

Osprey Adventures Booking Conditions

1. All bookings are made with Osprey Adventures Ltd, registered Company Number 262193 (herein referred to as 'The Company'), the registered office of which is at Dunhallin House, 164 Culduthel Road, Inverness, IV2 4BH, UK. In these conditions, 'trip' means any activity, holiday, package or challenge organised and provided by the Company.

2. A deposit is payable at the time of booking your trip (i.e. holiday, activity or course). These are:

UK trips of up to 4 days £50 pp
UK trips of 5-7 days £100 pp
UK trips of 8 or more days £150 pp
all overseas trips £200 pp.

3. The remaining balance is due at the following times:

trips of up to 4 days - 4 weeks before
trips of 5 or more days - 6 weeks before
all overseas trips - 8 weeks before

4. Payment methods:

Cheque drawn on a UK bank
Credit/Debit cards (MasterCard or Visa)
Sterling bank draft quoting your name.

If the balance is not received by the specified date, we reserve the right to cancel your booking and your deposit will be forfeited, unless a delay in your payment has been agreed by a Director of The Company. Bookings accepted after the balance due date must be accompanied by full payment.

5. Cancellations.

Notice of cancellation must be given in writing and we recommend this is sent to us by recorded delivery. Should you cancel, the following scale of charges will apply:

56 to 42 days before start - deposit + 10% of balance (overseas trips only)
41 to 28 days before start - deposit + 50% of balance
13 to 8 days before start - deposit + 70% of balance
7 to 0 days before start - full amount

Similar terms are adopted throughout the travel industry and cover the costs of advance payments made by The Company. Cancellation charges may be covered by your travel insurance provided the reason for cancellation falls within the terms of the policy.

6. Alterations to Bookings

If you wish to alter your booking, an administration charge of £30 (or £50 for overseas trips) will be payable, up to the time that the final balance becomes due. Any alteration after this point will be treated as a cancellation. An alteration request must be notified in writing and will not be actioned until the administration charge has been received.

A client leaving a booked package at any stage, for whatever reason, will not be entitled to any refund unless agreed by a Director of The Company.

7. Cancellations by the Company.

If for any reason Osprey Adventures Ltd has to cancel any arrangements, we will refund you any monies paid. If we do have to cancel a trip we will inform you at the earliest possible date.

The Company reserves the right to cancel any holiday, break or expedition which does not receive sufficient bookings to make it financially viable. Anyone booked on a package cancelled by The Company will be entitled to a full refund. Anyone on such a package will be invited to transfer to another package and no transfer fee will be payable. Should they transfer to another package any difference in price will be invoiced or credited accordingly.

8. Package description.

We will supply an activity package which as close as possibly matches the description given verbally or in any written communication, brochure or website. If we need to make a material change we will inform you in writing. Whilst every effort will be made to adhere to the planned itinerary, it must be realised that with any type of adventurous activity, changes to the programme will occur from time to time. The Company accepts neither responsibility nor liability, for any ensuing costs, or the consequences of any such change, however caused.

Circumstances may arise where we are forced to alter dates, expedition duration, flight schedules, trekking routes, or hotel accommodation before a holiday starts. We do try to inform you of any such changes as soon as we know of them.

Our Trip Leaders will do their utmost to ensure that any problems are solved as quickly and smoothly as possible. Signing the booking form signifies your acceptance of the Expedition Leader's authority to make decisions affecting either all clients or individuals.

The Company cannot be made liable for the consequences of strikes, industrial action, wars, riots, sickness, quarantine, government intervention, weather conditions, or other untoward occurrences, whatever they may be.

9. Acceptance of Risk

Adventurous travel and activities can be hazardous with, at times, a risk of serious injury or death. By signing the booking form, you acknowledge these hazards and your acceptance of the associated risks.

Neither The Company, nor any of its representatives, will be responsible for any illness, injury or death sustained on any of our packages or activities, nor will they be liable for any uninsured loss of personal property.

10. Duty of Care:

Osprey Adventures holds safety as the top priority during all activities. Staff are required to continually risk assess the activity and to take appropriate decisions with regards to the running of the activity or the participation of any individual. All participants are required to conform with all such decisions; Osprey Adventures Ltd cannot be held responsible for any consequence resulting from any participant refusing to follow Osprey Adventure staff instructions.

Osprey Adventures recognises that it has a duty of care to its clients and staff but cannot be held liable for any injury, illness or loss not caused by Osprey Adventures or its employees. By participating in this activity all participants are deemed to have investigated, and be aware of, the risks associated with the activity undertaken and considered these risks to be acceptable.

11. Fitness to Participate

It is the responsibility of all participants to ensure that they are physically fit enough and suitably equipped to complete the activities being provided by the Company. We strongly recommend that if any participant has any doubts or questions regarding fitness then they should consult an appropriately qualified person (usually their GP) for advice.

Although trip leaders carry first aid equipment, under no circumstances will they issue medication to participants. All participants should carry a personal first-aid kit which should include any personal medications required.

If the leader determines that any participant is not fit enough to safely undertake any activity then the leader has the right to refuse participation in that activity. It is the participant's responsibility to inform Osprey Adventures or the leader if they have any medical conditions, allergies or special dietary requirements and to ensure these requirements are fully met prior to the activity.

The Trip Leader may require an individual or individuals to leave the activity if they believe that a person or persons' health is at risk, if an illegal act is committed, or behaviour or performance may become, or has been, detrimental to the safety, enjoyment or well-being of the other clients.

12. Unacceptable Behaviour

If the group leader decides that a participant has or is engaging in abusive, drunken or unacceptable behaviour they will be asked to leave the trip immediately and will be responsible for their own return travel arrangements.

13. Equipment

Osprey Adventures will provide a minimum recommended list clothing and equipment list to all participants appropriate to the activities they will be engaged in. It is extremely important that participants are in possession of all of the 'essential' items on the list; safety may be compromised if they are not. We reserve the right to refuse participation to anyone who fails to have all of the 'essential' items prior to commencing the activity. We are more than happy to provide advice on clothing and equipment to anyone who requires it.

14. Insurance

For all trips, you are advised to have insurance that covers you for all of the activities to be undertaken, including, but not limited to, adequate insurance for booked activities including cover for search, helicopter rescue, medical repatriation, cancellation and curtailment.

15. Complaints

If we receive a complaint we will respond within seven days and aim to resolve any points raised in a speedy manner and in accordance with best practice.

16. Privacy:

We respect participant's privacy and all personal information is stored and processed in accordance with our privacy policy. We will not pass on personal information for any reason apart from organising your adventure.

17. Jurisdiction

The terms and conditions of all agreements made with The Company shall be subject to, and governed by, Scottish Law. The parties are agreed that any disputes will be settled in the Scottish Courts.

18. Other

Having made every effort to ensure the correctness of information displayed, we cannot be held responsible for any inaccuracies.

The Company's agents and representatives, other than a Director of The Company, are not entitled to promise refunds for whatever reason, and The Company will not be bound by any such promises.

These booking conditions may only be waived in special circumstances, and in writing, by a letter from a Director of The Company.

Any invalidity of any clauses individually shall not affect the validity of the contract otherwise.

When making your booking it is implied and accepted that you have read and understood all these booking conditions and agree to abide by them.

