



## **Terms & Conditions**

### **1. Booking conditions, legal jurisdiction and contractual responsibility**

DaysAway Adventures is the shared booking and marketing platform of Jason Day and Vivien Day. By booking an event with Jason Day or Vivien Day, hereafter referred to as DaysAway Adventures, you accept to be bound by these terms and conditions. Where a group makes a booking all participants within the group agree individually to be bound by these terms and conditions.

All booking arrangements are made directly with DaysAway Adventures, St. Jean d'Aulps, 74430, France. All documents and descriptions have been written in English and then translated into French. In case of doubt, the original English wording shall take precedence. All terms and conditions between you, the client and DaysAway Adventures are to be governed by and held under the jurisdiction of the courts of France.

### **2. Payment, Discounts & Promotional Codes**

When you make a booking with DaysAway Adventures you must pay in full before the activity begins, the event is not confirmed until full payment has been received and as such may mean that your event may not go ahead.

Invoices: If you are paying by invoice this must be paid either before the event or within 2 weeks of the invoice date, whichever is sooner. Any late payment may be subject to a late payment fee as determined by us. Non payment may be subject to a collection fee or claim and may also be subject to a break in working relationship.

Discounts: Only one discount or promotional code can be used at one time and can only be used within the period specified.

If a cost or fee for an event has been agreed outside of a discount or promotion period, then no discount or promotion is valid unless previously agreed.

A discount or promotional period may be terminated at any time at our discretion.

### **3. Participant numbers**

Open Groups: Maximum numbers: In order for us to give a more personal experience and to maintain client safety, in open group events, a maximum number of participants will be clearly displayed for each event. If the maximum number of participants is reached, we will operate a waiting list. Where possible we will supply an extra leader but this cannot always be guaranteed. Minimum group numbers will operate where we work in conjunction with a partner. A full refund will be made if this number is not reached.

Private groups: the maximum amount of clients in a group is limited by the number of leaders that can be supplied in a ratio of 1 leader and up to 14 clients but we reserve the right to lower this maximum if we feel we need to do so. This number of clients may be less if transportation is a limiting factor. A minimum number of 1 client is required for a private group booking.



#### 4. Travel arrangements

All of our events operate from St. Jean d'Aulps, France and are sold on this basis, unless otherwise specified. You are responsible for making your own resort travel and accommodation arrangements. We cannot be held liable for any losses incurred in respect of any travel or accommodation booking or any other related costs, howsoever incurred.

#### 5. Cancellation:

**Cancellation by You:** Should you or any member of your party need to cancel your booked event, the lead person who completed the booking form must immediately advise us in writing via email to [hello@daysawayadventures.com](mailto:hello@daysawayadventures.com). Cancellation charges will then be payable as set out below to compensate us for the cost of cancelling your booking. These charges are calculated from the date written notice of the cancellation is received by us.

For the period before an event within which written notification of cancellation is received by us, **the cancellation charge** will be:

More than 4 weeks = 20% of the full amount due

2-4 weeks = 50% of the full amount due

Less than 2 weeks = 100% of the full amount due

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your own appropriate insurance policy.

As an alternative, we may be able to offer a credit voucher for the full amount actually paid, which is valid for 24 months from the intended start date of the event. This is subject to availability and prior agreement.

In some cases, for larger groups or walks booked over several days, we may ask you for a deposit. This is non-refundable and reflects the amount of administration time we will have put in to the event behind the scenes. This deposit will be taken off your full amount when the final invoice is submitted.

**Cancellation by us:** If we need to cancel an event for any reason, other than those listed under Insurance and Force Majeure, we will offer you an alternative time and day, or a full credit voucher, or a 100% refund. This also applies if an event is postponed.

Please note that in respect of a cancellation due to you being ill or injured, a credit voucher only will be issued.

#### 6. Fitness & medical declarations

All of our walks and events have a description of the level of difficulty and fitness required. We understand that everyone is unique and some people will find some walks harder than others. We have given our descriptions in good faith, and will support and adapt where we can. However, we do require you to make a judgement as to your suitability for the event you are interested in, based on our description - if you have any questions, please do ask us. Any costs such as transport if you decide to leave an event early, will be your responsibility.



We require you to declare any medical issues to our leaders before the start of an event. All our leaders are first aid trained but it is your responsibility to look after your own personal welfare and carry necessary personal medication with you whilst on an event. If you feel unwell during an event, please notify the leader immediately.

## **7. Insurance**

It is a condition of booking an event with us and a legal requirement in France, that you are insured against medical expenses, injury, illness, death, cost of repatriation and personal accident risk, including helicopter evacuation. You must ensure that your insurance covers rescue from the mountains, and from the activity that you are undertaking. It is the right of the leader to make a decision to call for a helicopter rescue, and any costs relating to this will be your responsibility. Any subsequent costs incurred for expenses, including but not limited to, hospitalisation and transport to and from hospital is your responsibility.

You are also entirely responsible for ensuring that your insurance is adequate for the particular needs of your chosen activity - we do not individually validate insurance policies. As part of this, please ensure that your insurance covers you to an altitude of 3000m. We reserve the right to cancel your booking at any time if we are not satisfied that you have adequate insurance in place.

All personal effects are taken at your own risk. We will not be responsible for any loss, damage or accident to personal property, however incurred. You are advised to check the limitations of your insurance policy in this respect.

## **8. Personal risk**

We maintain high professional standards of client care and safety. We take due care and only use leaders who are appropriately qualified and legally permitted to work in the country we run events in. In choosing to undertake activities in a mountain environment you accept that these activities may pose a danger of personal injury and even death. All clients must be aware of and accept these risks and be responsible for their own actions and involvement in such activities.

## **9. Transferring to another event**

If after you have booked and paid for an event, you wish to transfer to another event, we will endeavour to arrange this but it may not always be possible due to, but not limited to, the number of booked clients on the alternative event, the weather or other reason outside of our control. You are responsible for covering any costs incurred including resulting costs of Cancellation

## **10. Force majeure**

If DaysAway Adventures, or any of our leaders is prevented (either directly or indirectly) from performing any of its obligations under this agreement by reasons of act of god, adverse weather conditions, strikes, fire, breakdowns, interruption of transport, medical incapacity, government or political actions, acts of war or terrorism, acts or omissions of a third party, pandemics or for any other cause whatsoever outside our reasonable control, we shall not be liable for any resulting loss, cost or expense of any nature.



## **11. Data Protection**

You give us permission to share any personal information you supply within DaysAway Adventures and with any other leaders that we use, in order for them to be able to provide an appropriate level of service, or, if legally so required, with government agencies. We do not share this data with any other third party.

## **12. Participation Statement**

DaysAway Adventures recognises that going into mountain areas is hazardous, and, when adventurous activities are added, the hazards are inevitably increased. This implies a potential risk of injury or, in extreme circumstances, loss of life. Anyone considering taking part in one of our events needs to consider this very seriously. By choosing to book with us you take responsibility for your participation and acknowledge and accept these risks.

## **13. Newsletter**

By signing up to our newsletter, we promise not to sell your details to a third party. We will only use your details for the purposes of distributing any updates which will focus on but not be limited to, the provision of our activities and services and any related and relevant information. You can unsubscribe at any time by clicking the link on the bottom of the newsletter.

## **14. Gift Vouchers**

Gift vouchers are for named individuals only. If you would like them transferred to someone else, you must inform us before making a booking. They can only be used once. They can be used for full or partial payment towards any available DaysAway Adventures event. They will have an expiry date of 24 months from the date of issue. Full payment of the gift voucher must be received before it is issued.

## **15. Loyalty Cards**

A loyalty card is issued to all attendees who participate in Open Group events. One stamp can be issued for each person on a booking. Once 5 stamps have been obtained, a 6<sup>th</sup> place on an open group event walk or snowshoe will be issued free of charge by emailing [hello@daysawayadventures.com](mailto:hello@daysawayadventures.com). The cost of the walk only is discounted, not the cost of any extras. Please note that loyalty cards are not available on private group events.

## **16. Dispute – Consumer Mediation**

In the event of a dispute between the Customer and the company, they will endeavour to resolve it amicably (the Customer will send a written complaint to the professional or, where applicable, to the professional's Customer Relations Department). In the absence of an amicable agreement or in the absence of a response from the professional within a reasonable period of one (1) month, the Consumer Client within the meaning of Article L.133-4 of the Consumer Code has the possibility of contacting, free of charge, if a disagreement persists, the competent mediator registered on the list



DaysAway Adventures

of mediators established by the Consumer Mediation Evaluation and Control Commission pursuant to Article L.615-1 of the Consumer Code, namely:

*The Professional Mediation Company - Alteritae*

5, rue Salvaing 12000 Rodez

[www.mediateur-consommation-smp.fr](http://www.mediateur-consommation-smp.fr)