

BUZZ PERFORMANCE TOURS & CAMPS TERMS & CONDITIONS

The following booking conditions form the basis of your contract with Buzz Performance. They set out our respective rights and obligations and you should therefore read them carefully.

1. MAKING YOUR BOOKING.

To make your booking, you must complete our booking form. Once we receive your booking request you will receive an invoice, you will have 7 days to pay your deposit to then secure your booking. All the prices quoted are in euros. The booking is only confirmed when we have received a deposit payment. If booking 8 weeks or less before the first day of the tour or camp the full payment must be made at the time of booking. In addition, it is essential you take out appropriate travel insurance cover at the time of booking.

2. PAYMENT.

The balance of the tour or camp price must be received by us not less than 8 weeks prior to the tour or camp. If payment is not received in full and on time, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 7 below will be payable.

3. YOUR CONTRACT.

We reserve the right to increase or decrease the prices of unsold places at any time before your booking is confirmed. A binding contract between us comes into existence when you have made full deposit payment. Any extra facilities or services you add to your booking may involve additional costs.

4. INSURANCE.

You must be adequately insured for your holiday. Mountain and sports holidays carry an element of danger and clients must be covered by an appropriate insurance policy.

5. CHANGES BY YOU.

Should you wish to make any changes to your arrangements after they have been confirmed, you must advise us in writing via email. Whilst we will endeavor to assist, we cannot guarantee we will be able to meet any such requests. Additional charges may apply.

6. CANCELLATION BY YOU.

Should you need to cancel your chosen tour or camp once it has been confirmed, you must advise us in writing via email. Cancellation charges will then be payable as set out below to compensate us for the cost of making your booking and the risk that we may be unable to re-sell your cancelled arrangements. These charges are calculated from the date written notice of the cancellation is received by us.

Period before the tour or camp within which written notification of cancellation is received by us the cancellation charge will be.

More than 8 weeks = Deposit

Less than 8 weeks = 100%

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

7. CHANGES BY US.

Our tours and camps are planned months in advance. It is therefore sometimes unfortunately necessary to make alterations such as date changes, room changes or chalet / hotel changes.

Most changes will be minor ones. Very occasionally, it may be necessary to make a significant change. If it is necessary to make a significant change before departure, we will advise you as soon as we possibly can. If there is time to do so before the tour or camp, we will then offer you the choice of:-

- Accepting the changed arrangements as notified to you
- Purchasing an alternative holiday, of a comparable standard if available (if the tour or camp is less expensive than the original one, we will refund the difference, if it is more expensive, you will have to pay the difference)
- Cancelling your tour or camp and receiving a full and prompt refund of all monies paid to us.

8. CANCELLATION BY US.

Very occasionally, it may be necessary to cancel a confirmed tour or camp. We must reserve the right to do so. However, we will not cancel within 8 weeks of departure unless you have failed to make payment in full and on time or we are forced to do so as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. Where your tour or camp is cancelled other than due to your default in payment, we will offer you the choice of purchasing an alternative tour or camp of a comparable standard if available (if the tour or camp is less expensive than the original one, we will refund the difference, if it is more expensive, you will have to pay the difference) or receiving a full and prompt refund of all monies you have paid to us.

9. FORCE MAJEURE.

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by 'force majeure'. In these booking conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riots, civil strife, epidemic, pandemic, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

10. OUR LIABILITY TO YOU.

We accept responsibility for ensuring that all parts of our contract with you are properly performed subject to the following exceptions. We cannot accept liability where any failure to perform or improper performance was due to:-

1. the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
2. those of a third party not connected with the provision of your tour or camp and which were unforeseeable or unavoidable or
3. an event which either ourselves or the supplier of the services in question could not have foreseen or forestalled even with all due care.

11. COMPLAINTS.

In the event that you have reason to complain whilst on tour or camp with us, you should immediately notify a member of staff. By raising complaints early, they can often be dealt with quickly so the rest of the tour or camp can continue to your satisfaction. If you are still unhappy after your initial complaint, please ask to speak to the owners. It is in your best interests to follow this procedure, but if you choose not to, or you are not satisfied with the way your complaint has been handled, you have 28 days from the end of the tour or camp in which to write to us with full details. For all complaints and claims which do not involve personal injury, illness or death, we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

12. CONDITIONS OF SUPPLIERS.

Please note that all services are provided subject to the conditions of the relevant supplier. Some of these conditions may limit or exclude the supplier's liability to you, usually in accordance with the appropriate international conventions. Copies of the conditions which affect you are available on request.

13. BEHAVIOUR.

When you book a tour or camp with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be made at the time to ourselves or the third party concerned. If you fail to do so, you must indemnify us against any claims (including legal costs) subsequently made against us as a result of your actions. We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority you or any member of your party behave in such a way as to cause or to be likely to cause distress, danger or annoyance to any third party (including other clients and staff) or damage to property, we reserve the right to terminate the tour or camp of the person concerned without notice. In this situation, our responsibilities towards that person (including any return transport arrangements) will immediately cease and we will not be responsible for meeting any costs or expenses they may incur as a result. We will not make any refunds or pay any compensation to the individual involved or to members of his/her party or associates wishing to curtail their tour or camp as a result.