

Large Minority Ltd. Booking Conditions

The following booking conditions form the basis of your contract with Large Minority Travel Ltd, 312 Merton Road, SW18 5AB, London, United Kingdom, company number 08340339. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and that you understand and agree to them.

These booking conditions only apply to challenge arrangements which you book with us in the UK and which we agree to make, provide, or perform (as applicable) as part of our contract with you. All references in these booking conditions to "challenge", "booking", "contract", "package", "tour", "trip" or "arrangements" mean such challenge arrangements unless otherwise stated.

In these booking conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as the context requires. "We", "us" and "our" means Large Minority Travel Ltd.

1. Making your booking

This first named person on the booking ("party leader") must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By signing the booking form, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us. The party leader must be at least 18 when the booking is made. All those named on the booking must 18 years of age by the departure date.

Subject to the availability of your chosen arrangements, we will confirm your challenge by issuing a confirmation invoice. This invoice will be sent to the party leader. Any electronic acknowledgement of your booking is not a confirmation of it. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within ten days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits, but you must meet any costs involved in doing so.

We will communicate with you by e-mail in relation to your booking. You must accordingly check your e-mails on a regular basis. We may also contact you by telephone and/or post if we cannot, for whatever reason, contact you by e-mail. Certain documents may need to be sent by post. References in these booking conditions to "send" and "in writing" include communication by e-mail.

If you wish to, you may contact us by e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment) providing you do so to info@largeminority.com



2. Payment

UPDATED COVID-19 SEE APPENDIX 1 FOR REVISED PAYMENT & BOOKING TERMS

In order to confirm your chosen challenge, a non-refundable deposit of £399 per person (or full payment if booking within 90 days of departure) must be paid at the time of booking.

The balance of the challenge cost must be received by us not less than 45 days prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 7 depending on the date we reasonably treat your booking as cancelled.

3. Your contract

A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader. We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. We both also agree that any claim must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

4. The cost of your challenge

Please note, changes and errors occasionally occur. You must check the price of your chosen challenge at the time of booking.

We reserve the right to make changes to and correct errors in advertised prices at any time before your challenge is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

5. Special requests and medical conditions / disabilities

If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied with (where it is possible to give this) where it is important to you.



We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you or any member of your party has any medical condition or disability which may affect your challenge or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your challenge develops after your booking has been confirmed. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking or the condition / disability develops after booking, cancel when we become aware of these details.

6. Changes by you

UPDATED COVID-19 SEE APPENDIX 1 FOR REVISED PAYMENT & BOOKING TERMS

Should you wish to make any changes to your confirmed challenge, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers will be payable. A change of challenge dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the challenge price where, for example, the basis on which the price of the original challenge was calculated has changed.

If any member of your party is prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) providing we are notified not less than two weeks before departure. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result must be paid before the transfer can be effected. Any overdue balance payment must also be received.

7. Cancellation by you

UPDATED COVID-19 SEE APPENDIX 1 FOR REVISED PAYMENT & BOOKING TERMS

Should you or any member of your party need to cancel your challenge once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling, excluding insurance premiums and amendment charges. Insurance premiums and amendment charges are not refundable in the event of cancellation.



Period before departure within which written notification of cancellation is received by us

Cancellation charge per person cancelling

 45 days or more
 Deposit

 44 - 30
 50%

 29 days or less
 100%

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

See clause 6 "Changes by you" if any member(s) of your party are prevented from travelling.

8. Insurance

We consider adequate travel insurance to be essential.

Please read your policy details carefully and take them with you on challenge. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check alternative insurance policies.

9. Changes and cancellation by us

We start planning the challenges we offer many months in advance. Occasionally, we have to make changes to and correct errors in website and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Please note, our challenges require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular challenge have not been received, we are entitled to cancel it. We will notify you of cancellation for this reason not later than 60 days prior to the planned start date.

Most changes are minor. Occasionally, we have to make a "significant change". A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your challenge. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, or a significant change of itinerary missing out one or more major destination substantially or altogether.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options: -



For significant changes:

(a) accepting the changed arrangements or

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- (b) purchasing an alternative challenge from us, of a similar standard to that originally booked if available. We will offer you at least one alternative challenge of equivalent or higher standard for which you will not be asked to pay any more than the price of the original challenge. If this challenge is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the challenge, we specifically offer you, you may choose any of our other then available challenges. You must pay the applicable price of any such challenge. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper or
- (c) cancelling the trip; in which case you will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel we will, as a minimum, where compensation is appropriate, pay you the compensation payments set out in the table below depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) 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 (2) we have to cancel because the minimum number of bookings necessary for us to operate your challenge has not been reached (see above). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one.

or cancellation is notified to you	Compensation per person
60 Days	NONE
30 Days	£25.00 per person
7 Days	£50.00 per person

Very rarely, we may be forced by "force majeure" (see clause 10) to change or terminate your challenge after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

10. Force Majeure

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 contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "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, weather (actual or threatened), war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, and all similar events outside our control.



11. Our Liability to you

- (1) We promise to make sure that the challenge arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed, or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted challenge arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted challenge arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).
- (2) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost, or other sum or claim of any description whatsoever which results from any of the following: -
- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your challenge and which were unforeseeable or unavoidable or
- 'force majeure' as defined in clause 10 above
- (3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort. Please also see clause 15 "Excursions, activities and general area information". In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.
- (4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract and the laws and applicable standards of the country in which your claim or complaint occurred will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint were provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holidaymaker to refuse to take the challenge in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 11(1). We do not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean we have not exercised reasonable skill and care.
- (5) As set out in these booking conditions, we limit the maximum amount we may have to pay you for any claims you may make against us.



Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £500.00 per person affected unless a lower limitation applies to your claim under this clause or clause 11(6) below. You must ensure you have appropriate travel insurance to protect your personal belongings. Any payment is subject to your producing appropriate proof of the contents and value of the luggage or personal possessions concerned and demonstrating that you have taken proper care of your property.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 11 (6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your challenge.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which compensation will be payable) will be limited as if we were the carrier in question as referred to below. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Athens Convention for international travel by sea (as amended by the 2002 Protocol where applicable) and COTIF, the Convention on International Travel by Rail). Where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any business losses (including without limitation, self-employed loss of earnings).

12. Complaints and problems

In the unlikely event that you have any reason to complain or experience any problems with your challenge whilst away, you must immediately inform our local representative or agent (if we have one) and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our representative / agent and the supplier as soon as possible. If we do not have or you cannot contact our local representative or agent and any complaint or problem is not resolved to your satisfaction by the supplier, you must contact us in the UK using the contact details we have provided you with during your challenge, giving us full details and a contact number. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of your return to the UK giving your booking reference and full details of your complaint. Only the party leader should write to us. For all complaints and claims which do not involve death, personal injury or illness,



we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

13. Behaviour and damage

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the owner or manager or other supplier or to us as soon as possible. Damage to hired vehicles will be deducted from the vehicle security deposit (please also see clause 19). If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the challenge of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made, and we will not pay any expenses or costs incurred as a result of the termination.

14. Conditions of suppliers.

Many of the services which make up your challenge are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions (see clause 11(6)). Copies of the relevant parts of these terms and conditions and of the international conventions are available on request from ourselves or the supplier concerned.

15. Excursions, activities and general area information

We may provide you with information (before departure and/or when you are on challenge) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised, controlled nor endorsed in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 11(1) of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities



or excursions referred to on our website, on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your challenge, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities or excursions which can reasonably be expected to affect your decision to book a challenge with us, we will pass on this information at the time of booking.

16. Passports, visas, health, and driving requirements

The passport and visa requirements applicable at the time of printing to British citizens for the challenges we offer are shown here: https://www.gov.uk/foreign-travel-advice. Requirements may change and you must check the up to date position in good time before departure. A British passport presently takes approximately 2 to 6 weeks to obtain. If you or any member of your party is 16 or over and haven't yet got a passport, you should apply for one at least 6 weeks before your challenge. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the embassy or consulate of the countr(ies)y to or through which you are intending to travel.

Details of any compulsory health requirements applicable to British citizens for your challenge are shown here: https://www.gov.uk/foreign-travel-advice. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre http://travelhealthpro.org.uk/. Information on health abroad is also available on www.nhs.uk/Livewell/Travelhealth. We are not aware of any compulsory health requirements applicable to British citizens taking any of the challeneges we offer. Vaccination and other health requirements/recommendations are subject to change at any time for any destination. Please therefore check with a doctor or clinic not less than six weeks prior to departure to ensure that you have met the necessary requirements and have the applicable information.

On some of our challenges an International Driving Permit with a Category A or B stamp valid for the destination and duration of your challenge is required to participate in our challenges.

It is the party leader's responsibility to ensure that all members of the party are in possession of all valid and necessary legal, travel, driving, and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty, costs or expenses being imposed on or incurred by us, you will be responsible for reimbursing us accordingly.

17. Foreign Office Advice

The Foreign and Commonwealth Office publishes regularly updated travel information on its website www.gov.uk/foreign-travel-advice which you are recommended to consult before booking and in good time before departure.



18. Vehicles and security deposits

On our driving challenges a vehicle security deposit of £1,800 in the form of credit card pre-authorization, is required at the commencement of your challenge. This deposit may be used by us at our discretion to cover the cost of repairs or damage to your vehicle.

Your vehicle will be inspected at the commencement and end of your challenge and will be supplied in good, road-worthy condition. It is your responsibility to pay for the cost of any repairs or wear and tear incurred by you in completing the challenge. We will provide mechanical assistance throughout the challenges but cannot guarantee that your vehicle will be repaired or how quickly such assistance will be provided.

19. Delay

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure.

20. Website / advertising material

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

You agree that we may use images and videos of you taken during the challenge for publicity and promotion purposes through whatever medium it chooses. If you wish to opt out of this, please tell us in writing prior to your challenge.

21. Safety standards

Please note, it is the requirements and standards of the country in which any services which make up your challenge are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may often be lower.



Appendix 1

Large Minority COVID-19 Flexible Booking Terms and Conditions Valid from 1 June 2020

We understand that, during the current COVID-19 global pandemic many people are feeling cautious about making travel plans in the near future.

We have been talking to customers frequently throughout this difficult and uncertain time and have listened to their feelings and feedback.

However currently apprehensive, many of our customers are also looking forward to travelling again as global travel restrictions are relaxed.

That is why we have introduced our new COVID-19 Flexible Booking Policy to give you total peace of mind allowing you to confidently book your next trip with us whilst eliminating any risk. The specific conditions of this new policy are summarised below:

Deposit – We require, in line with Section 2 of our Booking Terms (above), an initial deposit of £399 per person at the time of booking, or full payment if the start of the challenge is less than 90 days hence.

Balance Payments – Again, as per Section 2 of our Booking Terms, the balance of the payment is due no later than 45 days before the start of the challenge.

However, should you be unable to travel <u>as a direct consequence of the impact of COVID-19</u>, you may choose one of the following options:

- 1. A free-of-charge opportunity to re-book on either the same or a different challenge which is due to take place within 24 months of the start date of your original trip (subject to availability). Prices may be different and the prevailing price at the time of rebooking will apply and additional payments/refunds made at the time the balance is due.
- 2. A full refund of any monies paid, including deposits, should you wish to cancel the trip.

Of course, should the trip have to be cancelled by us as a direct consequence of the impact of COVID-19, we will endeavour to reschedule the trip or accommodate customers wishing to do so on other, available, trips due to start within 24 months of the start date of the original challenge or provide a full refund should you decide not to travel.

These Terms remain in force from 1st June 2020 until further notice. We reserve the right to modify or cancel these additional terms at any stage, but with no less than 14 days' notice.

All other Booking Terms remain unchanged.

Please ensure that you also fully understand the booking terms of any other providers pertaining to the trip such as airlines, additional hotels, etc.

Should you wish to discuss any of these terms, please do not hesitate to contact us.