



Terms and Conditions of Booking

We are Free Spirit Escapes Limited. ("We", "us" and "our") of 3 Wrenfield Grove, Liverpool, England, L17 9QD. 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 transferred. A 'package' and 'lack of conformity' have the same meaning as in the Package Travel and Linked Travel Arrangements Regulations 2018 and 'arrangements' are all the holiday, tour and other arrangements detailed on your confirmation (including any additions or amendments).

Accuracy of information

We endeavour to ensure the accuracy of all the information and prices in our advertising material. However, occasionally changes and errors do arise and we reserve the right to correct them in such circumstances. You must check the current price and all other information relating to the arrangements that you wish to book before your booking is confirmed. We will not be liable for booking errors which are attributable to you or which are caused by unavoidable and extraordinary circumstances as defined in clause 9.

1. Our agreement

You will receive information about the main characteristics of your package arrangements before a binding agreement between you and us comes into existence. That information, these conditions together with our Privacy Policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with us. Please read them carefully as they set out our respective rights and obligations. By making a booking, you agree to be bound by all of them. The key terms of our agreement are:-

Key terms

- 1. You will enter into a binding contract with us when we issue our confirmation. If you then cancel your arrangements, you will be required to pay cancellation charges. Initially this will be the deposit you paid to secure your arrangements, but after you've paid that, these charges could increase up to 100% of the cost of them;**
- 2. You can make changes to your confirmed arrangements in certain circumstances. We will make a charge for processing these changes;**
- 3. We may make changes to and cancel your confirmed arrangements but we will provide suitable alternatives and pay you compensation in certain circumstances if we do so;**
- 4. We are responsible for making sure your confirmed arrangements are not performed negligently but there are some limits on and exceptions to this.**

Our agreement becomes binding when we issue a confirmation, either directly to you or via any agent we have authorised to act on our behalf. Please check all details on the confirmation (or any other document issued) immediately on receipt. It may not be possible to make changes to your arrangements later so you should notify us of any inaccuracies in any documentation within ten days of our sending it out. It may harm your rights if you don't.

The suppliers whose services make up your arrangements make those supplies in accordance with their own terms and conditions which will also form part of your agreement with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International

Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

2. Payment

You must make payment for your arrangements in accordance with the instructions we give you. Normally, we will ask for a deposit of £250. Full payment is due 60 days before departure. If booking 60 days or less before departure, the full price of your arrangements will be payable at the time of booking. If we do not receive any payment 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 in clause 7 below will become payable.

3. Insurance

It is a condition of our agreement that you are covered by adequate travel insurance for your arrangements. Such insurance as a minimum must cover your losses sustained as a result of cancellation, medical issues, and repatriation in the event of accident or illness. In particular your cover should encompass swimming activity and any other activities you intend on doing outside of your package. Your policy must include medical expenses (including transportation), emergency repatriation, travel illness and personal accident on the tour. Details of a policy suitable to cover your arrangements are available on request. If you choose to travel without adequate insurance cover, we will not be liable for any of your losses howsoever arising, in respect of which insurance cover would otherwise have been available.

4. Special requests

Special requests relating to your arrangements must be advised to us at the time of booking and confirmed to us in writing. Whilst we will try meet or arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. If we are able to specifically confirm a special request or requirement, we will do so on our confirmation but where requests or requirements have not been so confirmed in writing on our confirmation, a failure to meet them will not be a breach of contract on our part.

5. Suitability of our arrangements, disabilities and medical problems

All participants must be able to swim at least 100m. You must make us aware at the time of booking of any pre-existing medical conditions, treatments or surgeries, allergies and intolerances upon booking. Failure to do so may result in you not being able to take part in the escape.

In some circumstances it may be necessary to provide us with a letter from your GP/Specialist stating that they are happy for you to go ahead with the escape.

We will give you information about whether the arrangements you have chosen are generally suitable for persons with reduced mobility but if you or any member of your party has any precise medical problem or disability which may affect your chosen arrangements, please provide us with full details before we issue our confirmation. We will only provide precise information on the suitability of the trip or holiday taking into account your needs if you specifically request us to do so. Acting reasonably, if we are unable to properly accommodate your needs, we will not confirm your booking and/or if you did not give us full details at the time of booking, we will treat it as cancelled by you when we become aware of these details.

6. The price you pay

We reserve the right to amend the price of unsold holiday arrangements at any time and correct errors in the prices of confirmed arrangements.

The price of your confirmed arrangements is subject to variations which occur solely as a direct consequence of changes in:-

(a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;

(b) the level of taxes or fees on your confirmed arrangements imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or

(c) the exchange rates relevant to the package.

Price variations will be calculated by applying the cost differential we experience as a result of the above factors. Prices may go up or down and we will notify you about any variation by sending you a calculation explaining the variation no less than 20 days before you are due to depart.

If your arrangements are a package, and if that means that you have to pay an increase of more than 8% of the price of your arrangements (excluding any insurance premiums, amendment charges and/or additional services), we will offer you the options in clause 8.

If prices go down as a result of the above factors, we will make a reflective refund, but we will also deduct our administrative expenses from what is owed to you and this may extinguish the value of the refund due.

Also, note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on price due to contractual protections in place.

7. Changes and cancellations by you

If you wish to make any changes to your arrangements after they have been confirmed, including if you wish to cancel all or some of them, you must inform us in writing as soon as possible. Your notice requesting a change or cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. We can't guarantee that changes can be met, although we will do our best to assist. Since we incur costs in cancelling or changing your arrangements, all such changes and cancellations will be subject to the charges below. Where we are unable to assist with making a requested change and you do not wish to proceed with the original booking, we will treat this as a cancellation by you.

You may cancel any package arrangements prior to their commencement (following the process outlined above) in the event that i) circumstances amounting to unavoidable and extraordinary circumstances (as set out in clause 9) are occurring at the place where your arrangements are due to be performed or its immediate vicinity and; ii) if the performance of your arrangements will be significantly affected by those unavoidable and extraordinary circumstances. In this event, you will receive a refund without undue delay of any payments made but this the maximum extent of our liability and we regret we cannot meet any other expenses or losses you may incur as a result.

If your arrangements are a package and if any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements, including an agreement to these booking conditions) providing we are notified in writing not less than seven days before departure and you pay an amendment fee and meet all costs and charges incurred by us and/or incurred or imposed by us or any of our suppliers. Both you and the person to whom you would like to transfer your arrangements shall be jointly and severally liable for the payment of any balance due and for any additional fees, charges or other costs arising from the transfer. If you are unable to find a replacement, cancellation charges as set out below will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Charges in the event of a cancellation

In the event of a cancellation, you will have to pay the applicable cancellation charges up to the maximum shown below (The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling):-

Once you have booked your escape your deposit is non-refundable*.

Cancellation more than 120 days before the start date of the retreat: full refund minus deposit.

Cancellation 90 – 119 days before the start date of the retreat: 75% refund minus deposit.

Cancellation more than 60-89 days before the start date of the retreat: 50% refund minus deposit.
Cancellation less than 60 days before the start date of retreat: No refund. But at our discretion we may put the balance paid towards another escape.

If an outbreak of Covid-19 either in your destination or in the UK prevents you from travelling then we will either book alternative dates and transfer your booking or provide a refund of monies paid. You will be required to deal directly with your airline with regards to a refund of your flight. Should you choose not to cancel because of Covid-19 but the escape is still able to go ahead then you will be subject to the standard cancellation terms above.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. We will deduct the cancellation charge(s) from any monies you have already paid to us.

Charges in the event of a change

In the event we can meet your requested change, you may have to pay a charge as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a charge of up to 100% of that part of the arrangements in addition to the charges above.

8. Changes and cancellation by us

Where we refer to a 'price reduction' in this clause, we mean that we will give you an appropriate reduction in the price you paid for the arrangements affected for any period during which there was lack of conformity, (unless that lack of conformity is attributable to you). Where we refer to 'compensation', we will pay you appropriate compensation without undue delay for any damage which you sustain as a result of any lack of conformity subject to the limitations and exclusions in section B of clause 12.

Changes and cancellations before departure

Most changes will be insignificant and we reserve the right to make them. If we make an insignificant change to the main characteristics of any package arrangements we will try to notify the change to you as soon as reasonably possible before your departure but we will not notify you about any other insignificant change. We will have no other responsibilities to you in respect of any insignificant changes.

Occasionally we may have to make a significant change to your confirmed arrangements and we reserve the right to do so. A significant change is one where we significantly alter any essential element of your arrangements (other than the price) owing to circumstances beyond our control. Examples of "significant changes" made before departure include the following:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A significant change to your itinerary, missing out one or more destination entirely.
- Where we or our supplier can no longer fulfil any special requirements that we have accepted and confirmed on our confirmation invoice and this will have a significant impact on your arrangements.
- Where we increase the price of your arrangements by more than 8% of the price of your arrangements (excluding any insurance premiums, amendment charges and/or additional services).

If we have to make a significant change or cancel before departure, we will inform you without undue delay and if there is time to do so before departure, we will offer you the choice of the following options:-

- i (for significant changes) agreeing to the changed arrangements,
- ii accepting the cancellation or terminating the contract for the arrangements and receiving a refund (without undue delay) of all monies paid; or
- iii accepting an offer of alternative arrangements of comparable standard from us, if available.

(In the event that any proposed change or alternative offered results in a reduction or increase in the price you have agreed to pay or an increase or decrease in the quality of arrangements we have agreed to provide, we will also notify you of any price reduction or additional amount due).

You must notify us of your choice within 7 days of our offer. If you fail to do so, we will contact you again, re-iterating the above choices and sums payable or refundable and if you again fail to respond within 7 days, we may terminate the contract and refund all payments made by you without undue delay.

Subject to the exceptions detailed below and where your arrangements are a package, we will where appropriate, pay you reasonable compensation, subject to the limitations and exclusions in section B of clause 12. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

We will not pay you compensation where:-

- i) we make a significant change or cancel before you have paid the final balance of the cost of your arrangements;
- ii) we make a significant change or cancel as a result of unavoidable and extraordinary circumstances as set out in clause 9;
- iii) we cancel your arrangements no later than 20 days before they are due to start because the minimum number of participants to run them has not been reached.

We will not make a price reduction or pay you compensation; and the above options will not be available where:-

- i) we make an insignificant change;
- ii) we cancel as a result of any failure by you (including a failure to make payment in accordance with these terms);
- iii) where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Changes and cancellations to package arrangements after departure

If we become unable to provide a significant proportion of your package arrangements after you have departed, we will try to offer you suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract. If the alternative arrangements we make are of a lower quality than those you originally booked, we will make a price reduction. Where our original agreement included return transport we will also provide you with equivalent transport back to your place of departure without undue delay or additional cost. You may reject the proposed alternative arrangements only if they are not comparable to what we originally promised to provide or if the price reduction we offer is inadequate. Where we are unable to make suitable alternative arrangements or you reject the proposed alternative arrangements in accordance with this clause, where appropriate and only where your arrangements are a package, we will pay you compensation subject to section B of clause 12.

Where we are unable to ensure your return from a package as agreed because of unavoidable and extraordinary circumstances defined in clause 9, we will bear the cost of necessary accommodation if possible of equivalent category for a period not exceeding (a) 3 nights per traveller (exceptions apply in respect of persons with reduced mobility and people travelling with them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that we have been notified of their particular needs at least 48 hours before the start of the package); or (b) where a different period is specified in any passenger rights legislation applicable to the relevant means of transport for your return, for the period specified in that legislation.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any other expenses or losses you may incur as a result of any change or cancellation.

9. Unavoidable and extraordinary circumstances

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you a price reduction or compensation if our contractual obligations to you are affected by unavoidable and extraordinary circumstances beyond the control of the party who seeks to rely on them which we or the supplier(s) of the service(s) in question could not avoid even if all reasonable measures had been taken. These events can include,

but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute unavoidable and extraordinary circumstances.

Assistance to those travelling on a package in the event of difficulty or unavoidable and extraordinary circumstances

Where you have booked a package, we will provide appropriate assistance without undue delay in the event that you experience difficulty including where you are unable to return to your agreed point of departure because of unavoidable and extraordinary circumstances as set out in this clause 9. Such assistance will extend to providing appropriate information on health services, local authorities and consular assistance; and helping you to make distance communications and to find alternative travel arrangements. We will charge a reasonable fee for such assistance if the difficulty is caused by you intentionally or as a result of your act or omission. In the event such assistance is needed please contact us by email: info@freespiritescapes.com or phone: 07746935248

10. Complaints

If you experience difficulty or lack of conformity during your holiday, please inform us without undue delay so that we can take steps to assist you or put things right. You should also contact us email: info@freespiritescapes.com or phone: 07746935248. If your complaint remains unresolved and you wish to complain further, please send formal written notice of your complaint to us within 28 days of the end of your arrangements, giving your booking reference and all other relevant information. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and could affect your rights under our agreement.

11. Your behaviour

If in our reasonable belief or opinion or in the reasonable belief or opinion of any person in authority, your behaviour is jeopardising the safety of people or property or good order and discipline; or is causing or is likely to cause distress, danger, damage or annoyance to any third party or property, or to cause a delay or diversion to transportation, we reserve the right to terminate your arrangements immediately. In the event of such termination our responsibilities to you will cease and you will be required to leave your accommodation or other service immediately. We will have no further obligations to you and will not meet any expenses, costs or losses incurred as a result. You may also be required to pay for loss and/or damage caused by your actions directly to the applicable supplier prior to departure from the service. If you fail to do so, you will be responsible for meeting any claims and costs subsequently made against us as a result.

12. Our Responsibility

Where we refer to a 'price reduction' in this clause, we mean that we will give you an appropriate reduction in the price you paid for the arrangements affected for any period during which there was lack of conformity, (unless that lack of conformity is attributable to you). Where we refer to 'compensation', we will pay you appropriate compensation without undue delay for any damage which you sustain as a result of any lack of conformity subject to the limitations and exclusions in section B of this clause 12.

A. Our responsibilities differ according to what you have booked:

In relation to bookings of Packages

We accept responsibility as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018. Subject to these booking conditions, if we fail to arrange or perform your package arrangements in accordance with our agreement, we will remedy any resulting lack of conformity. If that is

impossible or entails disproportionate costs (taking into account the extent of the lack of conformity and the value of the arrangements affected), we will instead pay you compensation subject to clause B of this clause.

In relation to all other bookings

We have a duty to select the suppliers of the services making up your booking with us using reasonable skill and care. Except as stated otherwise in these terms, we have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers using reasonable care and skill, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

Please note in relation to all bookings:

- it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- **It is a condition of our acceptance of the responsibility above that you inform us and the supplier(s) concerned without undue delay of the lack of conformity you perceive; and allow us a reasonable period in which to remedy it. Please contact** email: info@freespiritescapes.com or phone: 07746935248

B. Limitations and exclusions of responsibility

In these terms and conditions, our responsibilities are limited, and our duty to pay compensation is limited and excluded as follows:-

We will not be responsible, make a price reduction or pay you compensation for any lack of conformity, injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of your arrangements and which were unforeseeable or unavoidable; or
- (c) Unavoidable and extraordinary circumstances as set out in clause 9.

We will not be responsible, make a price reduction or pay compensation:-

- a) for services or facilities which do not form part of our agreement or where they are not advertised by us. For example any excursion you book while away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- b) for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your arrangements prior to them being confirmed, we could not have foreseen you would suffer or incur if we breached our contract with you; or that relate to any business.

Any price reduction or compensation that is payable will be calculated taking into consideration all relevant factors for example (but not limited to):-

- (a) whether or not you have followed the complaints and notifications procedure as described in these conditions. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (b) the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your arrangements.
- (c) deduction that we must make to take account of any money which you have received or are entitled to receive from any transport provider or hotelier for the complaint or claim in question.

(Please also note that where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.)

Luggage or personal possessions and money

The maximum amount we will have to pay you in respect of any claim for loss of and/or damage to any luggage or personal possessions or money is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

Any other claims which don't involve injury, illness, death or damage caused by us or our suppliers intentionally or negligently; or other liability that can't be limited by law

The maximum amount we will have to pay you in respect of all such claims is three times (twice in the case of arrangements which aren't packages) the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your arrangements.

13. Jurisdiction and applicable law

This contract and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday 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 there and wish to do so.

14. Financial security for packages

We provide protection for our package arrangements by way of financial insolvency insurance

If you book arrangements other than a package us, your monies will not be financially protected. Please ask us for further details.

15. Passport, Visa and Immigration Requirements and Health Formalities

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit www.passport.gov.uk

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit www.fco.gov.uk

Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

16. General

Your enjoyment and safety is of the utmost importance to us and we may need to adapt our itinerary in the event of adverse weather conditions or any other circumstances beyond our control. Our local guide or boat captain knows the area well enough to ensure we dip in the finest and safest places.

We work with various local suppliers for accommodation, boat trips, and catering. We review these suppliers on a regular basis to ensure they comply with local health and safety standards and your escape is of the highest quality. Please bear in mind that occasionally some facilities or services may be withdrawn by our third-party suppliers due to circumstances beyond our control, for example, weather conditions or lack of demand. Where changes are significant we will endeavour to inform you as soon as possible.

We are not held liable for any flight costs.

It is the customer's responsibility to ensure that he/she has all the relevant travel documentation and arrives at the airport in time.

We can accept no responsibility for delay or cancellation of any flights, train, buses or other forms of transport.

The customer must comply fully with all health and safety regulations introduced by us.

17. Inclusions and exclusions

We can recommend extra activities during your escape but it is your responsibility to pay for any extras and we will not take any responsibility for any issues associated with the extras arranged outside of what is included within the escape package.

The package will include:

- Your accommodation
- Linen and towels in your accommodation
- Boat trips
- Yoga (only on Swim Dip and Yoga Escapes or occasionally on request on swim Dip Chill escapes)
- Catering as specified

Exclusions:

- Travel insurance
- Travel expenses to Dalaman (car, train or flights unless specified otherwise)
- Transfers Dalaman to your accommodation
- Any extra activities/travel outside of those set out in our escape package
- Our escape will specify what meals are included

Swimming ability

All participants must be able to swim at least 100m