

BOOKING CONDITIONS – PROJECT INDIA 2009

Your Contract is with Adventure Lifesigns Limited, registered number 4091767, registered office address at 73 High Street, Aldershot, Hampshire. GU11 1BY

1. Your Contract

When you (the Explorer or the Parent or legal Guardian where the Explorer is under the age of 18 at any time during the Contract) make a booking you guarantee that you have the authority to accept and do accept the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. Please check its contents carefully and, in the event of a discrepancy, contact us immediately. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts.

You confirm that the application form has been completed fully and accurately and you will inform Adventure Lifesigns in writing as soon as possible, and at the latest 60 days before the Departure Date if any of the details provided on the application form have changed.

If any of these bookings Conditions is found by any Court or other competent authority to be wholly or partly unfair or unenforceable the validity of the rest of the Booking Conditions and the rest of the Condition in question shall not be affected and shall remain valid and enforceable to the extent permitted by law.

These conditions are prepared many months before the Programmes commence and although every effort is made to ensure complete accuracy, it is inevitable that some of the prices or details may have changed since the brochure containing the expedition details was printed. We will inform you prior to entering into the Contract, of any changes that we are aware of.

A person who is not a party to the Contract or these Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

No employee of the company other than a director has authority to vary or omit any of these terms or promise any discount or refund.

2. Your Financial Protection

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the Expedition booked from this brochure and for your repatriation in the event of our insolvency. We provide this security by way of a bond held by the Civil Aviation Authority under ATOL number 9303. For further information, visit the ATOL website at www.atol.org.uk.

3. Your Expedition Price

- 1) We reserve the right to alter the price of the Expedition. You will be advised of the current price of the Expedition that you wish to book before your contract is confirmed.
- 2) When you make your booking you must pay a deposit of £200.00 per person. You must pay the second payment of £300.00 at least 6 months before the departure date. The balance of the price must be paid at least 60 days before your departure date. If the deposit, instalments and/or balance are not paid in time, we shall cancel your arrangements. If the balance is not paid in time we shall retain your deposit and instalments.
- 3) 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 arrangements may change after you have booked. However 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 arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your arrangements, you will have the option of accepting a change to another Expedition if we are 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, except for any amendment charges.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

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

4. If You Change Your Booking

We start to incur costs from the moment you make your booking. If, after our confirmation invoice has been issued, you wish to change your arrangements in any way, we will do our utmost to make these changes but it may not always be

possible. Any request for changes to be made must be in writing from the person who made the booking. You will be asked to pay an administration charge of £100.00, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

Note: **Certain travel arrangements (e.g. Apex Tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.**

5. **If You Cancel Your Expedition**

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking must be received at our offices. Since we incur costs in cancelling your Expedition arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below:

Month	Payments	Event	Amount Refundable	Remarks
1 – September 08	£200	Team forms	Non-refundable	Insurance paid Flight deposit
2			Non-refundable	
3			Non-refundable	
4 – February 09	£300	EST	£180	£100 for EST training
5			£160	
6			£140	
7 – May 09	£1100	Flights paid	By agreement	
8			By agreement	
9		Teams departs	By agreement	

Note: **If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.**

6. **If We Change or Cancel Your Expedition**

It is unlikely that we will have to make any changes to your arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your Expedition arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. We also reserve the right at any time prior to the Departure Date without prior consultation with you to notify you in writing that Expedition will be merged with one or more other Expeditions and may result in a change to the planned destination. However, we will not cancel your arrangements less than 8 weeks before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. If we are unable to provide the booked arrangements, you can either have a refund of all monies paid or accept an offer of alternative arrangements of comparable standard from us; if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your arrangements for reasons other than *force majeure*, we will pay to you compensation as set out in the table below.

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows:

British Airways	Emirates
Qatar Airways	Gulf Air
Virgin Atlantic	Air India

Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.

If we make a major change to your Expedition, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your arrangements and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of *force majeure*, we will pay compensation as detailed below:

IF WE MAKE A MAJOR CHANGE TO OR CANCEL YOUR HOLIDAY

<i>Period before departure within which notice of Cancellation or major change is notified to you</i>	<i>Amount you will receive from us</i>
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More than 42 days	£ Nil
41 - 28 days	£20.00
27-14 days	£30.00
13 days- date of travel	£40.00

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Force Majeure: This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, epidemics or health risks, closed or congested airports, ports or stations, changes imposed by re-scheduling or cancellation of transport by the transport supplier such as flights by airlines or main charterer, the alteration of transport or transport types, adverse weather conditions (actual or threatened), avalanche and technical failure with transport.

7. **If You Have A Complaint**

If you have a problem during your Expedition, please inform the Expedition Leader immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at The Granary, Shoelands Farm, Puttenham, Surrey, GU10 1HL, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form whilst on Expedition.

If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract as you will have failed to have mitigated (minimised) your losses and will be unable to recover compensation for this element subsequently.

8. **Our Liability to You**

Our obligations and those of our suppliers providing any service or facility included in your Expedition are to take reasonable skill and care to arrange for the provision of such services and facilities and where we or our supplier is actually providing the service or facility, to provide them and to do so with reasonable skill and care.

You should be aware that standards including safety and hygiene may be lower than you would expect in the UK. The services provided as part of the contract we have with you will be deemed to be provided with reasonable skill and care if they comply with the local (in-country) standards where the service is delivered. If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of twice the cost of your arrangements. Our liability will also be limited in accordance with and/or in an identical manner to

- (a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- (b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices, The Granary, Shoelands Farm, Puttenham, Surrey, GU10 1HL. Telephone: 0870 979 9000.

Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. **However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us.** Your right to a refund and/or compensation from us is set out in clause 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk

9. **Passport, Visa, Immigration Requirements and Local Laws and Regulations**

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. For full information on any passport or visa requirements, see the UK Passport Office website – www.passport.gov.uk. You (the Explorer or the Parent or legal Guardian where the Explorer is under the age of 18 at any time during the Contract) are responsible for obtaining and having available the necessary documents (including but not limited to full, current and valid passport and visas for all periods, countries and territories within the Expedition) enabling you to participate in the Expedition and shall comply with all local legislation and regulations of the Countries in which the Expedition takes place (including immigration requirements, customs regulations and currency exchange). You (the Explorer or the Parent or legal Guardian where the Explorer is under the age of 18 at any time during the Contract) shall indemnify us against any loss

or expense that we may incur or suffer as a result of breach of this clause by you (the Explorer or the Parent or legal Guardian where the Explorer is under the age of 18 at any time during the Contract).

10 Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on Expedition are not part of your Expedition Arrangements provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

11 Behaviour

Whilst an Expedition is in progress, all decisions shall be made by us (or the Expedition Leader on our behalf). You shall act in accordance with all reasonable instructions from us and/or the Expedition Leader. We may withdraw you from the Programme or Expedition at any time (including during the Expedition itself) if we are of the opinion that you are likely to prejudice the good order, discipline or safety of the Expedition, including as a result of you breaking any law or regulation of any country where the Expedition takes place or you fail to adhere to the Expedition Code of Conduct provided that we exercise our discretion reasonably in this regard. In such event, you shall reimburse to us any reasonable costs, losses or expenses which we incur or suffer as a result of your behaviour. In the event of an Explorer being withdrawn from an expedition, no refunds will be given and we will not be responsible for (and you (the Explorer or the Parent or legal Guardian where the Explorer is under the age of 18 at any time during the Contract) agree to indemnify us against) any costs arising including costs of repatriation e.g. flights.

12 Health and Safety

By signing the declaration on the booking form you confirm that you (the Explorer or the Parent or legal Guardian where the Explorer is under the age of 18 at any time during the Contract) appreciate the risks involved in the Expedition and that the person undertaking the Expedition does not suffer (or has ever suffered) from any pre – existing medical condition that may actively prevent them from actively participating in the Expedition. It is your responsibility to ensure that you are medically fit enough to undertake the Expedition and to ensure that you have received the necessary inoculations and medications (and take them as prescribed by your doctor) relevant to the destination country. Unless informed otherwise in writing we will assume that you are in good health and are not aware of any reason why you may be unsuited to taking part in the Expedition. We recommend that you consult your Doctor **before making a booking** to ensure that you are medically fit and are fully aware regarding the immunizations and medical issues related to your destination country. If you have any pre-existing medical condition, illness or disability, are undergoing medical treatment or, since entering into the Contract, develop any medical condition, illness or disability or undergo any medical treatment; you will give us full particulars at the earliest opportunity and at the latest sixty (60) days before the Departure Date. If it is later discovered that a pre-existing condition was not declared within the specified time, we reserve the right to withdraw you from the Expedition without any refund.

By agreeing to these Booking Conditions, you provide your consent to us and our insurers obtaining your medical records should we consider it necessary. You will be responsible for any charges for the provision of the information. We reserve the right to inspect your vaccination book at any time and to withdraw you from the expedition in the event that you have not received and/or taken all the requisite inoculations or medication. If the information provided by you is incorrect and we discover that the correct information affects your suitability to take part in the Expedition, we may terminate the Contract and withdraw you from the Expedition without refund or recompense, including during the Expedition. In such event, you shall reimburse to us any reasonable costs, losses or expenses which we incur or suffer as a result. In the event of an Explorer being withdrawn from an expedition, no refunds will be given and we will not be responsible for (and you agree to indemnify us against) any costs arising including costs of repatriation e.g. flights.

13 Data Protection

We take full responsibility for ensuring that proper security measures are in place to protect your information. When you make a booking, you consent to all the information you provide being passed on to our suppliers, wherever they may be based.

14 Photographs

By agreeing to these terms and conditions, you consent (unless otherwise stated on your application form) to our staff taking photographs of you during the programme and that these images may be used by us for publicity purposes including, but not limited to, in brochures, websites, marketing material and in the media. This brochure is our responsibility. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.