

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 Regulations 2018 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 package that you buy from us by way of our International Passenger Protection policy.

Your Financial Protection. In accordance with the UK Package Travel & Linked Travel Regulations 2018, Directive (EU) 2015/2302 or the local applicable law in the country of residence of the passenger(s) booking with Travel and Trek Ltd are fully protected for the initial deposit and subsequently the balance of all monies received by us, including repatriation costs and arrangements, arising from cancellation or curtailment of your travel arrangements due to the insolvency of Travel and Trek Ltd.

The respective laws accordingly to the country of residence of the passenger(s) usually only requires us to provide cover for Package & Linked Travel Arrangements, there is no requirement for Financial Protection of day trips or single elements, and none is provided unless the local law requires such. If you have questions on this then please contact Travel and Trek Ltd.

Travel and Trek Ltd has taken out an insurance provided by International Passenger Protection Ltd (IPP) with Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. LMIE's registered office: 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company. This insurance is only valid for passengers who book and pay directly with/to Travel and Trek Ltd.

In the event of our insolvency please make contact as soon as practically possible giving full details of what has happened quoting the name of your Travel Operator:

For UK & Worldwide excluding EU Passengers

IPP Claims at Sedgwick

Telephone: +44 (0)345 266 1872

Email: IPPclaims@uk.sedgwick.com

or online at www.ippfinancialfailure.com/claims.asp

For EU Passengers

IPP Claims at Sedgwick

Telephone: +31 103120666

Email: ippclaims@nl.sedgwick.com

or online at www.ippfinancialfailure.com/claims.asp

IPP
Part of **DUAL**

1. How To Book

1.1 For all bookings you must complete our booking form and submit it with the relevant deposit (see section "2. Payments" for deposit details). 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:

- they have read and accept our Booking Conditions and the trip information relating to their booking.
- they appreciate and accept the risks involved in adventure travel.
- they do not suffer from any pre-existing medical condition or disability which may prevent them from actively participating in their chosen 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.

- 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 the participant 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, once the booking form and deposit has been received, a Confirmation Letter and a financial statement (Invoice) will be issued to you. Please check the confirmation details 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 letter.

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 When a booking is made online, the acknowledgement of your booking form we send you in the meantime is not a confirmation of your booking, but a copy of what you have submitted to us.

2. Payments

2.1 Deposit

In order to confirm your chosen holiday, we require a deposit. The deposit level for our trips vary and are therefore detailed on the relevant trip web page under the "dates & prices" tab. On occasions, full payment for a specific service may be required at the time of booking. If this is the case, you will be informed of this 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, or Govt restrictions (Covid related).

2.2 Interim

In certain cases, an interim payment (pre final balance) will be required. If it is required, 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 shown on your financial statement. This payment is required to cover non refundable and non transferrable items such as (but not restricted to) domestic flights (in the country of destination), national park fees and permits. Interim payments may also be required if extensions to trips are added after booking, and they may be treated as deposits for that specific service.

2.3 Balance

The balance payment must be received no later than 8 weeks before the start of your trip. This date will be shown on your financial statement/invoice.

2.4 Payment Methods

(a) Cards - We accept Visa, MasterCard, and AMEX credit and debit cards. There are no fees for UK issued personal cards. Fees will be charged for business, premium or corporate cards, and any cards issued outside of the UK. Fees are shown on the Booking webpage.

(b) Bank Transfer (BACS/Wire) - Payments should quote either your name or invoice number as a reference:

NatWest Bank, Account no. 72106859, Sort Code 60-09-09. Additional details for international transfers are shown on the Booking webpage.

(c) Cheques - payable to Travel and Trek Limited, posted to: Travel and Trek Limited, 10 Hampden Way, Greylees, Sleaford, NG34 8FS

2.5 Payments For Charity Challenges

Challenges can be funded in one of 3 ways: Self Funded (SF), Flexi Funded (FF) and the Minimum Sponsorship (MS) method. A full explanation of these methods is contained on the website.

Registration Fee - this is effectively a deposit and paid directly to us to secure your place as part of the booking process.

Fundraising Donations - all fundraising donations must be paid directly to the charity (not to us).

To book your challenge, (regardless of the payment option you select) you must pay the Registration fee when completing the booking form. The Registration fee is non-refundable in the event of your cancellation unless we cancel the challenge for any reason other than Force Majeure situations.

Subject to availability and acceptance of your booking, a Confirmation letter and financial statement (invoice) will be issued to you.

For FF and MS methods only - Upon receipt of your booking form, we will contact your nominated charity to seek formal authorisation for you to participate using sponsorship monies raised on behalf of the charity.

On receipt of the Confirmation letter, please check the details carefully as soon as you receive it. Names on travel documents must exactly match those in your passport. Contact us immediately if any information which appears on the confirmation and/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 liability if we are not notified of any inaccuracies (for which we are responsible) in any document within 10 days of us sending you the Confirmation letter. We will do our best to rectify any mistakes notified to us outside these time limits but you must meet any costs involved in doing so.

For FF and MS methods only - You will be required to sign a Pledge Form (PF). The PF states your fundraising targets and the date by which those targets must be achieved. The PF forms an integral part of the booking process and your place on the challenge is not considered complete until that form is signed and received by us. Copies of the PF can be requested prior to booking.

Cancellation by you:

Should you not be able to take up your place on the challenge or choose not to for whatever reason, you must notify us and the charity in writing. You will forfeit your Registration fee payment and you will not be entitled to any refund.

We will only accept cancellations in writing by the person who made the original booking. Cancellations will be subject to our cancellation policy in Section 9. Where cancellations occur after funds are received from charities, those funds will be refunded to charities and in accordance with our cancellation policy in Section 9.

You will not be entitled to any refund from the charity as the donations were made to the charity for charitable purposes.

3. Medical Information

As part of the booking process, you will be asked for medical information deemed relevant to your participation in the trip. It is essential that you answer the questions as fully and accurately as is deemed necessary. 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. We cannot be held responsible for any costs incurred as result of any pre-existing medical condition not declared.

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

Those 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. We may agree to accept participants below 18 years on the trip departure date, depending on the trip, with the agreement of, and when accompanied by their parent or nominated guardian. This will be assessed on a case by case basis.

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 issues 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

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 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. This is particularly relevant in Tanzania where Park fees can change at no notice.

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 information was published.

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. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the date the revised invoice was sent to you.

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.

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 change, amendment or postponement plus any additional and unrecoverable costs incurred as a result of 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 complete a booking form 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. Any other financial adjustments outside of those mentioned in this section, will be done by agreement.

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 + £25 admin fee
59 - 46 days	30% of the trip cost + any pre paid costs + £25 admin fee
45 - 28 days	60% of the trip cost + any pre paid costs + £25 admin fee
Less than 28 days	100% of the tour cost

For the avoidance of doubt, when counting days the departure date = day zero. The day before the departure date is therefore day 1.

For certain travel arrangements, the pre-paid costs to suppliers e.g. park fees and domestic flights are non refundable. The majority of the domestic 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 travel 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.

9A. COVID-19

Should another global pandemic such as COVID break out, we acknowledge our obligations and will comply with any official guidance from governments or local authorities, both in the UK and abroad.

10. If we change or cancel your booking prior to departure

We reserve the right to cancel your booking or change any of the facilities, services or prices described in our documents or website. Any changes must only be done within reason. We will endeavour to advise you of these changes as soon as we know them. We plan the arrangements for your tour many months in advance and may occasionally have to make changes, most of which are minor.

Minor changes are those which do not seriously impact on the tour, such as a change of accommodation, or road route, or trek/cycle route due to, for example weather conditions. Such changes should be accepted as part of adventure travel.

Major changes are those which seriously impact the planned tour to such a degree, that it no longer represents the original tour. This could be a complete change of trek route due to a landslide preventing access for example.

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

For the avoidance of doubt, when counting days the departure date = day zero. The day before the departure date is therefore day 1.

Compensation will not be payable if we are forced to cancel due to force majeure, or Covid-19.

Operation of most of our tours is dependent on a minimum number of persons booking the tour. Once we have confirmed your booking in writing, we will not cancel the tour due to numbers subsequently falling below the minimum unless it is absolutely necessary. Should late cancellations from other passengers occur, and the numbers do drop below the minimum number required, we will inform you of the drop in numbers and what the subsequent options are.

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 very unlikely event that 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 arrival in country and refund you for any unused services (less any incurred costs), if appropriate.

'Force majeure' includes 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.

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 or injuries. 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), domestic 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 travel insurance in place to cover these eventualities. T&T requires that you take a credit card (or other similar payment facility) 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 (and adequate) travel insurance is mandatory for all clients while on one of our trips. By 'adequate' we mean that it covers all activities you are undertaking on the trip with us, including coverage for rescues up to the maximum altitude you will be attaining. 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 the details of your 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.

15. Adventure Travel

The whole philosophy of this type of adventure travel is one which allows alternatives and a substantial degree of on-tour flexibility (with good reason). 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 UK approved 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.

Accommodation type and configuration will vary depending on the adventure. In the vast majority of cases it is based on a twin share basis. Single room options are offered where possible. The type of accommodation used is stated on the relevant webpage. Where necessary, triple rooms/tents may be used. There is no entitlement to single rooms if no fee is paid. We will not place male/female clients in the same room unless otherwise agreed (by marriage for example) with the exception of extreme environments such as the Arctic and some Gites (Morocco).

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 behaviour 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. Whilst we can assist with your future arrangements, any costs incurred from the moment we terminate your travel arrangements will be your responsibility. 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 behaviour 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 (or on any amendment version). 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 an itinerary. The general logistical information about your trip is contained on our website 24/7.

We endeavour to ensure that all of the information and prices on our website are accurate. Occasionally, errors do 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.

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 & Development Office (FCDO). If you are booking from outside the UK you should recognise that the FCDO advice may not always be aligned with the advice from your own consulate or government travel authority.

19. Domestic Flights

Due to the complexities of booking some domestic flights, specifically Nepal, we include them within our trips. Without such transport, accessing high and remote areas of the Himalaya would not be possible within reasonable time frames.

The Civil Aviation Authority of Nepal does not operate to the same standards as those of western nations. The UK's FCDO cannot offer advice on the safety of individual airlines, further information can be found on the FCDO website - www.gov.uk/foreign-travel-advice/nepal/safety-and-security

Whilst we accept that we have a duty of care to clients, there are obvious limits to what we can control given the nature of the terrain and domestic flight carriers. If your trip includes a domestic flight (it will state it in the inclusions/exclusions of each trip), you must accept that the flight is an acknowledged risk and we can accept no liability for personal safety in this regard.

Please note that poor weather conditions can cause delays on the flights to and from Lukla. Our itineraries have built in flexibility to withstand cancelled flying days, and still maintain safe acclimatisation. The number of days that can be lost through cancelled flying days whilst still achieving the aim will depend on your chosen trip.

If flights are cancelled for the day, you will spend an extra night in Kathmandu at a hotel. This may or may not be at the same hotel you have stayed in, it will depend on availability. We will bear the cost of 1 additional nights hotel accommodation in Kathmandu on the outbound flight, and 1 additional night in Lukla for the return flight due to cancelled flying days. Any additional nights in either direction will be the responsibility of the client. They are not transferrable. You should keep all receipts, you should be able to make a claim on your travel insurance.

Should cancelled days progress to a point where the aim of the trek is no longer possible within safe acclimatisation limits, we will make alternative arrangements within the time frame. This can either be another trek in a different region, or a shorter trek in the same region.

Helicopters can sometimes fly when the scheduled fixed wing aircraft cannot. If your group is offered the opportunity to use a chartered helicopter, either flying up to Lukla or back to Kathmandu, the cost will be shared between those choosing to take this option. In the extremely unlikely event that flight cancellations cause you to miss your homeward international flight, we will render all assistance, but cannot be held liable for any extra costs incurred.

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 FCDO 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.

Please note

For some trips we need to request special permits and/or book domestic flights. As such we will require your passport details. 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 professionals. It is your responsibility to ensure that you obtain proper and detailed medical advice 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 conditions, 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 FCDO 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 flights or holiday etc., we may disclose your information to our service providers (who could be located outside the UK). 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 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.