

Polsport UK Ltd Booking Conditions

Terms & Conditions

Please read this information carefully as it contains important information on who we are, how we operate, how to make a booking and how to contact us if you are dissatisfied with our services. It also explains your rights in relation to our outdoor sports activities and how to contact us in the event you require further information.

These Booking Terms and Conditions, along with our Privacy Policy and, in the case of trip bookings made through our Terms of Service for Provided Services, as well as any other information provided to you before confirming the reservation, form the basis of the contract between you and POLSPORT UK LTD (company number: 15195522) registered at 8 Taywood Road, UB5 6GB Northolt Middlesex ("we", "us", "our"). Please carefully read through them as they outline our mutual rights and obligations. In these Booking Terms and Conditions, references to "you" and "your" include the first person listed 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.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- (a) he/she has read these Booking Terms and Conditions and has the authority to and does agree to be bound by them;
- (b) he/she consents to our use of information in accordance with our Privacy Policy;
- (c) he/she is over 18 years of age and resident in the United Kingdom and when placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- (d) he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

1. Definitions

The following definitions shall apply to these T&Cs:

"Force Majeure" means unusual or unforeseeable circumstances beyond our control or the control of leaders, coaches, mountain guides, hotels, flight operators and any other third party providing Travel Services (together, "Providers") in regards to our sports activity, the consequences of which neither we nor the Providers could avoid even with all due care, this includes, but is not limited to, epidemics or outbreaks of illness, war, threat of war, riot, civil strife, industrial dispute, terrorist activity or threat of it, natural or nuclear disaster, fire, flood, drought, technical problems with transport, machinery or equipment, power failure, changes imposed by rescheduling or cancellation of flights by an airline, closure or congestion of airports or ports, and adverse weather conditions, changes imposed by rescheduling or cancellation of other means of transport (ferries, trains, coaches, car hire, etc).

"Package" is the combination of at least two or more Travel Services sold together by the same travel agent/website/point of sale for the same trip or holiday, as duly defined in Article 2 of the Regulation see below.

"LTA" refer to travel linked arrangements as defined in Article 2 of the Regulation, see below and it is the combination of at least two or more Travel Services sold for the same trip, not constituting a Package, resulting in the conclusion of separate contracts with different individual service providers, if a company facilitates:

- (a) on the occasion of a single visit to, or contact with, such a company's point of sale, the separate selection and separate payment of each Travel Service; or
- (b) in a targeted manner, the procurement of at least one additional Travel Service from another company where a contract with such other company is concluded at the latest 24 hours after the confirmation of the booking of the first Travel Service.

"Travel Services" refer to transport, accommodation, car rental and any other touristic service not intrinsically part of those services, as duly defined in Article 2 of the Regulation.

2. About Us

2.1 Who we are. We are Polsport UK Limited ("we" "us" "our" "Company"), a company limited by guarantee incorporated in England and Wales with registered number 15195522.

2.2 We are an active holiday travel agency, not a tour operator or organizer of travel packages.

We are a travel company whose mission is to enable as many people as possible to benefit from unique and affordable outdoor adventures, as promoted and advertised on our associated social media channels, like: Facebook pages/groups "Pol-Ski&Snowboard Club UK" and "Polska Grupa Rowerowa UK" from time to time.

2.3 Key distinctions with a travel company, tour operator, retailer of travel services or organiser of travel package. To better understand our regulatory position, please read thoroughly the following distinctions:

Businesses that make available travel services and/or holiday arrangements are subject to various regulations, as below, that are designated to protect customers.

As we offer and sell readymade packages from our suppliers, we are subject only to:

The Package Travel and Linked Travel Arrangements Regulations 2018 (Regulation)

<https://www.legislation.gov.uk/uksi/2018/1367/contents>

EU Exit (Amendment) 2018

<https://www.legislation.gov.uk/uksi/2018/669/contents/made>

As a travel agent, not selling/arranging flights we are not subject to those regulations:

The Air Travel Organiser's Licence (ATOL) Regulations 2017:

<https://www.legislation.gov.uk/uksi/2018/634/contents>

The Civil Aviation (Air Travel Organizer's Licensing) (Amendment) Regulations 2018

<https://www.legislation.gov.uk/uksi/2018/670/contents/made>

We only provide ready packages from our suppliers for outdoor sports activities only for limited groups, insofar as it is possible under the Regulation. Please read Article 7.2. of this Notice for more information.

You do not benefit from rights applying to Packages and LTA under the Regulation when booking an outdoor activity with us. We do not provide legal and/or financial protection for our activities, be the former the protection provided to you as a consumer if some elements of the holiday are not provided or are not as expected (for example the right to refund if bad weather means your holiday cannot go ahead), whilst the latter be a refund in the unlikely event of our insolvency. Be assured, though. We will make every effort in our conversations with you, to ensure that everything is in place for you to relax and enjoy every aspect of your time with us. Key rights are under the Regulation may be viewed here:

<https://www.legislation.gov.uk/uksi/2018/634/schedule/2/made>

<https://www.legislation.gov.uk/uksi/2018/634/schedule/5/made>

If you need further clarification, please contact us by email: polsportuk@gmail.com

We are not responsible for the proper performance of Travel Services provided by third parties, including but not limited to accommodation, flight operators, transfer provider, mountain guides and coaches. If you are dissatisfied with their services, please contact them directly, or contact us and we may be able help you arise the case with the relevant service provider.

We do not sell nor offer for sale air holidays and flights; hence our active holidays are not ATOL protected. ATOL is a protection scheme for air holidays and flights managed by the Civil Aviation Authority ("CAA"). All tour operators and travel companies selling air holidays and flights in the UK are required by law to hold a license called an Air Travel Organiser's License ("ATOL"). ATOL protect customers from losing their money or being stranded abroad.

2.4 How to contact us. Please contact us by e-mail on polsportuk@gmail.com if you need any further clarification on the matters herein outlined.

3. Bookings

3.1 How we will accept your booking? Our acceptance of your booking will be confirmed by a written reply by Polsport UK Ltd to your text message or verbally on the phone, we can send confirmation email or a message and produce the invoice if necessary.

To confirm your travel arrangements, you may be required to pay a deposit per person. All deposits are non-refundable and non-transferable for changes of mind or cancellations by you. We will advise you of the amount of the deposit and date for final payment at the time of your booking.

If we do not receive payment in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges will apply. As per article 8 of this notice.

3.2 Your right to change your mind. You have 3 days after the day we email/text you to confirm we accept your booking to change your mind and receive a refund, as per the Consumer Contracts Regulations 2013, which will be made within 14 days of your telling us you have changed your mind. We will refund you by the method you used for payment.

3.3 If we cannot accept your booking. If we are unable to accept your booking, we will inform you of this in writing and will not charge you for the activity booked. This might be, as an example, because we are unable to provide the activity due to unusual or unforeseeable circumstances beyond our control or the control of leaders, coaches, and other professionals involved in the activity.

4. Price & Information

Our offers and events are usually advertised on Polsport UK Ltd Social Media Channels.

4.1 Price. The price of any activities (which includes VAT where applicable) will be the price indicated on the advert sent to you directly or published on our social media. The price may include accommodation (depending on the duration and type of the trip), transport, and other Travel Services and activities provided by a third party.

This changes when it comes to the trip you are booking and everything is specified in the advert / event you are planning on attending. Depending on the duration of the trip.

4.2 Accuracy of the information. We endeavour to ensure that the descriptions, information and prices on our offer/Facebook are accurate. It is always possible that, despite our best efforts, some errors occur, and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details of the arrangements you wish to book before making your reservation.

We reserve the right to change the prices of unsold holidays at any time and correct errors in confirmed holiday prices. We also reserve the right to increase the price of confirmed holidays solely to account for increases that are a direct result of changes in:

- (i) Passenger transport costs arising from fuel costs or other sources of energy; or
- (ii) Levels of taxes or charges relating to holidays imposed by third parties not directly involved in the execution of the holidays, including tourist taxes, landing fees, or embarkation or disembarkation fees at ports and airports; and
- (iii) Exchange rates relevant to the package.

Such changes may include, but are not limited to, changes in costs of services that are part of our agreements with suppliers/partners and other transport providers.

5. Sports Activities

5.1 All the activities are subject to availability. Due to the nature of some of the activities, these can change at short notice. In the event of a particular activity is not available we will do our best to provide another activity for you to enjoy.

5.2 Your rights to make changes. If you wish to make a change to the activity, you have booked please contact us as soon as possible. We will do our best to make the change but cannot guarantee to do so. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the activity or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5.3 You may replace yourself with another person who satisfies all the conditions applicable to our bookings. In order to do so, you must give us notice in writing of your intention at least 7 days before the day the activity is due to start. We will inform you of any additional fees, charges or other costs in relation to the replacement, all which must be reasonable and which will not exceed those actually incurred, and we will provide proof of those costs, if necessary. You and the person you are replacing yourself with will both be liable to pay these replacement costs.

5.4 Cancellation by us. We reserve the right to cancel any activities or where we cannot perform the activity due to unavoidable and extraordinary circumstances and we notify you as soon as possible. If it is necessary to cancel your travel arrangements, compensation will not be payable by us in the event of Force Majeure, adverse weather or environmental condition, safety related concern and travel restrictions.

You should take out adequate (obligatory for Winter Sport and cycling) Sports and Travel insurance to cover yourself from these eventualities.

5.5 Cancellation by you. If you need to cancel your activity, you must contact us immediately. All cancellation requests must be in writing and acknowledged by us.

If you cancel after 14 days from our confirmation of your booking you are not entitled to a refund, but we may provide partial refund at our own discretion (subject to an administration fee).

5.6 Minors. It is your sole responsibility as a parent or guardian of minors to ensure that it is safe and appropriate for them to attend an outdoor sports activity with us and that they will not pose a risk to their own safety, or that of others. Polsport UK Limited can not be held responsible for minors.

5.7 Weather. We accept no responsibility for weather conditions experienced during your outdoor sports experience. We regret that no refund will be made by us if your activity is to be suspended, rescheduled or varied as a result of adverse weather conditions.

5.8 Special requirements. If you need to make any special arrangements, please contact us by e-mail or messenger, WhatsApp. We will let you know if your request can be accepted.

5.9 Outdoor activities provided by Polsport UK Ltd are physically demanding or contact sports. You must be competent and fit enough to undertake these sports and you must take all reasonable precautions for your own safety and the safety of any other Member for whom you might be responsible. When you are undertaking a sports activity under the guidance of a professional mountain guide, instructor, leader, coach you agree to follow and abide by their reasonable instructions. You must accept that mountain guides, leaders and coaches are solely responsible for your own safety and have the right to prevent you from participating in any activity if, in their reasonable opinion, you cannot participate safely because your fitness is inadequate, or your conduct may present a danger to other Members. Polsport UK Ltd have no liability to you in these circumstances.

6. Your Undertakings

6.1 Behaviour. All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination, our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made, and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

We are committed to providing our members with an outstanding experience. You agree not to disrupt the enjoyment of other Members nor to prejudice the reputation of Polsport UK with third parties, which might be involved in your trip or sports activity. Should you behave unreasonably and cause danger to yourself or other Members, we reserve the right to terminate promptly any activity or full trip. We shall not be under any obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation and return transportation arrangements) you may incur as a result of your activity and travel arrangements being terminated.

6.2 Equal opportunity and discrimination. We are committed to promoting equal opportunities in outdoor activities. Members will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Discrimination is therefore forbidden and leads to Members being excluded immediately from any outdoor activity, be this in progress or yet to be provided. You agree to not unlawfully discriminate against or harass other people including our current and former employees, Members, Leaders, Coaches and Mountain Guides.

We regret that no refund will be made by us on your failure to comply with this article.

7. Cutting Your Holiday Short

If you're forced to return home earlier, we cannot refund the cost of any travel arrangements you haven't used. If you curtail your holiday and return early under circumstances where you have no legitimate reason to complain about the standard of accommodation and services provided, we won't offer a refund for the unfinished part of your holiday nor accept responsibility for any associated costs you might incur. Depending on the circumstances, your travel insurance might offer curtailment protection, and we suggest any claims be directed to them.

8. If You Change Your Booking & Transfers of Booking

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking, we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 8.

8.1 Transfer of Booking. 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 holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment 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 8 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.

8.2 If You Cancel Your Booking Before Departure. 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, via email, by us at and will be effective from the date on which we receive it.

Should one or more member of a party cancel, it may increase the per person holiday 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:

- Between 84 days and 43 days – 50% of holiday cost or loss of deposit (whatever is greater)
- Between 42 days and 22 days – 75% of holiday cost or loss of deposit (whatever is greater)
- Between 21 days and 8 days – 90% of holiday cost or loss of deposit (whatever is greater)
- 7 days or less – 100% of holiday cost cancellation charge

The cancellation charges above have been calculated as a genuine pre-estimate of the losses we would incur in the event you cancelled your holiday within the stipulated time period, taking into account the charges we will incur from our suppliers (some of which will be up to 100%) and the expected cost savings and income from alternative deployment of the travel services (if possible) calculated as an average charge over a period of time.

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.

9. If We Change or Cancel

We reserve the right to make changes to the confirmed package caused by changes from our partners/suppliers.

Sometimes we may be forced to make changes or cancel your booking; we reserve the right to do this at any time.

Changes: If we make an insignificant change to your holiday, we will make reasonable efforts to inform you as soon as possible if there's time before your departure, but we won't be liable to you. Examples of insignificant changes include changing your transportation arrangements, changing the type of transportation, changing accommodation to another of the same or similar standard.

10. Travel Information

10.1 Air Travel, accommodation, transport. We are not offering flights for our groups. Each Member is responsible for making their own travel arrangements to point of meeting with the group specified in the offer including domestic transportation and flights (we can only recommend flights that seem to be the best for the occasion).

On accessions we may offer transfer from the airport, accommodation in a hotel, apartments, guesthouses but this applies only during our trips that are longer than 1 day. This does not include the time before and after our trip itself. It is your responsibility to book any hotels and flights before and after the trip.

10.2 Passport. If our activities take place out of the UK. It is your sole responsibility to be in possession of a valid passport and any visa which may be necessary for your activity with Polsport UK. Please contact the Foreign & Commonwealth Office for further assistance <https://www.gov.uk/foreign-travel-advice>. We accept no liability for you failing to comply with this article.

10.3 Insurance. It is your sole responsibility to ensure that you are fit and suitably insured for the activities intended to be undertaken outdoors, especially for those that might imply a high risk (skiing, snowboarding, off-piste skiing (resort only) and cycling, MTB). Any activities and events are at your own risk. We cannot accept liability for any injury, loss or damage whatsoever. For your own protection, it is a condition of booking that you have insurance which covers for personal injury, death, medical and repatriation costs in the countries where the sport activities take place, together with cover for loss of baggage and valuables, personal liability, delay, cancellation, curtailment (shortening) of your stay, missed departure and legal expenses. Please be ready to provide details of your own insurance if necessary.

10.4 If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

11. Medical and Safety Requirements

11.1 Medical requirements. You are solely responsible for ensuring that you are sufficiently fit and healthy to undertake the sports activity. You should have a medical exam prior to engaging in any outdoor activity. Recent hospitalizations, surgery, chronic illness, debilitating conditions or other medical history precludes your participation in any sports activity provided by Polsport UK. It is a condition of booking to have a valid medical certificate. Please contact your GP and be ready to provide a medical certificate to your coaches, leaders and mountain guides if so requested. It is also your sole responsibility to notify us if your health conditions change prior to the participation in any of our sports activity.

11.2 If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

12. Our Responsibilities

12.1 We are not responsible for services provided by third parties. Polsport UK, as a travel agent, is not responsible for the proper performance of all the Travel Services connected with your sports activity. We do not own or manage the aircraft, ships, accommodation, restaurants, ski lifts and other facilities you might use in conjunction with the activities advertised on our social media.

12.2 Technical equipment. We are not liable for the breakdown or non-operation of technical equipment, (own or rented, hired).

12.3. If we fail to comply with any of the terms of this Notice our responsibility to you is limited to the value of the booked activity.

12.4 Our liability for losses you suffer as a result of us breaking these terms and conditions including deliberate breaches is strictly limited to the purchase price of the Product you purchased from us and any losses which are a foreseeable consequence of us breaking these terms and conditions. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

This does not include or limit in any way our liability:

- for death or personal injury caused by our negligence
- for fraud or fraudulent misrepresentation.

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

- (a) the acts and/or omissions of the person affected; or
- (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) Unavoidable and Extraordinary Circumstances (as defined previously in these T&Cs).

We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of and/or damage to any luggage or personal possessions and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is up to the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel:

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(4) It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaint's procedure set out in these conditions.

(5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:

- (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
- (b) relate to any business.

(7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website. For example, any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

13. How We May Use Your Personal Information

13.1 How we will use your personal information. We will only use your personal information to make relevant bookings. We are certified in accordance with GDPR ICO regulations id ZB620485.

14. Complaints

We make every effort to ensure your holiday arrangements and stay run smoothly, but if you encounter an issue during your vacation, please inform the relevant supplier (e.g., hotel owner) immediately to allow them a chance to rectify the situation. If your complaint is not resolved on the spot, please contact a representative of Polsport UK to assist in resolving the matter. Complaints received after your return will not be considered.

You can use the European Commission's Online Dispute Resolution platform at:

<http://ec.europa.eu/consumers/odr/>

15. Force Majeure

Polsport UK cannot be held responsible for any delay or non-performance of our obligations for Force Majeure. We are not responsible for any unforeseen circumstances that are beyond our control, such as war, civil unrest, terrorist action, riot, industrial action, natural disaster, weather conditions, pandemic or fire. If we are affected by Force Majeure, we shall use reasonable endeavours to mitigate the impact of any event of Force Majeure and to recommence performance of our obligations under these terms as soon as is reasonably practicable.

16. Assignment

We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organization/partner/supplier. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

17. Jurisdiction and Applicable Law

These Terms and Conditions and any agreement to which they apply are governed in all respects by the English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England only.

17.1. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of the terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.2. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of these terms and conditions, their subject matter or formation in the English courts.

18. Participant's Image

Please be aware that we will use your image (pictures and videos) on our social media platforms to promote Polsport UK Ltd and clubs Pol-Ski&Snowboard Club UK and Polska Grupa Rowerowa UK.

This includes pictures and videos of you and any other footage. Polsport UK Ltd is not to be held responsible for pictures taken by other Members of the trip (or other members of the public) and uploaded to their/our social media platforms or used in any other way.