



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, Low Deposit Scheme 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 full deposit of 10% booking total belongs to us as soon as the Contract is formed.

We must receive the full balance of your booking total 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.

Low Deposit Scheme

A £1 payment per person/per item is required when booking with us. This acts as a non-refundable reservation deposit and goes toward your full deposit of 10% booking total. This payment ensures your place is secured and allows us to make all the necessary arrangements for your trip.

Full Deposit of 10% of booking total is required to confirm your booking and can be included in your monthly payments.

In the event of cancellation, the difference between the low deposit and the full deposit applicable to your holiday will be payable (if not already paid) and belongs to us the moment your booking is confirmed.

3. Amendments and Fee's

Bookings are generally final. However, if we agree that you may make changes to a booking, we may charge the following administration fee's – including but not limited to:

- to add people to your booking (subject to availability) – no fee;
- to remove someone from your booking – £7.50 amendment fee plus cancellation in line with policy for said passenger;
- for any changes made to the traveller's details ie: Name Change or booking information after the initial booking has been confirmed - £7.50 per detail changed (apart from passport details which can be forwarded prior to travel);

4. 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 14 days before the date of the Trip.

5. 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.

6. 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 10% Deposit, but all of the other fees you have paid us will be refunded in full minus any items we have purchased at your request;
- for bookings cancelled less than 3 months but more than 2 months before the start of the Trip, we will retain the 10% Deposit and charge a further fee to equal a total of 25% of the cost of the booking plus any items we have purchased at your request;
- for bookings cancelled less than 2 months but more than 1 month before the start of the Trip, we will retain the 10% Deposit and charge a further fee to equal a total of 50% of the cost of the booking plus any items we have purchased at your request;

- for bookings cancelled less than 1 month before the start of the Trip, we will retain the 10% Deposit and charge a further fee to equal a total of 100% of the cost of the booking plus any items we have purchased at your request.

To cancel your booking, we must receive – by email or post - formal notice that you wish to cancel and you will be informed of any fees before confirmation of cancellation.

Non-payment of booking:

- 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 a payment is not received on the due date, you will have a maximum of 7 days to bring your account up to date.
- After 7 days, if your account has not been brought up to date, you will have 48hrs to clear your full balance or we may cancel your booking – no refunds will be made.
- If your booking is unpaid and we cancel your booking – your booking will be cancelled inline with the cancellation fees as stated above in the section “cancellation fees” and we reserve the right to charge any additional fee’s we may have incurred, as stated below but not limited to:

Upon cancellation or non-payment, 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 or park tickets, meals, parking permits, transport connections etc). We will do all we can to minimise this liability, but you will have to reimburse us for all non-recoverable charges.

7. Your failure to attend a Trip – No-Show’s

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

8. 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.

9. 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 must 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 9, we will reimburse in full the Deposit and any other monies we have received from you in respect of the booking, but we cannot be held responsible for anything you have purchased directly, without our involvement.

10. 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).

11. 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.

12. 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 as below.

- Loss of and/or damage to any luggage or personal possessions and money. The maximum amount we will have to pay you in respect of these claims is £20 per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind, where the loss is due to your negligence (ie. leaving items on a seat in plain view) then we cannot be held liable.
- Claims not falling under the above and which do not involve injury, illness or death. The maximum amount we will have to pay you in respect of these claims is twice the price paid by you in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.

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

- the act(s) and/or omission(s) of the person(s) affected; or
- the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- an event which either we or suppliers could not, even with all due care, have foreseen or forestalled.
- a trip being cancelled for any circumstance whatsoever.

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.

13. 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.

14. 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.

15. 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

16. 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.

