

WeekendsFrom

BOOKING TERMS AND CONDITIONS

Last updated: February 18, 2021

The following booking conditions together with other policies herein incorporated by reference form the basis of your contract with us. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

Herein these booking conditions, "you" and "your" means all persons named on the booking or any of them as applicable (including anyone who is added or substituted at a later date) and "departure" means the start date of the trip arrangements you have booked with us. "We", "us" and "our" means Weekendsfrom.

These booking conditions only apply to holiday arrangements which you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "holiday", "booking", "contract", "package", "tour" or "arrangements" mean such holiday arrangements unless otherwise stated.

Booking, Acceptance of Booking and Payment

If we accept your booking for a trip, we will issue you with a booking confirmation invoice. A contract will exist between you and us from the date we issue the confirmation invoice or if you book within 30 days of departure the contract will exist when we accept your payment. Please refer to your booking confirmation invoice for details regarding final payments, including how to make the payment. Payment of the balance of the trip price is due 30 days before the departure date, except as otherwise agreed between you and us. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled and you shall not be entitled to any refund on your deposit.

You must check your booking documents carefully as soon as you receive them. Contact us immediately if any information which appears on the invoice or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document or confirmations within ten days of our sending it out.

We reserve the right to decline any booking at our discretion. We also reserve the right to cancel any booking as a result of unsuitable behavior as explained herein this agreement.

Confirming Your Booking

In order for us to confirm and approve your booking and make travel arrangements, we may be required to provide all requested details. These required details may vary by trip and they may include but not be limited to your full name as written in your ID, nationality, date of birth, passport number and any pre-existing medical conditions that you have that may affect your ability to complete your travel arrangements.

The collection of this information is in line with our privacy practice. Kindly see our privacy policy for more information about how we make use of the information that we collect from you.

Trip price changes and Surcharges

You understand that our trip prices are subject to changes and seasonal pricing, both of which are standard practices within the travel industry and as such, we reserve the right to increase or decrease the prices of the holiday arrangements we offer at any time prior to you accepting our booking proposal. Once we have confirmed your booking by issuing a booking reference number, the cost will not be subject to any more of such changes or seasonal pricing.

Changes by you

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavor to assist, we cannot guarantee we will be able to meet any such requests. Where we can assist, an amendment fee may be charged by us and will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our partners.

If you decide to cut short your trip for your own reasons or choose not to stay in the accommodation we have booked for you, not to take any of the meals we have arranged, not to take part in any of the activities or other holiday elements, then we are unable to offer to you a refund or cover any costs. Depending on the reason, you may be covered by your travel insurance company, so please check your coverage carefully.

Cancellation by you

You may cancel your confirmed booking at any time prior to departure subject to our cancellation terms outlined herein. Should you need to do so, you must immediately advise us in writing and your notice of cancellation will only be effective when it is

received by us in writing. If you cancel a trip, the following refund terms will be applied accordingly:

100% Refund: 46+ days prior to departure

75% Refund: 45-31 days prior to departure

50% Refund: 30 days- 15 days prior to departure

25% Refund: 14-8 days prior to departure

0% Refund: 7-0 days prior to departure

Please note: no refunds will be given in respect of activities which you book and then do not take part in whilst on the trip (for example you miss the start time of the activity because you have overslept, are hungover or under the influence of drugs or simply change your mind).

If you wish to transfer your place on your booking to another person (introduced by you), you may do so provided the person to whom you are transferring your place satisfies all conditions which form part of your contract with us. Requests for a transfer must be made not less than 10 days before departure and must be accompanied by the name and other applicable details of the person who is intended to replace you.

Any refunds due will be processed via the original method of payment. Payment processing fees and travel insurance are 100% non-refundable.

Travel Insurance

Adequate travel insurance is a condition of your contract with us. You must take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses.

Please ensure that there are no exclusion clauses limiting or excluding protection for the type of activities included in your trip. You must ensure that all travel insurance purchased meets your particular requirements and you should arrange supplementary insurance if need be.

Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance you purchase provides adequate cover. We do not check insurance policies and cannot be liable for any expenses incurred as a result of your not having adequate, appropriate or valid insurance cover.

Changes made by Us

Changes to confirmed trip arrangements sometimes have to be made. Most changes will be insignificant, and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Insignificant changes include the substitution of a particular activity with at least a comparable alternative or a change in the order of any activities you are due to participate in. Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted as referred to herein this agreement.

In the event that we have to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration(s) and any impact they have on the price; (ii) in the event that you do not wish to accept the alteration(s), details of any substitute package we are able to offer (and any price reduction where this is of a lower quality or cost); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration(s) or any substitute package offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so.

If you choose to cancel your booking, we will refund all payments you have made to us within 14 days of the date we receive your written cancellation. If we don't hear from you with your decision within the specified period (having provided you with the above-mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of our doing so. No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances.

We are unable to control the way in which any of our property owners or hotels manages their rooms and in very exceptional cases we may be advised that the reserved accommodation has been overbooked. If this happens before your holiday or when you arrive at the destination, we will endeavor to provide alternative accommodation of at least the same standard within the same area. If the accommodation available is of a lower standard, we may refund the difference in price between the accommodations.

Cancellation by us

Our trips are guaranteed to hold but occasionally, it may be necessary to cancel confirmed trip arrangements subject to the following events. In the event (i) we are prevented from performing your contracted trip arrangements as a result of

unavoidable and extraordinary circumstances and we notify you of this as soon as reasonably possible; or (ii) we have to cancel because the number of paid travelers on the trip on which you are travelling is lower than the minimum number applicable to the trip as stated in the contract and you are notified of the cancellation not less than 20 days before departure.

In this situation, we will refund all monies you have paid to us within 14 days of the date we inform you of the cancellation but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred. We will, of course, endeavor to offer you comparable alternative arrangements where possible which you may choose to book in place of those cancelled.

Force Majeure; Unavoidable and extraordinary circumstances

Except where otherwise expressly stated in these booking conditions, 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 or you otherwise suffer any damage or loss (as more fully described in the Liability clause herein as a result of unavoidable and extraordinary circumstances. In these booking conditions, force majeure shall mean a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include, for example, war, riot, industrial dispute, terrorist activity (including suspected terrorist activity and terror alerts) and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics and unavoidable technical problems with transport.

Snow cover, weather conditions, excursions and activities - Snow cover in our winter destinations is expected, but with erratic weather patterns, it cannot be guaranteed. If the snow cover means that for any reason your activities or any excursions cannot be operated, our Tour Operator will endeavor to offer alternatives where possible. Other weather factors can influence whether other activities are possible. These conditions are completely beyond our control and so all bookings are confirmed on this basis.

Liability and Limitation of Liability

To the maximum extent permitted by applicable law, we exclude all liability whatsoever to you or any other person (whether in contract tort or otherwise) for any loss (whether direct, indirect, consequential) including death or personal injury or damage of any kind that may be suffered as a result of any act or omission whether negligent or otherwise by or on behalf of us in connection with the services or any

other matter or thing relating to these Booking Conditions except to the extent that such loss or damage is incurred as a direct result of our fraud or willful misconduct.

In the event where the applicable law implies a warranty into this Booking Agreement which may not lawfully be excluded, our liability for breach of such a warranty will be limited to either supplying the services again or payment of the cost of having the services supplied again.

Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services, activities or facilities which your hotel or any other supplier agrees to provide for you where the services, activities or facilities are not advertised by us as forming part of your trip and we have not agreed to arrange them as part of our contract and any excursion/ activities you purchase during your trip.

In addition, regardless of any wording used by us on our website or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

Complaints and Claims

If you have a problem during your trip, please inform the Tour Operator and/or our representative immediately who will endeavor to put things right. If you believe that your complaint has not been resolved through these means then any further complaint should be put in writing to us within 30 days of the end of the trip through team@weekendsfrom.com.

Behavior

When you book a trip with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other partner or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) 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 behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned or we and the relevant person in authority can

prevent that person(s) from taking part in the activity(ies) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service or activity area (as applicable). We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made, and we will not pay any expenses or costs incurred as a result of the termination or prevention from taking part in the activity(ies) concerned.

If you commit an illegal act (including, for example, causing any damage) you may be excluded from the trip and we shall cease to have any responsibility to/for you as above. No refund will be given for any unused services.

Special requests, Age and Health Requirements

Special Request: The descriptions of our holidays indicate whether or not they are generally suitable for someone with reduced mobility or health challenges. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.

If you suffer from reduced mobility or have any other disability or medical condition which may affect your trip arrangements, you must provide us with full details before booking so that we can provide you with precise information as to the suitability of the trip taking into account your needs.

In order to take part in sporting activities, all persons should be in good health and possess a reasonable basic level of fitness. If you are unsure about the physical demands of a particular holiday, please ask us and we can advise you accordingly.

You agree to accept the authority and decisions of our employees, Tour Operator and agents whilst on the trip with us. If in the opinion of any such person(s) or any other person in a position of authority, your health, level of fitness or conduct at any time before or during a trip is endangering or appears likely to endanger your health or wellbeing or any third party (including any of our other clients) or the safe, comfortable or happy progress of the trip, you may be excluded from all or part of the trip without refund or recompense. Where you are excluded, we will have no further responsibility towards you (including any return travel arrangements) and we will not meet any expenses or costs incurred as a result of the exclusion. In the case of ill health, we may make such arrangements we see fit and recover the costs thereof from you.

Dietary requests and allergies: We are always happy to pass on any standard dietary requests (gluten-free, vegetarian etc) or requirements based on medical or religious grounds, but we cannot guarantee availability.

Photographic consent

From time to time our staff, customers guide or tour operator may take photographs or videos during a trip and these may feature our guests. These pictures may be used in future marketing materials (of any medium) and stored digitally and physically. You will not be identified in any photographs or video unless you agree to our doing so but we appreciate you may be recognized by someone who knows you. If you do not want to be filmed or have your photograph taken for use in this way, please inform the relevant operator/representatives/photographers/other group members during your trip.

Governing Law

Any dispute arising from or relating to these Terms will be heard solely by a court or tribunal of competent jurisdiction within California. If you bring a dispute in a manner other than in accordance with this section, you agree that we may move to have it dismissed and that you will be responsible for our reasonable attorney's fees, court costs, and disbursements in doing so. You agree that the unsuccessful party in any dispute arising from or relating to these Agreement will be responsible for the reimbursement of the successful party's reasonable attorney's fees, court costs, and disbursements.

Severability

If any provision of these Terms is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Assignment

You may not assign or transfer this Agreement, by operation of law or otherwise, without Weekendsfrom's prior written consent. Any attempt by you to assign or transfer this Agreement, without such consent, will be null and of no effect.

Notices

Any notices or other communications provided by Weekendsfrom under this Agreement, including those regarding modifications to this Agreement, will be given: (i) by Weekendsfrom via email; or (ii) by posting to the Services. For notices made by

e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

No Waiver

Weekendsfrom's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Weekendsfrom. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

Severability

If any provision of these Terms is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.