



dementia adventure®

Terms & Conditions

Dementia Adventure Supported 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 Trust which is a charity 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.

Please note that:

- If for any reason you cancel your booking, cancellation charges will apply and may be up to 100% of the booking cost details of which are set out below;
- You may make amendments to your booking but there will be a charge for this as set out below;
- You should take out travel insurance that is appropriate to your needs at the time of booking or before;
- We provide financial security by way of a trust account as required by The Package Travel and Linked Travel Arrangements Regulations 2018 for package holidays;
- If you have any complaints about the service we provide please contact us within 28 days of the act or omission giving rise to any such complaint.

1. 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 Terms and 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.

All our holidays take place in the UK and as such there are no specific passport and visa requirements, and other immigration requirements for British passport holders. Overseas customers should confirm any such requirements with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

2. 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.

3. Booking your holiday

Our holidays mostly comprise the following elements:

- Travel while on holiday (getting to the meeting point is your own responsibility)
- Accommodation
- Dementia Adventure Support
- Activities/Itinerary
- Food

Your total holiday cost will be a combination of some or all of these elements. A booking is made with us when you pay us a deposit of £200 per room and we issue you with a booking confirmation. 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.

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 we do not receive any payments due 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.

Your booking, and these Terms and Conditions 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 agreed in writing by us.

3.1. The price of your holiday

We always try not to but we can change your holiday price after you've booked in certain circumstances:

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or exchange rates mean that the price of your booking may change after you have booked. However, there will be no change within 20 days of your departure.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel you must do so within the time period shown on your final invoice.

3.2. If you wish to change or transfer 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. You will be asked to pay the costs we incur or are imposed upon us in making the desired alteration. We will make such costs known to you prior to making them.

Any request to change arrangements must be made in writing by the person who made the booking.

Costs generally increase the closer to the start of your booking that they are made. We may not be able to accommodate or make certain amendments, and some may incur 100% of the cost of that part of the arrangement in addition to what you have already paid e.g. new ticket or transport charges.

You may transfer your booking to another person, who satisfies all the conditions that apply to this booking. To do so you must give us notice in writing no later than 7 days before

departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

3.3. If you wish to 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 by us, it is your responsibility to ensure written cancellation is received.

As we incur costs in cancelling your arrangements you will have to pay the applicable cancellation charges shown in the table below, shown as a percentage of the full holiday cost during the applicable period before your holiday starts.

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

Depending on when the cancellation takes place, we will do all we can to resell the holiday places, in which case, these charges may be reduced if we can recoup our costs and expenses and be subject to our administration costs of dealing with the cancellation. If we are able to do this we will advise you accordingly. Unless we can resell or recoup your holiday costs the charges will apply in full.

If you cancel your booking before it begins because it is significantly altered by us then we will arrange for you to receive a full refund within 14 days.

3.4. If we cancel your holiday

We make every endeavour to operate all of our holidays as planned however, sometimes things happen which mean we have to cancel confirmed arrangements. If we have to cancel your holiday, you will have the choice of:

- (i) taking an alternative holiday if we can offer one 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 unavoidable and extraordinary circumstances 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.

We will not be liable or pay you compensation if our contractual obligations to you are affected by 'unavoidable or extraordinary circumstances'. This 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, epidemics or pandemics, 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. Please also refer to section 8 regarding Covid 19

3.5. If we change your holiday

We may make changes to any aspect of your booking before it is confirmed. After your booking is confirmed we will only change it as follows:

- a) If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include alteration of travel or activity times, the substitution of activities for ones of a similar value (in our opinion), change of accommodation to one of another of the same or higher standard, changes of transport.
- b) If we are constrained to alter significantly any of the main characteristics of the services that make up your holiday we will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

If you choose to accept a refund we will pay appropriate compensation except where the significant change is due to unavoidable and extraordinary circumstances as set out above.

4. Liability and Risk

Some activities in your booking will have inherent risk of accident or injury by their very nature and by booking with us you accept the risks involved in any activity you participate in.

We do not control, own, manage, or operate any of the suppliers who provide your chosen arrangements such as accommodation, activity provider, transport operator, or other service provider. Each of them will have their own terms and conditions which form part of your contract with us, copies of which are available on request.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost of your holiday. Our liability will also be limited in accordance with and/or in an identical manner to:

- a) The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and
- b) Any relevant international convention, for example the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as

having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed with reasonable skill and care by us or the respective travel service suppliers for whom we are responsible, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both.

We will not be liable where any failure to perform or improper performance of the travel services is due to:

- i) you or another member of your party;
- ii) a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or
- iii) unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

If transport to and from your chosen destination was arranged by us at the time of booking and it is impossible for us to ensure your return as we have promised due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

Please note that any excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator even if we assist you booking it with the operator concerned (in which case we would act as your agent only).

5. Financial Protection

We provide full financial protection for our package holidays by way of a trust account operated in accordance with the Package Travel and Linked Travel Arrangements Regulations 2018.

6. Insurance

Upon booking you accept the responsibility to ensure that all members of the party are adequately insured for the duration of the holiday. We may require you to provide proof of cover prior to departure or the commencement of your chosen activities. We do not advise on the suitability of any chosen policy. You must make sure any insurance is suitable and adequate for your needs.

7. Your Responsibility, Behaviour and Damage

As specialists in dementia holidays, we understand the nature of dementia and its consequences to you and those around you. Whilst we always try to accommodate and support we also owe duties to our staff, any other group members, and our suppliers. Therefore we must ensure that you refrain from any improper, violent or abusive behaviour towards anyone and we reserve the right to cancel your arrangements where we deem it necessary. Please also see section 8 “Coronavirus/COVID -19 Policy and Guidance below” which sets out our expected behaviour in relation to COVID-19.

We and our suppliers reserve the right to remove you from any activity included in chosen arrangements if you are behaving in any way which is deemed unacceptable. We are in no way responsible for any costs you incur as a result of being removed for unacceptable behaviour and you shall have no right to a refund.

You are responsible for looking after the accommodation and adhering to any rules given to you by the accommodation provider. You have individual responsibility for property damage caused during your stay and the cleanliness of your own room as well as common areas.

Any costs, damages, fines, penalties, or expenses incurred or alleged payable by us or our suppliers arising out of or contributed to by your behaviour shall be immediately payable by you on demand .

If a person’s condition deteriorates during a holiday, and/or presents a threat to the safety of our team and volunteers, we reserve the right to take appropriate steps including, but not limited to, calling for medical help or arranging to return that person to their home. Any costs incurred as a result of such action will be your responsibility.

8. Assistance and Support

Please ensure that you discuss your abilities and all your support needs (including in relation to booking): a member of our 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, and any other medical conditions that you take medication for or are under the care of a medical practitioner as well as dementia. Please also make sure you inform us in advance if you have any allergies, intolerances, or special dietary requirements.

We cannot be responsible for ensuring you take any medication of any kind, that responsibility rests with you and your holiday companion alone. We can only advise that you ensure you take steps to carefully follow the advice of your healthcare professional on any medication you should take to manage your health and wellbeing this is especially the case if a failure to follow such advice may affect your behaviour towards others (please see the clause ‘Your Responsibility, Behaviour and Damage’ above).

If you need assistance during your holiday you must notify the Adventure Leader who will do their best to help. If your issue is not resolved locally, please contact adventures@dementiaadventure.co.uk or call 01245 237548 to discuss the issue

9. Coronavirus/COVID-19 Policy and Guidance

All guests are responsible for following Government guidance in all aspects of COVID-19 including, but not limited to, participating in Lateral flow testing, 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. Please do not attend if you have tested positive for Coronavirus, if you have any symptoms of Coronavirus or have had contact with anyone with confirmed Covid in the last 10 days.

9.1 Coronavirus/COVID-19 Vaccines

We want to ensure we are providing the safest possible experience whilst you are on holiday with us. Therefore, we have taken the decision to introduce the requirement that all customers must show a valid NHS COVID-19 Pass upon arrival. This will usually mean that unless medically exempt, you must be vaccinated against COVID-19 (comprising at least two vaccinations and a booster(s)) no less than 2 weeks before travelling with us. Your holiday may be cancelled on account of your behaviour (see section 6 above) if you are unable to provide such evidence in which case the remainder of your holiday will be terminated without any refund or compensation. Please see the guidance here on how to obtain a COVID-19 Pass <https://www.gov.uk/guidance/nhs-covid-pass>

We have comprehensive COVID-19 protocols in place to protect our Dementia Adventure team members, and they too will be vaccinated as current NHS policy. .

If Covid-19 still presents a significant public health risk at the time of your holiday Dementia Adventure team members will wear a protective mask when travelling in the vehicle and ask that you do the same. We will provide hand gel and wipes to ensure that touch points within the vehicle are kept as clean as possible. 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.

9.2 If you need to cancel due to Covid-19

You must notify us of your need to cancel for a COVID-19 reason as early as possible

It is the responsibility of guests to purchase 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.

Normal cancellation conditions as detailed above will apply in all cases. We will endeavour to resell the holiday places depending on the date of cancellation but this cannot be guaranteed.

10. 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 at the time, please write to the CEO 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. We will acknowledge receipt of your correspondence within 14 days and provide a detailed response within 28 days of receipt. Sometimes investigations can take time, especially when awaiting a response from suppliers. We aim to settle any complaints amicably.

11. YOUR KEY RIGHTS UNDER THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018

General

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018.

Therefore you will benefit from all EU rights applying to the packages. Dementia Adventure Trust will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, Dementia Adventure Trust has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

KEY RIGHTS UNDER THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018

-Travellers will receive all essential information about the package before concluding the package travel contract.

-There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.

-Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.

-Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

-The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

-Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, has changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.

-Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

-Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

-If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

-Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.

-The organiser has to provide assistance if the traveller is in difficulty.

- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Dementia Adventure Trust has taken out insolvency protection in the form of a trust account. Your money cannot be released from this trust account until all contractual obligations have been fulfilled and your package tour has been completed or the appropriate financial failure insurance is put in place. Travellers may contact the Trustees if services are denied because of Dementia Adventure Trust's insolvency.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here:

<https://www.legislation.gov.uk/ukdsi/2018/634/contents/made>