



dementia adventure®

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Terms and Conditions: UK Tailored Holidays and Breaks

These Booking Conditions, together with our privacy policy and with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Dementia Adventure which is a community interest company incorporated in England and Wales with registered number 1163163 whose registered address is Unit 11, Old Park Farm, Main Road, Ford End, Essex CM3 1LN.

Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

Holiday contract with Dementia Adventure

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a. He/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
- b. He/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. He/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. He/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

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Registered Address: Unit 11, Old Park Farm, Main Road, Ford End, Essex, CM3 1LN



Booking your holiday

Dementia Adventure Bespoke Holidays comprise the following elements.

- Travel
- Accommodation
- Dementia Adventure Support costs
- Activities/Itinerary

Your total holiday cost will be a combination of some or all of these elements and you will be given a full cost breakdown at the time of booking. A booking is made with us when you pay us a deposit of £100 per person and we issue you with a booking confirmation.

We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you.

If your holiday is booked more than 8 weeks (56 days) before departure, you will subsequently be invoiced for the cost of accommodation plus the Dementia Adventure support costs, and payment will be due immediately (less the deposit already paid). The remaining balance must be paid in full before 8 weeks prior to departure.

If the holiday is booked within 8 weeks (56 days) of departure, all of the above costs will be payable in full at the time of booking.

If we do not receive payment in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out below will become payable.

If you change your booking

If, after your booking has been confirmed, you wish to transfer to a different holiday or departure date, we will make every effort to satisfy your requirements; however, this may not always be possible.

Any request to change arrangements must be made in writing by the person who made the booking. Where we can meet a request, all changes will be subject to payment of an administration fee of £30 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change.

If you cancel your booking

Should you, or any member of your party, decide to cancel your holiday booking you must advise us in writing, either by letter or by email. To cancel by email, please send a copy of your original email confirmation to adventures@dementiaadventure.co.uk. A cancellation will take effect from the date that written notice is received at our office.

As we incur costs in cancelling your arrangements you will have to pay the applicable cancellation charges shown in the table below – these show the proportion of the full holiday cost.

- 56 days or more – the deposit of £100 per person
- 56 - 30 days - 75% of the full holiday cost
- Less than 30 days - 100% of the full holiday cost

If you need to cancel your holiday due to Covid-19

You must notify us of your need to cancel for a COVID-19 reason as early as possible (and at the latest 24 hours before your scheduled departure), and must provide us with appropriate written official evidence of the COVID-19 reason.

It is the responsibility of guests to consider suitable travel insurance to cover against the risk of not being able to travel due to illness or isolation due to COVID-19 or any other illness. We strongly recommend that you take out appropriate travel insurance at the time of booking.

If your travel insurer will not allow the cost of your lost holiday as part of your claim, we will transfer your full booking value to a future booking or hold it in credit for you. Please note that for us to do this, evidence must be provided. For the purposes of these terms a “COVID-19 reason” is either a confirmed diagnosis of COVID-19 within 30 days prior to departure or an order, via the NHS’s track & trace team, to self-isolate due to contact with a person who has, or may have, COVID-19.

Curtailement

No refunds, either complete or partial, will be made for any curtailment. If a person’s condition deteriorates during a holiday, and/or presents a threat to the safety of our staff and volunteers, we reserve the right to: a/ call medical help and b/ return that person to their home. Any costs incurred as a result of failure to disclose full information in advance will be invoiced at the end of the holiday.

Brochure and website accuracy

The information and prices in our brochures and on our website have been carefully checked and we believe they are correct at the time of publication. Occasionally changes and errors can occur, and we reserve the right to make changes; if this occurs, we will advise you before your booking is confirmed. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking. We feel it is right to point out that advertised facilities may be subject to change by the various suppliers concerned. There may be occasions when an advertised facility or activity is not available during your holiday. This may be due to insufficient numbers, weather, operational or maintenance reasons.

Support

Please ensure that you discuss your abilities and all your support needs: a member of staff will go through a suitability assessment with you for all members of the group. If you are not self-caring, you will need to bring someone who can provide your care for you. It is essential that we are notified in advance if you have the following conditions: epilepsy, diabetes, asthma, heart and respiratory conditions as well as dementia. Please also make sure you inform us in advance if you have any allergies, intolerances, or special dietary requirements.

If we cancel your holiday

We make every endeavour to operate all of our holidays. If we have to cancel your holiday, you will have the choice of (i) taking an alternative holiday (and where this is of a lower price we will refund the difference) or (ii) withdrawing from the contract and accepting a full refund of all monies paid. We shall not cancel a holiday or travel arrangements after the date when the payment of the balance becomes due, unless this is as a result of Events Beyond Our Control or failure by you to pay the final balance or because the minimum number required for the package to go ahead hasn't been reached. The minimum number required will be provided to you on our website.

We will not be liable or pay you compensation if our contractual obligations to you are affected by "Events Beyond Our Control". For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

Coronavirus/COVID -19

We will contact you 72 hours before the departure of your booked break and then again on the morning of departure to ensure that you or anyone you live or have close contact with has not been affected by any of the symptoms of Covid-19. If you or anyone you live with or have close contact with has been asked to isolate while awaiting test results we will not depart until we have received confirmation of a negative test result.

All guests are responsible for following Government guidance in all aspects of COVID-19 including, but not limited to, social distancing, and wearing protective face coverings on public transport (including transport provided by Dementia Adventure). It is our guests' responsibility to ensure they are conforming to the latest Government guidance, and this includes all members of the party travelling.

Dementia Adventure staff will wear a protective mask when driving the vehicle and provide hand gel and wipes to ensure that touch points within the vehicle are kept as clean as possible. We ask that you travel in the rear of the DA vehicle to maintain social distancing to protect both holiday makers and DA staff. Hand gel and wipes will also be provided in the property. If anyone in the party becomes unwell during the holiday, we will follow the current Gov.uk guidelines for testing and isolation of suspected cases.

Complaints

If you have a complaint during your holiday you must notify the Adventure Leader who will do their best to resolve the problem. If your complaint is not resolved locally, please contact Adventures@dementiaadventure.co.uk or call 01245 237548. Should it not be possible to resolve your complaint and the time, please write to Caroline Melidor at the head office address shown above within 28 days. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint and will affect your rights under this contract. All complaints that are received are thoroughly investigated and guests are kept informed. Sometimes investigations can take time, especially when awaiting a response from suppliers. We aim to settle any complaints amicably.

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so. No variation to our contract with you shall be of any effect unless made in writing and with our authority.

11.09.2020