

BOOKING CONDITIONS

POTENTIAL ENERGY is committed to a policy of fair-trading. Our Terms and Conditions have been formulated as a result of our responsibilities under law.



1. Your reservation

All bookings are made and accepted subject to the terms set out in these conditions. We reserve the right to refuse a booking without explanation but will refund any deposit made.

2. If we change a programme

We plan programmes many months in advance and though it is unlikely we will have to make any changes to confirmed arrangements, it does occasionally happen. Most changes are of a minor nature and we will advise you at the earliest possible date. If we are forced to cancel or in any way change your programme due to war, threat of war, riots, civil commotion, industrial disputes, disaster, terrorist activities, technical or other problems with transportation, alteration or cancellation of scheduled services or other events outside our control, we will not be liable for any modification, cancellation, extension or delay in the arrangements.

3. If we cancel your programme

We reserve the right, in any circumstances, to cancel your programme. If, due to events beyond our control, we are no longer able to provide the programme booked, we will return to you all monies paid.

4. Responsibility

All persons participating in activities offered by us do so at their own risk and by taking part in such activities acknowledge and assume the risks inherent therein and further acknowledge that they are fully responsible both prior to and during the programme for being in reasonable fitness and health so as not to pose a risk or threat to themselves or others by taking part in the programme. Save for negligent acts and/or omissions on the part of POTENTIAL ENERGY, so far as is permissible within the law:

- (i) We shall not be responsible nor do we accept liability for death, personal injury or illness caused to you and/or to any named person on the booking form;
- (ii) You use any transportation arranged by POTENTIAL ENERGY at your own risk;
- (iii) We cannot be held responsible for the condition of any route incorporated in a holiday; you follow any such routes at your own risk;
- (iv) Each person who takes part in a programme shall indemnify us against any and all liabilities, claims and costs incurred by or made against us arising out of any act or omission of that person or of the party of which that person is a member;
- (v) We reserve the right to prohibit any person from taking part in a programme who, in our view, is a danger to himself or to any of the participants on the tour. In the event that

we prevent such a person taking part in any holiday pursuant to this sub-clause no refund or compensation whatsoever shall be payable by us.

All persons who participate in a programme:

(a) are responsible for arranging and paying for appropriate personal insurance cover for the duration of the holiday/tour;

(b) must observe all rules of the road in the relevant country. We cannot be held responsible for any additional expenses or loss incurred as a result of failure to observe the rules of the road in any relevant country;

(c) must possess all necessary visas, certificates and current valid passports as required by the law of any relevant country. We cannot be held responsible for any extra expenses or losses incurred as a result of failure to produce such documents when called upon to do so.

Subject to the foregoing conditions, warranties and representations expressed or implied by statute, common law, or otherwise in relation to the arrangements of programmes by us are hereby excluded.

5. Customer Service

We do try to ensure that your programme with us is as enjoyable as possible, but occasionally plans do go wrong. If you have a problem during your holiday it is important that you advise us and we will endeavour to put things right quickly.

6. Booking and payment

The person whose name the booking is invoiced acts on behalf of all other persons named on it and becomes primarily responsible to us for all payments in respect of the booking. **It is a condition of booking that you are adequately insured on your holiday.**

To determine your place on a programme we must have received your deposit with a booking form. The full balance of the holiday cost must be received at least 6 weeks before the departure date, failing which you will be liable to pay cancellation charges as shown in condition (7). Please note that you will not necessarily receive a reminder that final payment is due.

7. Cancellation by you

If you wish to cancel your booking this must be done in writing by the person in whose name the booking is invoiced and sent by recorded delivery. In the event of cancellation or part cancellation the following charges will become payable:

Cancellation charge (including deposit paid) as a % total price :

More than 6 weeks before departure: deposit only.

Between 3 and 6 weeks before departure: 75%

Less than 3 weeks before departure: 100%

Cancellations commence from the date written confirmation is received by us.

8. Programme Prices

The advertised prices for the programmes are valid at the time of publication. You may be advised of any changes at the time of booking.

9. Your contract with us

Your contract with POTENTIAL ENERGY for your holiday is made on these terms and conditions, which are governed by English law, and you agree to admit to the jurisdiction of the English courts.

10. Insurance

We insist that all clients travelling with POTENTIAL ENERGY are properly covered from the time of booking with adequate travel insurance which may, if called upon, cover cancellation or curtailment, medical expenses, personal liability, loss of personal effects and luggage, certain benefits in the event of death, loss of limbs, eyes etc etc.