



RIDE EXPEDITIONS LTD

Terms & Conditions

Please ensure that you, and any other individuals in your party if making payment on their behalf, read the following Terms & Conditions carefully before making any payment, as these form your contract with Ride Expeditions Ltd and they set out our respective rights and obligations. In these Terms & Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

Ride Expeditions Ltd | Incorporated in England & Wales, Company Number: 09874731
EBENEZER HOUSE | 5A POOLE ROAD | BOURNEMOUTH | DORSET | BH2 5QJ |
UNITED KINGDOM

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

- a) He/she has read these Terms & Conditions and has the authority and does agree to be bound by them;
- b) He/she consents use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c) He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d) He/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

1. Your tour contract

1.1. The contract is between the Company and the client ("the client" and "you" in these conditions), being any person travelling or intending to travel on a tour organised by the Company including any person who is added or substituted after booking. We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description, which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury), which arises between us, must be dealt with by the Courts of England, Wales, Scotland and Northern Island only. No employee of the Company other than a director has authority to vary or omit any of these terms.
No promise of a discount or refund will be binding on us unless confirmed by us in writing.

2. To secure your booking

2.1. To secure a booking, the Company must receive payment of the minimum deposit of £500 per person, (or full payment if booking within 60 days of the start of your tour or at an earlier stage for some tours). A higher deposit will be payable if any supplier(s) requires additional payment at the time of booking / prior to balance due date.

2.2. On occasions, full payment for a service may be required at the time of booking. The applicable deposit will be confirmed at the time of booking. All clients (including anyone who is added or substituted at a later date), whether booking in person, by

telephone, via our website, by e-mail or by any other means, will be deemed to have agreed to the following conditions:

- 2.2.1.** They have read and accepted our terms and conditions, privacy policy, liability waiver and general information pages contained on our website, pre-booking emails, quotes and invoices.
 - 2.2.2.** They appreciate and accept the inherent risks involved in participating in motorcycle adventure tours, including but not limited to the hazards of travelling in remote regions of developing countries, with medical facilities and response times that are often significantly worse than those in developed countries and that by the very nature of the activities they will be exposed to an element of personal risk over and above those associated with conventional holidays. These include the risk of personal injury and death and loss of or damage to my property.
 - 2.2.3.** They do not suffer from any pre-existing medical condition or disability which may prevent them from actively participating in the tour – if any person suffers from any medical condition or disability which will or may affect their tour arrangements, you must contact the Company before making your booking as referred to in paragraph 10 below so that the Company can make an informed decision about your active participation in the tour.
 - 2.2.4.** They acknowledge that active participation of any of the Company's tours is not suitable for persons with reduced mobility.
- 2.3.** A booking is accepted and becomes definite only from the date when the Company has received the booking deposit payment from the client or their authorised booking agent and a booking confirmation and receipt is issued by the Company. It is at this point that a contract between the Company and the client comes into existence. For booking requests made via our website, any acknowledgement of your booking request we send to you in the meantime is not a confirmation of your booking. The Company or their agents reserve the right to decline any booking at their discretion.
- 2.4.** If you book via our website, we will communicate with you by email. You must accordingly check your emails on a regular basis. We may also contact you by telephone and/or post if we cannot, for whatever reason, contact you by email. Certain documents may need to be sent by post. References in these conditions to "send" and "in writing" or similar include communication by email. You should contact us by email if you need to do so for any of the reasons mentioned in these booking conditions (for example, to request an amendment).
All e-mails should be sent to info@rideexpeditions.com.
All written correspondence is to be sent to Ride Expeditions Ltd, Ebenezer House, 5A Poole Road, Bournemouth, Dorset, BH2 5QJ, United Kingdom.

3. Payment for your tour & Pricing

3.1. Payment

- 3.1.1.** The balance of all monies due, including any surcharges applicable at that time, must be received by the Company or their authorised travel agent not later than 60 days before the start of your tour. For certain tours, full payment must be received at an earlier stage before the start of your tour. You will be advised at the time of booking when this is the case. In the case of non-payment of the balance by the due date, the Company reserves the right to treat your booking as cancelled and cancellation charges will apply.
- 3.1.2.** Payment of the deposit and full amount can be made by cash, credit/debit card, or by electronic transfer into the Ride Expeditions Ltd business account.

3.2. Pricing

- 3.2.1.** We reserve the right to amend the price of unsold tours at any time and correct errors in the prices of confirmed tours. We also reserve the right to

increase the price of confirmed tours solely to allow for increases which are a direct consequence of changes in:

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

Such variations could include, but are not limited to, cost changes which are part of our contracts with other transport 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 tour (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another tour if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any 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. 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 the price of your tour go down due to the changes mentioned above, then you will be entitled to a refund of the difference in price, less an administration fee of £10. 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.

There will be no change made to the price of your confirmed tour within 20 days of your departure nor will refunds be paid during this period.

4. If you change your booking & transfers of booking

- 4.1.** Costs or charges incurred by us or incurred or imposed by any of our suppliers will be charged if a confirmed booking is changed or transferred to a different departure date or tour, up to 90 days prior to departure.
Thereafter all changes will be treated as cancellations and subject to the charges below.
Changes are subject to availability.
- 4.2.** If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:
 - 4.2.1.** that person is introduced by you and satisfies all the conditions applicable to the tour;
 - 4.2.2.** we are notified not less than 7 days before departure;
 - 4.2.3.** you pay any outstanding balance payment, an amendment fee of £40 per person transferring (pre-balance due date) and £100 per person transferring (post balance due date), as well as any additional fees, charges or other costs arising from the transfer; and

4.2.4. the transferee agrees to these terms & conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 5 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

5. If you cancel your booking before departure

5.1. Should the client wish to cancel, cancellation charges will be imposed. These are calculated from the day written or verbal notification is received by the Company or their authorised travel agent as a percentage of the total tour price per person cancelling, excluding any amendment charges and insurance premiums. The cancellation charges shown below are those which will apply to most tours. You will be advised at the time of booking if any of these cancellation charges differ in any way.

5.1.1. 90 days or more before tour start date -

5.1.1.1. For tours booked before 1st January 2021 - full refund (minus 2% fee for payments made by credit/debit card)

5.1.1.2. For tours booked on or after 1st January 2021 - retention of deposit

5.1.2. 61-89 days before tour start date - retention of deposit

5.1.3. 42-60 days before tour start date - retention of 50% of tour price

5.1.4. 28-41 days before tour start date - retention of 70% of tour price

5.1.5. 0-27 days before tour start date - retention of 100% tour price

5.2. It is a condition of booking with us that comprehensive travel insurance is taken out which includes cover against cancellation charges. Depending on the reason for the cancellation, you may be able to reclaim the cancellation charges (less any applicable excess) under the terms of the insurance policy. All claims must be made direct to the insurance company.

5.3. Cancellation by You due to Unavoidable & Extraordinary Circumstances:

You have the right to cancel your confirmed tour before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your destination or its immediate vicinity and significantly affecting the performance of the tour or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

This clause 5 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).

6. If you have a complaint

Should the client have a complaint about any of their tour arrangements, the client must tell the Company's representative at the time. It is only if the Company knows about problems that there will be the opportunity to put things right. Failure to complain on the spot may result in the client's ability to claim compensation, if applicable, from the Company being extinguished or at least reduced. If the client's complaint cannot be resolved on tour they should notify the Company in writing within 28 days of their return from tour.

You can access the European Commission Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

7. Passports, visas, documents and vaccinations

7.1. Clients are responsible for arranging, and must be in possession of, a valid, acceptable passport and any visas, documents and vaccination certificates required for the whole of their journey and tour. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.

Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check <https://uk.usembassy.gov>. For European tours you should obtain a completed and issued form EHIC prior to departure.

Up to date travel advice can be obtained from the Foreign, Commonwealth and Development Office, visit <https://www.gov.uk/travelaware>

Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling,

Information about these matters or related items (climate, clothing, baggage, personal gear etc.) is given in good faith but without responsibility on the part of the Company. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation or failure to comply with immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

8. Travel and cancellation insurance

8.1. Travel Insurance is mandatory for all clients whilst on a tour organised by the Company. Clients together with their personal property including baggage are at all times solely at their own risk. Clients are wholly responsible for arranging their own insurance. The Company does not arrange travel/cancellation insurance. Clients are responsible for ensuring that they have personal travel insurance with protection for the full duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with adequate and appropriate cover. Clients should ensure that there are no exclusion clauses limiting or excluding protection for the type of activities included in their tour. Cover should specifically include riding a motorcycle of the specified engine size as outlined in the tour description, both on and off road. Clients should satisfy themselves that all travel

insurance purchased meets their particular requirements and should arrange supplementary insurance if need be. Clients will be asked to provide the Company with their insurance details (insurance company name, policy number, policy wording and emergency contact phone numbers) no less than 31 days before the tour commencement date. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

9. Consumer protection

9.1. Ride Expeditions Ltd provides financial security for its package tours by way of an insurance policy held with Towergate Travel via Zurich Insurance PLC of Deutschland, Platz der Einheit 2, 60327 Frankfurt am Main, Germany, Registration number HRB 88353, under policy number REL/ZUR/22379, email: tcs@towergate.co.uk. In the event of Ride Expeditions Ltd's insolvency, protection is provided for non-flight (meaning international flights, not domestic) packages excluding pre-arranged travel to and from your destination. Please note that packages booked outside the UK are only protected when purchased directly with Ride Expeditions Ltd (ie. Not through a travel agent).

Please note that the above protection will apply to all package bookings made from Tuesday 13th October 2020 only. All package bookings made prior to Tuesday 13th October 2020 will be financially protected by Protected Trust Services of 307-315 Holdenhurst Road, Bournemouth, Dorset, BH8 8BX, United Kingdom.

10. Tour participation and client responsibility

10.1. Clients agree to accept the authority and decisions of the Company's employees, partners, tour leaders and agents whilst on tour with the Company. If in the opinion of any such person(s) or any other person in a position of authority (such as, for example, an airline pilot or hotel manager), the health, level of fitness or conduct of a client at any time before or during a tour is endangering or appears likely to endanger the health or wellbeing of the client or any third party (including any other clients of the Company) or the safe, comfortable or happy progress of the tour, the client may be excluded from all or part of the tour without refund or recompense. Where a client is excluded, the Company will have no further responsibility towards them (including any return travel arrangements) and we will not meet any expenses costs incurred as a result of the exclusion. In the case of ill health, the Company may make such arrangements as it sees fit and recover the costs thereof from the client. If a client commits an illegal act (including, for example, causing any damage) the client may be excluded from the tour and the Company shall cease to have responsibility to/for them as above. No refund will be given for any unused services. When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

10.2. If you have any medical condition or disability which may affect your active participation in your tour or the tour arrangements of any other person or have any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the proposed tour and/or

making the booking. In any event, you must give us full details at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your active participation in your tour or the tour arrangements of any other person develops after your booking has been confirmed.

11. If we change or cancel your tour

11.1. Changes:

- 11.1.1.** While the Company will do its best to operate all tours as advertised, it reserves the right to change and correct errors in any of the facilities, services, prices or itineraries described in the tour brochure and/or on our website at any time before or after your booking is confirmed.
- 11.1.2.** Most changes are minor and in such circumstances we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time to do so before your departure but we will have no liability to you. Examples of minor changes include a change of accommodation to another of the same or higher standard.
- 11.1.3.** Occasionally, we have to make a significant change. If a significant change has to be made, the Company will inform the client as soon as reasonably possible, if there is time before departure.
- 11.1.4.** A significant change is a change made before departure which we can reasonably expect to have a major effect on your tour. Significant changes are likely to include, change of departure date of tour, change to class of motorcycle used, and a major itinerary re-routing. Please note, changes of named accommodation we have booked are not significant changes unless otherwise expressly stated.

11.2. Cancellation

- 11.2.1.** We will not cancel your tour less than 8 weeks before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. We may cancel your tour before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

11.3. If we have to make a significant change or cancel your tour before departure the client will have the choice of:

- 11.3.1.** accepting the changed arrangements; or
- 11.3.2.** cancelling the tour with a full refund of all monies paid to us; or
- 11.3.3.** if available, and where we offer one, accepting an offer of an alternative tour (we will refund any price difference if the alternative is of a lower value)

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

We regret we cannot meet any visa, vaccination or similar costs in the event of any change or cancellation by us. Similarly, as you are advised only to book fully flexible connecting transport and other arrangements (such as pre or post tour accommodation) which can be cancelled or changed without charge, we cannot pay any cancellation, amendment or other charges you may incur in relation to any arrangements which you have to change or cancel as a result of any change to your tour.

12. Compensation

In addition to a full refund of all monies paid by you, we will pay you compensation in the following circumstances:

- (a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
 - (b) If we cancel your booking and no alternative arrangements are available and/or we do not offer one.
- The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

| Period before departure in which we notify you | Amount you will receive from us (per person, per booking)* |
|---|---|
| More than 56 days | nil |
| 42-55 days | £10 |
| 28-41 days | £20 |
| Less than 27 days | £40 |

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

- (a) where we make a minor change;
- (b) where we make a significant change or cancel your arrangements more than 8 weeks before departure;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your arrangements due to Force Majeure (see clause 13).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

13. Event of Force Majeure

13.1. Except where otherwise expressly stated in these Terms & Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by “Force Majeure”.

13.2. Definition of Force Majeure

For the purposes of these Terms & Conditions, Force Majeure means any event beyond our or our supplier’s control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination, pandemics or epidemics including the ongoing effects of Covid-19, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned’s control.

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

14. Our responsibility for your tour

- 14.1.** Bookings are accepted on the understanding that clients appreciate and accept the possible risks inherent in motorcycle adventure travel and that they undertake the tours in our programme at their own volition.
- 14.2.** We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package tour, as set out in your confirmation invoice. Subject to these Terms & Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package tour you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the arrangements included in this package tour.** The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Terms & Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your tour. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- 14.3.** We will not be responsible for any injury, illness, death, loss (including loss of possessions and loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: the act(s) and/or omission(s) of the client(s) affected or any member(s) of their party, or; the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable, or; 'force majeure' as defined in paragraph 13.
- 14.4. We limit the amount of compensation we may have to pay you if we are found liable under this clause:**
- 14.4.1. loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
- 14.4.2. Claims not falling under 14.4.1 above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
- 14.4.3. Claims in respect of international travel by air, sea and rail, or any stay in a hotel:**
- 14.4.3.1.** The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Paris

Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

- 14.4.3.2.** When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.
- 14.5.** We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which any supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract. Any optional excursions or activities booked during your holiday do not form part of our contract as these are all arranged for you directly by the suppliers concerned – please see paragraph 15 Optional excursions and activities below. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.
- 14.6.** The promises we make to you about the services we have agreed to provide or arrange as part of our contract – and the laws and regulations of the country in which your claim or complaint occurred – will be used as the basis for deciding whether the services in question had been properly provided. Please bear in mind that standards of, for example, safety, hygiene, and quality may vary throughout the destinations, services and transport your tour involves and may be lower than or different to those applicable in the UK. If the particular services which gave rise to the claim or complaint complied with the local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK.
- 14.7.** Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description:
- 14.7.1.** which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you, or;
 - 14.7.2.** relate to any business;
 - 14.7.3.** indirect or consequential loss of any kind
- 14.8.** You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in paragraph 6. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.
- 14.9.** Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to “unavoidable and extraordinary circumstances”, we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical

assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, “unavoidable and extraordinary circumstances” mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

15. Optional excursions and activities

15.1. We and our tour leaders may provide you with information (before departure and/or when you are on holiday) about optional activities and excursions which do not form part of your pre-booked holiday arrangements and which are available in the area you are visiting. We have no involvement in any such activities or excursions which are not run, supervised or controlled in any way by us. They are provided by local operators or other providers who are entirely independent of us and they may or may not have their own public liability insurance. They do not form any part of your contract with us even where we suggest particular operators / providers and / or assist you in booking such activities or excursions in any way. Where a tour leader collects payment for or otherwise assists in booking any such activity or excursion for you, we and the tour leader act solely as booking agent for the local operator / provider of the activity or excursion with whom you will have a contract. The local operator / provider’s terms and conditions will apply. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in Clause 14 of our terms & conditions will not apply to them.

15.2. We do not guarantee that any optional activity or excursion mentioned in our brochure, on our website or elsewhere will be available to book during your holiday and / or will operate as advertised as these services do not form part of our contract and are not under our control. They may not be available for various reasons. Any prices given in advance are indicative only. We will not be liable if you cannot, for whatever reason, book any such activity or excursion or if the activity or excursion does not operate as advertised.

16. Prompt Assistance

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

17. Website / Advertising material accuracy

17.1. The information contained on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen tour (including the price) with us at the time of booking.

18. Foreign, Commonwealth and Development Office Advice

- 18.1.** You are responsible for making yourself aware of the Foreign, Commonwealth and Development Office (FCDO) advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the FCDO to avoid or leave a particular country may constitute Force Majeure. (See clause 13).

Please ensure that you have read and understood all the information in our booking pack, and/or the website, regarding the style of our tours, and other travel information.