



ALKARI ADVENTURES LTD TERMS AND CONDITIONS

IMPORTANT TO NOTE

Please read these booking conditions carefully, they form an important part of the contract for your holiday.

All holidays advertised in our brochures and on our website are operated by Alkari Adventures Ltd. Registered number 09669345 (hereinafter called 'the Company', 'we', 'us' or 'our'), and are sold subject to the following conditions:

Insurance.

Please Note: Adequate and valid travel insurance is compulsory for all travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance for your booking by the date of departure. We recommend that you take out insurance as soon as your booking is confirmed.

It is a condition of our accepting your booking that you have in your possession a valid EHIC. (European Health Insurance Card) and that you keep the card with you at all times while on your holiday.

1. Your Financial Protection

We are fully insured with a holiday Operators insurance product from Holiday Indemnity Ltd.

We do not accept payment for any flight or other travel arrangements. You must arrange and pay for your own flights with a reputable and bonded airline.

Any transport provided by us is on a complimentary basis and as a courtesy.

2. How to Book

To make a booking you can contact us in several ways: directly over the telephone, via our website WWW.ALKARI.CO.UK ('Website') or in person. The person making the booking (the 'lead name') must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party. Whether you book alone or as a group, we will only deal with the lead name in all subsequent correspondence, including changes, amendments and cancellations. The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.

For all holidays you will need to pay a deposit to us at the time of booking of at least 20% of your selected holiday (minimum £50 or equivalent). You may also be required to pay for any non-transferable and non-refundable items such as National Park entrance fees and Permits. We will then invoice you for the remainder of the cost due before your



holiday, which you must pay not later than 31 days before departure. In certain cases we may request full payment more than 31 days before departure where, for example. If you book less than 31 days before departure, full payment must be made on booking. If you do not pay the balance by the due date your booking will be cancelled and you will forfeit your deposit plus any other relevant charges.

Please note that all payments made on a credit card (whether deposits, part payments or final balances) will be subject to a credit card fee of 2% (inc. VAT).

If we accept your booking, we will issue a Confirmation Invoice. A contract will exist between us from the date we issue the Confirmation Invoice or if you book within 7 days of departure the contract will exist when we accept your payment. When you receive the Confirmation Invoice please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability for any losses incurred. Travel documents will be sent or emailed to you approximately 2-3 weeks before the departure of your holiday, and will not be issued unless payment of the due balance has been received and any cheques have cleared. If you live outside the UK we will email any trip information documents. If requested in the trip information documents you must reconfirm the reservations, timings and check-in details of your flight with the airline concerned at least 72 hours before departure. This applies to your outward flight and to your return flight. If you miss a flight or suffer any disruption as a result of not following our instructions as to reconfirmation we will have no liability to you.

Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip.

4. All communications relating to this contract (in particular any requests to cancel or amend your holiday arrangements) must be from the Lead Name in writing and in English by email

5. If we Change or Cancel your Booking.

We reserve the right to cancel your booking or change any of the facilities, services or prices described in our brochures or website. We will endeavour to advise you of any changes known at the time of booking.

We plan the arrangements for your holiday many months in advance and may occasionally have to make changes, most of which are minor. Your Itinerary will show the latest planned timings. As you are responsible for making flight arrangements, we will not accept any liability for losses resulting in flight changes or cancellations. If a major change becomes necessary, we will advise you of the change as soon as possible. Whether a change is 'major' depends on the nature of the holiday and may include: a change in accommodation to that of a lower category. When a major change occurs, you will have the choice of either:

(a) accepting the change; or

(b) accepting a replacement holiday from us of equivalent or similar standard and price (at the date of the change), if we are able to offer you one; or



(c) cancelling your holiday, in which case you shall receive a full refund of all monies paid.

We may also have to cancel your holiday arrangements. Operation of all holidays is dependent on a minimum number of persons booking the holiday. If that number is not achieved, we reserve the right to cancel the holiday. However we will not cancel your holiday less than 4 weeks before the scheduled departure date except for reasons of force majeure (as defined below) or failure on your part to pay the deposit and/or final balance, or any other reason beyond our control. Where we cancel your booking where you are not in breach of these booking conditions and other than for reasons of force majeure, we will offer you either a refund of the monies received by us in respect of the booking, or offer you, if available, a replacement holiday from us of equivalent or similar standard and price (at the date of the change). If we are forced to cancel your holiday after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

Where we make a major change to or cancel your holiday (where you are not in breach of these booking conditions), except where a major change or cancellation arises from circumstances amounting to force majeure, consolidation due to minimum numbers not being attained, failure on your part to pay the deposit and/or final balance, or for any other reason beyond our control, we will pay you, as a minimum, compensation as detailed below. Any compensation payable will be on these scales, based on how many days before your booked holiday departure we tell you of a major change or cancellation:

Period before scheduled departure date when we notify you of a major change or cancellation	Compensation payable per person
Before balance due date	Nil
Between balance due date and 14 days before departure date (inclusive)	£20.00
Between 13 days and the date of departure date (inclusive)	£30.00

This standard compensation payment will not affect your statutory or other legal rights. We will only make one compensation payment for each full-fare-paying adult in the holiday booking. Any children not paying the full adult fare will receive 50% of these amounts. Children using a free child place will not receive any standard compensation payment.

We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements.

Circumstances amounting to "force majeure" include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such



as (by way of example and not by way of limitation) war, threat of war, riots, civil disturbances, industrial disputes, actual or threatened terrorist activity and its consequences, natural or nuclear disasters, fire, epidemics, health risks and pandemics, acts of God, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, closed or congested airports or ports, hurricanes and other actual or potential adverse weather conditions, and any other similar events.

Under European law (European Community Regulation (EC) No. 261/2004), you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation of and delays to flights. Full details of these rights are publicised at EU airports and are also available from affected airlines. However, you should note that reimbursement of the cost of a flight that forms part of your holiday is the responsibility of your holiday airline and will not automatically entitle you to reimbursement of the cost of your holiday from us. Your right to a refund and/or compensation from us is set out in this section 5. 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 Aviation Consumer Advocacy Panel on 020 7453 6888 or at www.caa.co.uk.

6. Our Liability, Conditions of Carriage & Limitations

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

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements. Our liability in all cases will be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and any relevant international convention as detailed below. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

We shall have no liability where the cause of the failure to provide, or failure in, your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your holiday and is unforeseeable or unavoidable, or is attributable to our employees, agents, subcontractors and suppliers and their staff whilst acting outside the scope of their employment, or is due to information, however obtained, from outside sources such as independent third party websites, or is due to unusual or 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 neither we, nor our agents or suppliers could have foreseen or forestalled.



If any international convention applies to, or governs, any of the services or facilities included in your holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include, without limitation: in respect of international air travel, the Warsaw Convention 1929 (as amended) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss or damage.

If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased overseas your claim should be directed to the activity provider and not to us. However, should you or any member of your party by misadventure suffer illness, injury or death during the period of your holiday from an activity which does not form part of the arrangements made by us or an excursion purchased through us, we shall, where appropriate and subject to our absolute discretion, try to help if we can.

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

We may operate trips in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those you normally expect. Your booking is accepted on the understanding that you realise the hazards involved in this kind of holiday, including injury, disease, loss or damage to property, inconvenience and discomfort. The whole philosophy of this type of travel is one that allows alternatives and a substantial degree of on-trip flexibility. The outline itineraries given for each holiday must therefore be taken as an indication of what each group should accomplish, and not as a contractual obligation on our part. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances. Pro rata refunds will be given for services not utilised wherever possible.



Please be assured that our service providers will always do the utmost to ensure your safety and well-being when on holiday. On certain holidays on which our local service providers will on day 1 of the holiday ask you to sign an 'Acceptance of Risk' form prior to accepting your participation on the holiday. The purpose of the form is to make you aware of the risks and dangers involved with travelling in these areas, and for you to agree that the service provider and the Company shall not be responsible for any claims made by you for incidents arising due to circumstances outside the service provider's and the Company's reasonable control. Where this is the case details are outlined in the Trip Notes and you may request a copy of the applicable form by contacting us. Please note that the timings of air, sea, road or rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time.

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

Flight Notice, Flight Information & EU Blacklist

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

Air carrier liability for passengers & their baggage:

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montréal Convention.

Compensation in the case of death or injury: There are no financial limits to the liability for passenger injury or death. For damages up to 113,100 Special Drawing Rights ("SDRs") the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments: If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs.

Passenger delays: In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,694 SDRs.

Baggage delays: In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,131 SDRs.

Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to 1,131 SDRs. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

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



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

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

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

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

In accordance with European Community Regulation (EC) No. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the European Community. The Community list is available for inspection at <http://ec.europa.eu/transport/modes/air/safety/air-ban/>.

7. Complaints

If you have a complaint about your arrangements whilst away, you must immediately notify our local representative or your Group Leader and the relevant supplier of the service. If you are not happy with their action in response please follow this up within 35 days of your return home by emailing us at info@alkari.co.uk giving your booking reference and all relevant information. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days.

8. Details of Insurance

Adequate and valid travel insurance is mandatory for all clients while on one of our holidays. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives on whom your trip may depend. You are required to carry proof of insurance with you and produce it if reasonably requested by Company employees or suppliers; failure to do so may result in your being prevented from certain participating in certain activities without the right to any refund.

9. Visa, Health, Passport, Travel Documentation

Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you should check with the appropriate embassy, consulate or the British Foreign and Commonwealth Office for the exact requirements for your chosen holiday and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you purchase from us. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your



travel arrangements. In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are travelling. The lead name is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your passport office or the consulate in question if you have any queries. Clients travelling overland to certain destinations may need to also pass through controls of other countries en-route so this should be allowed for with any passport/visa applications. When travelling to the U.S. you must have the correct passport to travel on the Visa Waiver Programme or have obtained the correct visa, valid for your stay. Each person wishing to visit the U.S. must have either: i) an e-passport (if your passport is issued after 26 October 2006), or a machine readable passport (containing a digital photograph) if your passport is issued after the 26 October 2005 and a Visa Waiver Form or ii) a valid passport and a valid visa which must be obtained before travel from the U.S. authorities. The U.S. authorities require passengers travelling to the U.S. under the Visa Waiver Programme to register on the Electronic System for Travel Authorisation (ESTA). If you have not applied for and received travel authorisation via ESTA prior to travel you may be denied boarding, experience delayed processing, or be denied admission at the U.S. port of entry. However, neither possession of a visa nor meeting the basic requirements for travelling visa-free on the Visa Waiver Programme guarantees admission to the U.S. As with most countries, the final decision is made by immigration officials at the port of entry. You can apply online by completing the application form at <https://esta.cbp.dhs.gov> and paying a fee. If you are refused boarding or denied admission at the U.S. port of entry, you will still be subject to our cancellation charges in accordance with the terms of our contract with you. For additional specifics about the Visa Waiver Programme please consult the Visa Waiver Programme information on the U.S. Embassy London website www.usembassy.org.uk. We recommend that you carry your ESTA approval with you when you travel and recommend you register at least 72 hours before departure. Please Note: when you register for ESTA you must have a valid passport at the time of registration. If you have applied for a post dated passport (for example to reflect a change in name) this passport will not be valid until the effective date noted in the passport. Children and minors wanting to travel with a Visa Waiver Form must hold their own machine readable passport or e-passport. Please note that the nationals of some countries can only travel to the U.S. if they have a valid visa as they are not eligible for the Visa Waiver Programme. The Cuban authorities require proof of valid medical insurance before allowing visitors to gain entry to the country. It is essential that you have a copy of a valid travel insurance policy, insurance certificate or other suitable evidence in your possession on arrival in Cuba. Please ensure that you keep the policy documents easily to hand upon arrival. U.S. residents visiting Cuba must ensure that any medical insurance policy that they purchase covers them for travel to Cuba. Please note that for some trips we need to request special permits, and as such we will require your passport details prior to accepting your booking. Furthermore, if you renew your passport after you have booked, you may be required to take your old passport with you to maintain the validity of the permit.



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

When assessing whether holidays or expeditions will operate we use information from our local offices in conjunction with advice from the British Foreign and Commonwealth Office and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies. Check the UK Government departments' website at <https://www.gov.uk/browse/abroad> for advice and the latest information about passports, travel and living abroad, including without limitation foreign travel advice to specific countries.

10. Local Laws & Customs

Laws and customs of the country/ies you visit can be very different to those in the UK. Be aware of your actions to ensure that they do not offend, especially if you intend to visit religious areas. There may be serious penalties for doing something that might not be illegal in the UK. You are strongly advised to check with the appropriate embassy, consulate or British and Commonwealth Office or <https://www.gov.uk/foreign-travel-advice> for further information regarding local laws and customs of the country/ies you plan to visit. It is your responsibility to familiarise yourself with, and respect local laws and customs. If you fail to do so, we will have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements.

11. Privacy Policy

Alkari's Privacy Policy sets out what information we collect, how we collect it and what we do with it. Our Privacy Policy applies to you and is available on our website and through other channels. In all your dealings with us you must ensure that others you represent are aware of the content of our Privacy Policy and consent to your acting on their behalf.

INFORMATION ABOUT YOU

Your Information

This refers to a combination of information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including your social preferences, interests and activities and any information about other persons you represent (such as those on your booking). Your information is collected when you request information from us, contact us (and vice versa), make a booking, use our website(s)/apps, link to or from our website(s)/apps, connect with us via social media and any other engagement we or our business partners have with you.

We will update your information whenever we can to keep it current, accurate and complete.

Our use of your Information



1. For the purpose of providing you with our services, including your flight, holiday, security, incident/accident management or insurance, etc., we may disclose and process your information outside the UK/EEA. In order for you to travel abroad, it may be mandatory (as required by government authorities at the point(s) of departure and/or destination) to disclose and process your information for immigration, border control, security and anti-terrorism purposes, or any other purposes which they determine appropriate. Some countries will only permit travel if you provide your advance passenger data (for example Caricom API and US secure flight data). These requirements may differ depending on your destination and you are advised to check. Even if not mandatory, we may exercise our discretion to assist where appropriate.
2. We may collect and process your information for the purposes set out below and in our registration with the Office of the Information Commissioner, and disclose the same to our group companies for business purposes and also to companies and our service providers who act as “data processors” on our behalf, or to credit and fraud agencies (some of whom are located outside the UK/EEA). These purposes include administration, service, quality and improvement-related activities, customer care, product innovation and choice, business management, operation and efficiencies, re-organisation/structuring/sale of our business (or group companies), risk assessment/management, security, fraud and crime prevention/detection, monitoring, research and analysis, social media, reviews, advertising and marketing, loyalty programmes, profiling customer purchasing preferences, activities and trends, dispute resolution/litigation, credit checking and debt collection.
3. Information (such as health or religion) may be considered “sensitive personal data” under the Data Protection Act 1998. We collect it to provide you with our services, cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data on the condition that we have your positive consent. By booking with us you also agree for your insurers, their agents and medical staff to exchange relevant information and sensitive personal data with us in circumstances where we/they need to act on your behalf or in the interest of passengers or in an emergency.

If you do not agree to Our use of Your information above, we cannot engage/do business with you or accept your booking.

Marketing Material

1. Using your information, we may from time to time contact you with or make available to you (directly or indirectly) information on offers of goods and services, brochures, new products, forthcoming events or competitions from our holiday divisions and our group companies. We will tailor the information you receive or see; this will enable us to make available to you more personalised and relevant communications. We may use innovative technologies and work with business partners to achieve this.
2. We will assume you agree to email when you make an e-booking or provide us with your email in other situations such as in-store, competitions, promotions, prize draws and social media.
3. If you do not wish to receive such information or would like to change your preference, please refer to point (2) of “Your Rights” below.

Your Rights

1. On completing our Data Subject Access Request form, you are entitled to a copy of the information we hold about you (for a £10 fee) and to correct any inaccuracies.



2. You have the right to ask in writing not to receive direct marketing material from us. If available, you can amend your previous preference on our website(s), use our “unsubscribe email”, opt-out of personalised emails or refer to our literature containing instructions. Once properly notified by you, we will take steps to stop using your information in this way.

Foreign Controls

Outside the European Economic Area (EEA), data protection controls may not be as strong as the legal requirements in this country.

USE OF TOOLS/"COOKIES" AND LINKS TO OTHER WEBSITES

If our contact and dealing with you is via our website(s) or other e-platforms where our advertising is displayed, cookies may be used. To find out more about the types of cookies on our website(s), how we use cookies, to disable them or to change your preference and more, please refer to the information provided on our website(s). Other e-platforms may have different options and instructions. By using our website(s), you consent to our use of cookies.

Our website(s) may contain links to third party websites or micro-sites not controlled or owned by us. For example, reference sites or ancillary products and services sites or websites owned by our sister companies. It is your responsibility to check the status of these sites before using them. Please read their applicable terms and conditions, etc. carefully.

MONITORING

To ensure that we carry out your instructions accurately, improve our service and for security and fraud, we may review, monitor and/or record: (1) telephone calls; (2) activities using CCTV in and around our premises; (3) transactions and activities at all points of contact; and (4) web, social media and app traffic, activities, etc. All recordings and derivative materials are and shall remain our sole property.

SECURITY STATEMENT

We have taken all reasonable steps and have in place appropriate security measures to protect your information.

CHANGES TO THIS POLICY

Any changes to this Policy will be either posted on our website, brochure and/or made available on request.

DATA NOTICES

-Customer Data: To provide your holiday and ensure that it runs smoothly, we (and your travel agent, if you use one) need to use information such as your name and address, special needs, dietary requirements, etc. Please be informed that we must pass it to suppliers of your travel arrangements, including airlines, hotels and transport companies; we may also supply it to security or credit checking companies, and to public authorities such as customs and immigration. When you make this booking, you consent to this information being passed to the relevant people. Information held by your travel agent is subject to that company’s own data protection policy.



Any likeness or image of you secured or taken on any of our holidays may be used by the Company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the Internet.

12. Leader Authority & Behaviour

On an active group holiday it is necessary that you abide by the authority of the leader, who represents the Company. If you commit any illegal act when on the holiday or if in our reasonable opinion or the reasonable opinion of the leader or another person in authority your behaviour is disruptive, threatening or abusive, causes unnecessary inconvenience or is causing or likely to cause damage to property, danger, distress or upset, disturbance or annoyance to others or puts any other traveller or our staff in any risk or danger, on the telephone, in writing or in person, we may terminate your travel arrangements without any liability on our part.

If you are refused carriage because of your behaviour, or you are under the influence of alcohol or drugs, your airline may pass on your details and date of refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets. In any of these circumstances, no refunds or compensation will be paid to you and we may make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result of your behaviour including but not limited to (i) repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting the aircraft or ferry to remove you. Criminal proceedings may also be instigated.

If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the holiday, you must advise us of this at the time of booking.

For the purpose of this section, reference to "you" or "your" includes any person in your party.

13. Your Accommodation

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

14. Trip Notes

If we issue detailed trip notes for your booking these trip notes and all the information contained therein will be deemed to be part of the contract. Trip notes available from our website contain up-to-date definitive information about the itinerary and travel arrangements. Should there be a discrepancy between the information in the brochure or website and the trip notes, the information in the trip notes supersedes that in the brochure or on the website and will be considered the most up-to-date and accurate.

15. Special Requests

We will consider special requests such as dietary requirements or specific rooming arrangements when you book. We will tell you whether there is a charge for the



request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing. It is your responsibility to advise us of any special requirements.

16. Participation Requirements

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen holiday as described in this brochure.

No unaccompanied minors (those under 18 years of age) can be accepted however (a) minors aged between 3 -17 years may accompany their parents on holidays designated as family adventures and (b) older teenagers may be allowed to join group holidays provided they are accompanied by a parent or guardian who accepts full responsibility for them. (c) minors aged between 10 and 17 may accompany their parents on certain holidays designated as Polar holidays.

Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the holiday. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the holiday in which case all monies paid will be forfeit.

Under European law, if you are disabled or have difficulty moving around, you can receive free assistance when you fly. Please contact us if you wish to find out more information.

17. Law & Jurisdiction

If you booked your holiday in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the Internet), this contract, and any other claim or dispute arising from or related to this contract, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Scotland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Scottish law and the courts of Scotland shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Northern Ireland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it.