UNCOVER THE WORLD TRAVEL 

BOOKING TERMS AND CONDITIONS

It is very important that you 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 interested in. For Uncovers the World Travel only accept the booking 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 and the booking form, all of which are hereby incorporated into and shall constitute the entire contract made between the Company and the Client.:

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

a. He/She has read these terms and conditions and has the authority to and does agree to be bound by them;  

b. He/She consents to our information in accordance with our Privacy Policy;  
c. He/She is over 18 years of age and resident and where placing an order for services with age restrictions the Client and all members of the party are of the appropriate age to purchase those services.

Your Booking is made with Uncover the World Travel Limited, also trading as ‘Encounters Travel’, ‘Egypt Uncovered’, ‘Nepal Uncovered’ and ‘Thailand Uncovered’; hereinafter referred to as “the Company”. Our registered office is Plumpton Cottage, Mitchell Lane, Bradford, BD10 0TA, United Kingdom, Registered No, 7560987, VAT No. GB42448513.

**PAYMENT AND DEPOSIT:**
A contract enters into force only after the Company receives a non-refundable booking fee, a signed and completed booking form, which may be submitted by post, fax or through an online form and the Client receives confirmation of acceptance in writing with a confirmation invoice. The booking fee will normally be GBP150 / USD250 / CAD400 / EUR350 / AUD500 / SEK3000 / INR250000 per person for all group tours with 50% 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 international or internal 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 booking cost and is non-refundable, unless the applicant cannot be offered a place. 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 56 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 Company reserves the right to add a processing fee of up to 5% of all monies paid by credit card. This only applies to commercial cards and cards registered outside the UK and EU. The above booking fee must be paid no later than 56 days before departure for Tours. If the balance has not been received at this time before departure, the Company will treat the contract as cancelled by the Client. Cancellation charges are applicable, please see below.

**FINANCIAL PROTECTION:**
The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked with the Company and for the repatriation of EU citizens in the event of our insolvency. We provide full financial protection for our package holidays.

**Bookings for packages including flights:**
Our ATOL number is 10467. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We may not be able to sell packages, including flights, to you unless the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). Our obligation to accept either of those claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree not to make a claim against either ATOL holder for such losses or damages and you are not entitled to be a beneficiary of themonies paid when making a claim against the alternative ATOL holder. The alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to the alternative ATOL holder on the completion of the alternative ATOL holder’s obligations. In the event of your not choosing an alternative ATOL holder, the options under ATOL still apply to you but are limited to the repayment of the amount you have paid to the Company for the travel arrangements. This protection extends to passengers living outside the UK for the land cost of the holiday only be it deposit or full value. Repatriation is only to the original UK destination if initially included by sea or by land; repatriation to passengers outside of the UK does not apply.

There is no requirement for Financial Protection of day trips, and none is provided. This is important and only valid for packaged holidays where flights are included.

In order to deal promptly with any claim hereunder it is essential that you retain all bills, receipts and other documents relating to your travel arrangements. Claim forms must be submitted within six months of date of insolvency. We cannot consider or pay claims received after this date.

**UK TRAVEL AGENT BOOKINGS:**
When you pay a flight-based holiday from a travel agent in the UK, all monies you pay to the travel agent are held by him on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent’s obligation to pay to it for so long as we do not fail. If we fall, any money held at that time by the agent, or subsequently acquired by him from you, will continue to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by him on behalf at all times.

**ABTA**
We are a Member of ABTA, membership number Y4447. We are obliged to maintain a high standard of service to you by ABTA’s Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of this contract. The scheme is provided under the auspices of ABTA and operated under an independent/arbitration scheme. It is an inexpensive method of arbitration on documents alone with restricted liability on you for costs.

The upper limit on claims which we accept is £1,500 per person and £25,000 per booking form. The scheme does not apply to claims which are solely in respect of physical injury or illness or their consequences. It can however deal with claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. You may opt out of this and therefore be entitled to the assistance of ABTA's mediation and conciliation service if you so wish. You have 6 months from the time you first became entitled to make a claim under the ATOL scheme to request arbitration, otherwise we may not consider it. In the event of there being a dispute arising out of the contract, you may also be entitled to the assistance of ABTA's mediation and conciliation service.

Further information on the Code and ABTA’s assistance in resolving disputes can be found on www.abta.com

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

The price of your confirmed holiday is subject at all times to changes in transport costs such as fuel, scheduled airfares and any other airfare cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport provider; to cost changes arising from government action such as changes in VAT or any other government imposed changes; and to changes in exchange rate movements and/or devaluations, taxes, duties or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports or any of which may result in a variation of your holiday price. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your confirmed travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements.

You will be charged the amount over and above that, plus an administration charge of £30 per person together with an administration fee of £30 in respect of any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree not to make a claim against either ATOL holder for such losses or damages and you are not entitled to be a beneficiary of the monies paid when making a claim against the alternative ATOL holder. The alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to the alternative ATOL holder on the completion of the alternative ATOL holder’s obligations. In the event of your not choosing an alternative ATOL holder, the options under ATOL still apply to you but are limited to the repayment of the amount you have paid to the Company for the 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 it is of equivalent or higher quality you will not have to pay more than the cost of the original holiday). If your chosen holiday is subsequently cancelled, you will be entitled to all monies paid back, plus interest.

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

**INSURANCE**
This insurance is vital. It is your responsibility to ensure that you take out a comprehensive travel insurance policy to cover you during your travel. We will require full details of your insurance before you travel. You will not be able to travel without 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 brochure 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 that 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 fulfil the passport, visa and all other immigration requirements applicable to your itinerary. We can provide general information about the passport and visa requirements for your specific destination and visa requirements per country. Any 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 respect of any loss incurred 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 form in 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 www.usembassies.org.uk. For further information contact the Passport Office on 0870 5210410 or visit www.passport.gov.uk. It is your responsibility to comply with any visa requirements for your destination. Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit www.gov.uk/foreign-travel-advice, visit www.dft.gov.uk/foreign-travel-advice. No 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.

AMENDMENT BY YOU

We will do our best to assist you in altering your arrangements after booking, but cannot guarantee that this will be possible. Any changes to the original booking must be confirmed in writing by the person signing the booking form and must be accompanied by an administration fee of USD75 / CAD100 / AUD100 / NZD100 / EUR75 / ZAR1000 / INR5000 per booking, in addition to any extra cost incurred as a result of the amendment and/or any extra services required.

TRANSFER OF BOOKING

Transfer of booking to another person is at the Company's discretion; however we will endeavour to assist you. Where a transfer of booking is prevented from occurring prior to date of departure, the Company may transfer your booking to another person to whom they apply cancelling.:(The cancellation charge detailed will be calculated on the basis of the total cost payable to that Client will cease immediately, including the Client's right to any refund. The Company will have no responsibility for repayment or any other expenses, which may arise out of such an event). The Client's compensation in respect of these claims is GBP25 / USD35 / CAD50 / AUD50 / NZD50 / EUR30 / ZAR425 / INR2000 per person in total because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to indemnify us in respect of any loss incurred as a result of your failure to comply with any passport, visa, immigration requirements or health formalities. Maximum group size. In rare circumstances we do run with group sizes up to a maximum of 50. Therefore 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 and 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 by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock strikes, acts of war, natural disaster, release of toxic substances, nuclear, biological and industrial disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) control. Advice from the UK Foreign Office to avoid or leave a particular area or country may constitute Force Majeure. We will follow the advice given by the UK Foreign Office.

LEAVING THE TOUR

If the Client leaves the Tour voluntarily before completion of the Tour, or is required to do so by the Company on the grounds that the Client's presence is detrimental to the satisfaction and well-being of either the Client, the other Clients or the Tour, then the Company may bear to that Client will cease immediately, including the Client's right to any refund. The Company will have no responsibility for repayment or any other expenses, which may arise out of such an event. The Client's compensation in respect of these claims is GBP25 / USD35 / CAD50 / AUD50 / NZD50 / EUR30 / ZAR425 / INR2000 per person in total because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to indemnify us in respect of any loss incurred as a result of your failure to comply with any passport, visa, immigration requirements or health formalities. Maximum group size. In rare circumstances we do run with group sizes up to a maximum of 50. Therefore 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 and maximum group size for any of its tours at any time without prior notice.

FLIGHTS

Flight cancellation fees are set by our flight agents and the airline concerned and the flight cancellation fees outlined above.

CHANGES AND CANCELLATION BY US

You, or any member of your party, may cancel your travel arrangements at any time. The cancellation 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 will incur a charge to reflect the reasonable costs of cancelling and arranging new bookings for cancellation 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 will be communicated to you at the point of cancellation. We have prepared the following cancellation charges below as a guide only, and these are subject to variation. (The cancellation charge detailed will be calculated on the basis of the total cost payable to

| More than 56 days | Loss of deposit. | Full refund of balance |
| 42 to 56 days | Loss of deposit | 70% refund of balance |
| 28 to 41 days | Loss of deposit | 50% refund of balance |
| 14 to 27 days | Loss of deposit | 25% refund of balance |
| 0 to 14 days | No refund |

We strongly recommend that you to take out insurance against irrecoverable cancellation costs.

OUR LIABILITY

Tours operated or supplied by the Company have been designed to provide participants with exposure to their selected destinations and activities at their own volition. You, as a Client, understand that the Client appreciates such risk and hazards and that they undertake all risks and other activities in 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, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our supplier(s) perform or arrange your contracted holiday arrangements negligently, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees’ or supplier’s negligence affected the overall enjoyment of your holiday), we will pay you reasonable compensation. 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 for your compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

(a) the act(s) and/or omission(s) of the person(s) affected;
(b) the act(s) and/or omission(s) of a third party unconnected and therefore not involve a 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, meals and other activities in their own volition.

(4) We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our supplier(s) perform or arrange your contracted holiday arrangements negligently, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees’ or supplier’s negligence affected the overall enjoyment of your holiday), we will pay you reasonable compensation. 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 for your compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

(a) the act(s) and/or omission(s) of the person(s) affected;
(b) the act(s) and/or omission(s) of a third party unconnected and therefore not involve a 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, meals and other activities in their own volition.

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 to you in respect of these claims is GBP25 / USD35 / CAD40 / AUD40 / NZD40 / EUR30 / ZAR425 / INR2000 in person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

(b) in the event of falling under (a) and therefore not involve a 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, meals and other activities in their own volition. The maximum amount we will have to pay to you in respect of these claims is twice 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
For the purposes of the Data Protection Act 1998 we are a data controller. In order to make these disclosures will constitute a breach of these booking conditions and result in the termination of the Contract, and all monies paid to the Company will be forfeit. On Tours that include any activities or travel in or on the waters of the sea, lake or river, you are subject to the laws of the country in which the activity will take place, and we are not responsible for any injuries or deaths that occur during these activities. 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 in the website or in correspondence. No unaccompanied minors (under 18 years of age) are accepted on any of the Company’s Tours except where a 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 involve a high level of physical exertion we may require participants to complete a health questionnaire. Any failure to make this declaration will constitute a breach of these booking conditions and result in the termination of the Contract, and all monies paid to the Company will be forfeit. On Tours that include any activities or travel in or on the waters, including diving, cruising, 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 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 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 meet these disclosures will constitute a breach of these booking conditions and result in the termination of the Contract, 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.

DATA PROTECTION

For the purposes of the Data Protection Act 1998 we are a data controller. In order to process your booking and 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 or in other circumstances as required by relevant laws, where we consider that, for example, it would be necessary to prevent or detect fraud, or where it is required by law. As a general rule, we will charge a fee to respond to such a request. Any comments, likenesses or images of you secured or taken on any of our Tours may be used by the Company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

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. 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 at the above telephone contact numbers. 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 6802 (office hours) or +44 (0) 0203 6330401 (24 hours). Failure to do so will affect your rights 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.

JURISDICTION

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

For the purposes of the Data Protection Act 1998 we are a data controller. In order to process your booking and 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 or in other circumstances as required by relevant laws, where we consider that, for example, it would be necessary to prevent or detect fraud, or where it is required by law. As a general rule, we will charge a fee to respond to such a request. Any comments, likenesses or images of you secured or taken on any of our Tours may be used by the Company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

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