be given for cancellation on the day the holiday starts or whilst on holiday. Cancellation of any part of the holiday that arises due to health requirements will be subject to the cancellation charges set out above. Cancellation and re-booking for alternative dates will be subject to the cancellation charges set out above.

Alteration by Customer

After acceptance of the booking, if you request an alteration to the confirmed arrangements, where it is possible for us to make these alterations, an amendment fee of £25.00 per person per night, plus any increased charges incurred, will be charged.

Insurance

It is a condition of booking that you must take out personal holiday insurance to cover illness, injury, personal belongings and cancellation from any cause including the need to self-isolate or from any pandemic restrictions. . Please ensure your policy also covers mountain walking and/or cycling and its associated risks. It is your responsibility for checking that you and everyone in your booking have the correct level of insurance and we will not be liable for any costs, howsoever arising, in excess of any travel insurance cover purchased.

Liability

While taking every care, Albion Trails cannot be held responsible for injury or ill health affecting you or a member of your party during your holiday. Any claim against Albion Trails or employees shall be limited to a maximum of the amount paid by the claimant for his/her individual holiday. Albion Trails will only be liable for loss or damage caused by negligence or omissions by Albion Trails.

Any cost or expense reasonably incurred by Albion Trails for or on behalf of you or on behalf of any person in your booking in respect of any form of medical, dental or similar treatment, hotel, transportation, repatriation, damages to fixtures and fittings (including the soiling of soft furnishings including mattresses) or any other expense shall be repayable by you to us irrespective of whether the sum is covered by your travel insurance arrangements.

Force Majeure

If war or terrorist activities, threatened or actual, riots, civil unrest, industrial action, threatened or actual, adverse weather conditions, fire, flood, drought, natural or nuclear disasters, volcanic eruptions, or any other event outside the control of Albion Trails delays, curtails, or extends the holiday or compels a change in the holiday arrangements, we cannot accept liability for any resulting loss, damage or expense.

Your Behaviour

If we or any other person in authority is of the reasonable opinion that you are behaving in such a way as to cause or be likely to cause danger or upset to any other person (including our staff or agents) or damage to property, or could be disruptive or is/are suffering from a contagious disease, we will be entitled to terminate your Holiday. You will not be allowed to proceed with your travel arrangements and/or will be required to leave the accommodation or other service and we will have no further responsibility to you. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. You will be responsible for making full payment for any damage or loss caused by you or any member of your Booking Group during your time away. Payment must be made direct at the time to the service supplier concerned, failing which you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full costs and expenses including legal costs) as a result of your actions or those of any member of your Booking Group.

Data Protection



Albion Trails requires personal information including but without limitation to name and email address and is entitled to assume that you and all persons in your booking consent to such transfer of information to appropriate parties unless you or any other person in your booking objects in writing (or by email) at the time of booking.

It is your responsibility to make sure that information which we hold about you is up to date and accurate.

Complaints

We welcome feedback (both positive and negative) on all aspects of our holidays so we can continue to improve them. If you are unhappy or dissatisfied with the accommodation or any other service provided by Albion Trails please telephone us as soon as possible, during your holiday, so that action can be taken to remedy the problem. Any complaint made to Albion Trails after the holiday should be made in writing within 14 days of return.

If you do not give us the opportunity to resolve the issue locally during your holiday by reporting it to us and having the issue recorded, then we may not be able to deal positively with any complaint on your return.

Primacy of English Law

These terms and conditions shall form a contract subject only to English Law and any disputes shall be settled only in the English courts.