

1. CONTRACT:

Please read these booking conditions carefully as they, together with the specific information in your booking confirmation, form the basis of your contract with Pirin Adventures Limited trading as Pirin Adventures.

2. PRICES:

We reserve the right to alter the prices of any of the holidays shown in our brochure. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

3. SUPPLEMENTS:

We reserve the right to apply a supplement to your holiday after you have booked in the event of increases to the costs of supplying your holiday, which might result from changes in transport and accommodation rates, currency fluctuations and government action. Supplements will not be applied within 30 days of your arrival date. All prices quoted are fully inclusive of non optional charges.

4. MAKING A BOOKING AND PAYMENT:

When you have chosen your holiday type and date and you make a request to us to book it, you must pay a deposit of £100, or if you are booking within 8 weeks of your arrival date the full cost of the booking. Your booking is only confirmed and a contract between us will only exist when we have: a) received from you a booking form which has been completed and signed by you (emailed scanned signed document is acceptable); b) received in cleared funds a deposit of £100 per person; and c) issued our confirmation in writing, this includes emails. Please check your confirmation carefully and report any incorrect or incomplete information to us immediately.

5. FINAL BALANCES: If you have paid a deposit, the 'final balance' of the cost of your holiday is due 56 days (8 weeks) before departure. If the balance is not received on time, we will remind you that it is overdue. If you then do not pay within 7 days of this reminder we reserve the right to cancel your booking and retain your deposit. Payments by credit card will attract a credit card charge of 3% Payment by bank transfer attract NO charges.

6. INSURANCE: It is your responsibility to ensure that you are adequately insured. It is essential that you take out insurance, which should include cover against the cost of cancellation by you, assistance (including repatriation) in the event of accident or illness, third party liability for injury and damage. We recommend that your policy is as extensive as our recommended insurance Policy from the BMC, details of which can be found on our website.

7. BOOKING CHANGES: After our confirmation has been issued, any requests for changes must be sent to us in writing, email, fax or post, by the person that made the booking. We cannot guarantee that we will be able to accommodate

your request but we will try to do so. If you change the number in your party, the accommodation price will be re-calculated. If the party size is reduced, this is likely to mean the remaining members paying more due to under-occupancy.

8. CANCELLATIONS: If you want to cancel your booking, the person who made the booking must send this in writing to us, by email, fax or post. You will be charged a cancellation fee as follows: If you cancel (this is the date on which we receive your written notice of cancellation during the hours of 9am to 5.30pm): ...More than 42 days before your arrival date: deposit only
Between 42 and 29 days before your arrival date: 50%
Within 28 days of arrival date: 100%

Charges are shown as a percentage of your total holiday cost.

9. YOUR RESPONSIBILITY FOR YOUR BOOKING: When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. This means that you are responsible for making all payments due, notifying us if any changes or cancellations are required and for receiving the confirmation and keeping your party informed.

10. OUR LIABILITY, CONDITIONS of CARRIAGE & LIMITATIONS: (a) Our obligations, in providing any accommodation or service included in your holiday, are to take reasonable skill and care to arrange for the provision of such accommodation or services. Therefore, providing we have selected our providers with reasonable care and skill, we will have no liability to you for anything that happens at the accommodation or any acts or omissions of the provider or other service providers. We will also have no liability in the following situations: (i) where the accommodation or services cannot be provided as booked due to circumstances beyond our control; (ii) where you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you; (iii) where you incur any loss or damage that relates to any business activity; (iv) where any loss or damage relates to any services which do not form part of our contract with you. (b) Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 1 times the cost of your holiday with us. We shall have no liability where the cause of the failure to provide, or failure in, your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your holiday and is unforeseeable or unavoidable, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our agents or suppliers could have foreseen or forestalled. We

will only accept liability for negligent acts or omissions of our employees, suppliers, sub-contractors, servants or agents providing they were at the time undertaking work authorised by us. (c) Our liability will also be limited : in accordance with and/or in an identical manner to the contractual terms of the companies that provide us with third party services (such as transport) and these terms are incorporated into this contract; and by any relevant international conventions which apply to, or govern, any of the accommodation or services included in your holiday with us. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss or damage.

11. ROOM ALLOCATIONS: All accommodation is allocated by us. We will not accept liability for any complaints based on one bedroom being deemed less attractive than another on account of its size, views, character and/or location. The provision of a bedroom with a balcony will only be guaranteed if a balcony is requested verbally at the time of booking by you, then, if available, in writing on the booking form and finally confirmed in writing by us. We reserve the right to change your accommodation, provided the accommodation allocated is of the same or superior category to that originally booked. All rooms are non smoking, if you are a smoker you must smoke outside the accommodation and only after asking the other occupants if they will allow you to smoke on the balcony areas and first checking it is allowable at the premises you are occupying. Please make sure all doors are shut so smoke does not come into the rooms

12. SPECIAL REQUESTS: Any specific requests by you, such as matters concerning diet or allergies, must be advised to us on the booking form. Whilst endeavouring to fulfil all such requests, we shall not be liable to you if we fail to do so.

13. IF WE CHANGE OR CANCEL YOUR BOOKING: We reserve the right to change or cancel your booking for any reason prior to the payment of your 'final balance', and at any time because of any 'force majeure' event (being any circumstances beyond our control, for example war, riot, industrial dispute, actual or threatened terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, flood, epidemic or pandemic illness and all similar situations). If we do change or cancel your booking we will refund the monies you have paid us for your accommodation but we will not be liable to pay you any compensation, costs, expenses or any other sums, including the cost of securing alternative accommodation, or any amendment or cancellation fees you incur in terms of other arrangements you have made with other providers under separate contracts.

14. BEHAVIOUR: When you book a holiday with us, you accept responsibility for the proper conduct of all members of your party during your stay. We reserve the right at any time to terminate the stay of any party member(s) whose behaviour is such, in our reasonable opinion, as to cause or to be likely to cause danger, upset or distress to anyone else or damage to property. Full cancellation charges will then apply and no refund will be given. Furthermore, we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation) you may incur as a result of your stay being terminated. In addition, you agree to fully reimburse any accommodation provider concerned for the cost of any damage you cause to the accommodation in which you are staying before the end of your stay if the cost has been established by then or as soon as it has been established if later.

15. FINANCIAL PROTECTION: We provide full financial protection for our holidays by way of a bond provided by Towergate Underwriting group Ltd.

16. DATA PROTECTION: Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. We will also send you a news letter of up and coming events unless you tick otherwise on your booking form.

17. For claims please refer to <https://www.gov.uk/make-court-claim-for-money/overview>, this is the government website and will give details of small claims court and mediation alternatives.

18. Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

19. ACCURACY: (i) We make every effort to give accurate information in our website but cannot be liable to you in the event of changes(ii) Any view expressed on the website are the personal views of a member of our staff. Whilst our staff will express personal opinions based on first-hand knowledge of the resort, the final choice of holiday remains yours. We will not accept responsibility for any verbal statement made by a member of our staff unless it is confirmed in writing prior to the start date of your holiday with us.

20. COMPLAINTS: In the unlikely event of any dissatisfaction with the accommodation or any of the services provided during your holiday, the

matter must be reported immediately to our resort manager so that action can be taken by us. You should also try to find a solution whilst you're on holiday. Unless the opportunity for rectification of complaints is given to our resort manager whilst you are in the resort, we will not accept responsibility at a later date. We will not accept liability for complaints unless a complaint form has been obtained from the resort manager by you, and then completed and signed by both you and the resort manager. If we are unable to resolve the problem satisfactorily during your stay, you should submit your complaint in writing, marked for the attention of Mrs E Alderson – complaint – at info@pirinadventures.com within 28 days of the scheduled date of return from your holiday with us, advising us of the action taken and the names of the people to whom the matter was reported. We will not accept liability for complaints made outside this period.

21. Any dispute or claim arising out of this contract that can't be settled between us can be referred by you to court see section 17.

22. You agree that the courts of England and Wales have exclusive jurisdiction and that English law shall apply.

23. We will not be held responsible for the closure of lifts during any season for any reason. In the event of snow, we cannot be held liable, but will endeavour to make mutually suitable arrangements, and these may incur additional costs to you.