

UNCOVER THE WORLD TRAVEL - BOOKING TERMS AND CONDITIONS

It is very important that you, the Client, read and understand the following booking conditions before you decide to book with Uncover the World Travel Ltd. It is also important that you read the relevant itinerary and understand what is involved in the type of Tour you are intending to book. Uncover the World Travel Ltd. only accepts bookings subject to the following booking conditions. By making a booking you agree that you have fully read and understand these terms and conditions.

These booking conditions, the relevant web pages, each itinerary that the Client has booked, the booking form, our privacy policy, and, where your holiday is booked via our website, our website terms of use, all of which are hereby incorporated into and form the basis of your contract with us.

Please see our temporary extra flexible booking conditions at the end of this document which will take precedent over some of the clauses in our standard conditions below.

BOOKING

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

- He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- He/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- He/she is over 18 years of age and resident and where 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.
- He/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

Your Booking is made with Uncover the World Travel Ltd., also trading as 'Encounters Travel', and 'Egypt Uncovered', and 'Oasis Overland', 'herein referred to as "the Company" or "We". Our registered office is Plumpton Cottage, Mitchell Lane, Bradford, BD10 0TA, United Kingdom, Registered No. 7560987, VAT No. GB244418513.

Bookings made in Australia and New Zealand are processed through our Australian agent Uncover the World Pty Ltd., ABN 79 123 060 579.

PAYMENT AND DEPOSIT

A Contract enters into force only after the Company receives a non-refundable booking fee, and a signed and completed booking form, which may be submitted by post or through an online form and the Company issues the Client or their agent with confirmation of acceptance in writing with a confirmation invoice. The booking fee will normally be GBP150 / USD250 / CAD400 / EUR250 / AUD300 / NZD300 / ZAR 3000 / INR 15,000 per person for all group tours or 25% of the cost of the tour for all private and tailor-made tours or 50% of the cost of the tour for discounted/voucher bookings made through agents of the Company, in addition to the full price of any internal or international flights and travel insurance booked as part of the package. The price of any flights or travel insurance booked as part of the package will be added to the booking fee, which is paid at the time of booking, is accepted as part of the total holiday cost and will not be refunded, unless the applicant cannot be offered a place or the Company exercises its discretion to refuse a booking. Some tours may require a higher booking fee, which will be advised to the Client at the time of booking. If a tour booking is made within 60 days of departure the booking fees will be the entire tour price. Signed and completed booking forms must be received by the Company within 10 days of receipt of booking fee by the Company or the booking will not be accepted by the Company. The balance of the total cost, where relevant, must be paid no later than 60 days before departure for tours. If the balance has not been received at this time before departure, the Company reserves the right to treat the contract as cancelled by the Client and our cancellation charges will be applicable; please see below.

See our Flexible Booking Conditions for temporary adjustments to this section

FINANCIAL PROTECTION

The Package Travel and Linked Travel Arrangements, Package Holidays and Package Tours Regulations 2018 require us to provide security for the monies that you pay for the package holidays booked with the Company and for the repatriation of British and EU citizens in the event of our insolvency.

We are therefore pleased to confirm that, at no extra cost to you, all passengers booking with the Company are fully protected for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation invoice. This protection is provided via the '**Protected Processing**' and '**Protection Only**' schemes operated by Trust My Travel Ltd. Funds paid by consumers are protected via an Insurance policy held by Trust My Travel. Each traveller and the description of services sold is declared against Trust My Travel's insurance policy directly against our financial failure. In the event of our insolvency, you will be refunded for any unfulfilled products and/or repatriation to the UK (where applicable). Your email receipt is confirmation to you that your transaction has been declared against Trust My Travel's insurance policy.

All bookings processed through this website are financially protected by Trust My Travel. Please use the following links for more information on [Trust Protects financial protection](#) and [Trust My Travel's terms and conditions](#) which form part of this contract.

Bookings for packages including flights:

We do not sell packages including flights departing from the United Kingdom. Flight based packages may be made available from other international destinations. Financial protection for any flight inclusive packages will cover the land portion of the booking only and not the airline ticket or airline failure.

In order to deal promptly with any claim hereunder it is essential that you retain all confirmation invoices, receipts, and other documents relating to your travel arrangements. Claims must be submitted within six months of date of insolvency through [Trust Protects](#)

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: [The Package Travel and Linked Travel Arrangements Regulations](#)

SURCHARGE

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays.

We also reserve the right to increase the price of confirmed holidays solely to allow for increases which are direct consequence of changes in:

- the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, entrance fees to sites visited, landing taxes or embarkation or disembarkation fees at ports and airports; and
- the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. If this means that you have to pay an increase of more than 8% of the price of your confirmed travel arrangements (excluding any amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any amendment charges and/or additional services or travel arrangements and/or credit card fees. We will consider an appropriate refund of insurance premiums paid if you can show that you have not made or initiated any claims or are unable to transfer or reuse your policy.

Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period. Should the price of your holiday go down due to the changes mentioned above then any refund due will be paid to you less any fee to cover any administrative expenses incurred. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

From time to time we may offer temporary discounts on our holidays. These discounts only apply to new bookings made during the promotional period through sources advertising those discounts and cannot be applied to existing bookings or bookings made during the promotional period through other sources.

INSURANCE

Travel insurance is vital. It is your responsibility to ensure that you take out a comprehensive travel insurance policy to cover you during your travel. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. We will require full details of your insurance before you travel. You will not be able to travel without valid travel insurance. We will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

ACCURACY

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate; however occasionally changes and 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 relating to the arrangements that you wish to book before your booking is confirmed.

PASSPORTS, VISAS AND HEALTH REQUIREMENTS

It is your responsibility to check and fulfil the passport, visa, health and other immigration requirements applicable to your itinerary. We can only provide general information about the passport and visa requirements for your trip. Your specific passport and visa requirements and other immigration requirements for you and your party are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We can provide general information about any health formalities required for your trip but you should check with your own doctor for your own specific circumstances. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to indemnify us in relation to any costs which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities. Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check the [US Embassy](#). For further information contact the Passport Office on 0870 5210410 or visit the [UK Passport Office](#). It is your responsibility to check visa requirements for your

destination. Up to date travel advice can be obtained from the [Foreign and Commonwealth Office](#). The Foreign and Commonwealth Office (FCO) provide up to date information on safety issues worldwide via its [Know Before You Go](#) website. Non British Citizens, including other EU nationals, should contact the Embassy, High Commission or Consulate of your destination, for up to date advice on passport requirements

ITINERARY AMENDMENTS MADE BY YOU

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. We will do our best to assist you in altering your arrangements after booking, but cannot guarantee that this will be possible. Where we can meet a request, all changes except for the addition of options offered as standard on the tour will be subject to payment of an administration fee of GBP50 / USD75 / CAD100 / AUD100 / NZD100 / EUR75 / ZAR1000 / INR5000 per person per change as well as any costs and charges incurred by us and/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 these booking conditions.

TRANSFER OF BOOKING TO ANOTHER PERSON

The Client may transfer their booking or any Credit on File to another person who satisfies all the relevant conditions to the tour, provided that we are notified not less than 7 days before departure, and the transferee agrees to these booking conditions and all other terms of the contract between us. The Client and new booker are jointly and severally responsible for any outstanding payments and a transfer administration fee of GBP50 / USD75 / CAD100 / AUD100 / NZD100 / EUR75 / ZAR1000 / INR5000 or GBP100 / USD150 / CAD200 / AUD200 / NZD200 / EUR150 / ZAR2000 / INR10,000 if the transfer is made less than 60 days before departure.

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed (for example flight tickets, Gorilla Permits) and any alteration could incur a cancellation and rebooking charge of up to 100% of that part of the arrangements.

See our Flexible Booking Conditions for temporary adjustments to this section

CANCELLATION OR CHANGE OF DATE BY YOU BEFORE DEPARTURE

You, or any member of your party, may cancel your travel arrangements or change your date of departure at any time. The cancellation or date change will take effect from the date that written notification from the person who made the booking is received at our offices/ via email. We recommend that you use recorded delivery/read receipt. Any cancellation or date change will incur a charge to reflect the reasonable costs incurred by us in arranging and cancelling your booking or changing your date. Should one or more members 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. Charges for cancellation or changing date after the balance due date will vary due to the complex nature of our travel itineraries. Please note, the costs of many international flights are non refundable. This will be advised to you at the time of booking. The full costs of cancellation or changing date will be communicated to you at the point of cancellation or changing date. We have prepared the following cancellation and date change charges below as a guide only, and these are subject to variation.

(The cancellation / date change charge detailed will be calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling):-

| <u>Time before departure:</u> | <u>Charge:</u> |
|-------------------------------|-----------------------------------|
| More than 60 days | Loss of deposit |
| 42 to 59 days | 35%, or loss of deposit if higher |
| 28 to 41 days | 70% |
| 15 to 27 days | 90% |
| 0 to 14 days | No refund |

Please note, flight cancellation charges and any other unrecoverable costs (eg. Gorilla permits) will be applicable in addition to the cancellation fees outlined above.

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

See our Flexible Booking Conditions for temporary adjustments to this section

CANCELLATION BY YOU DUE TO UNAVOIDABLE & EXTRAORDINARY CIRCUMSTANCES:

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday 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 UK Foreign, Commonwealth and Development Office advises against travel to your destination or its immediate vicinity after your booking has been confirmed. If this level of advice is already in place at the time you confirm your booking, you are deemed to have accepted the risks of travelling with that advice level in place and no refund or additional compensation will be payable. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

This clause 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).

FLIGHTS

Flight cancellation fees are set by our flight agents and the airline concerned and the Company will follow these rules. Any refunds for cancelled flights will only be paid once received from the airline/flight agent. We strongly recommend that you to take out insurance against irrecoverable cancellation costs.

CHANGES AND CANCELLATION BY US

As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to change or cancel any tour without prior notice. We strongly recommend that you to take out insurance against irrecoverable cancellation costs.

Changes: If we make a minor change to your holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure 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 departure:

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

Cancellation: We will not cancel your travel arrangements less than 56 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance, or because the minimum number required for the package to go ahead hasn't been reached. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached. The minimum number required will be provided to you with the holiday description, along with the time limit for us to tell you if the package has to be cancelled.

If we cancel or make a significant change, we will notify you as soon as practically possible and offer you the choice of (i) (for significant changes) accepting alternative arrangements; (ii) if available and where we offer one, accepting an offer of an alternative holiday (we will refund any price difference if the alternative is of a lower value) (iii) cancelling your holiday with full refund. 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:

- If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
 - 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.

No. of calendar days notice - Compensation per Passenger prior to date of departure

| | |
|--------------|---|
| Over 70 days | - Nil |
| 69-43 days | - GBP10 / USD15 / CAD20 / AUD20 / NZD20 / EUR15 / ZAR170 / INR1000 |
| 42-28 days | - GBP20 / USD30 / CAD40 / AUD40 / NZD40 / EUR30 / ZAR340 / INR2000 |
| 27-14 days | - GBP40 / USD50 / CAD80 / AUD80 / NZD80 / EUR60 / ZAR680 / INR4000 |
| 0-14 days | - GBP50 / USD75 / CAD100 / AUD100 / NZD100 / EUR75 / ZAR850 / INR5000 |

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

- where we make a minor change;
- where we make a significant change or cancel your arrangements more than 60 days before departure;
- where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- where we have to cancel your arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;

(f) where we are forced to cancel or change your arrangements due to Force Majeure.

If any additional expenses are incurred through delays, accidents or disruption of planned itineraries because of situations or events beyond the Company's control or considered advisable by the Company, such expenses are to be borne by the Client. The Client accepts that situations or events beyond the control of the Company may prevent the Company from supplying services and/or itineraries as described.

See our Flexible Booking Conditions for temporary adjustments to this section

CHANGES DURING THE HOLIDAY

If we are unable to provide a significant proportion of your holiday whilst you are away, suitable alternative arrangements will be made for you at no extra cost or, alternatively, you will be returned to your point of departure and given a pro-rata refund for any part of the holiday not received. This does not apply to minor changes in your accommodation, itinerary or transportation, or if you need to quarantine or self isolate following exposure to Covid-19 or for other reasons. If any additional expenses are incurred through delays, accidents or disruption of planned itineraries because of situations or events beyond the Company's control or considered advisable by the Company, such expenses are to be borne by the Client. The Client accepts that situations or events beyond the control of the Company may prevent the Company from supplying services and/or itineraries as described.

GROUP SIZE

The Company runs small group departures generally ranging from 2-20 travellers though group sizes do vary between tours. Shoestring type tours generally have a larger maximum group size. Group sizes indicated on our website, brochure and other marketing literature are for guide purposes only. The company retains the right to change the maximum group size for any of its tours at any time without prior notice.

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

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation

LEAVING THE TOUR

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 holiday or return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. The Company will have no responsibility for repatriation or any other expenses, which may arise out of such an event. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them. If a Client becomes ill, all hospital expenses, doctors' fees and repatriation costs are the Client's responsibility and the Company shall not be liable for any refund of the Tour cost.

TRAVEL DELAYS

We have based our holidays on the services of major international airlines and whilst these airlines are rarely subject to lengthy delays, there are occasions regrettably when delays do occur. Whilst we will do all we can to provide you with prompt assistance in such circumstances, where the flight concerned was not booked via us and does not form part of the package then unfortunately we cannot accept responsibility for such events and we cannot cover the costs of meals, overnight accommodation or any other cost resulting from a delay. If you face a delay or are denied boarding we advise you to first contact your airline, who may be able to assist. See the next section of these booking conditions.

DELAYS, MISSED TRANSPORT ARRANGEMENTS AND OTHER TRAVEL INFORMATION

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the [Civil Aviation Authority](#). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons of Force Majeure (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in on time).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

Please note the existence of a "Community list" (available for inspection at [European Commission Website](#)) detailing air carriers that are subject to an operating ban with the EU Community.

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

PROMPT ASSISTANCE

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

OUR LIABILITY

Tours operated or supplied by the Company have been designed to provide participants with an exposure to the true nature of the environment visited and therefore involve an element of potential risk and exposure to potential hazards over and above those associated with normal 'package' holidays. All bookings are accepted on the understanding that the Client appreciates such risk and hazards and that they undertake all tours, treks and other activities at their own volition.

(1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(2) 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) Force Majeure.

(3) 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 three times 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 EC 261/2004 (denied boarding and flight disruption), 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 complaints 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;

(b) relate to any business;

(c) indirect or consequential loss of any kind.

(7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. 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.

(8) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, 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 back to your departure point.

PERSONAL BELONGINGS

The Company shall not be liable for any loss of or damage to baggage, personal possessions, passports and other documents or any consequential loss resulting there from, and its staff or agents are not authorised to accept responsibility for their safekeeping. We strongly recommend that you to take out insurance against loss of or damage to personal belongings.

OPTIONAL EXCURSIONS

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your contracted arrangements with us. This applies even if the optional excursions is listed on our website or in our brochure. For any excursion or other tour that you book while you are on holiday, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

DOMESTIC & INTERNATIONAL FLIGHTS REQUIRED AS PART OF A TOUR

In some circumstances domestic or international flights may be required as part of the tour itinerary. These flights are not included in your package booked with the Company. You may book these flights yourself or include them as part of your main international flight ticket. Should you choose to purchase these flights from the Company, this would be as a separate booking and the flights would not be financially protected under the ATOL Scheme.

YOUR RESPONSIBILITY AND BEHAVIOUR

You agree to comply strictly with the laws and customs of all countries visited, whether in respect of health, immigration, exchange control, drugs or any other matter. You agree to accept the authority of and to comply with all reasonable instructions of the tour leaders, employees and agents. You agree to behave in a considerate and respectful manner to other participants in your tour, to our staff, and to local people. Your behaviour must not prejudice the satisfactory progress of the tour or any participant's safety or wellbeing. You accept that any liability and responsibility that we bear to you immediately ceases if you arrange any extra tours or activities independently during the tour that do not form part of the tour itinerary. We reserve the right to exclude you from the whole or any part of the tour if we consider that you are likely to prejudice the safety, good order or discipline of the tour, including as a result of you failing to comply with the tour leader's instructions, breaking any law or regulation of the country you are travelling in, or failing to adhere to the code of conduct described above, provided that we exercise our discretion reasonably in this regard. In such event you will reimburse to us any reasonable costs, expenses or losses which we incur or suffer as a result of our decision to exclude you. No refunds will be given in the event of you being excluded from a tour, and you agree that we are not responsible for, and you will indemnify us against any costs you may incur including costs of repatriation eg. transport and flights and accommodation.

It is your responsibility to be in possession of a valid passport, visas, permits, necessary certificates, logbooks and medical certificates, as required for the tour. The Company accepts no responsibility for change in visas or requirements for visas. The Company is not held responsible for the failure of a Client to obtain or produce the necessary visas, certificates, logbooks or medical certificates. 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.

CONDITIONS OF SUPPLIERS

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

HEALTH AND FITNESS

All Clients must satisfy the Company and themselves, prior to confirmation of booking, that they are fit and able to undertake and complete their chosen tour as outlined in the relevant itinerary details published on the website or in correspondence. No unaccompanied minors (under 18 years of age) are accepted on any of the Company's tours. Any Client with an illness or disability, or undergoing treatment for such a condition must declare the exact nature of the condition at the time of booking and make provision for any treatment or medication required during the Tour. For tours which involved a high level of physical exertion we may require participants to complete a medical questionnaire. Any failure to make this disclosure will constitute a breach of these booking conditions and may result in the termination of the Contact, in which case all monies paid to the Company will be forfeit. On tours that include any activities or travel in or on water including diving, cruises, sailing, rafting or any other transfer by boat, the Client must declare at the time of booking if they are unable to swim. Clients unable to swim will not be excluded from a tour, with the exception of a rafting, snorkelling or diving tour, but rather the Company will take additional precautions, where necessary, to ensure the safety of the Client. In the case of diving, snorkelling and rafting, any Client unable to swim will be excluded from the tour. Before commencing any diving tour the Client must declare that they have met the requirements of a standard PADI diving medical questionnaire. Any failure to make these disclosures will constitute a breach of these booking conditions and result in the termination of the Contact, and all monies paid to the Company will be forfeit. Some activities may be unsuitable for young children and some tours may have a minimum age limit.

SPECIAL REQUESTS

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

DISABILITIES AND MEDICAL PROBLEMS

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. 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.

ADVANCE PASSENGER INFORMATION

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

GOVERNMENT TRAVEL ADVICE

You are responsible for making yourself aware of the [United Kingdom Government's travel advice](https://www.gov.uk/foreign-travel-advice) in regard to the countries and areas in which you will be travelling (https://www.gov.uk/foreign-travel-advice). This advice covers health, safety, security, terrorism and entry requirements. This information is subject to change at short notice and we recommend you check the government website regularly. You should only make your decision to travel after considering any risks identified. If you choose to book travel to a destination, or agree in writing to continue to a destination which is identified as higher risk or to which the UK government advises against all but essential travel, you do so accepting this risk. You may be required to declare your acceptance of this risk in writing. Your cancellation rights will be affected after agreeing to travel to a destination in these circumstances. Advice from the UK Government Foreign and Development Office to avoid or leave a particular country may constitute Force Majeure.

DATA PROTECTION

For the purposes of the Data Protection Act 2018 we are a data controller. In order to process your booking and to ensure that your travel arrangements can be properly performed we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party's members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. We must pass on your personal details to the companies and organizations who need to know them so that your holiday can be provided (for example your airline, hotels, transport companies, credit/debit company or bank). The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or otherwise as required by law. Where you provide us with personal details such as those mentioned above, you consent to this information being used as described above in accordance with our privacy policy. We have appropriate security measures in place to protect the personal details you give us. We may have to pass your details to organisations outside the European Economic Area, (EEA), controls on data protection in these places may not be as strong as the legal requirements in this country. You are entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We may take photographs during the trip which we wish to use for our own purposes and which may include your image. We will notify you prior to us taking any such photographs and will give you the opportunity to opt out from featuring in them. Where you consent to being included in a photograph, you give us permission to store the photograph, copy the photograph and publish copies of the photograph on our website and social media pages and direct marketing, including emails and flyers, worldwide for advertising purposes. We will always process the use of your personal data, including any such photographs, in accordance with our privacy policy. Where you do consent to us using your image, you have the right to subsequently withdraw the consent at any time by telephoning the Company on +44 (0)800 088 6002 or writing to us at info@utwtravel.com or Leigh House, Varley Street, Pudsey, West Yorkshire, LS28 6AN, United Kingdom. This will not affect the lawfulness of any processing carried out by the Company before you withdraw your consent.

ACCEPTANCE OF RISK

Clients are only accepted on the understanding that they accept, appreciate and understand the possible risks of adventure travel, and that they agree to take these risks of their own free-will. Clients acknowledge that they may be travelling during the Covid-19 pandemic and that they accept, appreciate and understand the risks of travelling during the pandemic of their own free-will. The Company will undertake reasonable steps to ensure Clients' health and safety and may require them to follow additional safety protocols during their Tour. Failure to follow these protocols will result in the cancellation of all unused services with no recourse to compensation. The Company will provide assistance should a Client develop symptoms of Covid-19, including helping with access to testing. However, all expenses for testing, treatment or self-isolation whether as a result of personal symptoms or as a close contact, as well as onward transport following release from isolation will be covered by the Client.

It is a condition of booking that Clients agree not to travel with Covid-19 symptoms or if they have tested positive for Covid-19 within 4 weeks of their date of departure, and to inform the Company if they should develop Covid-19 symptoms or test positive for Covid-19 within 14 days of the end of their tour. Clients may be required to provide a written declaration to this effect and no refund will be available should this not be provided upon request.

Clients acknowledge that their decision to travel is made in light of consideration of this information and they accept that they are aware of the personal risks attendant upon such travel. To the fullest extent permitted by law, we accept no liability in relation to these additional risks.

The Client will comply strictly with the laws and customs of all countries visited, whether in respect of health, immigration, exchange control, drugs or any other matter.

The Client agrees to comply with all reasonable instructions of the Tour leaders, employees and agents.

COMPLAINTS

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact us by telephone. Contact numbers for our local suppliers will be provided before departure and they should be contacted first as they will be best placed to resolve the problem quickly. You may also contact us in the UK on +44 (0)800 088 6002 (office hours) or +44 (0) 203 6333041 (24 hours). Failure to do so will affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Alternatively you can access the [European Commission Online Dispute Resolution \(ODR\) platform](#). This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

JURISDICTION

These Booking Conditions and any agreement to which they apply are governed in all respects by 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 and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

FLEXIBLE BOOKING CONDITIONS

In order to provide our customers with more flexibility during the Coronavirus Pandemic and to enable you to book with confidence, the flexible booking conditions detailed below may apply to your booking. These conditions will supersede the corresponding sections of our Standard booking conditions given above.

STANDARD Conditions up to 5.0 (Bookings made up to 30 Sep 2021 for travel dates or situations not covered by flexible conditions)

| Balance Due Date | Rebooking / date change requirements | Transfer booking or credit to another person | If WE cancel your booking due to Covid-19 | Cancellations / Date Change fees based on the number of days before departure** | | | | |
|------------------|--|--|---|---|---------------------------------------|--|--|--------------|
| | | | | Before balance due date | 43 to balance due date | 28 to 42 days | 15 to 27 days | 0 to 14 days |
| 56 days | Select new date at point of cancellation | Fees apply | Option for refund or date change | Loss of Deposit | Loss of deposit 70% refund of balance | Loss of deposit. 50% refund of balance | Loss of deposit. 25% refund of balance | No refund |

STANDARD Conditions 6.2 (Bookings made from 1 Oct 2021 for travel dates or situations not covered by flexible conditions)

| Balance Due Date | Rebooking / date change requirements | Transfer booking or credit to another person | If WE cancel your booking due to Covid-19 | Cancellations / Date Change fees based on the number of days before departure** | | | | |
|------------------|--|--|---|---|----------------------------------|---------------|---------------|--------------|
| | | | | Before balance due date | 43 to balance due date | 28 to 42 days | 15 to 27 days | 0 to 14 days |
| 60 days | Select new date at point of cancellation | Fees apply | Option for refund or date change | Loss of Deposit | 35% or loss of deposit if higher | 70% | 90% | No refund |

FLEXIBLE 2020 - Booked up to 31 Dec 2020, original travel date from 1 Apr 2020 to 31 Dec 2020

| Balance Due Date | Rebooking / date change requirements | Transfer booking or credit to another person | If WE cancel your booking due to Covid-19 | Cancellations / Date Change fees based on the number of days before departure** | | | | |
|------------------|---|--|--|---|------------------------------------|------------------------------------|---------------------------|--|
| | | | | Before balance due date | 43 to balance due date | 28 to 42 days | 15 to 27 days | 0 to 14 days |
| 28 days | 'Credit on File option' Rebook by 31 Dec 2021 Travel by 31 Dec 2022 | No fees | Option for refund or date change Or take a <u>110% credit</u> towards a future booking | All payments transferrable to a new date and/or tour | Your full payment is transferrable | Your full payment is transferrable | 50% fee 50% transferrable | Transferrable deposit. Balance retained (positive Covid test only) |

FLEXIBLE 2021 - Booked up to 30 Sep 2021, original travel date from 1 Jan 2021 to 31 Dec 2021

| Balance Due Date | Rebooking / date change requirements | Transfer booking or credit to another person | If WE cancel your booking due to Covid-19 | Cancellations / Date Change fees based on the number of days before departure** | | | | |
|------------------|--------------------------------------|--|---|---|------------------------|---------------|---------------|--------------|
| | | | | Before balance due date | 43 to balance due date | 28 to 42 days | 15 to 27 days | 0 to 14 days |

| | | | | | | | | |
|---------|--|---------|---|--|------------------------------------|------------------------------------|------------------------------|--|
| 28 days | 'Credit on File option' Rebook within 1 year Travel within 2 years | No fees | Option for refund or date change Or take a <u>110% credit</u> towards a future booking | All payments transferrable to a new date and/or tour | Your full payment is transferrable | Your full payment is transferrable | 50% fee 50% transferrable | Transferrable deposit. Balance retained (positive Covid test only) |
|---------|--|---------|---|--|------------------------------------|------------------------------------|------------------------------|--|

FLEXIBLE 2022* - Booked up to 30 Jun 2022, original travel date from 1 Jan 2022 to 31 Dec 2022 (does not apply to Overland tours)

| Balance Due Date | Rebooking / date change requirements | Transfer booking or credit to another person | If WE cancel your booking due to Covid-19 | Cancellations / Date Change fees based on the number of days before departure** | | | | |
|------------------|--|--|---|---|---|---|----------------------------|--------------|
| | | | | Before balance due date | 43 to balance due date | 28 to 42 days | 15 to 27 days | 0 to 14 days |
| 60 days | 'Credit on File option' Rebook within 1 year Travel within 2 years | No fees | Option for refund or date change Or take a <u>110% credit</u> towards a future booking | Deposit transferrable to a new date and/or tour | 20% fee or deposit if higher 80% or balance transferrable | 40% fee or deposit if higher 60% or balance transferrable | 60% fee. 40% transferrable | No refund |

*These Flexible 2022 conditions only apply in the following circumstances:

- Your travel is prevented by a positive case of Covid-19 for you, anyone in your travel party, or your immediate family. You will need to send us officially recognised proof of the positive test. Or,
- Your home government advises against travel to your destination for Covid-19 reasons. We will normally still be able to run your trip with our Safer Encounters protocols in place, but you may prefer to follow your home government's advice.

FLEXIBLE OVERLAND 2022* - Booked an OVERLAND TOUR up to 30 Jun 2022, original travel date from 1 Oct 2021 to 31 Dec 2022

| Balance Due Date | Rebooking / date change requirements | Transfer booking or credit to another person | If WE cancel your booking due to Covid-19 | Cancellations / Date Change fees based on the number of days before departure** | | | | |
|------------------|--|--|---|---|---|---|----------------------------|--------------|
| | | | | Before balance due date | 43 to balance due date | 28 to 42 days | 15 to 27 days | 0 to 14 days |
| 60 days | 'Credit on File option' Rebook within 1 year Travel within 2 years | No fees | Option for refund or date change Or take a <u>110% credit</u> towards a future booking | Deposit transferrable to a new date and/or tour | 40% fee or deposit if higher 60% or balance transferrable | 60% fee or deposit if higher 40% or balance transferrable | 80% fee. 20% transferrable | No refund |

*These Flexible Overland 2022 conditions only apply in the following circumstances:

- Your travel is prevented by a positive case of Covid-19 for you, anyone in your travel party, or your immediate family. You will need to send us officially recognised proof of the positive test. Or,
- Your home government advises against travel to your destination for Covid-19 reasons. We will normally still be able to run your trip with our Safer Encounters protocols in place, but you may prefer to follow your home government's advice.

****Claiming back unrecoverable costs for cancellations or date changes**

Travel insurance policies are available which will cover most reasons for cancellation, including those due to Covid-19. Please check our website for more information.

The following clauses and conditions apply to ALL bookings made under our Flexible Booking Conditions

Transferring bookings to other people

- While fees for transferring your booking or credit to another person may be waived, certain arrangements may not be amended or transferred after they have been confirmed (for example flight tickets, Gorilla Permits) and any alteration could incur a cancellation and rebooking charge of up to 100% of that part of the arrangements.

110% Credit option

- The 110% Credit applies to the amount you have paid us so far towards the Land portion of your booking. It does not apply to Flights or other non-recoverable costs (eg. Gorilla permits). The additional 10% credit can only be applied to new bookings on full priced tours and cannot be used if your new booking has been discounted.

Conditions applying to all cancellations and date changes:

- Credits on File only apply to land tour payments and not to flights or other non-refundable costs.
- Any non-refundable costs will be deducted from your total payment before credits and refunds are calculated. Non-refundable costs apply to items such as domestic and international flights, other tickets, permits such as Gorilla permits, and some accommodation if travelling during peak periods or if pre-paid to secure promotional rates. Any non-refundable costs will be advised to you at the point of cancellation and rebooking.
- Vouchers issued by airlines may have different rebooking conditions to those for our land tours. Please check your voucher rules carefully.
- Once a Credit on File has been accepted, cancellation fees totalling your deposit amount plus any other non-refundable costs apply should you not rebook a new date within the period shown.
- Once a new date has been selected following your cancellation and acceptance of a Credit on File, our standard booking conditions and terms will apply to your new date.
- Travel insurance policies may be transferred to a new date if you select the new date at the point of cancellation and have not claimed on the policy.
- New bookings using a credit from a previous cancellation will be based on our published price of your new tour at the time the new date is selected. An additional payment will be required if your new date or tour is more expensive, or a refund will be provided if it is cheaper. If you received a discount on your original booking, the same discount cannot be guaranteed for your future booking.
- Credits are not redeemable for cash.