

RUSHADVENTURES HOLIDAY BOOKING TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which we offer holidays through this website, www.rushadventures.co.uk ("Our Site"). Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon us receiving confirmation from you that you wish to book your accommodation. If you do not agree to comply with and be bound by these Terms and Conditions, you must notify us immediately.

Section 1: Winter Catered Chalet Holidays

Section 2: Winter Self Catered Chalet and Apartment Holidays

Section 3: Summer Catered Chalet Holidays

Section 4: Summer Self Catered Chalet and Apartment Holidays

Winter Holiday Accommodation Booking Terms and Conditions

SECTION 1: Winter Catered Chalet Holidays

1 Making a Booking and Payment:

A completed booking form showing the names of all persons on whose behalf you are making the booking must be accompanied by a non-refundable deposit of 30% of the booking value. The person who signs the booking form will be treated as doing so on behalf of and with the consent of all the persons for whom the booking is made. That person will be responsible to us for full payment of the price (including any insurance premiums, cancellation or alteration charges) of the holiday booked. No contract shall exist between you and RushAdventures until a confirmation of booking showing the arrangements booked has been issued. The balance owing to RushAdventures must be paid at least 12 weeks before departure. If RushAdventures does not receive the balance on time we reserve the right to cancel the booking, retain deposit and levy charges as described in section 1.4. If the booking is made within 12 weeks of departure, you must pay for the holiday in full.

2 Price

Prices are accurate at the date of publication; however, we reserve the right to increase or decrease our brochure prices at any time. Once you have booked, the price of your holiday is guaranteed, except that RushAdventures may pass on to you any increases due to Government levies, tax or fuel surcharges. On any surcharges imposed, RushAdventures will absorb an amount up to 2% of the holiday cost.

3 Cancellation or Alteration by RushAdventures

RushAdventures shall endeavour to inform you as quickly as possible of any changes to your booked holiday. We reserve the right to make minor alterations to holiday arrangements without incurring any liability to the client. In the unlikely event of RushAdventures having to make major alterations to or cancelling a holiday, we shall offer an alternative or a full refund of all money paid. Where cancellation or alteration is by reason of unusual and unforeseeable circumstances beyond the control of RushAdventures, the consequences of which could not have been avoided even if all due care had been exercised, we will return all money paid to us or offer you an alternative holiday.

4 Cancellation or Alteration by the Client

Cancellation will only take effect when written notification is received from the person signing the booking form. If cancellation is received in writing prior to 10 weeks before departure date, your deposit will be forfeited. If written notification is received within 10 weeks of departure date the following percent charges of total holiday price will apply in addition to loss of deposit payments: –

Less than 10 weeks 30%
Less than 8 weeks 40%
Less than 6 weeks 50%
Less than 4 weeks 70%
Less than 2 weeks 100%

You may request an alteration to the confirmed holiday, we will do our best to help. However, it may be beyond our control to action all amendments. An amendment fee of £20 GBP will be charged, plus any additional charges imposed by suppliers of components of your holiday package, where applicable.

5 Travel

For travel to France all British citizens require a valid full passport. British citizens require no visas. RushAdventures cannot be held responsible for delays, cancellations or clients missing aircraft's, coaches, ferries and trains for whatever reason.

6 Client Responsibility

You accept responsibility to conduct yourself and your party in an orderly fashion while on holiday and to not disrupt the enjoyment of others or prejudice the reputation of RushAdventures. The holiday of any client breaking this clause shall be terminated and RushAdventures will have no further responsibility to them. You agree that any loss or damage to accommodation or property caused by a client will be recovered immediately and paid in full.

7 Liability

RushAdventures cannot be held responsible for or pay any compensation where any loss, delay or costs are caused by war, threat of war, riot, civil strike, industrial dispute, political unrest, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions (including avalanches and mud slides), closure of airports, ports, stations, or roads, and all similar events. This list is by way of example and not by way of limitation. Where you do not suffer personal injury or death, RushAdventures accepts liability should your holiday arrangements booked with us not be as described in the brochure and not be of reasonable standard. We will pay reasonable compensation if this affects the enjoyment of your holiday. RushAdventures does not accept liability where events are due to no fault of RushAdventures nor its suppliers or agents, failure or the fault of you or a member of your party, fault of someone not connected with your party or RushAdventures, an event which even with all due care and diligence could not be foreseen or forestall.

8 Complaints by the Client

It is our aim to settle any complaints amicably and quickly. Should you have any problems whilst on holiday, our local representatives should be informed so that action can be taken without delay. If you wish to pursue a claim against us, written notification must be given to us no later than 28 days after the end of your holiday. If you have a dispute with RushAdventures that cannot be resolved amicably, you may call upon a scheme administered by the Chartered Institute of Arbitrators.

9 Guiding Service

Our guiding service is provided by our staff purely on a social basis outside of their normal working hours. To avoid confrontation with the local ski schools, clubs and French law it is necessary to point out that this service is provided free of charge. No part of your holiday price is used to finance this service and no payment is made by you to our staff to act as a guide. Additionally, all guests booking with RushAdventures agree that: "we, the client, confirm that if a member of staff employed by RushAdventures joins in with our activities, he or she is not acting in any way as a guide or instructor of the group. We also confirm that we have not and will not pay for such a service by RushAdventures. It is also understood that we accept full responsibility for our own well-being and safety and confirm that if we decide to venture off-piste or enter areas of high risk, our own insurance covers us for that activity".

10 Smoking Policy

Please note that it is illegal to smoke in any working areas in France. All our chalets operate a no smoking policy. Smoking is also deemed as a big fire risk in our wooden chalets. We would ask you not to smoke in RushAdventures Mini Buses or vehicles for health and safety reasons.

11 Insurance

Everyone booking a holiday with RushAdventures must have sufficient insurance cover for the activities they are participating in. It is your responsibility to make sure you have sufficient cover.

12 Holiday Information

The descriptions contained in this brochure and all other information supplied by RushAdventures is correct to the best of our knowledge. However, although the accuracy is not guaranteed, all descriptions and information are given in good faith and in the belief that they were true at the time of printing.

13 Jurisdiction

The conditions and any contract to which they apply are governed in all respects by English Law.

SECTION 2: Winter Self Catered Chalet and Apartment Holidays

14 Making a Booking and Payment:

A completed booking form showing the names of all persons on whose behalf you are making the booking must be accompanied by a non-refundable security deposit of 50% of the booking value. The person who signs the booking form will be treated as doing so on behalf

of and with the consent of all the persons for whom the booking is made. That person will be responsible to us for full payment of the price (including any insurance premiums, cancellation or alteration charges) of the holiday booked. No contract shall exist between you and RushAdventures until a confirmation of booking showing the arrangements booked has been issued. The full balance owing to RushAdventures must be paid at least 12 weeks before departure. If RushAdventures does not receive the balance on time we reserve the right to cancel the booking, retain deposit and levy charges as described in section 4. If the booking is made within 12 weeks of departure, you must pay for the holiday in full.

15 Price

Prices are accurate at the date of publication; however, we reserve the right to increase or decrease our brochure prices at any time. Once you have booked, the price of your holiday is guaranteed, except that RushAdventures may pass on to you any increases due to Government levies, tax or fuel surcharges. On any surcharges imposed, RushAdventures will absorb an amount up to 2% of the holiday cost.

16 Cancellation or Alteration by RushAdventures

RushAdventures shall endeavour to inform you as quickly as possible of any changes to your booked holiday. We reserve the right to make minor alterations to holiday arrangements without incurring any liability to the client. In the unlikely event of RushAdventures having to make major alterations to or cancelling a holiday, we shall offer an alternative or a full refund of all money paid. Where cancellation or alteration is by reason of unusual and unforeseeable circumstances beyond the control of RushAdventures, the consequences of which could not have been avoided even if all due care had been exercised, we will return all money paid to us or offer you an alternative holiday.

17 Cancellation or Alteration by the Client

Cancellation will only take effect when written notification is received from the person signing the booking form. If cancellation is received in writing prior to 10 weeks before departure date, deposit and insurance will be forfeited. If written notification is received within 10 weeks of departure date the following percent charges of total holiday price will apply in addition to loss of deposit and insurance payments: –

Less than 10 weeks 30%

Less than 8 weeks 40%

Less than 6 weeks 50%

Less than 4 weeks 70%

Less than 2 weeks 100%

You may request an alteration to the confirmed holiday, we will do our best to help. However, it may be beyond our control to action all amendments. An amendment fee of £20 GBP will be charged, plus any additional charges imposed by suppliers of components of your holiday package, where applicable.

18 Booking Number

The Client must comply with the maximum number of persons allowed to occupy the accommodation. If numbers are in excess of the maximum occupancy, or those agreed on booking, we reserve the right to insist on the Client vacating the property or an extra fee be charged.

19 Breakages, Damage and Behaviour

It is the Clients' responsibility to ensure that the accommodation is left in a clean condition, with replacement of all breakages, if this is not possible, the breakage should be reported to RushAdventures and paid for. The client must adhere to all accommodation regulations which

are provided in the information document on arrival. A returnable damage deposit of €500 euros is payable at the time of booking or on arrival from your credit card and will be returned within 10 days of departure, less any costs incurred for cleaning and damages not reported or paid for. RushAdventures shall be entitled to recover from the Client costs for damages or losses caused by the Client or a third party. If the Client fails to do so, the Client must indemnify RushAdventures against any claims (including legal costs) subsequently made against RushAdventures or the chalet owners as a result of the Client's actions. RushAdventures and its Agents reserve the right to terminate the holiday of any Client whose behaviour or that of any of the Client's party is considered to be unacceptable. Any breakages incurred to the accommodation will be charged back to the Client security deposit. It will be the actual cost of material plus RushAdventures labour charged at €25 euros per hour.

20 Accommodation Inventory & Condition

If there are any problems about the condition of the accommodation and any inventory discrepancy, the Client should contact RushAdventures directly on a number which will be supplied at the time of booking.

21 Travel

For travel to France all British citizens require a valid full passport. British citizens require no visas. RushAdventures cannot be held responsible for delays, cancellations or clients missing aircraft's, coaches, ferries and trains for whatever reason.

22 Client Responsibility

You accept responsibility to conduct yourself and your party in an orderly fashion while on holiday and to not disrupt the enjoyment of others or prejudice the reputation of RushAdventures. The holiday of any client breaking this clause shall be terminated and RushAdventures will have no further responsibility to them. You agree that any loss or damage to accommodation or property caused by a client will be recovered immediately and paid in full.

23 Liability

RushAdventures cannot be held responsible for or pay any compensation where any loss, delay or costs are caused by war, threat of war, riot, civil strike, industrial dispute, political unrest, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions (including avalanches and mud slides), closure of airports, ports, stations, or roads, and all similar events. This list is by way of example and not by way of limitation. Where you do not suffer personal injury or death, RushAdventures accepts liability should your holiday arrangements booked with us not be as described in the brochure and not be of reasonable standard. We will pay reasonable compensation if this affects the enjoyment of your holiday. RushAdventures does not accept liability where events are due to no fault of RushAdventures nor its suppliers or agents, failure or the fault of you or a member of your party, fault of someone not connected with your party or RushAdventures, an event which even with all due care and diligence could not be foreseen or forestall.

24 Complaints by the Client

It is our aim to settle any complaints amicably and quickly. Should you have any problems whilst on holiday, our local representatives should be informed so that action can be taken without delay. If you wish to pursue a claim against us, written notification must be given to us no later than 28 days after the end of your holiday. If you have a dispute with RushAdventures that cannot be resolved amicably, you may call upon a scheme administered by the Chartered Institute of Arbitrators.

25 Guiding / Ski Hosting

Occasionally our staff might ski with you purely on a social basis outside of their normal working hours. To avoid confrontation with the local ski schools, clubs and French law it is necessary to point out that this service is provided free of charge. No part of your holiday price is used to finance this service and no payment is made by you to our staff to act as a guide. Additionally, all our guests as part of the booking agreement agree to the following disclaimer: "we, the undersigned, confirm that if a member of staff employed by RushAdventures joins in with our activities, he or she is not acting in any way as a guide or instructor of the group. We also confirm that we have not and will not pay for such a service by RushAdventures. It is also understood that we accept full responsibility for our own well-being and safety and confirm that if we decide to venture off-piste or enter areas of high risk, our own insurance covers us for that activity". If you require ski lessons or wish to have an off pistes guide, please ask us for recommendations for local ski schools and guiding services.

26 Smoking Policy

Please note that all chalets operate a no smoking policy. No smoking is allowed inside the chalets as this is deemed as a big fire risk. We would ask you not to smoke in RushAdventures Mini Buses for health and safety reasons.

27 Insurance

Everyone booking a holiday with RushAdventures must have sufficient insurance cover for the activities they are participating in. It is your responsibility to make sure you have sufficient cover.

28 Holiday Information

The descriptions contained in this brochure and all other information supplied by RushAdventures is correct to the best of our knowledge. However, although the accuracy is not guaranteed, all descriptions and information are given in good faith and in the belief that they were true at the time of printing.

29 Jurisdiction

The conditions and any contract to which they apply are governed in all respects by French Law.

Summer Holiday Accommodation Booking Terms and Conditions

SECTION 3: Summer Catered Chalet Holidays

30 Making a Booking and Payment:

A completed booking form showing the names of all persons on whose behalf you are making the booking must be accompanied by a non-refundable deposit of 30% of the booking value. The person who signs the booking form will be treated as doing so on behalf of and with the consent of all the persons for whom the booking is made. That person will be responsible to us for full payment of the price (including any insurance premiums, cancellation or alteration charges) of the holiday booked. No contract shall exist between you and RushAdventures until a confirmation of booking showing the arrangements booked has been issued. The balance owing to RushAdventures must be paid at least 12 weeks before departure. If RushAdventures does not receive the balance on time we reserve the right to cancel the

booking, retain deposit and levy charges as described in section 4. If the booking is made within 12 weeks of departure, you must pay for the holiday in full.

31 Price

Prices are accurate at the date of publication; however, we reserve the right to increase or decrease our brochure prices at any time. Once you have booked, the price of your holiday is guaranteed, except that RushAdventures may pass on to you any increases due to Government levies, tax or fuel surcharges. On any surcharges imposed, RushAdventures will absorb an amount up to 2% of the holiday cost.

32 Cancellation or Alteration by RushAdventures

RushAdventures shall endeavour to inform you as quickly as possible of any changes to your booked holiday. We reserve the right to make minor alterations to holiday arrangements without incurring any liability to the client. In the unlikely event of RushAdventures having to make major alterations to or cancelling a holiday, we shall offer an alternative or a full refund of all money paid. Where cancellation or alteration is by reason of unusual and unforeseeable circumstances beyond the control of RushAdventures, the consequences of which could not have been avoided even if all due care had been exercised, we will return all money paid to us or offer you an alternative holiday.

33 Cancellation or Alteration by the Client

Cancellation will only take effect when written notification is received from the person signing the booking form. If cancellation is received in writing prior to 10 weeks before departure date, your deposit will be forfeited. If written notification is received within 10 weeks of departure date the following percent charges of total holiday price will apply in addition to loss of deposit payments: –

- Less than 10 weeks 30%
- Less than 8 weeks 40%
- Less than 6 weeks 50%
- Less than 4 weeks 70%
- Less than 2 weeks 100%

You may request an alteration to the confirmed holiday, we will do our best to help. However it may be beyond our control to action all amendments. An amendment fee of €20 Euros will be charged, plus any additional charges imposed by suppliers of components of your holiday package, where applicable.

34 Travel

For travel to France all British citizens require a valid full passport. British citizens require no visas. RushAdventures cannot be held responsible for clients missing aircraft's, coaches, ferries and trains for whatever reason.

35 Client Responsibility

You accept responsibility to conduct yourself and your party in an orderly fashion while on holiday and to not disrupt the enjoyment of others or prejudice the reputation of RushAdventures. The holiday of any client breaking this clause shall be terminated and RushAdventures will have no further responsibility to them. You agree that any loss or damage to accommodation or property caused by a client will be recovered immediately and paid in full.

36 Liability

RushAdventures cannot be held responsible for or pay any compensation where any loss, delay or costs are caused by war, threat of war, riot, civil strike, industrial dispute, political unrest, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions (including avalanches and mud slides), closure of airports, ports, stations, or roads, and all similar events. This list is by way of example and not by way of limitation. Where you do not suffer personal injury or death, RushAdventures accepts liability should your holiday arrangements booked with us not be as described in the brochure and not be of reasonable standard. We will pay reasonable compensation if this affects the enjoyment of your holiday. RushAdventures does not accept liability where events are due to no fault of RushAdventures nor its suppliers or agents, failure or the fault of you or a member of your party, fault of someone not connected with your party or RushAdventures, an event which even with all due care and diligence could not be foreseen or forestall.

37 Complaints by the Client

It is our aim to settle any complaints amicably and quickly. Should you have any problems whilst on holiday, our local representatives should be informed so that action can be taken without delay. If you wish to pursue a claim against us, written notification must be given to us no later than 28 days after the end of your holiday. If you have a dispute with RushAdventures that cannot be resolved amicably, you may call upon a scheme administered by the Chartered Institute of Arbitrators.

38 Guiding Service

Our guiding service is provided by our staff purely on a social basis outside of their normal working hours. To avoid confrontation with the local MTB/Cycling schools, clubs and French law it is necessary to point out that this service is provided free of charge. No part of your holiday price is used to finance this service and no payment is made by you to our staff to act as a guide. Additionally, all guests booking with RushAdventures agree that: "we, the client, confirm that if a member of staff employed by RushAdventures joins in with our activities, he or she is not acting in any way as a guide or instructor of the group. We also confirm that we have not and will not pay for such a service by RushAdventures. It is also understood that we accept full responsibility for our own well-being and safety, and confirm that if we decide to venture away from the main trails or enter areas of high risk, our own insurance covers us for that activity"

39 Smoking Policy

Please note that it is illegal to smoke in any working areas in France. All our chalets operate a no smoking policy. Smoking is also deemed as a big fire risk in our wooden chalets. We would ask you not to smoke in RushAdventures Mini Buses or vehicles for health and safety reasons.

40 Insurance

Everyone booking a holiday with RushAdventures must have sufficient insurance cover for the activities they are participating in. It is your responsibility to make sure you have sufficient cover.

41 Holiday Information

The descriptions contained in this brochure and all other information supplied by RushAdventures is correct to the best of our knowledge. However, although the accuracy is not guaranteed, all descriptions and information are given in good faith and in the belief that they were true at the time of printing.

42 Jurisdiction

The conditions and any contract to which they apply are governed in all respects by English Law.

SECTION 4: Summer Self Catered Chalet and Apartment Holidays

43 Making a Booking and Payment:

A completed booking form showing the names of all persons on whose behalf you are making the booking must be accompanied by a non-refundable security deposit of 50% of the booking total. The person who signs the booking form will be treated as doing so on behalf of and with the consent of all the persons for whom the booking is made. That person will be responsible to us for full payment of the price (including any insurance premiums, cancellation or alteration charges) of the holiday booked. No contract shall exist between you and RushAdventures until a confirmation of booking showing the arrangements booked has been issued. The full balance owing to RushAdventures must be paid at least 12 weeks before departure. If RushAdventures does not receive the balance on time we reserve the right to cancel the booking, retain deposit and levy charges as described in section 4. If the booking is made within 12 weeks of departure, you must pay for the holiday in full.

44 Price

Prices are accurate at the date of publication; however, we reserve the right to increase or decrease our brochure prices at any time. Once you have booked, the price of your holiday is guaranteed, except that RushAdventures may pass on to you any increases due to Government levies, tax or fuel surcharges. On any surcharges imposed, RushAdventures will absorb an amount up to 2% of the holiday cost.

45 Cancellation or Alteration by RushAdventures

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46 Cancellation or Alteration by the Client

Cancellation will only take effect when written notification is received from the person signing the booking form. If cancellation is received in writing prior to 10 weeks before departure date, deposit and insurance will be forfeited. If written notification is received within 10 weeks of departure date the following percent charges of total holiday price will apply in addition to loss of deposit and insurance payments: –

Less than 10 weeks 30%
Less than 8 weeks 40%
Less than 6 weeks 50%
Less than 4 weeks 70%
Less than 2 weeks 100%

You may request an alteration to the confirmed holiday, we will do our best to help. However, it may be beyond our control to action all amendments. An amendment fee of €20 euros will be charged, plus any additional charges imposed by suppliers of components of your holiday package, where applicable.

47 Booking Number

The Client must comply with the maximum number of persons allowed to occupy the accommodation. If numbers are in excess of the maximum occupancy, or those agreed on booking, we reserve the right to insist on the Client vacating the property or an extra fee be charged.

48 Breakages, Damage and Behaviour

It is the Clients' responsibility to ensure that the accommodation is left in a clean condition, with replacement of all breakages, if this is not possible, the breakage should be reported to RushAdventures and paid for. The client must adhere to all accommodation regulations which are provided in the information document on arrival. A returnable damage deposit of €500 euros is payable at the time of booking or on arrival from your credit card and will be returned within 10 days of departure, less any costs incurred for cleaning and damages not reported or paid for. RushAdventures shall be entitled to recover from the Client costs for damages or losses caused by the Client or a third party. If the Client fails to do so, the Client must indemnify RushAdventures against any claims (including legal costs) subsequently made against RushAdventures or the chalet owners as a result of the Client's actions. RushAdventures and its Agents reserve the right to terminate the holiday of any Client whose behaviour or that of any of the Client's party is considered to be unacceptable. Any breakages incurred to the accommodation will be charged back to the Client security deposit. It will be the actual cost of material plus RushAdventures labour charged at €25 euros per hour.

49 Accommodation Inventory & Condition

If there are any problems about the condition of the accommodation and any inventory discrepancy, the Client should contact RushAdventures directly on a number which will be supplied at the time of booking.

50 Travel

For travel to France all British citizens require a valid full passport. British citizens require no visas. RushAdventures cannot be held responsible for clients missing aircraft's, coaches, ferries and trains for whatever reason.

51 Client Responsibility

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52 Liability

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someone not connected with your party or RushAdventures, an event which even with all due care and diligence could not be foreseen or forestall.

53 Complaints by the Client

It is our aim to settle any complaints amicably and quickly. Should you have any problems whilst on holiday, our local representatives should be informed so that action can be taken without delay. If you wish to pursue a claim against us, written notification must be given to us no later than 28 days after the end of your holiday. If you have a dispute with RushAdventures that cannot be resolved amicably, you may call upon a scheme administered by the Chartered Institute of Arbitrators.

54 Guiding Service

Our guiding service is provided by our staff purely on a social basis outside of their normal working hours. To avoid confrontation with the local MTB/Cycling schools, clubs and French law it is necessary to point out that this service is provided free of charge. No part of your holiday price is used to finance this service and no payment is made by you to our staff to act as a guide. Additionally, all guests booking with RushAdventures agree that: "we, the client, confirm that if a member of staff employed by RushAdventures joins in with our activities, he or she is not acting in any way as a guide or instructor of the group. We also confirm that we have not and will not pay for such a service by RushAdventures. It is also understood that we accept full responsibility for our own well-being and safety, and confirm that if we decide to venture away from the main trails or enter areas of high risk, our own insurance covers us for that activity"

55 Smoking Policy

Please note that all chalets operate a no smoking policy. No smoking is allowed inside the chalets as this is deemed as a big fire risk. We would ask you not to smoke in RushAdventures Mini Buses for health and safety reasons.

56 Insurance

Everyone booking a holiday with RushAdventures must have sufficient insurance cover for the activities they are participating in. It is your responsibility to make sure you have sufficient cover.

57 Holiday Information

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58 Jurisdiction

The conditions and any contract to which they apply are governed in all respects by French Law.

Dated 15th May 2018

This supersedes our Holiday Booking Terms and Conditions dated 31st August 2016