

General Booking Conditions

Please read these booking conditions carefully.

Your contract is made with **Travel and Trek Limited** (herewith referred to as "the Company", "T&T", "we", "us" or "our") company registration number **7753511**. The Registered UK office is 1st Floor, 28 Market Place, Grantham, NG31 6LR but please note the correspondence address is Travel and Trek Limited, 10 Hampden Way, Greylees, Sleaford, NG34 8FS. Your booking is accepted based on you agreeing to the conditions set out below. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them. If you are signing the booking as a parent or guardian (on behalf of an under 18) you accept these conditions on behalf of the minor.

These booking conditions only apply to holiday arrangements made by you with us and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "booking", "contract", "package", "trip", "tour" or "arrangements" mean such holiday arrangements unless otherwise stated.

In these booking conditions, "you" and "your" means any person travelling or intending to travel on a trip operated by us, including anyone who is added or substituted at a later date.

References in these conditions to "send" and "in writing" or similar include communication by e-mail.

Governing Law

The Contract (incorporating these Booking Conditions) and all matters arising from it, is subject to English Law and the exclusive jurisdiction of the English Courts.

Insurance.

Please Note: Adequate and valid travel insurance is compulsory for all our trips and it is a condition of accepting your booking that you agree that you will obtain adequate and valid travel insurance for your booking. We recommend you take insurance out as soon as your booking is confirmed.

Your 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 from us and for your repatriation in the event of our insolvency.

We will provide you with financial protection for any ATOL protected air package that you buy from us by way of our Air Travel Organiser's Licence number: ATOL 10755, administered by the Civil Aviation Authority (CAA).

Your Financial Protection. 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, or 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). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees 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 that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

For any bookings that DO NOT include flights, your booking is insured by International Passenger Protection Limited and underwritten by Insurers who are members of the Association of British Insurers & Lloyds Syndicates. For further information please go to www.ipplondon.co.uk. There is no requirement for financial protection on one day trip and none is offered. IPP CLAIMS PROCEDURE: Download Claims Form from www.ipplondon.co.uk. Any occurrence which may give rise to a claim should be advised within 14 days to: International Passenger Protection Limited, Claims Office, Telephone: +44 (0)20 8776 3752, Fax: +44 (0)20 8776 3751, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, UK. In order to deal promptly with any claim it is essential that you retain all bills, receipts, and other documents relating to your travel arrangements.

1. How to Book

1.1 For all bookings you must complete our booking form and forward it with the relevant deposit (see section "2. Payments" for deposit details). The booking form must be signed (or ticked in the appropriate place for online bookings). An individual booking form must be completed for each person wishing to take part. All clients completing and submitting a booking form will be deemed to have agreed to meet the following 4 conditions:

- a) they have read and accept our Booking Conditions and the trip information relating to their booking.
- b) they appreciate and accept the risks involved in adventure travel.
- c) they do not suffer from any pre-existing medical condition or disability which may prevent them from actively participating in this trip. If any person suffers from any medical condition or disability which will or may affect their trip arrangements, please contact us before making your booking to discuss your requirements. All bookings require the completion of an Medical & Emergency Form (see section 3)
- d) should the person named on the booking form be under 18 years old at the time of booking, the person making the booking confirms that he/she is at least 18 years old and is the parent or guardian with full authority to enter into a contract on the basis of these conditions on behalf of the person named on the booking.

1.2 Before your booking is confirmed and a contract comes into place, we reserve the right to increase or decrease holiday prices. You will be notified of any changes to the price, before the contract becomes binding.

1.3 Subject to availability and acceptance of your booking, a Confirmation Letter and a Confirmation Invoice will be issued to you. Please check the confirmation carefully as soon as you receive it. Names on travel documents must exactly match those in your passports. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes at a later date. We regret that we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within 10 days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

1.4 A contract will exist between you and us from the date we issue the Confirmation Invoice or if you book within 7 days of departure, the contract will exist when we accept your payment.

1.5 We will communicate with you by email in relation to your booking. You must accordingly check your emails on a regular basis. We may also contact you by telephone, text and/or post if we cannot, for whatever reason, contact you by email.

1.6 If a booking is made online, any acknowledgement of your booking request we send you in the meantime is not a confirmation of your booking.

2. Payment

2.1 Deposit

In order to confirm your chosen holiday, we require a deposit of at least £250 per person. The deposit level for our trips can vary and are therefore detailed on the relevant trip web page under the "dates & prices" tab. A higher deposit will be payable if any supplier(s) requires additional payment at the time of booking or prior to the balance due date. On occasions, full payment for a service such as your flights may be required at the time of booking. If booking less than 60 days before your departure, full payment must be made upon booking. Your deposit is non-refundable in the event of your cancellation unless we cancel the trip for any reason other than Force Majeure situations.

2.2 Interim

In certain cases, an interim payment will be required and we will tell you at the time of booking the amount of this payment and the date it will be required. This will also be included on your Confirmation Invoice. This payment is required to cover non-refundable and non-transferrable items such as (but not restricted to) international or domestic flights, national park fees and permits.

2.3 Balance

The balance payment must be received no later than 60 days before the start of your trip. This date will be shown on your Confirmation invoice.

2.4 Payment Methods

We accept Visa and MasterCard. The fees for this are detailed below:

Payment	Fee
Deposit payments up to and including £250	No Charge
Interim and Balance Payments	2% fee for personal MasterCard and Visa credit cards
All debit card payments	No Charge
Business Credit Cards payments	As per the card issuer's charges.

2.5 Bank Transfer:

Payments should quote either your name or invoice number as a reference: NatWest Bank, Account no. 72106859, Sort Code 60-09-09

2.6 Cheques

Made payable to Travel and Trek Limited and posted to: Travel and Trek Limited, 10 Hampden Way, Greylees, Sleaford, NG34 8FS

3. Emergency and Medical Information

Once your booking has been confirmed, you then have a period of 2 weeks to complete and return our Medical & Information Form (MEF) which provides vital information such as medical and medication history, special diets, allergies and next of kin. It is essential that you provide a full and accurate medical history. For your safety and that of your fellow travellers and guides, a reasonable level of fitness is required. When booking onto a trip, you must be aware that it will involve strenuous activity which requires an adequate level of fitness in order to participate and not impede others. If we have any concerns about your suitability for this trip, we may ask you to complete a medical declaration form and have it signed and stamped by your GP.

If as a result of the information you provide on your MEF, we reasonably decide that you cannot participate in the trip, we will refund your deposit in full, **only** if your MEF was received within **2 weeks of the date of your confirmation**.

Should you fail to submit your form within 2 weeks of your confirmation and we subsequently decide that you cannot participate in the trip for whatever reason, then you will not receive a refund and you may be liable for any additional costs incurred by ourselves.

We strongly recommend that if you have any doubts about your suitability to participate in the trip, that you speak to your GP before making your booking.

4. Participation

This booking must be a minimum of 18 years old on the trip departure date and be in suitable physical condition to undertake the trip as set out in the itinerary. You should be fully aware of the possible risks inherent in adventure travel. Participants below 18 years on the trip departure date may be able to take part, with the agreement of, and when accompanied by their parent or guardian.

5. Disabilities and Medical Problems

Our trips are open to participants of all backgrounds and we will do our best to cater for any special requirements you may have. If you have any medical problem or disability which may affect your involvement in the trip you must provide us with full details before completing the Booking Form (such information will be dealt with in a confidential manner). We will advise as to the suitability of your chosen arrangements if possible, and we will endeavour to assist you. The challenging nature of the trips we operate mean that where a participant's involvement needs specific medical, social or cultural assistance we may request that they travel with a companion. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm your booking or, if full details are not given at the time of booking we reserve the right to cancel your booking (imposing applicable cancellation charges) where relevant.

6. Prices, Surcharging and Air Passenger Duty

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices. Prices on our website are updated regularly. Before you make a booking we will give you the up-to-date price of your chosen holiday including any flight supplements, upgrades or additional facilities which you have requested.

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. Exchange rates: price increases and surcharges will be calculated accordingly to the full extra cost compared to the costs and exchange rates obtained when our printed brochures were produced. Exchange rates for our current products are as follows: £1.00 = US\$1.3, Icelandic Krona 170IKR.

There will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option to change to another holiday, if we are able to offer one, or cancel and receive a full refund, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you 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 14 days from the issue date printed on your final invoice.

Should the price of your holiday go down due to the changes mentioned above by more than 2% of your holiday cost, then any refund due will be paid to you. 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.

Air Passenger Duty (APD) is included in the price of your holiday/ flight ticket. In view of the current volatility of world oil prices, a fuel supplement may be added to the price of your holiday at the time of booking. This will **not** be added after your booking has been confirmed.

7. Changes and amendments by you

In the event that you wish to change/amend/postpone a booking which has been confirmed by us in writing, we will make every effort to assist you. An administration charge of £25 will be charged for any amendment plus any additional and unrecoverable costs incurred by the change. All changes will be subject to availability. Any alterations by you made within 60 days of departure will be treated as a cancellation of the original booking and will be subject to the cancellation charges outlined below.

8. Transferring your booking to someone else.

Where you are unable to travel, you can transfer your booking to another person. Any request to transfer your booking should be put in writing to info@travelandtrek.com. Please note that any transfer of booking made must be to the identical trip and departure date as the original booking. If we agree to process your request, you should supply us with the replacement's name and valid email address immediately. We will then send a confirmation email to the designated replacement who should book and pay the trip deposit within seven days. Failure to act in accordance with the above procedure will result in the transfer request being cancelled and normal cancellation terms being applied to the original booking. Once the replacement has been authorised, we will refund you 50% of your original deposit.

9. Cancellation by You

You, or any member of your party, may cancel your tour at any time providing that the cancellation is made by the lead name in writing. Notice of cancellation will be effective upon receipt of your written communication. As we start to incur costs from the time the contract is confirmed we will retain your deposit and in addition will apply other cancellation charges as shown below:

Period before scheduled departure date when written notice of cancellation is received	Cancellation charge per person as a percentage of the total booking price.
60 days or more prior to departure	Loss of Deposit + pre paid costs
59 - 46 days	30% of the trip cost + any pre paid costs.
45 - 28 days	60% of the trip cost + any pre paid costs.
Less than 28 days	100% of the tour cost

For certain travel arrangements, the pre-paid costs to suppliers e.g. park fees and domestic flights are non refundable. The majority of the flights we book are non refundable and therefore will be included as pre-paid costs. In certain cases a 100% cancellation fee applies as soon as the booking is made and the ticket issued. Please ask for full details of cancellation charges at the time of booking. We strongly recommend that you take out insurance that includes cover against irrecoverable cancellation costs.

Amendment charges are non refundable and therefore these will not be included.

Part cancellation of a tailor made booking for a closed group may result in additional costs being payable by the remaining members of your party.

All communications relating to this contract (in particular any requests to cancel or amend your holiday arrangements) must be from the lead name, in writing and in English, and delivered by hand, email or sent by recorded delivery post to: Travel and Trek Limited, 10 Hampden Way, Greylees, Sleaford, NG34 8FS, UK.

10. If we change or cancel your booking

We reserve the right to cancel your booking or change any of the facilities, services or prices described in our documents or website. We will endeavour to advise you of any changes known at the time of booking. We plan the arrangements for your tour many months in advance and may occasionally have to make changes, most of which are minor. Flight timings and carriers are subject to change. A change of carrier or routing will not be considered a major change. If a major change becomes necessary, we will advise you of the change as soon as possible. Whether a change is 'major' depends on the nature of the tour and may include: alteration to the scheduled departure or return time of your flight by more than 12 hours (but not a flight delay); or a change of departure airport (excluding a change between London airports). When a major change occurs, you will have the choice of either accepting the change, or accepting a replacement tour from us of equivalent or closely similar standard and price, or canceling your tour, in which case we shall refund you in full. In all cases, except where a major change arises from circumstances amounting to force majeure, we will pay you compensation as detailed below:

Period before departure when we notify you of a major change	Compensation per person
42 days or more	Nil
41 - 35 days	£10
34 - 28 days	£20
27 - 14 days	£30
13 days or less	£40

Compensation will not be payable if we are forced to cancel due to force majeure. Operation of all tours is dependent on a minimum number of persons booking the tour. Once we have confirmed your booking in writing, it is a guarantee that we will not cancel due to numbers subsequently falling below the minimum. Should late cancellations from other passengers occur, we will inform you of the drop in numbers but we will not cancel your tour. We reserve the right to cancel your booking for reasons of failure on your part to pay the final balance or force majeure (as defined below). If cancellation occurs for either of these reasons, T&T will not be liable for any refunds.

In the case of flight inclusive packages, we strongly recommend that you make no travel arrangements to your UK departure airport that is non-refundable or non-changeable or incurs penalties until such time as your balance payment has been received (10 weeks prior to departure). If you make such arrangements which you are then unable to use due to a change in your international flight departure details, we shall not be liable to you for the cost of those arrangements.

If we are forced to cancel your holiday after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services (less any incurred costs), if appropriate.

Circumstances amounting to "force majeure" include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, acts of God, adverse weather conditions, and all similar events.

In February 2005 a new Europe-wide law relating to denied boarding, delays and cancellation of flights came into force, applicable to all EU carriers. This law granted rights to passengers including in certain circumstances the right to cancel their flight and receive reimbursement of the cost of the flight from their airline. Full details of these rights are publicised at EU airports and are also available from affected airlines. However, you should note that reimbursement of the cost of a flight that forms part of your holiday is the responsibility of your holiday airline and will not automatically entitle you to reimbursement of the cost of your holiday from us. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk

11. Cutting your trip short

Most Participants complete the trip they undertake. However, on occasions participants are obliged to cut the trip short for reasons such as ill-health. If you are obliged to cut short the trip for whatever reason, T&T cannot provide a refund of committed funds such as but not restricted to National Park fees, staff costs (Guides/porters), flights or accommodation costs. Any additional accommodation and/or transfer fees, flights and accommodation/food costs and any medical costs incurred will be your responsibility. For the avoidance of doubt, these will not be the responsibility of T&T. You must ensure that you have adequate insurance in place to cover these eventualities. T&T requires that you take a credit card with you on the trip to cover any such unexpected costs. In some cases, such costs can be extensive for example where a helicopter evacuation is required. You must ensure you have sufficient available funds to cover such emergencies. T&T is under no obligation to pay for any additional costs, but in the event that we do provide financial assistance, you hereby guarantee that you will personally (if not recoverable through your insurance policy) reimburse us upon your return from the trip.

12. Medical Treatment

It is a condition of joining a trip that in cases of emergency we have your authority to arrange any necessary medical or surgical treatments and to sign any required form of consent on your behalf.

13. Details of travel insurance

Valid travel insurance is mandatory for all clients while on one of our trips. You are strongly advised to insure yourself against possible risks that may occur and in particular to ensure that you have sufficient pre-departure cancellation cover which includes dependent relatives upon whom

your trip may depend. You are required to carry proof of insurance with you and produce it if requested by company employees or suppliers, as failure to do so may result in your being prevented from participating in certain activities without the right to any refund.

You are responsible for ensuring that you are in possession of a valid travel insurance for the entire duration of your trip in respect of medical expenses, medical emergency repatriation (including helicopter and air ambulance) and death. You must ensure that there are no exclusion clauses which limit cover for the type of activities included in your tour, such as, but not limited to, trekking at altitude, as T&T will not be responsible for costs you may incur as a result of not having valid or adequate travel insurance. It is the responsibility of all our clients to declare any material facts including known medical conditions to their insurers, as failure to do so may result in a claim being reduced or declined.

14. Risk and Health Assessment

You understand fully that adventure travel is not without risk. You therefore take part entirely at your own risk and agree to indemnify us, our employees, agents, sub-contractors and suppliers against claims for loss or damage to personal property or for loss or consequential losses or claims through your participation in this trip, arising from your own actions. The whole philosophy of this type of adventure travel is one which allows alternatives and a substantial degree of on-tour flexibility. The outline itineraries given for each trip must therefore be taken as an indication of what each group should accomplish and not as a contractual obligation on our part. It is a fundamental condition of joining any trip that you accept this flexibility, and acknowledge that delays and alterations and their results are possible. You must be adequately fit to cover the distances and undertake the program set out in your itinerary. If it is felt that any client is not sufficiently fit, healthy, properly equipped or able to complete a trip without affecting its safety, comfort or progress, the leader at any stage has the right to remove you from the group. We have a policy to not pay any ransom or make any payments in order to secure the release of hostages. Cyclists must wear a helmet when riding. All participants must wear safety clothing or equipment such as may be required in the country concerned or under the rules and regulations of any local service provider of any activity undertaken by you. For water-based activities you must be able to swim 50 metres fully clothed.

15 Leader authority and behaviour

On an active group holiday it is necessary that you abide by the authority of the leader, who represents the company. If you commit any illegal act when on the holiday or if in the reasonable opinion of the leader your behavior is disruptive, threatening or abusive or is causing or likely to cause danger, distress or annoyance to others we may terminate your travel arrangements without any liability on our part. If the Captain of your flight or ferry or our overseas staff believe that you could be disruptive, they can also refuse to let you proceed with your travel arrangements. If this means you are not allowed to board the flight outbound from the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges. If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. In any of these circumstances no refunds or compensation will be paid to you and we may make a claim against you for any costs and expenses incurred as a result of your behavior e.g. the cost of diverting an aircraft or ferry to remove you. Criminal proceedings may also be instigated.

The accommodation we arrange for you must only be used by those people named on your Confirmation Invoice (or on any Amendment Invoice issued). You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay, except damage caused by persons not known to you. These charges must be met by you and may have to be paid locally.

16. Trip Information and Accuracy

Your trip information and itinerary is available on the web site and is up-dated regularly. When we confirm your booking we also send you a Trip Manual which outlines any additional information relevant to your trip. We recommend that you read all the trip information, including any updates, prior to departure.

We endeavour to ensure that all of the information and prices both on our website and in our brochures are accurate; however, the information and prices shown on the website may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the website regrettably errors do occasionally occur and we reserve the right to correct prices and other details in such circumstances. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking.

17. Special Requests

We will consider special requests such as special dietary requests or, specific rooming requirements, when you book. We will tell you whether there is a charge for the request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing.

18. Our liability, conditions of carriage and limitations

Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected in the UK. The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply.

If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased overseas your claim should be directed to the activity provider and not to us.

If you are joining the holiday locally (i.e. not starting with the group from the UK) our responsibility does not commence until the appointed time, and we shall not be responsible for any additional expenses incurred by you to meet up with the group. If the group arrival is delayed to the local joining point we will provide you with the same room and board basis as will be provided to the group. If the delay is for more than 24 hours we will provide you with the same services and itinerary that were detailed on your confirmation to enable you to continue with your holiday, although you may, at your discretion, remain at the local joining point for the arrival of the group.

We may operate trips in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those you normally expect. Your booking is accepted on the understanding that you realise the hazards involved in this kind of holiday, including injury, disease, loss or damage to property, inconvenience and discomfort. The whole philosophy of this type of travel is one

that allows alternatives and a substantial degree of on-trip flexibility. The outline itineraries given for each holiday must therefore be taken as an indication of what each group should accomplish, and not as a contractual obligation on our part. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances.

Please be assured that our service providers will always do the utmost to ensure your safety and well-being when on tour. Occasionally our local service providers will need you to sign an 'Acceptance of Risk' form prior to accepting your participation on the tour in accordance with specific local regulations. The purpose of the form is to indemnify the service provider and the Company from any claims made by you for incidents arising due to circumstances outside the service provider's and the Companies reasonable control. Where this is the case details are outlined in the Trip Notes and you may request a copy of the applicable form by contacting us.

Please note:

That the timings of air, sea, road or rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time.

We operate all our trips in accordance with the recommendations from the UK Foreign & Commonwealth Office (FCO). If you are booking from outside the UK you should recognise that the FCO advice may not always be aligned with the advice from your own consulate or government travel authority.

19. Flight Notice, Flight Information and EU Blacklist

This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montreal Convention, and it does not form part of the contract between the carrier(s), us and you. No representation is made by the carrier(s) or us as to the accuracy of the contents of this notice.

Air carrier liability for passengers and their baggage. This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

Compensation in the case of death or injury. There are no financial limits to the liability for passenger injury or death. For damages up to approximately £109,000 the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments. If a passenger is killed or injured, the air carrier must make an advanced payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than approximately £13,000.

Passenger delays. In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to approximately €5,650; US\$6780.

Baggage delays. In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to approximately £1000.

Destruction, loss or damage to baggage. The air carrier is liable for destruction, loss or damage to baggage up to approximately €1,350; US\$1,660. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage. A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage. If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers. If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action. Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information. The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No. 2027/97 (as amended by Regulation (EC) No. 889/2002) and national legislation of the Member States.

EU Airline Blacklist. In accordance with EU directive (EC) no. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at www.air-ban.europa.eu

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used: British Airways, Turkish Airlines, Iberia, IcelandAir, South African Airways, KLM, Air Namibia, Ethiopian Airlines, Royal Air Maroc, Swiss International Air Lines, Tunisair, Kenya Airways, Air China, Etihad Airways, Gulf Air, Sri Lankan Airlines, Qatar Airways, Japan Airlines, Royal Jordanian, Thai Airways, Jet Airways, Air Canada, Virgin Atlantic, Continental Airlines, Aerolineas Argentinas, Finnair, Emirates, Kingfisher, LanPeru, LanChile, Air New Zealand, Air Europa, SAS, Air France, TAM, Korean Air, Croatia Airlines, Thomson Airways, British Midland, EgyptAir, Malaysian Airlines, Adria Air, Alitalia, EasyJet, TAROM, Air Madagascar, Air Botswana, Olympic Airways, TAP Air Portugal, Delta Airlines, Bulgaria Airlines, Lufthansa, Aeroflot, Norwegian, Wow Air, Iceland Express. The airline may use wide and narrow-body jets. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes of routing, changes to aircraft type, change of accommodation to another of the same standard. Some flights may need to stop en route. If we know about this in advance we will tell you. Flight times shown on the website and on your booking confirmation are not guaranteed. Actual flight times are shown on your tickets. Flight times are local times based on the 24-hr system.

Please check with the airline regarding luggage allowance limits and the maximum allowable single item baggage weight. If you have a medical condition, serious illness, recently undergone surgery, or have suffered a recent accident, you must advise us and your airline and you may need to be cleared for travel by the airline which will involve obtaining a Fitness to Fly Certificate from your GP.

20. Visa, Health, Passport & Travel documentation

Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you should check with the appropriate Embassy, Consulate or British Foreign Office for the exact requirements for your chosen tour and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you purchase from us. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are traveling. The lead name is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your passport office or the consulate in question if you have any queries. Clients traveling overland to certain destinations may need to also pass through controls of other countries en-route so this should be allowed for with any passport/visa applications.

When traveling to the US you must have the correct passport to travel on the Visa Waiver Program or have obtained the correct visa, valid for your stay. This applies even when passing through the USA en-route to your destination. Each person wishing to visit the US must have either; i) an e-passport (if your passport is issued after 26 October 2006), or a machine readable passport (containing a digital photograph if your passport is issued after 26 October 2005) and a Visa Waiver Form or ii) a valid passport and a valid visa which must be obtained before travel from the US authorities. The US authorities have introduced a requirement for passengers traveling under the Visa Waiver Program to register for Electronic Travel Authority. For additional specifics about the VWP please consult the VWP information on the U.S. Embassy London website www.usembassy.org.uk. We recommend that you carry your ESTA approval with you when you travel and recommend you register at least 72 hours before departure. Please Note: when you register for ESTA you must have a valid passport at the time of registration. If you have applied for a post dated passport (for example to reflect a change in name) this passport will not be valid until the effective date noted in the passport. Children and minors wanting to travel with a Visa Waiver form must hold their own Machine Readable Passport or e-passport. Please note that the nationals of some countries can only travel to the US if they have a valid visa as they are not eligible for the Visa Waiver Program.

Please note

That for some trips we need to request special permits, and as such we will require your passport details prior to accepting your booking. Furthermore, if you renew your passport after you have booked, you may be required to take your old passport with you to maintain the validity of the permit.

We are able to advise on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements, recommendations for your destination and any costs. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

When assessing whether tours or expeditions will operate we use information from our local offices in conjunction with advice from the British Foreign Office and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies.

21. Complaints process

If you have any complaint during your holiday you must inform our local representative or your Group Leader and the relevant supplier of the service immediately. If you are not happy with their action in response please follow this up within 35 days of your return home by writing to us at Travel and Trek Limited, 10 Hampden Way, Greylees, Sleaford, NG34 8FS giving your booking reference and all relevant information. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days. We can usually sort out any complaints you may have, but if we cannot agree, there are services available to you to which you can take your dispute. Details can be provided upon request. If you prefer, you can take your complaint to the County Court or another suitable court.

22. Privacy Policy

Your information refers to information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including any information about other persons on your booking relating to the same. Your information is collected when you request information from us, contact us (and vice versa) or make a booking with us. You are responsible for ensuring that other members of your party are aware of the content of our Privacy Policy and consent to your acting on their behalf in all your dealings with us. We will update your information whenever we get the opportunity to keep it current, accurate and complete. For the purpose of providing you with our services, including your flight or holiday etc., we may disclose your information to our service providers (who could be located outside the UK/EEA). In order for you to travel overseas, it may be **mandatory** (as requested government authorities at the point(s) of departure and/or destination) to disclose your information for immigration, security and anti-terrorism purposes, or any other purposes which they determine appropriate. Even if not mandatory, we may exercise our discretion to assist where appropriate. We may collect and use your information for the purposes including but not limited to administration, providing services (and contacting you where necessary), customer care, risk assessment, security and crime prevention/detection, research and analysis, marketing, dispute resolution and debt collection. Some of your information (such as health or religion) may be considered "sensitive personal data" under the Data Protection Act 1998. We collect it to cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data from you on the condition that we have your **positive consent**. By booking with us you also agree for your insurers, their agents and medical staff to disclose **relevant** information (which may contain sensitive personal data) to us in circumstances where we need to act in the interest of everyone in the group you are traveling with. For example, if your

illness during your trip is infectious we may need to make special arrangements for you and also ensure that you do not return with the group immediately.

If you do not agree to our use of your information as above, we cannot do business with you or accept your booking.

We may from time to time contact you with information on offers of goods and services, new products and forthcoming events. Please note that our websites will assume you to agree to e-communications when you make a booking. You will be given the opportunity on every e-communication we send you to indicate that you no longer wish to receive our direct marketing material. At no point will we pass your details on to third parties for use as direct marketing material.

We have taken all reasonable steps to have in place appropriate security measures to protect your information. Any changes to this Policy will be either posted on our website, brochure and/or made available on request.

23. Photography and testimonials

Any likeness or image of you secured or taken on any of our holidays 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 or the internet. Any written feedback supplied to the company may also be used for promotional purposes as detailed above.