



## **Holiday, Day Trip & Scheduled Booking Terms**

### **1. PAYMENTS**

Bookings less than £100 per person – full payment is required at time of booking.

Bookings greater than £100 per person – a 25% non-refundable deposit is payable on submission of booking form.

Balance is due no later than 6 weeks before start of the holiday. If final payment is not received by this date, you will be deemed to have cancelled and your deposit will be forfeited.

### **2. CONFIRMATION OF BOOKING**

**Holidays** - we will confirm your booking within 5 working days of receiving your booking form and deposit.

**Day Trips & Scheduled Activities** - we will confirm your booking within 2 working days of receiving your booking form and full payment.

All confirmations will be by e-mail unless specifically requested to confirm by post or phone call. All booking confirmations are subject to your payment clearing unhindered to our bank account.

### **3. CANCELLATION BY US**

If In Your Element have to cancel your holiday for operational reasons (for example, if minimum numbers required for a trip or course are not reached) then we will offer you the choice of an alternative trip or a full refund of any money paid. We will not cancel any Holiday for internal operational reasons less than 4 weeks prior to departure. Day Trips and Scheduled Activities may be cancelled up to 6.00pm the previous day due to minimum numbers not being reached.

### **4. CANCELLATION BY YOU**

If you have to cancel a confirmed booking, then we will endeavour to attract replacement business. If successful, we will refund any money paid less an administration charge of £30. If unsuccessful, then we have to apply the following cancellation charges in order to honour our staff commitments, up-front booking costs and to cover overheads:

- Cancellation more than 8 weeks before start of holiday - 25% of Holiday / Trip / Activity cost
- Cancellation 4 to 8 weeks before event - 50% of Holiday / Trip / Activity cost
- Cancellation less than 4 weeks before event - 100% of Holiday / Trip / Activity cost

Note: We appreciate that totally unforeseen events may result in cancellation. We therefore **strongly advise you to take out insurance against cancellation costs.**

### **5. CANCELLATION DUE TO COVID-19 GOVERNMENT RESTRICTIONS**

Both the Scottish and UK governments have understandably introduced limitations on our freedom of movement and gathering in order to reduce the threat of COVID-19 virus transmission. If government travel restrictions around your place of residence or around the activity destination (or unavoidable travel routes between the two) mean that you can not travel to participate in the adventure booked then we will compensate you for any monies paid as follows:

Products covered by the **Package Travel and Linked Travel Arrangements 2018**: Customer choice of a) Re-book for future date, b) Credit Voucher or c) Refund by method of payment

All other IYE products: Credit Voucher to re-book for same or alternative IYE product within the following two years

### **5. ALTERATIONS BY YOU**

There will be a charge of £30 per booking for those wishing to transfer a booking to another person or wishing to change their booking to another trip or another date.

### **6. INSURANCE / LIABILITY**

In Your Element will only be liable for loss or damage caused by the proven negligence of In Your Element, its suppliers or employees in performing their obligations under this contract. We have £5 million public liability insurance cover in place to protect you under such circumstances. We cannot be held responsible for any mishap to yourself or your property such as trips, falls, flight cancellations, vehicle accidents, strikes, sickness, police intervention or other such happenings amounting to force majeure. You are strongly recommended to take out insurance for the duration of your trip in respect of cancellation and curtailment, injury, death, lost & damaged property, money, liability, medical expenses and repatriation.

### **7. ACKNOWLEDGEMENT OF RISK**

In Your Element place great emphasis on the safety and comfort of our clients. We only employ suitably qualified, well trained staff and use only modern correctly maintained equipment. However, the outdoor activities that we offer are hazardous by their nature and participants must accept that participation could result in physical harm or even death.

Parents and guardians must also accept a degree of risk to their children. Group organisers must explain this risk to all group members (or Parents/Guardians where appropriate) before confirming their participation.

\*\*\*While we will take all reasonably practical steps to reduce the risk of transmission of the COVID-19 virus during our activities it is impossible to reduce this risk to zero and there remains a very small risk of transmission between participants\*\*\*

#### **8. SAFETY**

To ensure everybody's safety as far as possible, we reserve the right to postpone or cancel the activities on offer as weather or group needs dictate. If any member of your party is affected by a medical condition which may affect their or other people's enjoyment of the experience, you must advise this at time of booking. If we believe that individuals are placing themselves or the group at risk by their actions, we reserve the right to remove the person(s) concerned from the activity at their own cost.

#### **9. THE LEGAL BIT**

We believe that the details contained in our website and printed materials to be correct at the time of publication. We reserve the right to alter the information, prices and itineraries in our publicity material before acceptance of a booking. This agreement is subject to Scottish Law in a Scottish Court.

**In Your Element, June 2020**

**t:0333 600 6008**



#### TRAVEL REGULATION INSOLVENCY PROTECTION

#### TO BE INCLUDED ON YOUR BOOKING CONFIRMATION FORM

Wee Westie Ltd trading as In Your Element is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel and Linked Travel Arrangements Regulations 2018" all passengers booking with Wee Westie Ltd trading as In Your Element are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Wee Westie Ltd trading as In Your Element. This insurance has been arranged by Towergate Travel through Zurich Insurance PLC.

#### Claims

In the unlikely event of Insolvency, you must Inform Towergate Travel immediately on +44 (0) 1932 334140 or by email at [tcs@towergate.co.uk](mailto:tcs@towergate.co.uk). Please ensure you retain the booking confirmation as evidence of cover and value.

Policy exclusions: This policy will not cover any monies paid for Travel Insurance or any claim relating to Air Flights. If you have booked flights as part of your travel, you should ensure that the company with which you booked the flights has the appropriate CAA/ATOL bonds in place.