

Terms and Conditions

Updated 1st August 2024.

1. Definitions

In these Booking Conditions, references to “we”, “us” and “our” refer to ‘Making Tracks - Road Trips’ UK Registered Limited Company no. 13394552, our employees and any contractors carrying out works on our behalf.

References to "you" and "your" refer to 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 added or transferred.

References to “Road Trip” refer to the booking that this document refers to.

2. By making a booking of a Road Trip on our website, the first named person on the booking agrees on behalf of all persons detailed on the booking that he/she: has read these Booking Terms & Conditions, our Website Terms Of Use and Privacy Policy, and has the authority to and does agree to be bound by them; consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements); is over 18 years of age. accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking;

3. Booking Process

A booking has been made when you pay the total deposit amount stated on our website for the relevant Road Trip, (or the full payment if you are booking within 15 weeks of the Road Trip start date).

You can either make your booking by filling in the online booking form on our website or by contacting us directly and providing us with the required contact information. Upon receipt of the booking form, we will issue you a customer questionnaire to fill in and an invoice for the payment of your deposit, The invoice will contain the bank details for our Trust Account administered by PTS in clause 15 - 'Consumer Protection' below. These funds remain unavailable to us until your trip has concluded.

We will contact you at various stages prior to the Road Trip start date, to ask for more information should we need it, and to discuss aspects of the Road Trip with you as the need arises.

A binding contract will exist between us once we have sent you a confirmation of your booking, and it is your responsibility to inform us of any errors on any booking documents, confirmations, tickets or other documents that we send to you.

The final balance for your Road Trip will be due for payment 15 weeks before the start date of your Road Trip. If full payment is not received by this date, we reserve the right to cancel your booking, and no refunds of any monies paid will be due to you.

4. Documents and Insurance

As part of your booking, you must arrange the following insurances as a minimum.

Car Insurance covering you and all drivers for the minimum legal required level in the territories in which you will be driving; we recommend that you arrange fully comprehensive insurance.

Car breakdown insurance covering you in the territories for which you will be driving. Breakdown insurance should cover you for repatriation for you and your vehicle back to the UK in case your vehicle cannot be repaired in reasonable time.

Comprehensive Travel Insurance, covering any pre-existing medical conditions. We highly recommend that your cover should include cancellation cover, and that you purchase your insurance at the same that you book your Road Trip with us.

You will be required to carry the following documentation during the Road Trip:

- a. Driving Licence – all drivers must hold a valid full UK driving licence
- b. Vehicle insurance Certificate for all drivers
- c. V5C (log book) or ‘vehicle on hire’ certificate
- d. MOT certificate
- e. Valid Passport – for all participants - with at least six months validity on the last day of the trip.
- f. Travel Insurance Certificate

We reserve the right to ask for proof that you hold these insurances either before or during the Road Trip, and we reserve the right to cancel your booking if you are found to not have any of these insurances. If we cancel your booking on these grounds, no refund of any monies paid will be due to you.

In case you travel without any insurance, we will not be liable for any consequences that arise as a result.

5. Cancellation by you

If you are forced to return home early, we cannot refund the cost of any travel

arrangements you have not used. If you cut short your Road Trip and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your Road Trip not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the Road Trip;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £25 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these Booking Conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 9 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

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

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of 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.

Should one or more members of a party cancel, it may increase the per person Road Trip price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

Period before departure in which you notify us	Cancellation Charge
More than 105 days	deposit only
Between 105 and 60 days	75% of Road Trip cost
Between 59 and 30 days	90% of Road Trip cost
Less than 29 days	100% of Road Trip cost

These cancellation terms may differ depending on your tour but we will notify you of any changes before we confirm your booking. Please note that amendment charges are not refundable in any circumstances.

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

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

You have the right to cancel your confirmed Road Trip before the start date of your package without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your Road Trip destination or its immediate vicinity and significantly affecting the performance of the Road Trip or significantly affecting the transport arrangements to the destination.

In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation.

Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, and significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

This clause 6 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013(Directive 2011/83/EU).

6. Cancellation or change by us

As we plan your Road Trip arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes

If we make a minor change to your Road Trip, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before the start date of your package but we will have no liability to you. Examples of “minor changes” include change of accommodation to another of the same or higher standard and/or, changes of transport providers. Please note that transport providers used on the website may be subject to change.

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of “significant changes” include the following, when made before the start date of your package:

- a. A change of accommodation area for the whole or a significant part of your time away.
- b. A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- c. A change of outward departure time or overall length of your arrangements by more than 12 hours.
- d. A significant change to your itinerary, missing out one or more destination entirely.

Cancellation

We will not cancel your travel arrangements less than 60 days before the start date of your package, except for reasons of force majeure, failure by you to pay the final

balance or because the minimum number required for the package to go ahead hasn't been reached. The minimum number required will be provided to you with the Road Trip description, along with the time limit for us to tell you if the package has to be cancelled. Occasionally we may, entirely at our discretion, decide to run a trip which hasn't reached the minimum number requirement subject to payment by you of a surcharge to cover the additional cost of running this trip.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- e. (for significant changes) accepting the changed arrangements; or
- f. having a refund of all monies paid; or
- g. if available and where we offer one, accepting an offer of alternative travel arrangements (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

7. Administration Charges

In the event that you wish to change any details of your booking - including the vehicle or details of any of the participants, we will only charge you administration charges in the event that the change will incur extra cost to us.

You will be informed of any charges payable upon your request to make changes to your booking, and these charges will be payable before the change is made.

8. Driver Responsibilities

The lead driver of the vehicle must:

- a. Ensure that the documents listed above are carried in the vehicle for the duration of the Road Trip.
- b. Ensure that the vehicle is in a safe and roadworthy condition before carry out any journey;

All drivers must:

- c. Have a full, UK driving licence for the category of vehicle you are driving on the Road Trip for the entire duration of the Road Trip.
Ensure that they are medically fit to drive according to UK and European Laws;
- d. Ensure that they are not under the influence of anything which may impair their judgement, whether alcohol, prescribed drugs, illegal drugs or otherwise;
- e. at all times drive in accordance with all applicable legislation and codes of practice of the country they are driving in, including driving within the speed limits and following all road traffic and driving laws. It is the responsibility of the individual to make sure that they are aware of the rules and regulations in the territories that they are driving in.
- f. will always drive with reasonable skill and care and agree to indemnify us for any action or claims for damages (including costs) which may be brought against us, arising from negligent, reckless or irresponsible driving; and be responsible for all fines as a result of their driving during the Road Trip.

While we provide information on driving rules and regulations in our guide books, these are not exhaustive and it is the responsibility of the driver to ensure they are up to date on all developments.

9. Personal Behaviour

A Road Trip is not a race, time trial or competition of any kind. Any individual found to be competing in any way with other participants or other individuals will be removed from the Road Trip, and no monies paid will be refunded.

You are expected to behave in a manner that does not affect the enjoyment of other individuals on the Road Trip, or cause loss or inconvenience to service providers who are providing services to us.

We are not responsible or liable for actions against you by third parties as a result of antisocial or unreasonable behaviour or any kind.

10. Foreign Office Advice

It is your responsibility to ensure that you are up to date with the advice from the Foreign & Commonwealth Office regarding the territories you will be travelling through.

11. Image Rights and Photography

All participants consent to be photographed and to be included in any filming of the Event. You consent to the use of your name, image, likeness, voice and biographical material in connection with any and all footage, publicity and related promotional material. Participants are only entitled to take photographs and film footage of the Event for non-commercial purposes.

There will be action cameras available to secure to your vehicle should you wish, and we will use the footage for promotional purposes and to produce a short video of the trip for you. There will be a small number of action cameras available per trip and these will be shared amongst vehicles on different days. They can be fixed to your vehicle using non permanent fixings. We cannot guarantee that you will be able to have use of one of our cameras on all or any specific part of your trip, though we will take requests in the order that they are received.

12. Force Majeure

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

13. Terms and Conditions Changes

We reserve the right to change these terms and conditions at any time. You will be notified of the changes and will be deemed to have accepted the amended terms and conditions by attending the Road Trip.

14. Assistance

Where you require assistance while participating on one of our road trips, we will endeavour to assist you as best we can by supplying information, local contacts of

breakdown facilities, repair garages, hospitals or other local services. If you require assistance on the road of any kind we will endeavour to provide help and support in a reasonable timeframe, and may attempt to come to you at the roadside to assist, if reasonable and safe to do so. However, we cannot be held liable for costs arising from any kind of incident where assistance is required. You are advised and required to have in place the appropriate insurances (health, travel, breakdown, vehicle) to protect you from the cost and inconvenience of such incidents.

15. Consumer Protection

'Making Tracks - Road Trips Ltd' is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations 2018" all passengers booking a 'travel package' as prescribed in 'The Package Travel and Linked Arrangements Regulations 2018' with 'Making Tracks - Road Trips Ltd' are fully protected for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. Your money is fully protected and paid into an independent Trust Account, managed by Protected Trust Services Ltd of 307-315 Holdenhurst Rd, Boscombe, Bournemouth BH8 8BX and its Trustees, chartered accountants - Elman Wall Ltd of 8th Floor, Becket House, 36 Old Jewry, London EC2R 8DD.

16. Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact Mike on 03301331673.

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration under the ABTOT Travel Industry Arbitration Service. An Independent Arbitrator will review the documents relating to

any complaint and deliver a binding decision to bring the matter to a close. A fee is payable by each party when an application for arbitration is submitted.

Details of this scheme are available from The Travel Industry Arbitration Service, administered by:

Dispute Settlement Services

9 Savill Road

Lindfield

West Sussex

RH16 2NY

E-mail: admin@disputesettlementservices.co.uk

This scheme cannot however decide in cases where the sums claimed exceed £5,000 per person or £10,000 per booking form, or not solely or mainly in respect of physical injury or illness or the consequences of such injury or illness, or solely or mainly in respect of a discrimination claim or any claim under the Equality Act.

17. Delays, missed transport arrangements and other travel information

If you or any member of your party misses your Eurotunnel or other transport arrangement, you will be responsible for any extra costs incurred in rebooking/rescheduling your crossing.

Due to the nature of road travel, prearranged journeys may be delayed for reasons out of our control. We cannot accept liability for any delay which is due to any of the reasons of Force Majeure.

It is possible that you may experience delays as a result of the United Kingdom's decision to leave the European Union. We cannot be held responsible for such delays.

18. Indemnity

You will indemnify us against any and all claims, lawsuits and causes of action brought against us by any third party as a result of your action or participation in the Road Trip, including without limitation, your violation of any laws or regulations or your breach of these Terms and Conditions.

19. Violation of Terms

If any participants violate any of the above terms and conditions or refuse to follow the instructions given prior or during the Road Trip by us, you may be prohibited from any or further participation in the Road Trip.

20. Law

These terms and conditions and your participation in the Road Trip are governed by English law and you submit to the jurisdiction of the Courts of England.