

Active Adventures Terms and Conditions

Page 1 of 4 – Overview



This overview page is designed to give you information at a glance. The contract between us is written below in detail. Therefore, this overview section (page 1 of 4) is at best a rough guide.

Active Adventures Email and Phone Quotes

Any prices we give you for our products and services may change at any time BEFORE you provide us with your credit card details, debit card details, or before we receive payment from you.

Activity schedules

We will schedule your activities for your holiday, and you will be informed of your activity schedule within 24 hours of arriving at your destination. The schedule may change at any time, principally due to changes in weather conditions.

Cancelling your holiday

If you wish to cancel your holiday, your deposit is non-refundable, and you may be charged more than your deposit should you cancel your holiday within 49 days of your departure date.

Cancelling activities due to weather conditions

If pre-booked activities are cancelled at any time by Active Adventures, or any of our suppliers due to unfavourable or potentially dangerous weather conditions, you may be issued with a credit voucher for those activities.

Purchasing your holiday

The Active Adventures contract with you begins from the moment we accept payment from you.

Flight changes

If you receive any changes to your flight details directly from the flight company you will be flying with, you must inform us immediately by email or in writing of those flight changes to ensure we meet you at the airport on time.

Medical conditions

Certain activities, such as scuba diving, require you to be medically fit to take part. Should you have any medical condition that might affect your ability to take part in an activity you wish to book with us, you must inform us immediately. If you fail to disclose information about a medical condition you have (in particular (but not limited to), asthma, high blood pressure, recent surgery, epilepsy, seizures, diabetes, heart problems, recent or old injuries, hay fever or other allergies, black outs, fainting, severe motion sickness, sinus surgery, previous head injuries, hernia, ulcers, mental or behavioural health problems and chest problems), your participation in some activities may be refused and/or you may be asked to provide an acceptable medical certificate from a doctor. If so, we cannot be liable to you in any way (whether to provide you with compensation of any sort, or to meet the doctor's fees or otherwise).

Misbehaviour

Our staff, employees, suppliers and agents reserve the right to refuse your participation in an activity (with no compensation whatsoever and without any liability on our part), should they consider you to be a potential danger to yourself, other people or property. Such cases may include, but are not limited to, drunkenness, abusive and / or aggressive behaviour.

This page contains a rough guide in order to give you an overview. Should any of the content of this overview conflict with pages 2, 3 and 4, or be misinterpreted, then pages 2, 3 and 4 will rule.

We wish you a super holiday with us.





Active Adventures Terms and Conditions

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Introduction – Active Adventures Limited ("the Company") gives notice that these terms and conditions together with your invoice comprise the agreement between the Company and those names listed in our electronic booking system that are connected with your booking reference as shown on your receipt of payment (together, "the Terms and Conditions"), are the only terms and conditions of our contract with you. Please note that our obligations to you will differ in relation to the "sale" portion of your contact with us (as defined below), the "package" portion of your holiday (as defined below), and the flight. Our differing obligations are set out below, in four separate sections:

Section A contains the conditions which apply to the quotes we provide to you during the "sale" part of your holiday. The sale part is defined as the moment from which you contact us by any means, with an enquiry for further information about our products and services, up to the point you provide payment details (such as credit or debit card information, or cash, a bank transfer or a cheque is received by us).

Section B contains the conditions, which will apply to the "package" portion of your holiday.

Section C those which will apply to your flight.

Section D contains the conditions which will apply to both packages and flights. The "package" is the part of the holiday consisting of the arrangements you book through us for your accommodation, sports guide, daily instruction, general sporting activities, airport transfers along with any and all other transport, not including flights. No representative of the company has the right verbally to vary these terms and conditions or the information within this brochure, or to enter within verbal agreements with customers of the Company. Please note that by instructing a bank to make your payment, by making a payment or by providing us with your payment details these constitute acceptance of terms and conditions.

SECTION A – QUOTES

We reserve the right to change any quote provided by the Company, at any time.

Changes to the quoted price - Any prices quoted by the Company can change, without prior notice. Any prices quoted by any and all means, including email, post, in person or over the telephone for any products or services provided by the Company, can change at any time without prior notification.

Availability of quoted products or services - The Company cannot guarantee any holiday we have quoted you is available at the time you choose to book your holiday. Availability for our products and services does change daily. Availability for a quoted Active Adventures holiday, and its connected activities, accommodation, flights and any other products or services, whether received by the customer over the telephone, post, in person or via email, is subject to availability, which can change at any time. The services or products quote for by Active Adventures may not be available at the time of booking.

Confirmation of legal contract - By replying to an Active Adventures quote email, which is defined as any email sent by Active Adventures with the intention of providing information about our products and services to aid our marketing and sales process, the recipient of the quote email (and the person(s) replying to the quote email) fully accept, without prejudice or reservation, Section A of the Active Adventures Terms and Conditions.

SECTION B - PACKAGE BOOKINGS

Alterations of activities by the Company due to weather conditions etc – It is our professional responsibility to cancel activities, whether pre-booked as part of a package, or booked on location, if we deem the weather or other environmental factors to be potentially dangerous. In such a case, we will issue you with a credit voucher for each activity cancelled; entitling you to enjoy the activity you missed anytime in the future within one year from the date of the booking of the cancelled activity.

Alterations by the Company in General - We reserve the right to make changes to your holiday arrangements after you have confirmed the booking by providing your payment details. Providing your payment details is defined as providing the Company with your credit or

debit card information, or receipt by the Company of cash, a cheque or bank transfer from you. If we have to alter your booking before departure, any alteration will either be major or minor. Where an alteration is minor, we will, if practicable, advise you before departure, but we are not obliged to do so or to pay you compensation. A minor alteration is any alteration apart from a major alteration as defined below. When an alteration is a major alteration (and a major alteration is an alteration which involves a change to accommodation of a lower rating, or a significant change to more than half of all activities, in either case for the whole duration of your holiday and for reasons other than those outside of our control (for example, because of weather conditions or other environmental factors), we will advise you as soon as is reasonably possible. You will then have the choice of accepting the alteration, taking an alternative holiday (and where this is of a lower price, we will refund the difference), or withdrawing from the contract and accepting a full refund of all monies paid. In addition, in appropriate cases and in our absolute discretion only, we will pay you compensation of an amount, which is reasonable taking into account all the circumstances (and assuming that your full balance has been paid). In the unlikely event that we become unable to provide a significant proportion of the services you have booked after you depart, we will make alternative arrangements for you to continue your holiday at no extra charge, or, if this is impossible, or you do not accept these alternative arrangements for a good reason, we will provide you with transport back to your point of departure. In addition we will pay you compensation of an amount, which is in our view reasonable taking into account all the circumstances. Compensation will not be considered appropriate in cases where a major change has to be made as a result of force majeure (as defined above).

Cancellation by the Company - The Company reserves the right in any circumstances to cancel your holiday. If we have to cancel your holiday, you will have the choice of taking an alternative holiday if we are able to offer one (and where this is of a lower price, we will refund the difference, but where it is of a higher price, you must pay the difference), or withdrawing from the contract and accepting a full refund of all monies paid. In addition, in appropriate cases, and where such cancellation is not due to force majeure as defined below, we will pay you compensation, which is reasonable taking into account all the circumstances. Force majeure is the occurrence of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not avoid, examples of which are war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, fire or adverse weather conditions, level of water in rivers or other similar events beyond our control.

Transfer of Bookings - You may change your booking up to 30 days before departure by transferring it to another person if you are unavoidably prevented from travelling, but any costs associated with such a transfer (e.g. changing or cancelling or buying flights) are your responsibility, and the transferee must meet any conditions which may apply to the holiday. The right to transfer is subject to payment of an administration fee of £40 per person, together with all additional charges of whatever sort imposed by the suppliers providing the component parts of the package. It is subject also to payment of the appropriate holiday insurance premium, if applicable.

Surcharges - We reserve the right to vary the price of your holiday in relation to changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports or airports, or the exchange rates applied to the particular package. We will not vary the price of your holiday less than 30 days before your departure date, but if variations occur before that time, we will absorb or retain an amount up to the first 2% (excluding insurance premiums and any amendment charges) of your invoiced holiday cost. For variations greater than 2%, we will still absorb the first 2% in the case of increases, but will not retain it from refunds. Where a surcharge or refund is payable, there will be an administration fee of £10 per person together with an amount to cover agents' commission. If we impose a surcharge which means paying more than 10% of your holiday price, you will be entitled to cancel your holiday with a full refund of all monies paid to us except for any premium paid for insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days of the date of our surcharge invoice.

Our Liability - (i) Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them and to do so with reasonable skill and care. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected to be found in the UK. We will endeavour to ensure that the services and facilities included in your holiday will comply with any local regulations which apply (such as, for example, those of the Civil Aviation Authority), or, if there are no applicable local regulations in accordance with local standards and customs.

(ii) For claims which do not arise from death or personal injury caused by our negligence and subject to the following paragraphs, we will, if we accept liability pay you compensation of an amount which could be reasonably and properly expected, taking into account all the relevant circumstances. Any sums received by you from suppliers (for example, from an airline pursuant to the Denied Boarding Regulations 1992 (and in that case sums paid by the airline constitute the full amount of your entitlement to compensation for all matters flowing from the airline's actions)) will be deducted from any sum paid to you as compensation by us.





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SECTION B - PACKAGE BOOKINGS CONTINUED

Our Liability continued from page 1 (iii) If any international convention applies to or governs any of the services or facilities included in your holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of loss or damage (but not personal injury or death) suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday.

(iv) If your baggage is lost, damaged or destroyed in any circumstance not subject to an international convention the maximum amount of compensation we will pay you will be £500. This sum will be assessed with reference particularly to your loss and the extent to which this has required you to purchase replacements.

(v) It should be noted that if we accept liability, such acceptance is conditional upon you assigning any rights that you may have against any of our servants, agents or suppliers which are in any way responsible for the failure of the holiday arrangements forming part of your package or any death or personal injury you may suffer. It is a condition precedent of any such acceptance of liability that you follow the procedures for the notification of complaints set out in the clause below entitled "Clients' Dissatisfaction with the Holiday". If you choose to issue court proceedings in respect of a claim against us, you must do so within 2 years of your return from holiday or within 2 years of first discovering the matters giving rise to the claim, if this is later. If you do not, then our liability to you will be limited in all cases to a sum of £100.

(vi) You must also co-operate with us in any claim we choose to bring against any third party which we, in our discretion, deem to be so responsible.

SECTION C - FLIGHT BOOKINGS

Flight Arrangements – When requested we will provide an indicative quote for flights and we will book flights on your behalf using a payment method provided by you. In this instance the flight contract is directly between you and the flight operator and we will charge an administration fee for this service. Sports equipment can usually be carried subject to airline acceptance but please note that this will normally incur a surcharge of around £35.00 for a surfboard, snowboard, windsurf board, kite surf board or a set of skis. The Company is not liable if the exact price differs from our quoted estimate.

Transfer of Bookings - If, after your flight booking has been confirmed, you are unavoidably prevented from travelling and wish to transfer your confirmed booking to another person, we will use reasonable endeavours to accommodate you, but cannot guarantee that such transfer will be possible. Whether it is possible will depend upon the airline. Amendment charges may be imposed by the airline.

Surcharges - Price increases may occur in relation to flight costs at any time prior to full payment being received from you and you will be liable to pay any such increases in full. Further, some airlines' conditions may reserve their right to levy surcharges even after full payment is received.

Our Liability - If we act solely in the capacity of booking agent in relation to flights, we cannot, and do not, have any liability to you for any loss, damage, death or personal injury you may suffer arising from the flight arrangements, unless caused by our negligence. We strongly recommend all clients take out adequate travel insurance and wherever possible pay for your flights and holiday with a credit card providing protection and reimbursement of costs in the unlikely event that the company or any of its agents and partners is unable to deliver the contracted service.

SECTION D • ALL BOOKINGS

Booking and Payment - Reservations can be made over the telephone and confirmed only upon receipt of a deposit. A deposit is required at the time of booking of at least 50% of the holiday package price per person (the holiday package price does not include any cost to you connected with flights). All deposits are non-refundable except where we are unable to accept your booking. On receipt of your deposit, we will then send out a deposit receipt electronically in PDF format via email, and it is at this time that a valid contract comes into existence between us or, in the case of flight bookings, between you and the relevant ATOL Holder. On payment of the balance of the monies payable which is due no less than 1 calendar month before the departure date, or upon booking if this is less than 1 calendar month before departure, an electronic full payment receipt in PDF will be sent you via email. Receipt of any payment from you constitutes acceptance of our Terms and Conditions. You should check the contents of the deposit receipt and the full payment receipt when it is received and contact us if you have any queries. If the Company does not receive the balance within this time, we reserve the right to cancel the booking without further reference to you and any deposit paid shall be forfeited. Payment may be made by cheque, bank transfer, debit card, credit card or cash. Cheques should be made payable to Active Adventures Limited. If you have any special requests, these should be indicated either on a booking form or directly with our sales staff, you should check that any special requests appear on your invoice. We will notify the relevant supplier of your request, but this cannot be guaranteed, nor will we accept any liability if such requests are not met. It is your obligation to inform us of any disability, illness, or prior injury that may affect your fitness to participate in your selected activities. Different activities have different fitness and medical requirements. The Company reserves the right to share any of your medical or personal information with our agents, subcontractors and suppliers, in order to allow us and them to arrange your holiday and activities. If you wish to change any detail of your booking we will do our best to help, but any change will, of course, be subject to availability. Please note also that all alterations will be subject to an administrative charge of £20, and any amendment charges imposed by suppliers. Alterations to flights are dealt with under the airlines own conditions of booking. However, we should point out that it is not uncommon for alterations to flight tickets to result in a charge of 100% of the original ticket price. The exchange rate used for price calculations in this brochure was that published in www.x-rates.com on 09 Dec 2006, namely Euro 1.48043 equal to £1. No refund will be made if sterling strengthens.

Cancellation by the Client - You, or any member of your party, may cancel your holiday at any time providing that the cancellation is made by the party leader as indicated on the receipt and is communicated to us in writing by letter or email. As this incurs administrative costs, we will retain your deposit and in addition may apply cancellation charges up to the maximum shown as follows:

49 days or more - Deposit only, 29-49 days - 50% of total cost, 28 - 22 days - 70% of total cost and 21 or fewer - 100% of total cost.

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

Clients' Dissatisfaction with the holiday - In the unlikely event that the service, accommodation or tuition/guide experience are not up to the standard as outlined in this brochure a complaint should be made immediately, and during the course of the holiday, to the local manager or local Active Adventures agent. In addition, if it is not possible to resolve the matter, a complaint should be made to the Company. If, by the end of your holiday, it has not been possible to resolve the complaint to your satisfaction, you must notify the Company in writing within 28 days of your return. Failure to do this may reduce or extinguish any rights you may have to claim compensation from the Company or any of its suppliers. If you are ill whilst on holiday, you must, in addition to reporting your illness to our representative, consult a local doctor and also consult your GP on return to the UK. Should you then wish to make a claim against us as a result of that illness, you must provide us with details of both the local doctor whom you saw, and your GP, together with written authority for us to obtain a medical report from both those doctors.

Insurance - We consider it essential to be well insured before embarking on any kind of holiday. In arranging your own insurance you must ensure that the policy you arrange provides cover for the activities that you have elected to do.





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Client Protection - When you purchase flights directly for your holiday, or we book the flights on your behalf using your credit card details, you will be ATOL protected by the ATOL license recorded on your ATOL flight receipt, in which case you should have the full protection of the airline agent's ATOL Holder's license for your air travel. In the unlikely event of your ATOL Holder becoming insolvent, your flight costs are protected by ATOL, so your peace of mind is guaranteed. This means that your money will be refunded and that you would be repatriated in the event of the airline insolvency. We strongly recommend all clients take out adequate travel insurance and wherever possible pay for your flights and holiday with a credit card providing protection and reimbursement of costs in the unlikely event that the company or any of its agents and partners is unable to deliver the contracted service.

Brochure Description- We reserve the right to change any of the prices, services or other particulars contained in this brochure before we enter into a contract with you. If there is any change, we will advise you before we enter into such a contract.

Clients' Responsibility for Accommodation - Each person making a booking and each member of his or her party, shall indemnify the Company against all actions, loss, damages and costs whatsoever, in consequence of any claim by any person arising out of any act or default on the part of the client from the date of departure to the time of his return to this country of the said person. The Company reserve the right to deal with or settle any such claims as they in their absolute discretion think fit. The Company takes no responsibility for your personal belongings, money or travellers cheques, either inside or outside the apartments.

Misbehaviour - We reserve the right in our absolute discretion to terminate your holiday if your behaviour is likely, in our opinion or that of our employees or suppliers, to cause distress, damage, annoyance or danger to our employees or to any third party, or their property. If you are prevented from travelling on an aeroplane because in the opinion of any person in authority at the airport, you appear for whatever reason unfit to travel, we have no further responsibility for your journey or your holiday, including any return flight. We will impose full cancellation charges and will not give any refunds. Furthermore, we will be under no obligation whatsoever to pay you compensation or cover any costs you may incur as a result of having to make alternative arrangements. The Company, and any of our employees, agent's subcontractors and suppliers reserve the right to terminate your or any member of your party, participation in any activity you have, or have not pre-booked with the Company as part of your holiday package. In such a case, you have the right to a full explanation as to why your participation has been terminated. Should you wish to challenge this termination of participation you must submit this in writing or via email within fourteen days of the termination.

Passports - All UK Nationals travelling in Europe will require a full 10 year passport with at least 6 months validity for travel from the date of departure. No visas or medical certification or vaccination is required. All children, including new born babies, must be in possession of their own passport. Non British citizens should check with their embassy or consulate to obtain details of the relevant requirements. It is your responsibility to make the necessary applications and to comply with any regulations governing entry to your chosen country. If you do not obtain a visa, where this is required, or your passport or any other travel documentation is not in order and you are unable to travel as a result, you will be liable to pay the cancellation charges set out in clause 3. Furthermore, we will not accept any responsibility or refund any money in cases where you are unable to travel because of an invalid or mislaid visa or passport. The Foreign and Commonwealth Travel Advice Office issues travel advice, which is regularly updated, and which relates to political, economic and other circumstances prevailing in countries throughout the world. If you want any such advice, you should contact them. Their telephone number is 0870 6060290. Sources of information about health requirements include the Department of Health's free leaflet Health Advice for Travellers, which is available by telephoning 0800 555 7777.

Operation of the Holiday - All the activities the Company offers carry with them a degree of risk both to people and property, even if enjoyed under proper supervision by qualified instructors. They are also strenuous activities that require those taking part to have a reasonable standard of swimming and fitness. All course members must therefore make us aware of any medical conditions, illnesses or allergies they may have and any prescribed medication they are taking on the booking form at the time of booking. No one should participate in any of our sports activities if they are suffering from a heart condition or if they are pregnant. Any persons participating in our water based holidays or activities must be able to swim at least 50 metres. No participants in any of our activities may be under the influence of any alcohol, drugs or medication which may adversely affect their physical abilities. All activity participants must agree to abide by all instruction and all decisions that the Company and its instructors make in order to secure the safety and comfort of all participants. Course members may have the use of the Company's equipment during their stay, and are responsible for immediately reporting any damage caused to the equipment or which becomes apparent whilst the equipment is in their possession. Whilst it is hoped weather conditions will be favourable, this can never be guaranteed. Because of the acute dangers inherent in these activities, they can only be undertaken entirely at your own risk. The Company, or any of our agents, subcontractors or suppliers, reserve the right to ask you to undergo a medical

examination by a doctor, whether in the UK or at your holiday destination, to clarify your fitness to participate of your chosen activities, regardless of whether or not you can present an existing medical authorisation obtained from a previous medical examination by a doctor that states you are medically fit to participate in the activity. Any agents, subcontractors and suppliers of the Company are obliged to share any medical information about you, or any member of your party, with the Company, to inform us as to why you may be refused to participate in any activity you have booked with us. By accepting these Terms and Conditions you also accept and agree that any personal or medical information may be shared between the Company and any of our agents, subcontractors and suppliers.

Activity Conditions - Active Adventures, Airlines, railways, coach and shipping companies, accommodation, suppliers, activity suppliers and other suppliers, agents or subcontractors have their own booking conditions or conditions of carriage, and you will be bound by these as far as the relevant transport provider or supplier is concerned.

Suppliers' Conditions - Airlines, railways, coach and shipping companies, activity suppliers and other suppliers have their own booking conditions or conditions of carriage, and you will be bound by these as far as the relevant transport provider or supplier is concerned. Some of these conditions may limit or exclude liability on the part of the relevant transport provider or other supplier, and they are often also subject to various international conventions. Where relevant, copies of such conditions may be available for inspection at the offices of the relevant supplier. The Company, and any of our employees, agent's subcontractors and suppliers reserve the right to terminate your or any member of your party, participation in any activity you have, or have not pre-booked with the Company as part of your holiday package. In such a case, you have the right to a full explanation as to why your participation has been terminated. Should you wish to challenge this termination of participation you must submit this in writing or via email within fourteen days of the termination.

Activities and Excursions - Our local representatives, subcontractors, employees, suppliers or agents may, at your request, make arrangements for activities or excursions locally on your behalf. Please note that if they do, the contract for the provision of the activity or excursion will be between you and the supplier of the excursion and not between you and us. Therefore, when you purchase an activity or excursion locally, whether or not through our representative, your contract is with the local company and we have no liability whatsoever for anything which may go wrong on the activity or excursion.

Should you wish to make changes or alterations to your activity schedule whilst on holiday, we will do our best to implement these changes. Upon implementation, there may be administrative charges that apply to you or a member of your party, and you will be made aware of these at the time of implementation. Upon your receipt of our written confirmation of the activity change(s) from us locally, or your participation in the changed or altered activity or activities, you agree to pay the administration charges, and authorise us to use the current payment details we have for you to process the payment. An invoice will be sent to you outlining the charges via email on your return. You will then have seven days from the date the email is sent by the Company to contact the Company should you not wish that the current payment details we hold not be used to take the monies owed, and to provide us with alternative payment details.

Delays - We have no control over the time flights and other transport departs and therefore cannot guarantee that flights or any other transport will depart at the time specified. In the event of any delay, we are under no liability to you whatsoever to provide appropriate meals etc. Although we will use our reasonable endeavours to arrange for the air carrier or other transport provider to do so, we will not make any such provision.

Data Protection - We will provide your personal information, as well as any personal information you provide in relation to the persons whose travel arrangements have been requested by you, to suppliers and carriers that might be located outside the UK and/or EU, to enable the operation of the services requested by you. If you make special requests, which include, but are not limited to, special dietary, religious, or disability related requirements which constitute sensitive information, the relevant data will also be passed to the relevant suppliers and carriers to enable provision of the services requested by you, which includes medical information for activity participation.

Law and Jurisdiction - Your contract with us and any matters arising from it shall be subject to English law and to the jurisdiction of the Courts of England and Wales. If you are resident in Scotland or Northern Ireland, the Courts of Scotland or Northern Ireland can deal with any disputes.

Thank you.

We wish you a fantastic experience with Active Adventures.

