

THE DIFFERENT TRAVEL COMPANY

BOOKING TERMS & CONDITIONS

These Booking Conditions and the Essential Travel Information will form the basis of your agreement with The Different Travel Company Ltd (DTC). They apply only to arrangements which you book with Us and which We agree to make, provide or perform as applicable as part of Our agreement with you.

Definitions

The following key phrases, which are listed below in alphabetical order, have the same meaning whenever they appear and will always be shown with a capital letter so as to remind you of their importance.

ATOL – Air Travel Organisers' Licence which is issued by the Civil Aviation Authority (CAA).

DTC – The Different Travel Company.

Event - The details of the trip itself which could include flight arrangements, accommodation, Project work, trekking, cycling or similar challenge activity, food and transfers and/or a combination of all of these particulars as agreed by either DTC, the Partner or the Participant(s).

Participant(s) – An individual or individuals who pay a Registration Fee and commit to take part in the Event organised by DTC.

Partner – The charity, hospice, organisation, institution or other body that enters into an agreement to offer DTC Events to their supporters, contacts, staff and other individuals related to said body.

Project(s) – Places where volunteering is performed by the Participants, or places where charitable or not-for-profit activities can be seen in progress.

Registration Fee – An initial payment made by a Participant to DTC (usually via the Partner) to confirm their commitment to taking part in the Event.

Services – The details of the Event itself which could include flight arrangements, accommodation, Project, trekking or similar challenge activity, food and transfers and/or a combination of all of these particulars.

The Group – The combined group of participants taking part in the Event.

UK - United Kingdom.

Us/We/Our – The Different Travel Company.

1. The Projects

DTC endeavours to work only with organisations with the highest possible standards of health and safety. Some Projects are organised by well-known organisations which have been established for some time, others are arranged on an impromptu basis. DTC works with, but does not manage the Projects, does not control them and has no input into how they are run. Please note, it is the standards and requirements of the country in which the Project is provided which apply to the Services that form your contract with Us and not those of the UK. As a general rule, these standards and requirements will not be the same as the UK and may often be lower.

- a) You embark on these Projects of your own free will and the level of risk will vary depending on the Project. It is therefore the responsibility of each individual to ensure that they assess their own suitability for the Project, examining the risks, their ability to undertake such work, and taking all reasonable precautions to ensure their own safety as follows but not exclusive to:
- Follow the instructions of the Project site staff, listen carefully to safety briefings and work in a safe and responsible manner
 - Use personal protective equipment as instructed and do not abuse or misuse the materials or equipment
 - Do not, under any circumstances, go beyond any 'hazard tape' marked areas on site or anywhere else that has been discussed as out of bounds
 - Assess any task before carrying it out; think first and avoid putting yourself or others in danger
 - Ask Project site staff if you are unsure of how to complete a task or use a piece of equipment
 - Wear culturally appropriate clothing on site, and appropriate safety equipment (e.g. hard hats, work gloves etc.)
 - Work at your own pace and take breaks when necessary
 - Speak to the Project site staff about any personal concerns you have that may affect your safety at the Project
 - Prior to departure ensure that adequate travel insurance is purchased which covers all activities involved in the Project. For Events that take place in the UK, all Participants are strongly advised to arrange travel insurance but for British Citizens residing in the UK this is not mandatory. For citizens of other countries or those not residing in the UK, travel insurance for Events held in the UK is mandatory.

2. Health & Safety

DTC takes health and safety issues very seriously. To ensure the safety of our customers, DTC insists:

- All Participants understand the responsibilities they have for their own health and safety;
- All Participants participate in the Event of their volition and must ensure that they are fit and healthy enough to be participating in any activity they involve themselves with;
- All Participants complete a medical form prior to departure outlining any medical conditions they may have. If a medical condition is noted, the medical form must be signed by the Participant's general practitioner or specialist medical practitioner to confirm the medical history stated on their medical form is correct and to provide an opportunity for the practitioner to conduct a risk assessment with the Participant.
- In the event of engaging in manual tasks, all Participants are responsible for ensuring they are using appropriate equipment so as to ensure their own health and safety, such as gloves, goggles and appropriate footwear.
- All Participants are to ensure they have adequate travel insurance cover for the activities involved. For Events that take place in the UK, all Participants are strongly advised to arrange travel insurance but for British Citizens residing in the UK this is not mandatory. For citizens of other countries or those not residing in the UK, travel insurance for Events held in the UK is mandatory.

3. Payment and Confirmation

- For your booking to be confirmed, a cheque for the Registration Fee must be enclosed with your fully completed and signed booking form. If your booking is made by electronic means or you wish to pay by an alternative method outlined on the booking form (e.g. PayPal or BACS) this payment must be received by DTC or the Partner no later than 7 days after receipt of the booking form. By signing the booking form, you confirm that you agree to be bound by these Booking Conditions.
- If you book 8 weeks or less before departure, full payment should be sent to DTC with your booking form or paid within 7 days if your booking is made by electronic means or you wish to pay by an alternative method of payment (e.g. PayPal or BACS).
- Your Registration Fee is non-refundable and non-transferrable except under the terms of Section 7(c) and Section 8 below. For the avoidance of doubt, this means that if you cancel your confirmed place on an Event your Registration Fee will not be refunded and cannot be transferred for you to use on any other Event.
- If you book an extension to an Event you will be required to pay a deposit to confirm your extension arrangements and payment of balance will be due to be paid to DTC no later than 8 weeks prior to departure.

- e) On DTC's or the Partner's receipt of your completed booking form or an electronic booking and the applicable payment, DTC or the Partner as applicable will issue a confirmation notice, ATOL certificate and ATOL confirmation invoice by email. It is at the point payment is received that a binding contract comes into existence between you and DTC.
- f) Once a payment to DTC has been made, any subsequent request to have that payment refunded and to pay by an alternative means will require you to pay an administration fee of £25.
- g) DTC will provide you with final confirmation of all your Event components (hotels, local guides, UK tour manager, flight details etc.) 8 weeks prior to departure in a pre-departure information document. Flight e-tickets will be emailed to you 2 weeks before departure.
- h) The inclusions and exclusions for the tour are outlined in your trip dossier and on your ATOL confirmation invoice. If there are any fees, payments or charges to be paid separately from the tour costs either prior to departure (e.g. airport taxes) or locally (e.g. international airport departure tax) you will be made aware of this before departure and where possible, at the time of booking.
- i) The balance of your tour cost is payable no later than 8 weeks prior to departure. If the final payment is not received in full and on time, DTC will treat the booking as cancelled by you and will levy the cancellation charges set out in clause 9 below.
- j) If your participation in the Event is dependent on fundraising a specified amount of sponsorship by a set date (date and amount specified by DTC on your booking form and subsequently agreed by You by booking a place on the Event), this minimum sponsorship must be paid to the Partner (as named on the booking form) by the date specified. At this time, an invoice will be raised by DTC for the Partner to arrange payment for your travel arrangements to Us by the Partner from the sponsorship you have raised.
- k) If your participation in the Event is dependent on raising a specified amount of sponsorship by a set date (date and amount specified by DTC on your booking form and subsequently agreed by You by booking a place on the Event) and you fail to reach that amount by the set date, it is at the discretion of DTC and/or the Partner which you are fundraising for to provide you with one or more of the following options:
 - i) Ask you to pay the deficit of the minimum sponsorship yourself
 - ii) Transfer to an alternative departure to allow you more time to continue to raise the deficit funds. This will be subject to payment of a new Registration Fee. There may be a difference in the minimum sponsorship target and transfer is subject to availability.
 - iii) Any other arrangement can be made at the discretion of DTC and the Partner.
 - iv) If none of these options are available, then We will consider this a cancellation by you and will be subject to the clause set out in 9(d) below. If you are concerned about raising your minimum sponsorship you must contact DTC and the Partner to inform them as soon as possible.
- l) If participation in your Event is dependent on raising a certain percentage of the minimum sponsorship by two or more set dates (date(s) and amount specified by DTC on your booking form and subsequently agreed by You by booking a place on the Event) you are required to fulfil this requirement. A typical example is raising 80% of the minimum sponsorship prior to departure, and the further 20% within 3 months of returning from the Event. If you fail to reach either percentage by either set date DTC and the Partner will provide the following options:
 - i) Ask you to pay the deficit of the minimum sponsorship yourself
 - ii) Transfer to a later departure to allow you more time to continue to raise the deficit funds (if the departure has not already taken place)
 - iii) Any other arrangement can be made at the discretion of DTC and the Partner depending on the circumstances.
 - iv) If none of these options are available, then We will consider this a cancellation by you and will be subject to the clause set out in 9(c) below. If you are concerned about raising your minimum sponsorship you must contact DTC and the Partner to inform them as soon as possible.

4. Special Requests

Where special requests for room allocation, diet considerations etc. are required DTC must be made aware of them in writing at the time of booking or shortly afterwards, or by email. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on Our part unless the request has been specifically confirmed. If you have any medical problem or disability which may affect your chosen Event arrangements, you must give Us full details in writing at the time of booking. If We reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, We will not confirm the booking or, if full details are not given at the time of booking, cancel when We become aware of these details.

5. Your Travel Agent or Partner

Any travel agent or Partner through whom you make a booking will act to relay information from you to Us and vice versa. DTC is neither responsible for any failure by your travel agent to do this properly, or in good time, nor for any advice given to you by your travel agent or Partner that did not originate from DTC.

6. Insurance

It is a condition of your contract with Us that you take out travel insurance at the time of, prior to, or shortly after making your booking, and provide Us with the full details of your policy. DTC cannot be held responsible for any loss as a result of your failure to ensure you have purchased an adequate insurance policy or if you fail to notify your insurer of particular requirements for cover. Given the nature of Our Events, it is essential that you make a full disclosure to your travel insurance provider of the nature of your trip, and that you ensure that your policy is one that is suitable for this kind of Event, and that the cover provided is sufficient for your personal circumstances. Please note: For Events that take place in the UK, all Participants are strongly advised to arrange travel insurance but for British Citizens residing in the UK this is not mandatory. For citizens of other countries or those not residing in the UK, travel insurance for Events held in the UK is mandatory.

7. Alteration By You

- a) If you wish to make any amendments to your Event after the confirmation has been issued, you must inform Us in writing or by email and We will do Our best to implement your request. In the event that We are able to do so, an amendment fee of £25 per alteration per booking will be payable along with any costs incurred by Ourselves and any costs or charges incurred or imposed by any of Our suppliers. However, if you
 - i) change to a different departure date, tour or destination or
 - ii) make changes to your booking less than 8 weeks before departurethis will be treated as a cancellation and a new booking and you will be liable for the cancellation charges set out in clause 9.
- b) If you wish to change any aspect of your tour after it has commenced, DTC and/or Our agents will do their best to make the changes you have asked for, subject to you being responsible for any cancellation and/or retention charges that may be levied for the arrangements originally booked, for the cost of your new arrangements and for any costs incurred by DTC and/or Our agents in attempting to secure or securing any revised arrangements.
- c) If you wish to transfer your booking to another person, you may request do so provided the reason for the transfer is for personal illness, the death or serious illness of a close family member, jury service, redundancy or unavoidable work commitments not known about at the time of

booking. DTC reserves the right to request proof of these situations if it deems it appropriate. Requests for a transfer must be made in writing at least 30 days prior to departure and must be accompanied by documentary proof of the reason for the transfer (e.g. a doctor's certificate), full details of the person who will replace you, any outstanding balance due for the tour, a payment of £25 to cover Our administration costs plus such amount as Our suppliers will require to effect the change. Please note that, in some cases, suppliers such as airlines treat name changes as a cancellation, levying cancellation charges and requiring full payment for a new ticket. All these charges will be payable by you or the replacement person.

8. Alterations to and cancellations of the Event

- a) The arrangements on Our website and brochure are booked and planned many months in advance and changes may, from time to time, be necessary. DTC reserves the right to alter any of the prices, facilities or Services described in its brochure at any time before confirming a booking. Any such changes will be notified to you at the time you make your booking.
- b) We also reserve the right to make changes to and correct errors in Event details after bookings have been confirmed. We also reserve the right to cancel confirmed bookings. However, We will only cancel your confirmed booking 8 weeks or less before departure where you have failed to make full payment on time or as a result of circumstances outside Our control/*force majeure* as defined in clause 12 below. Such changes will normally be minor, but may be material – for example, but not limited to, a change of scheduled departure time by more than 12 hours, a change of airport except between airports serving the same city, a change to a lower standard of accommodation, or a radical change of itinerary.
- c) If there is a material change or a cancellation, DTC will try to inform you and the Partner as soon as practicable and will offer you the choice of:
 - i) accepting the changed arrangements or
 - ii) cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us.
 - iii) If We have to make a material change or cancel 8 weeks or less before departure, subject to the exceptions below, We will pay you the following compensation:

| Period before departure a significant change or cancellation is notified to you/your travel agent (exc. infants) | Compensation per person |
|--|-------------------------|
| More than 42 days | Nil |
| 41-28 days before departure | £20 |
| 27-14 days before departure | £30 |
| 13 days-date of travel | £40 |

- d) We will not pay you compensation where
 - i) We make a material change or cancel more than 8 weeks before departure or
 - ii) in the event that We are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond Our control, the consequences of which We could not have avoided even with all due care or
 - iii) We have to cancel because the minimum number of bookings necessary for Us to operate your Event has not been reached - in this case We will notify you at least 42 days before departure. (All group Events in the DTC brochure require a minimum number of bookings of ten persons before they will operate).
 - iv) We will not pay you compensation and the above options will not be available if We make a minor change (see (f) below) or cancel as a result of your failure to make full payment on time. We regret We cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation.
- e) Very rarely, We may be forced by *force majeure* (see clause 12) to change or terminate your arrangements after departure. If this situation does occur, We regret We will be unable to make any refunds (unless We obtain any from Our suppliers), pay you compensation or meet any costs or expenses you incur as a result.
- f) A minor change is any change that does not come within the definition of a material change set out in paragraph (b) above. Although DTC will try to notify you of minor changes, it is not obliged to do so, nor is it obliged to offer you the options above or pay you compensation.
- g) If, after you depart for the Event, it becomes apparent that a significant proportion of the arrangements you have booked cannot be provided, DTC will make suitable alternative arrangements at no extra cost to you and will, where appropriate (and provided the change in your arrangements has not been caused by *force majeure*) compensate you for the difference in value between the arrangements you should have received and the alternative arrangements made. In particular, because DTC neither owns, manages nor controls the accommodation or transportation that it uses it is possible that DTC may be advised that your reserved accommodation is not available when you arrive at your destination. In this event DTC will endeavour to secure accommodation of at least the same standard in that destination.
- h) If you request to make any alterations to the agreed Services during the Event, such as an optional excursion outside the scope of the agreed itinerary, or in the event that arrangements are made to account for circumstances relating to your preference, health or other reasons outside our control (such as if you are not able to complete the Event for any reason and alternative arrangements have to be arranged for you, such as hotel accommodation, transfers, airlifting, meals, drinks etc.) you are responsible for all associated costs which must be paid locally. You may wish to attempt to reclaim these costs from your travel insurance provider (if possible). DTC is not responsible for any costs relating to these circumstances. If DTC staff, the Partner or our local ground handlers have paid for any of these additional arrangements on your behalf to ensure your immediate safety, you are to reimburse them at the earliest opportunity after the incident while the Event is on-going, or you will be invoiced for this immediately after your arrival back into your home country, to be paid to DTC within 7 days or the date on the invoice so DTC can reimburse them accordingly. You are strongly recommended to have access to a credit card during the Event to emergency situations.

9. Cancellation By You

- a) Should you wish to cancel your place on an Event you must notify The Partner and DTC in writing or by email. Such notification will only be deemed to have been given on receipt by Us of your letter or email. Please state the reason for your cancellation as you may be covered by your insurance policy.
- b) No allowance or refund can be made for meals, rooms, excursions, flights etc., included in the price of your Event but not taken, nor can any refund be made for lost, mislaid or destroyed travel tickets or vouchers.
- c) The following charges will be made to you (as a % of total tour cost) upon your cancellation
Greater than 56 days – Loss of Registration Fee only
55-49 days before departure - 60% of tour cost balance plus loss of Registration Fee
48-42 days before departure - 70% of tour cost balance plus loss of Registration Fee
41-28 days before departure - 90% of tour cost balance plus loss of Registration Fee
Less than 28 days - 100% of tour cost balance plus loss of Registration Fee
- d) If participation in the Event is dependent on raising a specified amount of sponsorship by a set date or dates (date and amount specified by DTC on your booking form and subsequently agreed by You by booking a place on the Event), and you fail to reach that amount by the set date(s), DTC or the Partner reserve the right to treat this as a cancellation unless discretionary options set out in Clause 3(k) and 3(l) are offered.

- i) If your booking is considered a cancellation by DTC and the Partner, you must liaise with the Partner in regards to offering to repay the sponsorship to your sponsors. If your sponsors do not require the sponsorship to be returned, you must pay any sponsorship monies to the Partner and not retain it.
- ii) If your cancellation occurs after the tour costs for your place on the Event have been paid for by the Partner from your sponsorship, the remainder of the minimum sponsorship will be retained as a charitable donation by the charity Partner. If your sponsors require their sponsorship to be returned but the total amount due to be returned exceeds the charitable donation retained by the Partner you are responsible for paying this outstanding amount back to your sponsor(s) and claiming this back from your travel insurance provider (where possible).

10. Prices

- a) Prices are calculated in accordance with the foreign currency exchange rates which are reviewed annually. Once the actual price of your arrangements has been confirmed with DTC or the Partner, no amendment will be made to it unless it is to make a correction to an error, or if Our costs change as a result of an increase or decrease in transportation costs or dues, taxes or fees payable for Services such as landing taxes or embarkation or disembarkation fees at ports or airports or as a result of any changes in the exchange rates which have been used to calculate the cost of your arrangements.
- b) No price increase will be levied 56 days or less prior to departure and in any event We will absorb any increase which equals 2% or less of the cost of your travel arrangements.
- c) Only if the amount of the increase in Our costs exceeds 2% of the total cost of the Services (excluding insurance premiums and amendment charges), will We make an additional charge to you/and or The Partner for your place. If any additional charge is greater than 10% of the cost of your arrangements (excluding insurance premiums and any amendment charges), you and/or the Partner have the right to cancel your place on the Event and to receive a full refund of all monies paid to us.
- d) If an increase in operational costs beyond DTC's control occurs, DTC will notify you and/or The Partner of the cost increase and any proposed change to fees to cover the rise in costs. Any change to fees must be agreed to in advance by you and/or The Partner. This clause does not oblige you and/or The Partner to agree to any increase in fees.
- e) 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. Occasionally Our Event prices are discounted for a limited period for promotional purposes. Discounts can never be applied retrospectively to reduce the price of a confirmed booking.
- f) On occasion airport taxes are excluded from the main tour costs and are payable separately. The airport taxes are subject to change by the airline and the estimated cost provided on the booking form, which you sign and agree to, are based on the costs at the time of writing and this may increase or decrease accordingly. You will be advised on the confirmed amount 8 weeks before departure at the time of invoicing.
- g) If participation in the Event is dependent on raising a specified amount of sponsorship by a set date or dates (date and amount specified by DTC on your booking form and subsequently agreed by You by booking a place on the Event) the cost of your participation in the Event forms a part of the overall value of the sponsorship raised by you and received by the Partner. From those sponsorship sums received by the Partner, the Partner will pay Us the cost of your Services that we are agreeing to provide.

11. Your Responsibilities

You have certain responsibilities with regard to your Event booking, and these responsibilities are set out below. Subject to these booking conditions, DTC will not be liable for any loss, damage, illness, discomfort or costs of whatever kind that you may sustain as a result of failing to discharge the responsibilities described in this clause:

- a) **Visas:** General information concerning visa requirements for British citizens is set out in the information section of your trip dossier; however it is your own responsibility to contact your nearest Embassy or Consulate for accurate, up to date information. This particularly applies to Participants who are not British citizens and whom visa requirements may differ. Non-British Participants or Participants whose immediate family members have nationalities other than British may require additional documentation to support their application, may need to apply earlier than British citizens, or may need to visit the Embassy or Consulate in person to apply. On some occasions non-British citizens residing in the UK need to apply for their visa in their home country. If you are non-British or have non-British family members you must check with the nearest Consulate or Embassy for visa requirements. All clients must obtain all necessary visas and relevant documentation themselves prior to departure.
- b) **Passports:** A full passport (valid for at least 6 months beyond the end of your Event) is required for most of our Events.
- c) **Health:** You must consult your doctor or travel health professional on current vaccination recommendations as early as 6 months before you depart, but no later than 8 weeks before departure. Some general health advice for your destination can be found <http://www.fitfortravel.scot.nhs.uk> and <https://www.gov.uk/foreign-travel-advice>.
 - i) DTC requires you to complete a medical form outlining any conditions you may suffer from. If you develop any new medical condition that may affect your ability to enjoy and fully pursue the arrangements you book with Us, you must notify Us immediately. DTC reserves the right, where appropriate, to ask you to provide written certification of your medical fitness prior to departure from your general practitioner or specialist medical practitioner.
 - ii) It is your responsibility to ensure that you obtain all recommended vaccinations, take all recommended medication and follow all medical advice in relation to your Event as recommended by your general practitioner or travel health specialist.
 - iii) If it becomes clear that you have misrepresented your medical or physical fitness once you arrive in the destination country, DTC reserves the right to refuse your participation if the local guides and DTC tour manager deems that Your participation may cause risk to Your health and safety, or the health and safety of the group. Any alternative arrangements made in-country as a result of this are payable by You.
- d) **Documents:** It is your responsibility to ensure that passports, visas, vaccination certificates, travel insurance certificates and all other necessary documents are in order and, where appropriate, in your possession. 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 correct documentation. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on Us, you will be responsible for reimbursing Us accordingly within 14 days or by the date specified on your invoice (whichever is sooner). You are strongly recommended to have access to a credit card during the Event to for emergency situations.
- e) **Transportation:** It is your responsibility to ensure that you arrive in good time to board all flights or other methods of transportation. To assist you, We will notify you of the times by which you should arrive at all points of departure. If you miss a flight or other transportation We will try to arrange alternative transportation, but reserve the right to recover from you any costs We incur in making such arrangements.
- f) **Behaviour:** You must not behave in a way that may cause distress or annoyance to others or which may create the risk of danger or damage to property, to yourself, or to others. Please note that local laws may differ from that in your home country and these are the laws which will apply during the Event in respect of your behaviour. If you are subject to arrest, or are prevented from travelling at the discretion of an airline or other transport providers, or if you are evicted from a hotel at the discretion of the hotel management, DTC will not refund any portion of the cost of your Event and, if DTC incurs any expense as a result of your behaviour, you will be obliged to compensate DTC for that expense within 14 days or by the date specified on your invoice (whichever is sooner). Section 20(e) applies.

- g) **Participants aged under 18:** Participants aged under 18, hereafter named the Child, must be accompanied throughout the Event by a parent, legal guardian, or a responsible adult aged 18 or over as nominated by the parent(s) and/or legal guardian. The accompanying adult takes full responsibility for all behaviour of the Child during the Event, including, but not limited to, accompanying the Child throughout, ensuring the Child adheres to local laws, and ensuring the Child is protected as per our Child Protection policy (see (h) below and Schedule 1).
- i) If either the Child or responsible adult is not able to complete the Event for any reason and alternative arrangements have to be arranged, such as alternative hotel accommodation, transfers, airlifting, meals, drinks etc., the responsible adult and Child must remain together for these arrangements. The responsible adult is responsible for all associated costs which must be paid locally.
 - ii) If there is more than one responsible adult accompanying the Child, and the Child and/or one of the responsible adults is not able to complete the event, as above, the Child's care may be taken over by the other responsible adult.
- h) **Child protection:** By booking a place on one of our Events you are agreeing to adhere to our child protection policy (Schedule 1). Please familiarise yourself with this policy before departure.
- i) **Responsible tourism:** By booking a place on one of our Events you are agreeing to adhere to our responsible tourism policy (Schedule 2). Please familiarise yourself with this policy before departure.
- j) **Travel insurance:** It is a condition of your contract with Us that you take out travel insurance at the time of, prior to, or shortly after making your booking, and provide Us with the full details of your policy (see clause 6 above). DTC cannot be held responsible for any loss as a result of your failure to ensure you have purchased an adequate insurance policy or if you fail to notify your insurer of particular requirements for cover. Given the nature of Our Events, it is essential that you make a full disclosure to your insurance provider of the nature of your trip, and that you ensure that your policy is one that is suitable for this kind of Event, and that the cover provided is sufficient for your personal circumstances. You must take relevant details of the policy with you for the duration of the Event in the event of needing to claim. For Events that take place in the UK, all Participants are strongly advised to arrange travel insurance but for British Citizens residing in the UK this is not mandatory. For citizens of other countries or those not residing in the UK, travel insurance for Events held in the UK is mandatory.

12. Force Majeure

In these Booking Conditions, "force majeure" means any event which We or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside Our control. Except where otherwise expressly stated in these booking conditions, We regret We cannot accept liability or pay any compensation where the performance or prompt performance of Our obligations under Our agreement with you is prevented or affected by, or you otherwise suffer any damage or loss (as more fully described in clause 13(1) below) as a result of force majeure. Your personal safety during the Event is of fundamental importance to us and we will carefully monitor the safety of your destination via the Foreign and Commonwealth Office and inform you as soon as possible of any possible force majeure.

13. Our Responsibilities

- a) Our obligations, and those of Our suppliers providing any service or facility included in your Event, but unrelated to any independent activities you may wish to undertake which fall outside the inclusions of your itinerary, are to take reasonable skill and care to arrange for the provision of such Services and facilities. Where We or Our supplier is actually providing the Service or facility, our obligation is to provide them, and to do so with reasonable skill and care.
 - i) You must show that reasonable skill and care has not been used if you wish to make any claim.
 - ii) Standards of, for example, safety, hygiene and quality vary across destinations our Events are operated in. Sometimes these standards will be lower than those that would be expected to be found in the UK or your home country and local laws and/or regulations may differ.
 - iii) The Services and facilities included in your Event will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply (such as, for example, those of the Civil Aviation Authority), or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.
- b) For claims which do not involve death or personal injury, We accept, and will only have, liability, subject to paragraphs (d) and (e) below, should We or Our suppliers fail to satisfy the obligations detailed in paragraph (a) above. If We have liability, We will, subject to paragraphs (e) and (f) below, pay you compensation. The maximum amount of compensation that We will pay you in any circumstance will be a refund of your Event cost (excluding any amendment charges or insurance premiums), and a refund of any directly attributable expenses. We will use the maximum sum to assess the appropriate sum due to you in the circumstances of your particular complaint.
- c) For claims which involve death or personal injury as a result of an activity forming part of your Event, We accept, and will only have, liability subject to paragraphs (d) and (e) below should We or Our suppliers fail to satisfy the obligations detailed in paragraph (a) above. If We have liability, We will, subject to paragraphs (e) and (f) below, pay you reasonable compensation.
- d) We have liability in accordance with paragraphs (b) and (c) above and subject to paragraphs (e) and (f) below except where the cause of the failure to provide, or failure in, your Event or any death or personal injury you may suffer is not due to any fault on Our part or that of Our suppliers, agents or servants, because it is either attributable to you, or attributable to someone unconnected with your Event and is unforeseeable or unavoidable, 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 servants, agents or suppliers could have foreseen or forestalled.
- e) If any international convention applies to or governs any of the Services or facilities included in your Event 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: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) 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 Event.
- f) Where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation under the Denied Boarding Regulations 2004, then you are obliged to claim the appropriate sums pursuant to those Regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions. If, for any reason, you do not claim against the carrier and make a claim for compensation from Us, We will not consider your claim until such time as you have made a complete assignment to Us of any rights you have against the carrier.
- g) You must, if We are adjudged to have, or if We accept, liability for a claim that you make, assign to Us any rights that you may have against any of Our servants, agents or suppliers who are in any way responsible for the failure of your Event or any death or personal

injury you may suffer. You must also co-operate with Us in any claim We choose to bring against any third party that We, in Our discretion, deem to be so responsible.

- h) We will not accept responsibility for Services or facilities which do not form part of Our agreement or where they are not advertised in Our brochure. For example any excursions you chose to undertake whilst using free time before, during, or after the Event, or any other service or facility which any supplier agrees to provide for you.
- i) This clause 13 is intended to set out Our obligations to you as an organiser under the Package Travel, Package Holidays and Package Tours Regulations 1992. We will not accept any further or different liability than these Regulations impose. In addition, regardless of any contrary representations made by Us, We only promise to use reasonable skill and care as set out above and We do not have any further or different liability to you.
- j) You must tell Us and the supplier concerned about your claim or complaint as set out in clause 15 below. If asked to do so, you must transfer to Us or Our insurers any rights you have against whoever is responsible for your claim or complaint and provide Ourselves and Our insurers with all co-operation and assistance that may be reasonably required.
- k) We do not accept liability for
 - i) any damage, loss, expense or other sum(s) of any description which, based on the information you gave Us at the time of booking, We could not have foreseen you would suffer or incur if We breached Our contract with you;
 - ii) any business losses.
- l) We hold Public Liability Insurance renewed annually and up to £10,000,000.

14. Transportation

Air, rail, road and other departure times are supplied by the carriers. They are subject to, inter alia, air traffic control restrictions, weather conditions, the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that departures will take place at the times shown either in this brochure or on your tickets. The timings are estimates only.

- a) DTC does not have any liability to you for any delays that may arise. Further, your dealings with all carriers are subject to the conditions of carriage of the carrier, some of which may limit or exclude liability.
- b) We are not always in a position at the time of booking to confirm the carrier(s), aircraft type and flight timings which will be used in connection with your flight. Where We are only able to inform you of the likely carrier(s) at the time of booking, We shall inform you of the identity of the actual carrier(s) or any change in the identity of the actual carrier(s) as soon as We become aware of this.
- c) The carrier(s), flight timings and types of aircraft shown in the brochure and detailed on your confirmation are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be emailed to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times, destination, dates and spelling of names.
- d) It is possible that flight times may be changed even after tickets have been issued - We will contact you as soon as possible if this occurs.
- e) Any change in the identity of the carrier(s), flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying Our normal charges.
- f) Any changes requested by you, such as to alter the spelling of a name you incorrectly submitted to us, to change flight dates or times or other arrangements, are subject to an administration fee of £25 plus any airline-imposed fees.
- g) Please note the existence of a "Community list" (available for inspection at http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm) detailing air carriers that are subject to an operating ban with the EU Community.
- h) Under EU Law, you have rights in some circumstances to refunds and/or compensation from the 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. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of the price of your arrangements from Us. Your rights to a refund and/or compensation from Us are set out in clause 8 above. If the airline does not comply with these rules you should complain to the UK Civil Aviation Authority (CAA) <http://www.caa.co.uk>.

15. Complaints and Problems

If you have a complaint about any of the Services or facilities provided in connection with your Event arrangements booked with DTC, you must tell DTC's tour manager or local representative or agent on site immediately. If this is not possible, you should use the DTC emergency contact telephone number with which you will be supplied before your departure. That number will put you in contact with one of Our employees who will take all reasonable steps to help you. It is only if you do this that DTC has the opportunity to put matters right on the spot. If you fail to do this, any right to compensation, which you may have, will be extinguished or reduced.

16. Arbitration

We realise that sometimes problems do arise. If you have a complaint please write to Us within 28 days of your return to the United Kingdom or home country. Your complaint will be investigated and a full reply sent to you as soon as possible. As Our investigations often involve obtaining information from overseas, it may take a few weeks. In the unlikely event that We do not reach an amicable settlement, the dispute, if you so wish, may be referred to arbitration.

17. Tour Inclusions and Exclusions

- a) What the price includes (unless otherwise stated)
 - i) Economy class seats on international/domestic flights where shown.
 - ii) Airport taxes and fuel surcharges unless otherwise stated.
 - iii) Standard class on rail, road and other transportation as described in Our brochure/on Our website.
 - iv) In-flight meals and/or refreshments according to the airline used.
 - v) Meals as described in the itinerary.
 - vi) A reasonable luggage allowance (usually 23kg unless otherwise stated).
 - vii) Transfers between the appropriate overseas airports/stations/ports and your hotels as specified in your itinerary and unless otherwise stated.
 - viii) Twin-sharing accommodation with private bath or shower and toilet in each room, where available.
 - ix) Services of Our local representatives / tour managers as applicable.
 - x) Excursions and tours where specifically detailed.
 - xi) Itinerary as stated, subject to changes in the event of local bureaucracy, meteorological factors, the fitness of the group, political issues, landslides and other natural disaster and so on.
 - xii) And other as specified on your trip confirmation documents
- b) What the price excludes:
 - i) Travel insurance.
 - ii) The cost of personal items such as laundry, drinks with meals or otherwise, souvenirs, incidentals etc.
 - iii) Airport security or maintenance charges if levied by any airport.
 - iv) Airport departure taxes payable locally.

- v) Optional excursions.
- vi) Cost of visas, passports and other required documentation.
- vii) Transport between your home and airport / port / station.
- viii) Gratuities for service provided on a personal basis.
- ix) Meals other than those specified.
- x) The single or sole supplement payable on bookings where only one person is travelling and/or where a single room is required.
- xi) Flight supplements.
- xii) Optional extras.
- xiii) Vaccinations and medical supplies.
- xiv) Equipment and kit required for the comfort and safe running of the Event.
- xv) And other as specified on your trip confirmation documents

18. Excursions/Representatives and Agents

- a) We will not accept responsibility for Services or facilities which do not form part of Our agreement or where they are not advertised in Our brochure. For example any excursion you book whilst away, or any service or facility which any supplier agrees to provide for you. Excursions will be subject to the rules and regulations applicable to the particular location, venue or other attraction.
- b) Our acceptance of liability for the acts of Our representatives or agents in clause 13 above is only binding if Our representatives or agents are acting with Our authority and/or performing their duties as described in the brochure. This excludes for example any social contact that you may have with them.

19. Financial Security

- a) When you buy an ATOL protected flight or flight inclusive package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.
- b) We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 6706.) This means that in respect of all arrangements which includes flights, in the unlikely event of Our insolvency, the CAA will ensure that you are not left stranded abroad or will arrange to refund any money you have paid to Us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk.
- c) All the flights and flight-inclusive Events in our brochures and/or on our website are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: www.atol.org.uk/ATOLCertificate
- d) DTC will provide the Participant with the services listed on the ATOL Certificate (or a suitable alternative) which may be issued to the Participant by the Partner (who is acting as an agent). Where neither DTC nor the supplier are able to provide the services for reasons of insolvency, an alternative ATOL holder may provide the Participant with the services or a suitable alternative. The Participant and the Partner must agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and The Participant via the Partner agree to pay any money outstanding under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case the Participant will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).
- e) If We, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against Us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

20. Other

- a) By booking an Event with DTC, you are acknowledging that you will be visiting places where the political, cultural and geographic attributes may present certain risks, dangers and physical challenges greater than those present in Our daily lives. By booking a DTC Event, you acknowledge that you have considered the potential risks, dangers and challenges, and expressly assume the risks attendant to such travel conditions. Furthermore, you are solely responsible for acquainting yourself with the local conditions at each stop on the itinerary.
- b) DTC make a concerted effort to verify the statements made herein but cannot be held responsible for any error, omission or unintentional representation that may appear in Our printed or internet material.
- c) Any arrangements you make independently which do not form part of the tour are entirely at your own risk. Where you book any excursions or additional travel arrangements while on your Event, We act only as your booking agent.
- d) Any photograph or image of you secured or taken on any of Our Events may be used by DTC without charge in all media for bona fide promotional or marketing purposes, including promotional materials of any kind, such as brochures, slides, video shows and the internet.
- e) By signing the booking form you agree to accept the authority and decisions of Our employees, group leaders and tour managers, agents and suppliers while on the tour. If, in the opinion of any of these, your health or conduct appears likely to endanger the progress of a tour, you may be excluded from the whole of, or part of, a tour. In the case of your ill health, poor conduct, or injury We may make such arrangements as We deem necessary of which all costs will be payable by you. If you commit an illegal act you will be removed from the Event and we shall have no responsibility to or for you.
- f) Important note: the information and prices shown in Our brochure may have changed by the time you come to book your arrangements. Although We make every effort to ensure the accuracy of the brochure information and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with Us or your travel agent at the time of booking.
- g) The brochure is Our sole responsibility. It is not issued on behalf of and does not commit any independent organisation/carriers whose Services are featured in it.

21. Jurisdiction

English Law alone will apply to Our agreement and to any dispute or claim which arises between Us out of it. Any such dispute or claim must only be dealt by the Courts of England and Wales.

22. Data Protection Statement

Please be assured that We have measures in place to protect the personal booking information held by Us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to Us such as

details of any disabilities, or dietary/religious requirements. (If We cannot pass this information to the relevant suppliers, whether in the EEA or not, We will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant person).

Schedule 1

Child Protection Policy

It is important for all participants to be aware of the importance of child protection throughout the trip. A child is defined as a person/people under 18 years old. The welfare of all children is paramount, whether they are a fellow participant, a child at a community project or a member of the public and regardless of their culture, gender, language, racial origin, religious belief and/or sexual identity. By participating on one of our Events you agree to our good practice policy to ensure all young people are kept safe and protected:

I agree to:

- Always work in an open environment. E.g. never spend time alone with a child, avoid private or unobserved situations, and encourage open communication with no secrets, ensuring two adults are always present etc.;
- Treat all young people equally and with respect and dignity;
- Always put the welfare of the young person first;
- Act appropriately in the relationship with the children at the same time show them respect and compassion;
- Avoid unnecessary physical contact with young people. Where any form of manual/physical support is required it should be provided openly and with the consent of the young person;
- Ensure that adults never enter a young person's room or invite young people to their rooms;
- Be an excellent role model, which includes not smoking or drinking alcohol in the company of young people, and being sensitive about my use of language, topics of conversation and physical expressions;
- Provide constructive feedback rather than negative criticism where this situation may arise;
- Ask for consent from children, parents and/or guardians, and/or project leaders before filming or taking photographs of them;
- Always be responsible for my behaviour with a child and immediately stop any interaction with a child if a child says stop or if the child appears uncomfortable with the interaction.

I will not:

- Place a child in situations of exploitative labour, permit them to assist on community project tasks, or place them in danger by allowing them on a community project site.
- Hold or touch the children in an inappropriate, culturally insensitive or sexual way.
- Have sex with a child or children, flirt or make suggestive comments, expose them to sexual materials or abuse them through non-contact sexual activity.
- Slap, hit or physically abuse any child, nor will I psychologically and/or verbally abuse any child.

Any inappropriate behaviour on the part of any individual toward any child will be dealt with immediately as per section 20(e) of our Terms and Conditions.

Schedule 2

Responsible Tourism Policy

During our trips we try to use locally owned hotels to ensure the local economy benefits from our presence there. We ensure that our local partners provide a good working environment for the staff, such as being properly equipped with weather appropriate trekking gear and being paid appropriate wages. We encourage individuals to donate any unwanted trekking gear to the clothing bank after their trek. We also ask our participants to treat the local staff as they would like to be treated; with respect, dignity and care.

During treks we stay in either tents or locally owned accommodation such as teahouses and huts. You are asked to adhere to good environmental practices such as disposing of litter properly, refilling bottles and purifying water instead of buying bottles and not wasting electricity by turning off lights when they are not required (or better still using a solar powered, or wind up torch when possible). When washing facilities are available, we suggest water usage is kept to a minimum. You are also advised to take biodegradable toilet paper, soaps and other eco-friendly sanitary products to keep the trail clean to ensure we adhere to 'leave no trace' tourism.

There may be an opportunity to make a difference to the lives of the local people; whether it is by buying a gift at a shop which will help pay for the vendor's children's education, remembering to, showing your appreciation of the amazing staff by tipping your guides and staff and by simply learning from the local people about their way of life. This trek is a unique way to give something back to the local community through positive tourism. Our advice to our clients to help them travel more responsibly:

Environment

- Each time you fly, offset your carbon emission by making a carbon offsetting payment to a reputable source to nullify the impact of your flight upon global warming. You can offset your emissions via places such as <http://www.climatecare.org/>
- Turn lights, air conditioning and fans off when you leave your hotel room.
- Minimise water usage as many places lack sufficient water. Shower rather than bath. Don't leave taps running when washing. Use the sea or a swimming pool to cool off rather than taking repeated showers.
- Use environmentally friendly detergent, shampoo and soap for any washing. Lush stores (www.lush.co.uk) do excellent ranges in environmentally friendly products.
- Only flush human waste down the toilet and where toilet paper is not to be flushed, please use the bins provided.
- Always pack up used toilet paper on treks, never bury it or leave it on the trail.
- Use public transport wherever possible.
- Recycle where possible, return glass bottles to where they were purchased and don't litter.

Economy

- Purchase snacks, drinks etc. from local shops or restaurants so the money you pay goes back into the local economy.
- Be aware of what you are purchasing in local curio shops. Ensure that items you are buying are not from endangered or fragile species such as coral, ivory or produced using child labour.
- Travel light and purchase extra clothes and goods while there.
- Be prepared to haggle over the cost of goods and services but never haggle to try to get the lowest price. The idea of haggling is to come to a mutually agreeable price based on what you are willing to pay for an item. In poor communities vendors may feel they have to accept lower than the real value of the item in order to make a valuable sale. Please be sensitive to this. The annual salary in some places is less than £200 a year.
- But also, avoid being exploited. Always be aware that some will see Western tourists as an easy target and prices may be increased because you are a tourist.
- Consider adopting or sponsoring a project which will benefit the destination community.
- Avoid giving money or gifts to beggars. Give to a local NGO or charity that supports homeless people and beggars.
- Do research before your trip about the country/countries so you have an awareness of, and respect for, the culture, history, beliefs and practices of the destinations they visit.

Legal/Moral

- Never participate in prostitution or sex-tourism, which is usually illegal and always based upon exploitation of the weakest.
- Learn about the laws and customs of the country and abide to the rules (even if you don't agree with them).

Cultural

- Learn to speak a few simple phrases of the destination language. Buy a phrase book where possible.
- Research acceptable dress codes for the destinations for both male and female clothing.
- Find out about customs and etiquette that is acceptable and unacceptable within the particular culture you are visiting. For example, when travelling to Nepal you should always remove your shoes before entering a temple or somebody's home. Customs of the destination visited should be observed.
- All holy sites should be respected, regardless of the religion they represent.

General

- Join an organisation such as Tourism Concern who campaign to make responsible tourism practices the mainstream norm for all, and not the exception for the few, and fights against exploitation by or for tourists.

This document was revised: 23/10/2015