

# **BOOKING TERMS & CONDITIONS**

Journeys with LTD, Company no. 14550397 Registered address: 2 Burnett Lane, Aylesbury, Buckinghamshire, HP22 7DD. Country Of registration: Great Britain.

Article 1 to 24 pertain to the provisions regarding the reservation of a holiday, while Article 25 to 48 pertain to the provisions associated with the journeys with Kishan experience.

In these terms and conditions, we, the company, act as an agent for various travel service providers. When you make a booking, your contract will be with the provider of the travel services you have booked. Our obligations to you may vary based on the specific arrangements you book with us. These terms and conditions do not affect your legal rights.

## ***INTRODUCTION 1.1***

These terms and conditions, along with our privacy notice and any other written information provided to you prior to confirming your booking, apply to your booking with us. Please read them carefully as they outline our respective rights and obligations. In these terms and conditions, "you" and "your" refer to the primary individual on the booking, as well as any other individuals who are added or transferred to the booking. If you have any further questions after reading these terms and conditions, please don't hesitate to contact our customer service team or Kishan for assistance. 1.2 In these terms and conditions, we act as an agent for various travel service providers. When you make a booking, your contract will be with the provider of the travel services you have booked. Our obligations to you may vary based on the specific arrangements you book with us, and we outline these clearly in these terms and conditions.

## ***BOOKING 2.1***

By making a booking, you confirm that you are over 18 years of age and agree to be bound by these terms and conditions on behalf of all individuals listed on the booking.

2.2 When you make your booking, you must pay the required deposit as specified at the time of booking. If you believe that any details on the booking summary or any other documents are incorrect, you must notify us immediately. It may not be possible to make changes later and you may incur additional charges. Please ensure that the names provided are the same as those listed in the relevant passports.

2.3 Please review all names, dates, and times listed on your documents and notify us of any errors immediately. We will not charge for changes to documents, but you may be required to pay any fees charged by the supplier.

## ***PAYMENT 3.1***

A deposit or full payment for your booking is required at the time of booking. If you only pay a deposit, the full balance must be paid by the balance due date as specified. If the full balance is not received by the balance due date, we will notify the supplier, who may cancel your booking and charge the cancellation fees listed in their terms and conditions. Unless otherwise advised or stated in the supplier's terms and conditions, all funds paid to us for travel arrangements will be held on behalf of the supplier."

## ***YOUR CONTRACT 4.1***

When making a booking with us, we will arrange for you to enter into contracts with the named suppliers (such as tour operators, airlines, or other providers). In most cases, we act as an agent for the supplier, but we may act as your agent when booking certain "no-frills" flights. The supplier's terms and conditions will apply to your booking, and we recommend that you read them carefully as they contain important information about your booking and may limit or exclude the supplier's liability to you, as well as in accordance with applicable international conventions. If you do not have copies of these terms and conditions, please ask us for them. Until a component has been confirmed by the individual supplier, no contract has been formed.

4.2 You may choose to purchase flights, hotel accommodations, car rentals, transfers, or other services on our website. Each component will be provided by different third-party providers of the products you have selected. Your contract will be with the individual suppliers and not with us. As an agent, we accept no responsibility for the acts or omissions of the supplier or for the services provided by the supplier. However, depending on the arrangements you book with us, a combination of travel services may be considered a package under the Package Travel Regulations, in which case we will be responsible as the package organizer (see "Where we are the package organizer" below).

### ***FLIGHTS 5.1***

When booking flights with most low-cost airlines, we will act as your booking agent based on the criteria specified by you. For these bookings, you appoint us to source the flights on your behalf and you are our principal. We will arrange for you to enter into a contract directly with the airline. Your payment obligations will be as agreed upon between you and us. In all other respects, you will be subject to the airline's terms and conditions, which can be found on the relevant airline's website. We recommend that you read these carefully before requesting us to book your flight. By making a booking for which we are acting as your agent, you specifically agree to the terms of this clause. We accept no liability in relation to any contract you enter into with the airline, or their acts or omissions, or for the flight service itself.

5.2 Charter flights: When you book a charter flight through us, we act as an agent for the charter supplier. E.g faremine/Goldmedal who holds an ATOL. The contract will be between you and the supplier. We will not be held responsible if you miss your flights. It is your responsibility to check the airline flight details no later than 72-48 hours before departure, as airlines frequently change their times. You are responsible for ensuring that your flight times have not changed.

### ***CHANGES OR CANCELLATIONS TO YOUR HOLIDAY 6.1***

Any request to change or cancel your booking must be sent to us in writing and will not be effective until received by us. If you cancel or amend your booking, the supplier may charge the cancellation or amendment fee listed in their terms and conditions (which may be the full cost of the travel arrangements). We may collect this fee on their behalf, and you will also be required to pay any applicable administration charges to us.

### ***CHANGES OR CANCELLATIONS BY THE SUPPLIER 7.1***

If the supplier makes any changes or cancellations to your booking, we will inform you as soon as reasonably possible. If the supplier offers alternative arrangements or a refund, you must let us know your choice within the specified time frame. If you fail to do so, the supplier is entitled to assume that you wish to receive a full refund. Unless we act as a package organizer (see "Where we are the package organizer" below), we accept no liability for any changes or cancellations made to your arrangements by the supplier under your contract with them.

### **OUR SERVICE CHARGES 8.1**

In certain cases, we may charge service fees, which will be listed on your booking confirmation as follows:

"Administration Fee for Supplier Failure Cover" (see "Your Financial Protection" below)

"Admin Fee" - a charge for the booking agency services we provide to you. Please note that the term "Admin Fee" does not refer to us creating a holiday package; it is our standard fee for acting as a booking agent.

### **OUR RESPONSIBILITY FOR YOUR BOOKING 9.1**

Your contract is with the supplier, and their terms and conditions apply. Unless we act as a package organizer (see "Where we are the package organizer" below), we act only as an agent and accept no responsibility for the actual provision of the travel services. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we provide to you in good faith. However, if we are found to be liable to you on any basis, our maximum liability to you is limited to three times the cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees while acting in the course of their employment.

### **DISPUTE RESOLUTION 10.1**

If you have any issues or disputes regarding your booking, you should first attempt to resolve them directly with the supplier. If you experience a problem while on holiday, you must report it to the supplier or their local representative immediately. This will give you the best opportunity to have your complaint investigated and resolved. Failure to follow this procedure may affect the amount of compensation you may be entitled to, or you may not be eligible for any compensation at all. 10.2 If you wish to file a complaint after your trip, you should send a written request to the supplier, as stated in your booking confirmation. If you need assistance with this process, please contact our customer service team. 10.3 You can also use the European Commission's Online Dispute Resolution (ODR) platform, available at <http://ec.europa.eu/consumers/odr/>. This ODR platform allows you to notify us of your complaint, but it will not determine how your complaint should be resolved."

### **FINANCIAL PROTECTION 11.1**

Many of the travel services we offer are protected in the event of the financial failure of the travel company. Please ask us about the specific protection that applies to your booking. 11.2 When you book an ATOL-protected flight or flight-inclusive holiday through a supplier e.g faremine/ gold medal, you will receive an ATOL Certificate. This certificate will provide information on what is financially protected, where you can find more information about this protection, and who to contact if anything goes wrong. 11.3 Please note that ATOL protection is not available for flights with low-cost carriers or when you make payments directly to the airline, unless these flights are part of a package (see "Where we are package organiser" below). In such cases, we may automatically add supplier failure insurance to your booking to protect you in the event that a supplier fails and we need to refund or rebook your arrangements. If applicable, we will charge an administration fee for this cover, which will be shown on your booking confirmation. 11.4 The suppliers listed on your ATOL Certificate, will provide the services specified on the certificate (or suitable alternatives). In some cases, if neither we nor the supplier are able to do so due to insolvency, an alternative ATOL holder may

provide these services (at no extra cost to you). You agree to accept that the alternative ATOL holder will fulfill these obligations and agree to pay any outstanding amounts due under your contract to the alternative ATOL holder. In some cases, it may not be possible to appoint an alternative ATOL holder, in which case you may be entitled to make a claim under the ATOL scheme (or through your credit card issuer if applicable). 11.5 If the suppliers listed on your ATOL Certificate, are unable to provide the services listed (or suitable alternatives) due to insolvency, the Trustees of the Air Travel Trust may make a payment to you under the ATOL scheme. In return for this payment or benefit, you agree to assign any claims you may have against us, the travel agent (or your credit card issuer if applicable) arising from the non-provision of the services. You also agree that such claims may be reassigned to another entity if that entity has paid claims under the ATOL scheme on your behalf.

### ***PACKAGE HOLIDAYS AND TRAVEL ARRANGEMENTS 12.1***

In certain circumstances, the travel arrangements you book with us may constitute a package holiday as defined by the Package Travel and Linked Travel Arrangements Regulations 2018, in which case we will act as the package organiser. 12.2 When we act as the package organiser, we will still be acting as an agent for the various travel service providers included in your package. However, we will be responsible for the performance of all travel services included in your package, regardless of whether they are provided by us or other travel service providers. In the event that any of the travel services are not provided in accordance with the package travel contract, we may be liable to offer you compensation, subject to the limits of the law and the terms of these booking conditions. 12.3 and 12.4 If you wish to transfer your booking to another person while we are acting as the package organiser, an administration charge will be applied. The charge is £50 per person for transfer requests made more than 61 days before departure, and £100 per person for requests made within 61 days of departure. You and the new traveler will also be responsible for paying any additional costs incurred in making the transfer. Please note that most airlines do not permit name changes on issued tickets, and any transfer may incur the full cost of the flight. 12.5 In the event that you experience difficulties while on holiday and request our assistance, we will provide appropriate help, including information on health services, local authorities, and consular assistance, as well as assistance in finding alternative arrangements and making necessary phone calls/emails. Any costs incurred in providing this assistance will be your responsibility if the difficulty is caused by your own actions. 12.6 If you wish to make a complaint or request assistance while we are acting as the package organiser, you may contact our Customer Relations department at 07795577546 or [kishan@journeyswith.co.uk](mailto:kishan@journeyswith.co.uk).

### ***Special Requests 13.1***

In the event that you have specific requirements (such as dietary restrictions, infant beds, or preferred room placement), kindly notify us at the time of reservation. While we will make every effort to convey these requests to the relevant vendor, we cannot guarantee fulfillment and will not be held liable for any unmet requests

### ***Travel Insurance 14.1***

It is a condition of the contract with either us or the relevant supplier that each traveler have adequate travel insurance coverage. This coverage must encompass the cost of cancellation by the traveler, medical expenses and repatriation in the event of illness or injury, loss of baggage and funds, and other unforeseen expenses. If insurance is procured through us, please thoroughly review the policy to confirm accuracy and ensure all necessary information,

such as pre-existing medical conditions, has been provided. Omission of relevant information may invalidate the insurance coverage. In the event that adequate insurance coverage is not maintained, we will not be responsible for any losses that would otherwise have been covered by insurance.

### ***Accommodation Rating and Standards 15.1***

Accommodation ratings are provided by the respective suppliers and are intended to serve as a reference for the expected services and amenities. Please note that there may be variations in ratings and standards between countries and suppliers, and we cannot guarantee the accuracy of any ratings provided. No representations or warranties are made in this regard.

16.2 It is important to note that safety standards in some countries may not meet those established in the United Kingdom. We strongly advise all travelers to familiarize themselves with relevant safety information to minimize the risk of injury.

### ***Room Assignment 16.1***

Upon arrival at the accommodation facility, you will be assigned a room following check-in procedures. It is your responsibility to verify the check-in and check-out times directly with the supplier. Please note that any local taxes and additional charges will be payable to the supplier upon checkout.

### ***Building Works 17.1***

Please be advised that from time to time, building maintenance activities such as renovation or refurbishment, including associated noise, may be conducted at the hotel. If we are made aware of such works, we will promptly notify you prior to booking or as soon as reasonably feasible

### ***Delivery of Documents 18.1***

All relevant documents (e.g. invoices, tickets, insurance policies) will be dispatched to you either through postal mail or electronic means. We will not be held responsible for any loss or misplacement of these documents after they have left our possession, unless such loss is the result of our own negligence. Any fees imposed by suppliers for the reissuance of tickets or other documents are the responsibility of the recipient to pay.

### ***Passports, Visas, and Health Requirements 19.1***

Information regarding passport and visa requirements for your trip may be provided by us as general guidance. However, it remains your responsibility to verify and comply with all necessary passport, visa, and immigration requirements before traveling. Non-compliance with these requirements may result in being unable to travel and we, as well as the supplier, will not be held liable. It is advisable for passports to be valid for a minimum of 6 months beyond the return date. For further information on passport requirements, please visit

[www.gov.uk/browse/citizenship/passports](http://www.gov.uk/browse/citizenship/passports)." 20.2 Please be aware that for all air travel within the British Isles, a specific type of photographic identification is required by the airlines. For further information, please contact us. As for health formalities, we may provide general information but it is recommended to consult with a physician for specific circumstances. The most recent travel advice can be obtained from the Foreign and Commonwealth Office by visiting [www.fco.gov.uk](http://www.fco.gov.uk).

### ***Travel Preparations 20.1***

It is the responsibility of the traveler to ensure that all necessary travel documents, including passport, visa, and insurance, are in proper order and to arrive at the airport with sufficient time for check-in. It may be necessary to reconfirm the flight with the airline prior to departure, for which information can be obtained by contacting us at least 72 hours before the scheduled outbound flight. It is advisable to record any reference numbers or contact information obtained during reconfirmation. Failure to reconfirm the flight may result in denial of boarding and forfeiture of any potential refunds.

### ***Force Majeure 21.1***

Unless otherwise stated in these terms and conditions, we shall not be held liable or provide compensation for any failure or delay in performance of our obligations that is caused by an event beyond our reasonable control, including but not limited to, acts of war, threat of war, civil unrest, acts of terrorism, natural or nuclear disaster, weather conditions, pandemic, and similar events. Such circumstances shall be deemed to have made it impracticable to perform our obligations safely.

### ***Conduct 22.1***

Please be advised that the terms and conditions of the service provider may specify that your booking may be terminated without a refund if your behavior is deemed to be unacceptable. Service providers may also require you to cover the cost of any damages incurred as a result of your actions. In the event of such an occurrence, we are not liable to you. You agree to compensate us in full for any claims or legal expenses arising from claims made by the service provider or any third party due to your conduct.

### ***Privacy 23.1***

We are committed to safeguarding your privacy and protecting your personal information. Our privacy policy is accessible on our website.

### ***Jurisdiction 24.1***

These terms and conditions are governed by English law and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

### ***The “journeys with” experience 25.1***

Entail traveling with a designated host. The host shall endeavor to provide an enjoyable experience, but is not responsible for occurrences outside of their control, such as inclement weather, transportation disruptions, or any other external factors.

### ***AGENT OF RECORD 26.1***

As the individual who has made the reservation on behalf of other participants, you shall be deemed as the designated agent of record. You accept responsibility for making all payments related to the booking, communicating any necessary changes or cancellations to the Tour Operator or designated travel agent, and ensuring that all participants included in the reservation are informed of relevant information. By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and the Tour Operator will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

### ***Obligation to present Medical Information 27.1***

Participants are required to furnish any medical information deemed necessary by the Tour Operator upon request. The completion of the Tour Operator's Medical Information Form may be mandatory for certain tours. In the event of a pre-existing medical condition that may impact the participant's ability to travel, participate in the tour, or affect the tour experience of others, the participant must submit a signed Medical Information Form, provided by a licensed physician, to the Tour Operator prior to final payment for the respective booking. You agree to complete the Medical Form honestly and to disclose all relevant medical information accurately and fully. The Tour Operator will maintain the information in accordance with the Tour.

The Tour Operator reserves the right to request additional medical information or professional medical opinions, as deemed necessary for the safe operation of a Tour or the participant's well-being.

The Tour Operator may deny participation in a Tour at any time, without liability, if the participant's physical or mental condition is deemed unfit for travel or poses a risk to themselves or others.

Pregnancy is considered a medical condition and must be disclosed to the Tour Operator at the time of booking. Participants who are over 24 weeks pregnant may be refused carriage. In instances where reasonable accommodations or alternatives cannot be arranged, the Tour Operator reserves the right to refuse carriage to individuals with certain medical conditions. In the event that you do not complete the required Medical Form or provide medical information reasonably required by the Tour Operator for any reason by the deadline indicated above, the Tour Operator reserves the right to cancel your booking and all applicable cancellation fees will apply.

### ***Assessment of Tour Suitability 28.1***

Participants are responsible for determining the suitability of the Tour for their individual circumstances, limitations, fitness level, and medical requirements. It is recommended to consult with a physician for medical advice and confirmation of fitness for travel and participation in planned activities, including guidance on vaccinations and medical precautions. The Tour Operator does not provide medical advice.

#### **Medical Facilities in Remote or Developing Regions**

Travel with the Tour Operator may involve visiting remote or developing regions where medical care may not be readily available and medical facilities may not meet the standards of those found in the participant's home country. The availability and standard of medical facilities in the countries visited during the Tour may vary and the Tour Operator makes no representations or warranties regarding the same. Participants should assess the risks and requirements of each aspect of the Tour based on their own unique circumstances.

### ***Accommodation of Special Requirements 29.1***

Participants are required to disclose any special requirements to the Tour Operator at the time of booking. The Tour Operator will make reasonable efforts to accommodate such requests, however, given the nature of destinations visited and limitations outside of planned itineraries, this may not always be possible. Certain activities may not be available for participants with limited mobility. All food allergies and dietary restrictions must also be disclosed at the time of booking, although the Tour Operator cannot guarantee accommodations. Any special requests or requirements are not considered a part of these Terms or the contract between the

participant and the Tour Operator, and the Tour Operator shall not be held liable for any failure to fulfill such requests.

### ***Age Restrictions 30.1***

Individuals under the age of 18 on the date of first travel are considered minors. Minors must be accompanied by an adult, with one adult accompanying up to two minors unless otherwise specified in the Tour description or by the Tour Operator.

#### **Bookings Involving Minors**

All bookings with a minor are subject to review and approval by the Tour Operator. The accompanying adult is responsible for securing any necessary consents, documentation, and ensuring compliance with all legal requirements for travel, entry, and departure from applicable countries and regions. Any fees, damages, or losses incurred due to failure to secure necessary consents, permits, and approvals shall not be the responsibility of the Tour Operator.

Each adult accompanying minors on a booking is jointly and severally responsible for the behavior, welfare, supervision, and monitoring of such minors and accepts these Terms on behalf of the minors. The Tour Operator does not offer care services for minors and explicitly denies any responsibility for supervising or controlling minors.

### ***PRICES, SURCHARGES AND TAXES 31.1***

The advertised price of Tours includes applicable taxes and will not be increased by the Tour Operator after full payment has been received. The Tour Operator reserves the right to modify the price of unsold tours at any time and correct pricing errors in confirmed tours. In the event of confirmed tours, the Tour Operator may adjust the price to account for increases that are a direct result of changes in.

(a) Changes in the cost of fuel or other energy sources that affect the cost of transporting passengers;

(b) Increases in taxes or fees imposed by third parties not involved in the performance of the holiday, such as tourist taxes, landing taxes, or fees for embarking or disembarking at ports and airports; and

(c) Changes in exchange rates applicable to the Tour package.

These changes may include, but are not limited to, cost changes incurred by the Tour Operator's contracts with airlines, cruise ship operators, or other transportation providers. You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if the Tour Operator is able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to the Tour Operator, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice.

In the event of a reduction in the price of your holiday, a refund, if applicable, will be calculated based on the changes in the factors specified in section 32. Any such refund will be subject to an administrative fee of GBP£50 or EUR€50, as determined by the currency of your booking.



The Tour Operator cannot guarantee that price reductions will result in a refund due to contractual and other protective measures in place.

No alterations to the price of your confirmed holiday will be made within 20 days prior to your departure, and no refunds will be issued during this period.

The Tour Operator may offer promotional pricing on certain products or services. These promotions apply only to new bookings and do not apply to existing bookings for which a deposit has already been received by the Tour Operator or its authorized agent.

### ***VALIDITY OF TOURS 32.1***

The dates, itineraries, and prices of the Tours are subject to alteration at any time prior to your booking being confirmed. The current and applicable price will be quoted and confirmed at the time of your booking, and is subject to any surcharges outlined in these Terms.

It is your responsibility to stay informed on the specific details of your Tour, as well as any related products or services, by regularly checking the Tour Operator's website, including no later than 72 hours prior to departure. This is because minor modifications may have been made after the time of your booking.

### ***DEPOSITS 33.1***

Upon booking a Tour, a non-refundable deposit in the specified amount per person per Tour must be paid to the Tour Operator or its authorized agent, as specified in the email confirmation. In the case of bookings made 60 days or less prior to departure, full payment is due at the time of booking.

For certain products or services offered by the Tour Operator, including TailorMade and Day Tours, alternative deposit terms may apply. The deposit paid for TailorMade will not be considered as a Lifetime Deposit.

Full payment may be required at the time of booking for certain products or services offered by the Tour Operator. The Tour Operator will provide notification of any such requirements prior to confirming the relevant booking.

### ***DETAILS REQUIRED FOR BOOKING 34.1***

As a requirement for making a booking, you must furnish the Tour Operator with the requested information and complete the final payment. Your failure to supply the necessary information for permits or other inclusions will result in your liability for any associated costs, fees, or losses, including the inability to provide that inclusion. Should you fail to provide the necessary information as required by the Tour Operator, the Tour Operator reserves the right to deem your booking (or relevant component of your booking) as cancelled and impose any reasonable cancellation fees, as determined by the Tour Operator in its sole discretion. The information requirements for each Tour will vary and will be communicated to you or the Tour Operator's authorized agent during the booking process. The Tour Operator shall not be held accountable for any fees incurred as a result of inaccuracies, errors, omissions, late, misplaced, or otherwise incomplete information provided by you.

### ***CANCELLATION BY THE PARTICIPANT BEFORE DEPARTURE 35.1***

The Participant may cancel their booking by providing written notice to the Tour Operator. The amount of cancellation fees, if applicable, will be calculated based on the date the Tour

Operator receives written notice of cancellation and will be expressed as a percentage of the total price paid for the cancelled Tour, product, or service, excluding any insurance products.

### ***GUARANTEED DEPARTURES, CHANGES & CANCELLATION OF A TOUR BY THE TOUR OPERATOR. 36.1***

A Tour is considered guaranteed to depart when a minimum of 12 bookings secured with a valid deposit have been made. In the event that the number of bookings does not meet this minimum, the Tour Operator may offer a refund. However, the Tour Operator reserves the right to proceed with the Tour even with a lower number of participants.

The Tour Operator guarantees that all Tours with confirmed bookings and valid deposits will depart as scheduled, subject to reasonable itinerary modifications for health and safety concerns or as outlined in these Terms. This guarantee does not apply in the event of Force Majeure. Up-to-date information regarding Tours and itineraries can be obtained by visiting the Tour Operator's website or by contacting the Tour Operator directly. Please note that Tour information and departure dates displayed in brochures or other printed materials are subject to change and should not be relied upon for the purposes of this guarantee.

### ***TRAVEL DOCUMENTS 37.1***

It is the responsibility of the participant to obtain and possess all necessary travel documentation, identification, visas, permits, certificates, and insurance policies required for entry, exit, and travel to each country or region. This includes a valid passport with a validity period of at least 6 months beyond the final travel date as indicated on the itinerary. The participant assumes full responsibility for obtaining all required documentation, visas, and permits prior to the start of the tour and any associated costs incurred due to missing or insufficient documentation. The participant shall bear full responsibility for any loss or expense incurred by the Tour Operator as a direct result of their failure to secure proper travel documentation. The Tour Operator does not provide advice on travel documents and assumes no liability for errors or omissions in information provided regarding visas, vaccinations, climate, clothing, baggage, or special equipment.

### ***FLEXIBILITY & UNUSED SERVICES 38.1***

You acknowledge that the nature of adventure travel requires a certain degree of flexibility and consent to reasonable modifications made by the Tour Operator to the itinerary, products, or services. Due to unforeseeable circumstances or events beyond the control of the Tour Operator (including but not limited to acts of God, illness, mechanical failures, cancelled flights, strikes, political events, or entry/border challenges), the itinerary, mode of transportation, schedules, accommodations, activities, and amenities are subject to change without prior notice. The Tour Operator shall not be liable for any reimbursements, discounts, or refunds for services that were missed or unused after departure, unless caused by the Tour Operator's fault. This includes any instances where you are removed from the Tour due to your own negligence or breach of these Terms and Conditions.

### **ACCEPTANCE OF RISK 39.1**

You acknowledge and understand that traveling with the Tour Operator, participating in adventurous activities included in tour itineraries, and visiting foreign destinations may present potential risks to your health and safety. You acknowledge that you have considered such risks and voluntarily assume responsibility for all such risks. By traveling with the Tour Operator, you release the company from any and all claims and causes of action arising from any losses, damages, injuries, or death resulting from these inherent risks. Prior to departing on the tour, you must confirm your assumption of this responsibility by completing the Participation Waiver.

By participating in the tours, products, and services offered by the Tour Operator, you acknowledge that there is a significant degree of personal risk involved, which may vary based on the nature and location of the product or service. These risks may include but are not limited to physical activities, travel to remote locations, carriage by watercraft, extreme sports, or travel to countries with developing infrastructure. You understand that the standards of hygiene, accommodation, and transportation in certain countries may not meet the expectations of your home country or region. The Tour Operator is not responsible for providing information or guidance regarding local customs, weather conditions, safety concerns, physical challenges, or laws in effect in any location where a tour, product, or service is operated. You assume all risks associated with travel under these conditions and confirm that you have considered the potential risks, dangers, and challenges, as well as your own personal capabilities and needs, before participating.

You are required to abide by all relevant laws and regulations of all countries and regions at all times. In the event of your non-compliance with these laws and regulations or if you engage in illegal acts while on tour, or if the Tour Operator (acting reasonably) determines that your behavior poses or is likely to pose a danger, cause distress or substantial inconvenience to others, the Tour Operator may terminate your travel arrangements for any product or service immediately and at your own cost and without any liability on the part of the Tour Operator. No reimbursement, including but not limited to return travel, accommodations, meals, and other expenses, will be given for any unused or missed services or expenses incurred as a result of the termination of your travel arrangements.

You shall be liable for any expenses (including, but not limited to, repair, replacement, and cleaning fees) incurred by the Tour Operator or its suppliers as a result of property damage, destruction, or theft caused by your actions during the Tour. You agree to promptly notify a representative of the Tour Operator and relevant staff at the accommodations, transportation services, or facilities of any pre-existing damage as soon as it is discovered by you.

You hereby acknowledge your obligation to exercise due diligence and take necessary precautions for your personal safety during the Tour. This includes, but is not limited to, utilizing safety equipment in a proper manner, adhering to all health and safety signals and notices, and following all written or oral safety instructions provided by the Tour Operator or its Third-Party Suppliers. The Tour Operator and its Third-Party Suppliers shall not be held liable for any losses or damages incurred due to your failure to observe these safety obligations. You agree to promptly report any complaints to the Tour Operator by informing the tour leader, a representative of the Tour Operator, or the Tour Operator's customer service department, in order to provide the Tour Operator with the opportunity to address the issue in a timely manner. The Tour Operator will not be held liable for complaints that were not properly reported or brought to its attention and will be unable to rectify such complaints if proper notice was not provided during the Tour. Any written complaint received after the completion

of the Tour must be received by the Tour Operator within thirty (30) days from the last day of travel of the relevant booking.

#### ***OPTIONAL EXTRAS 40.1***

"Optional Services" refers to any activities, transportation, meals, products, or services that are not specifically included in the tour itinerary or price and are not considered a part of the tour. Your request for assistance from the Tour Operator's representatives in arranging, selecting, or booking Optional Services is voluntarily made by you. The Tour Operator makes no warranties and denies any liability arising from your participation in Optional Services or information provided by its representatives regarding these services. You release the Tour Operator from all claims and legal actions related to damages, loss of enjoyment, inconvenience, or injuries resulting from participation in or booking of Optional Services.

You acknowledge and accept that any loss, damage, death, personal injury, illness, emotional distress, mental suffering, psychological injury, or property damage related to Optional Services is the sole responsibility of the third party providing those services or activities.

#### ***FORCE MAJEURE 41.1***

"Force Majeure" events, including but not limited to acts of nature, acts of war, terrorism, government actions, civil unrest, and other circumstances beyond the Tour Operator's control, may affect its ability to fulfill its contractual obligations. In such cases, the Tour Operator will not be liable for any compensation or damages, as the consequences of these events could not have been avoided despite the implementation of reasonable measures. The Tour Operator's non-liability includes, but is not limited to, instances of warfare and terrorism, civil strife, labor disputes, governmental interference, political disturbances, natural disasters, disease outbreaks, and technical issues with transportation.

Due to the United Kingdom's departure from the European Union (Brexit), certain travel arrangements may be impacted. This may include changes in flight routes, port and airport access, and visa requirements for British citizens traveling within or through the EU. The Tour Operator will make every effort to keep customers informed of any confirmed bookings that are affected, however, these changes are considered as Force Majeure events and are outside of the Tour Operator's control. While alternative arrangements or refunds will be sought, the Tour Operator shall not be liable to pay compensation.

#### ***IMAGES AND MARKETING 42.1***

You agree that while participating in any Tour, images, photos or videos that may contain or feature you may be taken by other participants, the Tour Operator, or its representatives. By participating in the Tour, you grant a perpetual, royalty-free, worldwide, irrevocable license to the Tour Operator, its contractors, sub-contractors, and assigns to use and reproduce such images, photos, or videos for any purpose (including marketing, promotions, and creation of promotional materials by or with sub-licensees), in any medium, whether currently known or later developed, without further obligation or compensation payable to you.

#### ***SEVERABILITY 43.1***

If any provision of these Terms is found to be unenforceable, it will be interpreted and enforced to the extent permitted by law. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions included in these Terms.

#### ***CONTRACT PARTIES & SUCCESSORS 44.1***

These Terms will inure to the benefit of and be binding upon the parties and their respective heirs, legal and personal representatives, executors, estate trustees, successors and assigns.

***APPLICABLE LAW 45.1***

The agreement between the parties and these terms shall be governed by and construed in accordance with the laws of the United Kingdom and the parties agree to submit to the exclusive jurisdiction of the courts located in London, United Kingdom for the resolution of any disputes arising under these terms or in relation to the product.

***AMENDMENTS 46.1***

The Tour Operator reserves the right to modify these Terms at any time by posting the amended terms on its website. The revised terms will take effect ten (10) days after posting. A current copy of the Terms can be accessed at any time on the Tour Operator's website and will be provided to you upon written request. Your continued use of the Tour after the effective date of any modification to these Terms shall be deemed to constitute your acceptance of the modified terms. The Tour Operator advises you to regularly review the Terms on its website prior to travel to ensure familiarity with the most current version.

***ADDITIONAL TERMS APPLICABLE TO CERTAIN TRAVEL STYLES - FAMILY TOURS. 47.1***

The following provisions shall apply exclusively to individuals booking or participating in "Family Tours" offered by the Tour Operator:

Family Tour Eligibility: To be eligible to book a Tour designated as a "Family Tour" by the Tour Operator, the booking must include a "Family Unit." A "Family Unit" is defined as a group consisting of two or more individuals who are traveling and booking together, where at least one member is a minor under the care of at least one accompanying adult. One minor may accompany one or more adults to be considered a "Family Unit." The Tour Operator reserves the right to cancel the booking of any individual who, in the sole discretion of the Tour Operator, does not meet the requirements for a "Family Tour."

***PAYMENT DEADLINE FOR BALANCE 48.1***

In accordance with the provisions outlined in your booking summary, the final payment balance for your tour is due 16 weeks prior to departure. Failure to make timely payment may result in forfeiture of the reservation.

2 Burnett Lane, Aylesbury, Buckinghamshire, HP22 7DD. Country Of registration: Great Britain.