

Activity Holiday Terms and Conditions

Before making a booking, please read through our Terms and Conditions. Please print off and retain a copy for your own records.

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- 1. Booking:** Col di Lavacchio accepts bookings made by persons aged 18 and over at the time of booking. Bookings by or on behalf of persons under the age of 18 may be accepted on certain trips, when accompanied on the trip by another person over the age of 18 and subject to written consent of their parent or legal guardian.
- 2. Booking Conditions:** By booking with Col di Lavacchio you accept to be bound by the terms and conditions outlined herein. Where a group makes a booking all participants within the group agree to be bound by these terms and conditions.
- 3. Contractual Responsibility:** All booking arrangements are made with Col di Lavacchio, which is a private Agriturismo, registered in Tuscany. Full address: Agriturismo il Lavacchio, Promiana, Molazzana, Lucca 55020 Partita d'IVA : 02077720460
- 4. Deposit:** Your booking must be accompanied by a deposit of 25% of the trip cost per person, or if booked within 42 days (6 weeks) of the date on which the trip starts by the full payment. **This deposit is non-refundable if you choose to cancel.** When Col di Lavacchio has received your initial payment your booking is accepted. You will be sent a booking confirmation receipt together with further information regarding the activity you have booked. Col di Lavacchio prefers payment by a direct bank transfer. Payment by credit card or online payment service such as PayPal may incur an additional charge: you will be advised of such a charge prior to acceptance of your payment.
- 5. Balance of payment:** This is due 42 days (6 weeks) prior to the activity start date. If full payment is not received by this date Col di Lavacchio reserves the right to cancel your booking without a refund of the deposit made.
- 6. Your Holiday Price and Exchange Rate Fluctuation:** Col di Lavacchio reserves 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. So as to accommodate currency fluctuation, if the Bank Of England's Sterling/Euro exchange rate should fall below £1 = €1.2, Col di Lavacchio reserves the right to levy a surcharge to the trip price to accommodate incurred costs due directly to the movement in the exchange rate.

7. Minimum Numbers: We reserve the right to cancel trips or activities where the minimum number of participants has not been reached. We will not cancel your trip less than 6 weeks before your departure date, except where necessary due to *Force Majeure*, failure by you to provide adequate insurance cover for your chosen activity, or failure by you to pay the final balance due.

8. Insurance: It is a condition of booking that you are insured against medical expenses, injury, illness, death, cost of repatriation, and personal accident risks. This must include cover for the activities to be undertaken during the trip. **You must ensure that your insurance covers rescue from the mountains, including helicopter rescue. It is the right of the leader to make a decision to call for helicopter rescue if such assistance is needed.** Costs incurred by you, the client, due to an evacuation, rescue or other emergency event shall be your responsibility. Any subsequent costs incurred for expenses not limited to but including such costs as hotels, food, transport etc shall be borne by you, the client. You are responsible for ensuring insurance cover is adequate for the particular needs of your chosen activity. You must be fully aware of the implications involved in arranging your own travel insurance and understand the limitations and exclusions of the policy. By agreeing to our Terms and Conditions you are authorising Col di Lavacchio or the person employed to lead the trip for Col di Lavacchio to instigate rescue and/or helicopter evacuation procedures without previously obtaining the permission of the company issuing your insurance policy. We reserve the right to cancel your booking at any time if we are not satisfied you have the necessary insurance policy covering your activity. **Please ensure that your insurance covers you to the maximum altitude given on your trip itinerary. If you are unsure or are joining a bespoke trip then please contact us for specific details. Most of our trips have a maximum altitude of 3,000 metres.** You must bring all insurance documentation with you at the time of the activity. We also recommend your insurance covers you for trip cancellation and baggage loss/damage. Col di Lavacchio is unable to accept responsibility for the loss or damage to any client equipment or luggage.

9. Client Cancellation: If you wish to cancel you must notify Col di Lavacchio in writing, whereupon the following charges will be applied from the date they receive your notice of cancellation: More than 6 weeks (42 days) before start date - loss of deposit. Between 4 and 6 weeks (28-42 days) before start date - 50% of fee or loss of deposit, whichever amount is greater. Less than 4 weeks (28 days) before start date - full fee.

10. Trip Cancellation: If Col di Lavacchio has to cancel a booking we shall refund all monies or the client can re-book on a different date or activity. If Col di Lavacchio cancels an activity we will not be liable for any expenses that you may have incurred as a result of your booking, or in the expectation of the activity taking place.

11. **Booking Transfer:** Should you be unable to participate in an activity having made a booking then Col di Lavacchio will endeavour to facilitate the transfer of your place to another person should you wish to do so. Such a transfer of your place to another person requires they satisfy all the conditions for the activity (including health and fitness requirements). While Col di Lavacchio will endeavour to facilitate a transfer of a booking, it does not guarantee that in all circumstances this will be possible and is subject to their discretion.

12. **Personal Risk:** Col di Lavacchio maintains high professional standards of client care and safety. In choosing to undertake any of our activities 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.

13. **Medical Care:** By booking an activity 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 the chosen activity. 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 activity you have booked at the time of making the booking itself. In booking a trip you accept that in case of accident or illness Col di Lavacchio may need to execute evacuation plans or provide for medical treatment. It is your responsibility to inform Col di Lavacchio when booking the trip if you do not feel you can give consent to such an arrangement. If Col di Lavacchio 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.

14. **Itinerary:** Although Col di Lavacchio adheres to planned itineraries wherever possible, changes may occur to both travel and guiding itineraries due to external factors beyond its control. In particular, the person leading the trip has entire discretion to alter programmes at any time in the interests of client safety. In the event that changes are made to the itinerary any extra costs will be met by the client.

15. **Duty of Care:** By booking you agree to abide by instructions and decisions made by the person leading the activity. Col di Lavacchio reserves the right to exclude individuals from an activity 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 activity, relinquishes the protection and duty of care of the person leading the activity for Col di Lavacchio.

16. **Leaving a trip:** It is understood that if you decide to voluntarily leave an activity Col di Lavacchio shall not be held liable for your safety, well-being or costs incurred following your departure from an activity. **Fitness:** By booking on a trip with Col di Lavacchio you confirm you have understood the level of

fitness and ability required for your chosen activity. If your fitness or ability does not meet the minimum requirements prior to engaging in an activity, or during participation in activity, we reserve the right to ask you to discontinue your participation.

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

18. **Complaints:** If you have a complaint about the service you receive at any point during the activity you should notify Col di Lavacchio 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.

19. **Unavoidable Occurrences:** Col di Lavacchio does not accept liability for the consequences of strikes, riots, acts of war or terrorism, disease outbreaks, government intervention, natural disasters or adverse/unusual weather conditions. If such occurrences cause Col di Lavacchio to have to cancel an activity we will endeavour to offer an alternative, but accept no liability for return of fees paid prior to cancellation or curtailment.

20. **Accommodation:** Accommodation is usually in twin or double rooms unless stated otherwise and we request that clients who book individually share a twin room. You may request a single room when there is one available, which may incur a supplemental payment to the price of the activity.

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