



## Phoenix Adventures LTD – BOOKING TERMS AND CONDITIONS

These Booking Terms are the standard terms which shall apply to the booking of all trips promoted by Phoenix Adventures Ltd (trading as Twisted Tracks, trading as Theme Park Dashes) a company registered in England and Wales under number 13688836 and whose registered address is Unit A, 82 James Carter Road, Mildenhall Industrial Estate, Mildenhall, Suffolk, IP28 7DE (the “Company”).

In these Booking Terms, “we”, “us” and “our” are references to the Company, and “you” and “your” are references to the person booking the Trip with us. “Trip” means the trip you have reserved and which we will provide to you on these Booking Terms.

### 1. The Contract between us

These Booking Terms and our booking confirmation (the “**Booking Confirmation**”) will form our Contract (the “**Contract**”) with you. Under the Contract we agree, subject to these Booking Terms and the Booking Confirmation, to provide the Trip to you and anyone on whose behalf you book the Trip. The Contract is formed when we send you the Booking Confirmation.

The Contract is between you and us. It is not intended to benefit any third party in any way and no such third party will be entitled to enforce any provision of these Booking Terms.

### 2. Deposits and payments

A deposit (the “**Deposit**”) is payable at the time of booking. The amount of the Deposit will be made clear at the time you book. The deposit belongs to us as soon as the Contract is formed.

We must receive the full balance of your payment at least 4 weeks before the Trip. If you do not pay the balance in full and on time, we may cancel your booking in line with our cancellations policy.

Bookings are generally final. However, if we agree that you may make changes to a booking, we may charge the following administration fees:

- to add people to your booking (subject to availability) – no fee;
- to remove someone from your booking (only possible 3 months or more prior to date of travel) – £5 amendment fee plus cancellation in line with policy;

### **3. Minimum number of passengers**

Trips are organised on the basis that a minimum number of persons will travel. If we receive insufficient bookings, we may cancel or reschedule the Trip, in which case we will notify you of this at least 28 days before the date of the Trip.

### **4. Transportation**

When you make a booking, we may act as the agent for another company, which might be the provider of the transportation to and from the Trip. We may substitute the carrier if necessary. When we have confirmed your booking, a contract exists under which we accept responsibility for the provision of all services described to you either in writing or verbally.

### **5. Cancelling your booking / non-payment of your booking**

If you change your mind and do not wish to go on the Trip, you must tell us immediately. You may cancel your booking at any time before the start of the Trip, subject to the following:

Cancellation fees:

- for bookings cancelled more than 3 months before the start of the Trip, we will retain the Deposit, but all of the other fees you have paid us will be refunded in full;
- for bookings cancelled less than 3 months but more than 2 months before the start of the Trip, we will retain the Deposit and charge a further fee equalling a total of 25% of the cost of the booking;
- for bookings cancelled less than 2 months but more than 1 month before the start of the Trip, we will retain the Deposit and charge a further fee equalling a total of 50% of the cost of the booking;
- for bookings cancelled less than 1 month before the start of the Trip, we will retain the Deposit and charge a further fee equalling a total of 100% of the cost of the booking.

Non-payment of booking:

- If a payment is not received on the due date, we will email you to request that your account is brought up to date within 7 days,
- After 7 days, if your account has not been brought up to date, we will write to you to request that your account is brought up to date within the next 7 days – there will be a £7.50 admin fee added to your booking for this letter.
- If you are having any issues paying your monthly instalments you must contact us before your payment is due or within 48hrs of late payment.
- If we do not receive any reply to the first email request to bring your account up to date we may cancel your booking without warning.
- If your booking has not been brought up to date along with the admin fee, your booking will be cancelled – no refunds will be made.

Upon cancellation, you shall also be liable to pay for any additional items or services we have bought and paid for on your behalf in advance of the Trip (for example, ferry services, theatre tickets, meals, parking permits). We will do all we can to minimise this liability, but you will have to reimburse us for all non-recoverable charges.

### **6. Your failure to attend a Trip**

If you fail to attend a Trip, we will not give you a refund of any money you have paid us.

#### **7. If you are late for a Trip**

We will not be liable to you if you miss the transport to or from a Trip because you are late for the scheduled departure/return journey.

#### **8. If we make changes to a Trip**

Sometimes, we may have to change the details of a Trip. If the changes we make are only minor, we will notify you as soon as possible and the Contract will continue in force. If we have to make a significant change to a Trip, we will notify you as soon as possible and you may cancel your booking and the Contract by notifying us in writing no later than 5 working days of your receipt of our notification. If you cancel in accordance with this Clause 8, we will reimburse in full the Deposit and any other monies we have received from you in respect of the booking.

#### **9. Circumstances beyond our control**

We shall not be liable for any delay in performing any of our obligations under the Contract where the delay is due to circumstances beyond our control (for example, exceptionally bad weather, severe traffic congestion, or mechanical breakdowns).

#### **10. Insurance**

We strongly recommend that you take out travel insurance to cover your booking (particularly when travelling outside of the United Kingdom). It is your responsibility to make all travel insurance arrangements. We shall not be liable for any costs you incur because of your failure to take out adequate (or any) travel insurance.

If you will be travelling to an EU country, we strongly recommend you apply for a Global Health Insurance Card. This will ensure you can obtain medical treatment if you become ill overseas. You can obtain an GHI Card from the Department of Health.

#### **11. Our liability to you**

We try to ensure the Trip will be as enjoyable and as safe as possible. If anything goes wrong with a Trip that is directly our fault or a result of our negligence, then we accept responsibility to compensate you. We also accept responsibility to compensate you if it is the fault of our staff or anyone else providing the Trip (such as a ferry operator). However, the maximum amount of compensation we will pay you is:

- (a) unlimited, in the case of death or personal injury caused by our negligence;
- (b) unlimited, in the case of our fraud;

We accept no liability for damage, injury or loss for any passenger standing up or walking around our coaches while they are in motion. We accept no liability for any damage to, or loss of, personal property left in our vehicles, howsoever caused. This represents our only liability to you. Nothing in these Booking Terms affects your rights as a consumer.

## 12. Rules and regulations

During the Trip, you agree to abide by all relevant laws and regulations, and our travel rules (for example, you may not smoke or consume alcohol while travelling on our coaches and you must wear your seat belt at all times our coach is in motion). We will not tolerate any rude or aggressive attitude towards any member of our staff or any person representing The Company at any point. Any serious or repeated breach(es) of the law or our rules, or any unreasonable conduct by you, will entitle us to cancel your booking or exclude you from the remainder of the Trip, and you will be responsible for your own costs and ours in such circumstances.

## 13. Fitness to travel

We try to make our Trips accessible to all. But it is important you tell us about any disability you have or any other reason (including illness) that might make it difficult for you to travel at the time you make your booking. If you do not tell us before the Contract is formed, we shall not be liable to you if you are unable to travel to a Trip because we were unable to make any reasonable adjustments necessary to enable you to do so.

If you have a disability or illness we can provide guidance regarding the suitability of any Trip on an individual basis, but we shall not be liable for any circumstances arising from your failure to disclose any illness or disability which may render the holiday unsuitable or untenable.

If you need a carer ticket at any attraction, you must arrange with the attraction directly. Most attractions require proof of your disability and will then provide a free carer ticket. If you have any questions about this, please contact us and we will look into it for you.

## 14. Other important terms

**Soiling of vehicles:** we may impose reasonable additional charges on you following completion of the Trip if you (and/or the passengers in your party) have left the vehicle in an unreasonably untidy or dirty condition, please ensure your allocated seats are clean and tidy when vacating the vehicle to avoid any charges.

**Travelling abroad:** if the Trip involves travel outside of the United Kingdom and you are a British citizen, then you must bring your valid passport with you. If you are not a British citizen, you should check before booking whether you need a visa for the destination country. We shall not be held liable for any passenger travelling without proper documentation.

**Complaints:** if you have any complaints during the Trip, you must notify the supplier of the service and you must tell the coach driver/Trip leader as soon as possible. They will try to resolve the problem for you. If they are not able to resolve your complaint, please write to us within 14 days of the Trip, explaining your complaint so we may investigate. We will acknowledge your complaint within 2 working days of its receipt. We will investigate your complaint and respond to it as soon as we reasonably can.

**Luggage:** our vehicles are subject to statutory safety restrictions on carrying luggage. We may not be able to carry large, bulky items and you must notify us in advance of such requirements.

**Lost property:** we will hold all articles of lost property recovered from our vehicles at our head office. We will hold such items subject to the Public Service Vehicle (Lost Property) Regulations.

**Transfer of the Contract:** we may transfer our obligations and rights under these Booking Terms (and under the Contract, as applicable) to a third party (for example, if we sell our business). However, your rights under these Booking Terms will not be affected and our obligations under these Booking Terms will be transferred to the third party who will remain bound by them.

**Severance:** if any of the provisions of these Booking Terms is/are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Booking Terms. The remainder of these Booking Terms shall be valid and enforceable.

**Waiver:** no failure or delay by us in exercising any of our rights under these Booking Terms means we have waived that right, and no waiver by us of a breach of any provision of these Booking Terms means we will waive any subsequent breach of the same or any other provision.

**Our contact details:** To contact us, please email [info@phoenixadventures.co.uk](mailto:info@phoenixadventures.co.uk)

## **15. Governing law and jurisdiction**

These Booking Terms, the Contract, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of England and Wales.

Any claim between you and us relating to these Booking Terms, the Contract, or the relationship between you and us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as determined by your residency.