



Booking Terms & Conditions

1. Definitions

In these Booking Conditions, references to “we”, “us” and “our” refer to ‘Driven Adventures’, 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 Adventure” refer to the booking that this document refers to and is a supported self-drive tour.

2. By making a booking of a Road Adventure on our website/social media page/email, 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 for information only relating or necessary to the trip, 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/social media page/email for the relevant Road Adventure, (or the full payment if you are booking within 12 weeks of the Road Adventure 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 an invoice/receipt for the payment of your deposit. The invoice will contain our business bank details. Deposits are non-refundable unless we can resell your spot. We will contact you at various stages prior to the Road Adventure start date, to ask for more information should we need it, and to discuss aspects of the Road Adventure 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 Adventure will be due for payment 12 weeks before the start date of your Road Adventure. 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. Once the final balance is paid, it is non-refundable. All payments/deposits are held in a separate account at all times until the trip has been completed.

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 cover 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 time that you book your Road Adventure with us.

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

Driving Licence – all drivers must hold a valid full UK driving licence

Vehicle insurance Certificate for all drivers

V5C (log book) or 'vehicle on hire' certificate

MOT certificate

Valid Passport – for all participants - with at least six months validity on the last day of the trip.

Travel Insurance Certificate

We reserve the right to ask for proof that you hold these insurances either before or during the Road Adventure, 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 Adventure 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 be able to offer you any refund for any part of your Road Adventure 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:

1. that person is introduced by you and satisfies all the conditions applicable to the Road Adventure;
2. we are notified not less than 7 days before departure;
3. 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
4. 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 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 Adventure 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 Adventure cost

Between 59 and 30 days: 90% of Road Adventure cost

Less than 29 days: 100% of Road Adventure 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 Adventure before the start date of your package without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your Road Adventure destination or its immediate vicinity, and significantly affecting the performance of the Road Adventure 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.

Clause 9 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 Adventure 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. This is to ensure that we maintain high experience levels to every adventure.

Changes: If we make a minor change to your Road Adventure, 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 mentioned at any time 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:

1. A change of accommodation area for the whole or a significant part of your time away.
2. A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
3. A change of outward departure time or overall length of your arrangements by more than 12 hours.
4. 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 Adventure 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:

1. (for significant changes) accepting the changed arrangements; or
2. having a refund of all monies paid; or
3. 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.

Compensation: In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

1. If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
2. If we cancel your booking and no alternative arrangements are available and/or we do not offer one

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure in which we notify you - Amount you will receive from us*

62 days or more - Nil

Between 61 and 42 days - £10

Between 41 and 28 days - £20

Between 27 – 14 days - £30

Less than 14 days - £40

***IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:

1. where we make a minor change;
2. where we make a significant change or cancel your arrangements more than 60 days before departure;
3. where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
4. where we have to cancel your arrangements as a result of your failure to make full payment on time;
5. where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
6. where we are forced to cancel or change your arrangements due to Force Majeure (see clause 11).

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:

Ensure that the documents listed above are carried in the vehicle for the duration of the Road Adventure.

Ensure that the vehicle is in a safe and roadworthy condition before carry out any journey;

All drivers must:

- Have a full, UK driving licence for the category of vehicle you are driving on the Road Adventure for the entire duration of the Road Adventure.
- Ensure that they are medically fit to drive according to UK and European Laws;
- Ensure that they are not under the influence of anything which may impair their judgement, whether alcohol, prescribed drugs, illegal drugs or otherwise;
- 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,
- 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 and toll charges as a result of their driving during the Road Adventure.

While we provide information on driving rules and regulations in our guide book, 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 Adventure is **not** a race, time trial, rally 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 Adventure, 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 Adventure, 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.

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, landslips, 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) 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 Adventure.

14. Assistance

Where you require assistance while participating on one of our Road Adventures, 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, and as outlined in Section 4.

15. Consumer Protection:

'Driven Adventures' is a company committed to customer satisfaction and consumer financial protection.

16. Ferry/EuroTunnel crossings

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.

17. 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 Adventure, including without limitation, your violation of any laws or regulations or your breach of these Terms and Conditions.

18. 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 Adventure by us, you may be prohibited from any or further participation in the Road Adventure.

19. Law

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