

Croyde Activity Breaks - Terms

All the programs and activities listed on the website are organised by or through Croyde Activity Breaks Limited, Company Number: 06615687, whose registered office is Asherdale, Winsham Road, Knowle, Braunton, Devon, EX33 2LU, trading as Croyde Activity Breaks Limited (hereinafter called 'the Company' or 'we' or 'us'), and are provided subject to the following terms and conditions:

1. Booking

To make a booking you must be over 18 and we require a completed booking form and the applicable deposit. Deposits are non-returnable, but may be transferred to another booking, if requested. The person making the booking (the "lead name") accepts these terms and conditions on behalf of everyone in their party. If we accept your booking, we will issue a booking confirmation and invoice.

A contract will exist from the date we issue the booking confirmation. If you did not see these terms and conditions when you made your booking you will be taken to have seen and accepted them by sending us a booking form.

[When a booking is confirmed for any of the packages listed on this Website a contract will exist between you and PT. Regina Barahi Indo, as we act as exclusive sales agent in the UK for PT. Regina Barahi Indo, trading as Regina Adventures, in relation to those packages](#)

Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any conditions, medical or otherwise, that might affect your or other people's enjoyment. Some of the activities are physically demanding in nature and it is your responsibility to ensure that all members of your party are capable of undertaking such activities.

2. Deposit, payment & pricing

If the booking is made more than 45 days before the date of commencement of your program ("the commencement date"), a deposit of 30% of the total sum due is payable on booking, and is non-returnable (but may be transferred to another booking, if requested), with the balance to be paid no later than 45 days prior to the commencement date. If the balance due is not paid within the prescribed time limit we will consider your booking cancelled and we will retain your deposit. If the booking is made within 45 days of your commencement date then the total sum due is payable on booking. Payment methods are: debit card, credit card and cheques.

All quotations are valid for a 2 day period from date of issue. Should this time elapse, please contact Croyde Activity Breaks for a new quotation. When you receive the booking confirmation please check the details carefully and inform us immediately if anything is incorrect.

Documentation will not be issued unless final payment has been received and any cheques have cleared. We cannot accept any liability for documentation lost in the post. In the case of any booking made within 45 days of your commencement date, your documents will, upon payment of a fee of £5, be sent to you by Royal Mail Special Delivery. If you elect to have documentation sent by Royal Mail (Standard Deliver), which is subsequently lost in transit, you will then be liable for courier costs in addition to a re-issue charge (which will be a minimum of £20). If you live outside the UK we will send your documentation by courier and will add the charge to your booking (this charge is variable depending on your country of residence).

The price of your program will be detailed on your booking confirmation. Before you enter into a contract with us, we reserve the right to change any of the facilities, services or prices described on our website. If a change occurs you will be advised at the time of booking.

The price of your program (including VAT) will be detailed on the booking confirmation, and for the avoidance of doubt, will be the price for the services and activities detailed on the booking confirmation only; no food, transfers, activities, accommodation, or other such items will be included in the price unless specifically detailed.

Some of the suppliers of services detailed on your booking confirmation may require a deposit for damage, breakage or behaviour, and it is your responsibility to provide this when requested – the details will be provided on your booking confirmation. If a deposit requested by a supplier of services is not provided by you then the Company accepts no responsibility or liability in relation to any element (or the whole) of your program which may be forfeit or cancelled due to the requested deposit not being provided.

3. If you change your booking

If, after confirmation has been issued, you wish to make a change to your existing booking, including, but not limited to, changing the commencement date and/or adding or removing an activity, we will try to make the changes requested, provided that notification is received in writing at our offices from the lead name at least 45 days before the commencement date and you pay a minimum of £20 per person to cover our administration costs.

Any alteration will also be subject to payment by you of any costs imposed by any of our suppliers providing the component parts of the program. Any alteration by you within 45 days of the commencement date will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out in clause 4 below.

Where any member of the party is unable to undertake the program ("the transferor") you can transfer the booking to another person ("the transferee"), subject to the following:

- (a) you must notify us in writing at least 45 days before the commencement date; and
- (b) your request is accompanied by all original documentation which you have received and the full name and address of the transferee; and
- (c) the transferee must fulfil any conditions that apply to the booking; and
- (d) payment by you of an administrative charge of a minimum of £20 per person and all costs which those supplying the services impose.

Both the transferor and transferee will be jointly and severally liable for payment of the price and other associated expenses.

4. If you cancel your booking

You or any member of your party may cancel your booking at any time providing that the cancellation is made by the lead name in writing. As this incurs costs, we will retain any deposit paid and in addition will apply other cancellation charges as shown below:

Period before commencement date within which written cancellation is received

Amount of cancellation charge shown as percentage of the program price

More than 45 day

Deposit only 30%

75%

Between 45 days and 30 days

30 days or failure to undertake program

100%

5. If we change your booking

It is unlikely we will have to make any changes to your program after you book. However, we plan the arrangements weeks or months in advance and may occasionally have to make changes. Most changes are minor. If a major change becomes necessary, we will advise you of the change as soon as possible. Whether a change is 'major' depends on the nature of the program and may include, for instance, a change to a lower standard of accommodation. When a major change occurs, you will have the choice of accepting the change, accepting an alternative offered, or cancelling your booking, in which case we shall refund you in full. In all cases, except where a major change arises from circumstances amounting to force majeure (see below), we will pay you, as a minimum, compensation as detailed below:

Period before commencement date within which a major change is notified to you Compensation per person

Before balance due date	Nil
Between balance due date and 14 days before commencement date	£20.00
Between 13 days and the commencement date	£30.00

Compensation will not be payable if we are forced to cancel, or in any way change your program for reasons of force majeure, which includes without limitation, war, threat of war, riot, civil strife, industrial dispute, terrorist activity, health epidemics, natural or nuclear disaster, fire or adverse weather conditions or other similar events beyond our control and that of our suppliers.

6. If we cancel your holiday

Sometimes it may be necessary to cancel your booking and we reserve the right to do so. However, in no circumstances will we cancel your booking less than 2 weeks before the scheduled commencement date except for reasons of force majeure or failure on your part to pay sums due. In circumstances where we are unable to provide the program booked, we will return to you all monies paid or where possible offer an alternative program of comparable or higher standard and compensation if appropriate. We will not be liable to refund any incidental costs incurred for travel arrangements other than set out on the booking confirmation.

7. Compensation and liability

Our obligations, and those of suppliers providing any services or facilities included in your program, are to take reasonable skill and care to arrange for the provision of such services and facilities (including equipment) 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.

For claims which do not involve death or personal injury, we accept, and will only have, liability should we or our suppliers fail to satisfy the obligations detailed above. If we have liability we will pay you reasonable compensation (limited to the program price). Any sums received by you from suppliers pursuant to a claim will be deducted from any sum paid to you as compensation by us. For claims which involve death or personal injury as a result of an activity forming part of your program, we accept, and will only have liability should we or our suppliers fail to satisfy the obligations detailed above.

If we are liable, we will pay you reasonable compensation. We shall have no liability where the cause of the failure to provide, or any failure in, your program 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, but it is either attributable to you, or attributable to someone unconnected with your program, 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.

8. Complaint procedure

If you have any complaint during your program, you must inform both the Company's group leader of the activity and the relevant supplier of the service immediately. If you are not happy with the action taken in response to your complaint, you should notify our office immediately, and we shall endeavour to resolve the problem promptly. Failure on your part to notify us removes the opportunity for us to take appropriate action to put things right, and may affect your legal rights. If you feel the problem has still not been dealt with, you should notify us in writing within 28 giving us your all relevant information. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days. It is unlikely that you will have a complaint that cannot be settled amicably between us.

9. Data Protection Policy

To ensure that your program runs smoothly, we need to use information such as your name and address, special needs, dietary requirements, etc. We will apply appropriate security measures to protect this data. However, we must pass it to suppliers of your accommodation and activities, for example. We may also supply it to security or credit checking companies. We will only pass data, including sensitive information regarding disabilities or dietary and religious requirements, to people responsible for your program arrangements. If we cannot pass this information to the relevant suppliers, we cannot provide your booking. When you make this booking, you consent to this information being passed to the relevant parties. Information provided to a third party is held subject to that party's own data protection policy. We can supply a copy of your information held by us; there is a charge of £10 for providing this. The Company's Data Controller Registration Number is: Z1488522

10. Independent arrangements/excursions

If you purchase any optional activities that are not part of your pre-booked program, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and at your own risk.

If you do have any complaint about, or problem with, any optional activity purchased your claim should be directed to the activity provider and not the Company.

11. Insurance

Suitable insurance cover is mandatory for all persons while on one of our programs, and must cover all the activities in which you and your party and participating. By submitting a booking form you are confirming that suitable insurance cover will be in place for the duration of your program and that it will cover the activities detailed on your booking form.

Please note that many insurance policies have either exclusions of certain aspects of cover or have increased excesses on certain areas of cover. It is your responsibility to make sure appropriate insurance arrangements are in place for you and your party.

The Company has appropriate insurance cover in place to allow it to organise the programs and activities and a copy of the policy can be provided upon request.

12. Special requests

We endeavour to fulfil any special requests (e.g. vegetarian meals) and will pass your request to our suppliers but do not guarantee that the request will be carried out.

13. Your conduct and behaviour

Once a contract exists between us you agree to accept the authority and decisions of our employees, group leaders, agents and suppliers while on your program or undertaking any activities. If, in the opinion of any of these, your health, conduct or behaviour appears likely to endanger the progress of an activity and/or program, or you, a member of your party, or any person associated with your party, is behaving in a manner likely to cause distress, damage, danger or annoyance to any other party, you may be excluded from the whole of, or a part of, the activity or program, and any right to compensation will be forfeit and you may be liable for consequent loss to, and compensation sought by, us and/or our suppliers, including, but not limited to, the costs and expenses (including time and administration) incurred in pursuing such recovery. In the case of ill-health we may make such arrangements as we deem necessary and recover the costs thereof from you. If you or any of your party commits an illegal act we shall cease to have responsibility to or for you.

14. Alterations to terms and conditions

No employee or agent of the Company may vary these terms and conditions or offer any refund or discount on the price without the written consent of a director of the Company.

15. Consent to photography

Any likeness or image of you or any member of your party secured or taken on any of our programs or activities may be used by the Company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet, and by submitted a booking form you consent to such usage.

16. Notices

All communications relating to these terms & conditions (in particular any requests to cancel or amend your arrangements) must be from the lead name in writing and in English and delivered by hand or sent by recorded delivery post to the registered address of the Company. Any such communication shall take effect when a complete and legible copy of the communication has been received at the appropriate address.

17. Applicability, jurisdiction and law

These terms and conditions were published on 3rd June 2008

English law will govern these terms and conditions and the English courts will have exclusive jurisdiction to deal with any disputes.

These terms and conditions will be superseded by any subsequent editions.

NOTE

Before booking with us, take a moment to consider the challenging nature of some of the activities listed on our website. Such activities often require a substantial amount of flexibility from you. The details contained on our website must be seen as indications of our intention, rather than contractual obligations on our part. Unforeseen events may sometimes necessitate changes to the itinerary, accommodation or means of transport. We will accept your booking on the understanding that you realise the potential hazards involved in the some of the activities detailed, including potential injury, loss/damage to personal property, inconvenience and discomfort. Refunds will not be given for unused activities.