

Introduction – Active Adventures Limited ("the Company") gives notice that these terms and conditions together with your invoice comprise the agreement between the Company and those listed on the invoices. Please note that our obligations to you will differ in relation to the "package" portion of your holiday (as defined below), and the flight, and our differing obligations are set out below, in three separate sections. Section A contains the conditions, which will apply to the "package" portion of your holiday, and Section B those which will apply to your flight. Section C contains the conditions which will apply to both packages and flights. The "package" is the part of the holiday consisting of the arrangements you book through us for your accommodation, sports guide, daily instruction, 4x4 transport and airport transfers. If flights are purchased, your holiday will be sold to you in two sections and you will be invoiced twice. The first invoice will be from the Company and relates to your package booking. The other invoice will be for the flight transport section of the holiday. The contract between us, or, in the case of flights, between you and the relevant ATOL Holder providing the flight, is deemed to have been made at the point of despatch of the invoice confirming the relevant part of the booking. No representative of the company has the right verbally to vary these terms and conditions or the information within this brochure, or to enter into verbal agreements with customers of the Company. Please note that receipt of any payment from you constitutes acceptance of our booking conditions.

SECTION A - PACKAGE BOOKINGS

Alterations by the Company - We reserve the right to make changes to your holiday arrangements after you have confirmed the booking. If we have to alter your booking before departure, any alteration will either be major or minor. Where an alteration is minor, we will, if practicable, advise you before departure, but we are not obliged to do so or to pay you compensation. A minor alteration is any alteration apart from a major alteration as defined below. When an alteration is a major alteration (and a major alteration is an alteration which involves a change to accommodation of a lower rating, or a change of more than 50% of all sports for the whole duration of your holiday for reasons other than those out of our control such as the weather), we will advise you as soon as is reasonably possible. You will then have the choice of accepting the alteration, taking an alternative holiday (and where this is of a lower price, we will refund the difference), or withdrawing from the contract and accepting a full refund of all monies paid. In addition, in appropriate cases, we will pay you compensation of an amount, which is reasonable taking into account all the circumstances (and assuming that your full balance has been paid). In the unlikely event that we become unable to provide a significant proportion of the services you have booked after you depart, we will make alternative arrangements for you to continue your holiday at no extra charge, or, if this is impossible, or you do not accept these alternative arrangements for a good reason, we will provide you with transport back to your point of departure. In addition we will pay you compensation of an amount, which is reasonable taking into account all the circumstances. Compensation will not be considered appropriate in cases where a major change has to be made as a result of force majeure (as defined above).

Cancellation by the Company - The Company reserves the right in any circumstances to cancel your holiday. If we have to cancel your holiday, you will have the choice of taking an alternative holiday if we are able to offer one (and where this is of a lower price, we will refund the difference, but where it is of a higher price, you must pay the difference), or withdrawing from the contract and accepting a full refund of all monies paid. In addition, in appropriate cases, and where such cancellation is not due to force majeure as defined below, we will pay you compensation, which is reasonable taking into account all the circumstances. Force majeure is unusual and unforeseeable circumstances beyond our control, the consequences of which neither we nor our suppliers could avoid, examples of which are war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, fire or adverse weather conditions, level of water in rivers or other similar events beyond our control.

Transfer of Bookings - You may change your booking up to 30 days before departure by transferring it to another person if you are unavoidably prevented from travelling, but any costs associated with such a transfer (e.g. changing or cancelling or buying flights) are your responsibility, and the transferee meets any conditions which may apply to the holiday. The right to transfer is subject to payment of an administration fee of £20 per person, together with all additional charges of whatever sort imposed by the suppliers providing the component parts of the package. It is subject also to payment of the appropriate holiday insurance premium, if applicable.

Surcharges - We reserve the right to vary the price of your holiday in relation to changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports or airports, or the exchange rates applied to the particular package. We will not vary the price of your holiday less than 30 days before your departure date, but if variations occur before that time, we will absorb or retain an amount up to the first 2% (excluding insurance premiums and any amendment charges) of your invoiced holiday cost. For variations greater than 2%, we will still absorb the first 2% in the case of increases, but will not retain it from refunds. Where a surcharge or refund is payable, there will be an administration fee of £10 per person together with an amount to cover agents' commission. If we impose a surcharge which means paying more than 10% of your holiday price, you will be entitled to cancel your holiday with a full refund of all monies paid to us except for any premium paid for insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days of the date of our surcharge invoice.

Our Liability - (i) Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them and to do so with reasonable skill and care. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected to be found in the UK. The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply (such as, for example, those of the Civil Aviation Authority), or, if there are no applicable local regulations, if they are reasonable when compared to the local

standards and customs. (ii) For claims which do not involve death or personal injury, we accept, and will only have, liability, subject to paragraphs (iv) and (v) below, should we or our suppliers fail to satisfy the obligations detailed in paragraph (i) above. If we have liability, we will, subject to paragraphs (v) and (vi) below, to pay you compensation of an amount which could be reasonably and properly expected, taking into account all the relevant circumstances. Any sums received by you from suppliers such as from airlines due to the Denied Boarding Regulations 1992 (in this case sums paid by the airline constitute the full amount of your entitlement to compensation for all matters flowing from the airline's actions) will be deducted from any sum paid to you as compensation by us. (iii) For claims which involve death or personal injury as a result of an activity forming part of your holiday, we accept, and will only have, liability subject to paragraphs (iv) and (v) below should we or our suppliers fail to satisfy the obligations detailed in paragraph (i) above. If we have liability, we will, subject to paragraphs (v) and (vi) below, pay you reasonable compensation. (iv) We have liability in accordance with paragraphs (ii) and (iii) above and subject to paragraphs (v) and (vi) below except 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 servants, 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 servants, agents or suppliers could have foreseen or forestalled. (v) If any international convention applies to or governs any of the services or facilities included in your holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. If your baggage is lost, damaged or destroyed in any circumstance not subject to an international convention the maximum amount of compensation we will pay you will be £500. This sum will be assessed with reference particularly to your loss and the extent to which this has required you to purchase replacements. (vi) It should be noted that our acceptance of liability in (ii), (iii), (iv) and (v) above is conditional upon you assigning any rights that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of the holiday arrangements forming part of your package or any death or personal injury you may suffer. It is a condition precedent of such acceptance of liability that you follow the procedures for the notification of complaints set out in the clause below entitled "Clients' Dissatisfaction with the Holiday". If you choose to issue court proceedings in respect of a claim against us, you must do so within 2 years of your return from holiday or within 2 years of first discovering the matters giving rise to the claim, if this is later. If you do not, then our liability to you will be limited in all cases to a sum of £100. (vii) You must, if we are adjudged to have, or if we accept, liability for a claim that you make, assign to us any rights that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of your holiday or any death or personal injury you may suffer. You must also co-operate with us in any claim we choose to bring against any third party which we, in our discretion, deem to be so responsible. Finally, it is a condition precedent of such acceptance of liability that you follow the procedures for the notification of complaints set out in the clause below entitled "Clients' Dissatisfaction with the Holiday". (viii) 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, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday (ix) Further to the above paragraphs under "Our Liability", off-piste and freestyle winter activities (such as off-piste skiing and snowboarding and freestyle acrobatics) are subject to acceptance of a separate disclaimer. Because of the acute dangers inherent in these activities, they can only be undertaken entirely at your own risk. The disclaimer will be sent out with your confirmation invoice. Should you refuse to sign this disclaimer, Active Adventures Limited can refuse to coach or guide you in these particular activities.

SECTION B - FLIGHT BOOKINGS

Flight Arrangements – If flights are arranged for you on your behalf at the most competitive rate at time of booking, through flight companies that are ATOL bonded. Sports equipment can be carried subject to airline acceptance but please note that this will normally incur a surcharge of around £35.00 for a surfboard, snowboard, windsurf board, kite surf board or a set of skis. The extra cost will be passed on to you direct from the airline and the Company is not liable if the exact price differs from our quoted estimate.

Transfer of Bookings - If, after your flight booking has been confirmed, you are unavoidably prevented from travelling and wish to transfer your confirmed booking to another person, we will make every effort to accommodate you, but cannot guarantee that such transfer will be possible. Whether it is possible will depend upon the airline. Amendment charges may be imposed by the airline.

Surcharges - Price increases may occur in relation to flight costs at any time prior to full payment being received from you, and you will be liable pay any such increases in full. Further, some airlines' conditions may reserve their right to levy surcharges even after full payment is received.

Our Liability - As set out above, if act as agent for ATOL Holders in making our flight arrangements, the flights we arrange are therefore organised and operated by ATOL Holders. If we act solely in the capacity of booking agent in relation to flights, we cannot, and do not, have any liability to you or any loss, damage, death or personal injury you may suffer arising from the flight arrangements, unless caused by our negligence.

SECTION C • ALL BOOKINGS

Booking and Payment - Reservations can be made over the telephone and confirmed only upon receipt of a deposit. A deposit is required at the time of booking of 40% of the total holiday package price per person. All deposits are non-refundable except where we are unable to accept your booking. On receipt of your deposit, we will then send out a deposit confirmation invoice electronically in PDF format. On payment of the balance of the monies payable which is due no less than 8 weeks before the departure date, or upon booking if this is less than 8 weeks before departure, an electronic full payment invoice in PDF will be sent and it is at this time that a valid contract comes into existence between us, or, in the case of flight bookings, between you and the relevant ATOL Holder (which may be us if you have bought your flights through the Company. Receipt of any payment from you constitutes acceptance of our booking conditions. You should check the contents of the deposit confirmation invoice and the full payment confirmation invoice when it is received and contact us if you have any queries. If the Company does not receive the balance within this time, we reserve the right to cancel the booking without further reference to you and any deposit paid shall be forfeited. Payment may be made by cheque, bank transfer, debit card, credit card or cash. Cheques should be made payable to Active Adventures Limited. Credit card payments carry a 3% administration charge and any banker's transfer fee is also charged to the client. If you have any special requests, these should be indicated either on a booking form or directly with our sales staff, you should check that any special requests appear on your invoice. We will notify the relevant supplier of your request, but this cannot be guaranteed, nor will we accept any liability if such requests are not met. If you wish to change any detail of your booking we will do our best to help, but any change will, of course, be subject to availability. Please note also that all alterations will be subject to an administrative charge of £20, and any amendment charges imposed by suppliers. Alterations to flights are dealt with under the airlines own conditions of booking. However, we should point out that it is not uncommon for alterations to flight tickets to result in a charge of 100% of the original ticket price. The exchange rate used for price calculations in this brochure was that published in www.x-rates.com on 29 April 2005, namely Euro 1.48014 equal to £1. No refund will be made if sterling strengthens.

Cancellation by the Client - You, or any member of your party, may cancel your holiday at any time providing that the cancellation is made by the party leader as indicated on the invoice and is communicated to us in writing by letter or email. As this incurs administrative costs, we will retain your deposit and in addition may apply cancellation charges up to the maximum shown as follows:

49 days or more - Deposit only, 29-49 days - 50% of total cost, 28 - 22 days - 70% of total cost and 21 or fewer - 100% of total cost.

Note: If the reason for cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges.

Clients' Dissatisfaction with the holiday - In the unlikely event that the service, accommodation or tuition/guide experience are not up to the standard as outlined in this brochure a complaint should be made immediately, and during the course of the holiday, to the local manager. In addition, if it is not possible to resolve the matter, a complaint should be made to the Company. If, by the end of your holiday, it has not been possible to resolve the complaint to your satisfaction, you must notify the Company in writing within 28 days of your return. Failure to do this may reduce or extinguish any rights you may have to claim compensation from the Company or any of its suppliers. If you are ill whilst on holiday, you must, in addition to reporting your illness to our representative, consult a local doctor and also consult your GP on return to the UK. Should you then wish to make a claim against us as a result of that illness, you must provide us with details of both the local doctor whom you saw, and your GP, together with written authority for us to obtain a medical report from both those doctors.

Insurance - We consider it essential to be well ensured before embarking on any kind of holiday. In arranging your own insurance must ensure that the policy you arrange provides cover for the activities that you have elected to do.

Client Protection - The Company is ATOL protected. You are only protected by our ATOL bond if you have purchased the flights from us. In the case you purchase flights separately for you holiday with us, you will be ATOL protected by the ATOL license recorded on your ATOL flight receipt. You have the full protection of the airline agent's ATOL Holder's license for your air travel. In the unlikely event of either the Company or your ATOL Holder becoming insolvent, your flight costs are protected by ATOL, so your peace of mind is guaranteed. This means that your money will be refunded and that you would be repatriated in the event of our insolvency.

Brochure Description - We reserve the right to change any of the prices, services or other particulars contained in this brochure before we enter into a contract with you. If there is any change, we will advise you before we enter into such a contract.

Clients' Responsibility for Accommodation - Each person making a booking shall indemnify the Company against all actions, loss, damages and costs whatsoever, in consequence of any claim by any person arising out of any act or default on the part of the client from the date of departure to the time of his return to this country of the said person. The Company reserve the right to deal with or settle any such claims as they in their absolute discretion think fit. The Company takes no responsibility for your personal belongings, money or travellers cheques, either inside or outside the apartments.

Misbehaviour - We reserve the right in our absolute discretion to terminate your holiday if your behaviour is likely, in our opinion or that of our employees or suppliers, to cause distress, damage, annoyance or danger to our employees or to any third party, or their property. If you are prevented from travelling on an aeroplane because in the opinion of any person in authority at the airport, you appear for whatever reason unfit to travel, we have no further responsibility for your journey or your holiday, including any return flight. We will impose full cancellation charges and will not give any refunds. Furthermore, we will be under no obligation whatsoever to pay you compensation or cover any costs you may incur as a result of having to make alternative arrangements.

Passports - All UK Nationals travelling in Europe will require a full 10 year passport with at least 6 months validity for travel from the date of departure. No visas or medical certification or vaccination is required. All children, including new born babies, must be in possession of their own passport. Non British citizens should check with their embassy or consulate to obtain details of the relevant requirements. It is your responsibility to make the necessary applications and to comply with any regulations governing entry to your chosen country. If you do not obtain a visa, where this is required, or your passport or any other travel documentation is not in order and you are unable to travel as a result, you will be liable to pay the cancellation charges set out in clause 3. Furthermore, we will not accept any responsibility or refund any money in cases where you are unable to travel because of an invalid or mislaid visa or passport. The Foreign and Commonwealth Travel Advice Office issues travel advice, which is regularly updated, and which relates to political, economic and other circumstances prevailing in countries throughout the world. If you want any such advice, you should contact them. Their telephone number is 0870 6060290. Sources of information about health requirements include the Department of Health's free leaflet Health Advice for Travellers, which is available by telephoning 0800 555 7777.

Operation of the Holiday - All the activities the Company offers carry with them a degree of risk both to people and property, even if enjoyed under proper supervision by qualified instructors. They are also strenuous activities that require those taking part to have a reasonable standard of swimming and fitness. All course members must therefore make us aware of any medical conditions, illnesses or allergies they may have and any prescribed medication they are taking on the booking form at the time of booking. No one should participate in any of our sports activities if they are suffering from a heart condition or if they are pregnant. All course members of our water based holidays must be able to swim at least 50 metres. All course members of all our holidays must in no circumstances be under the influence of any alcohol, drugs or medication at the time of the lesson, which may adversely affect their physical abilities. All course members must agree to abide by all instruction and all decisions that the Company and its instructors make in order to secure the safety and comfort of all participants. Course members may have the use of the Company's equipment during their stay, and are responsible for immediately reporting any damage caused to the equipment or which becomes apparent whilst the equipment is in their possession. Whilst it is hoped weather conditions will be favourable, this can never be guaranteed.

Suppliers' Conditions - Airlines, railways, coach and shipping companies, activity suppliers and other suppliers have their own booking conditions or conditions of carriage, and you will be bound by these as far as the relevant transport provider or supplier is concerned. Some of these conditions may limit or exclude liability on the part of the relevant transport provider or other supplier, and they are often also subject to various international conventions. Where relevant, copies of such conditions may be available for inspection at the offices of the relevant supplier.

Excursions - Our local representatives may, at your request, make arrangements for excursions locally on your behalf. However, please note that if they do, the contract for the provision of the excursion will be between you and the supplier of the excursion and not between you and us. Therefore, when you purchase an excursion locally, whether or not through our representative, your contract is with the local company and we have no liability whatsoever for anything which may go wrong on the excursion.

Delays - We have no control over the time flights and other transport departs and therefore cannot guarantee that flights or any other transport will depart at the time specified. In the event of any delay, we are under no liability to you whatsoever to provide appropriate meals etc. Although we will use our best endeavours to arrange for the air carrier or other transport provider to do so, we will not make any such provision.

Arbitration - Any dispute arising out of, or in connection with, the sale of a holiday from us, which is not amicably settled, may be referred to arbitration under the Travel Industry Arbitration Service's special scheme. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability to the client in respect of costs. The scheme does not apply to claims for an amount greater than £1,500 per person or £7,500 per booking form or to claims that are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. Details of the scheme will be supplied on request.

Data Protection - We will provide your personal information, as well as any personal information you provide in relation to the persons whose travel arrangements have been requested by you, to suppliers and carriers that might be located outside the UK and/or EU, to enable the operation of the services requested by you. If you make special requests, which include, but are not limited to, special dietary, religious, or disability related requirements which constitute sensitive information, the relevant data will also be passed to the relevant suppliers and carriers to enable provision of the services requested by you.

Law and Jurisdiction - Your contract with us and any matters arising from it shall be subject to English law and to the jurisdiction of the Courts of England and Wales. If you are resident in Scotland or Northern Ireland, the Courts of Scotland or Northern Ireland can deal with any disputes.

Thank you.

We wish you a fantastic experience with Active Adventures.