

# Booking Conditions

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

All holidays advertised in our brochures and on our website are operated by Adventures Worldwide Limited, trading as The Adventure Company, registered number 01826936 (hereinafter called 'the Company' or 'we'), a member of the TUI Travel PLC group of companies, of TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley, West Sussex RH10 9QL, and are sold subject to the following conditions:

## Insurance.

Please Note: Adequate and valid travel insurance is compulsory for all trips and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance for your booking by the date of departure. You are required to carry proof of insurance with you and produce it if requested. The insurance scheme we offer is designed to cover all activities included in our itineraries and the featured optional extras. Please note, however, that this policy may not cover you for any activities you purchase that are not pre-booked nor featured in official company literature. If you make your own insurance arrangements you must ensure that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your tour.

## Financial Security.

When you buy an ATOL protected air package or flight from us you will receive a confirmation invoice from us (or via our authorised agent through whom you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 6352. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund the flight costs you have paid to us for an advance booking. For further information [atol.org.uk](http://atol.org.uk).

The price of your holiday includes £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked for your repatriation in the event of our insolvency. For package holidays that do not include travel by air we provide this security by way of a bond held by ABTA. If you book arrangements other than a package holiday the financial protection referred to above does not apply. We are a Member of ABTA, membership number Y0766. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

## How to Book.

The person making the booking (the 'lead name') must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party. You will need to pay a deposit of at least 10% of your selected travel arrangements (minimum £150 or equivalent; £650 or equivalent if a Galapagos or Polar holiday). You may also be required to pay for any non-transferable and non-refundable items such as National Park entrance fees and permits. We will then invoice you for the remainder of the cost due before you travel, which you must pay not later than 60 days (133 days for Galapagos/Polar holidays) before departure. If you book less than 60 days before departure (133 days for Galapagos/Polar holidays) full payment (less any payment which must be paid locally) must be made on booking. If you do not pay the balance by the due date your booking will be cancelled and you will forfeit your deposit. If you do not pay the local payment on the due date your booking will be cancelled (and we shall have no further liability to you) and cancellation charges will be levied as appropriate. Please note that all payments made on a credit card (whether deposits, part payments or final balances) will be subject to a levy of 2.35% (inc. VAT). If we accept your booking, we will issue a Confirmation Invoice. A contract will exist between us from the date we issue the Confirmation Invoice or if you book within 7 days of departure the contract will exist when we accept your deposit payment. When you receive the Confirmation Invoice please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability if an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your ticket. Travel documents will be sent or emailed to you approximately 2 weeks before the departure of your tour, and will not be issued unless payment of the due balance has been received and any cheques have cleared. We cannot accept any liability for tickets lost in the post. If requested in the trip information documents you must reconfirm the reservations, timings and check-in details of your flight with the airline concerned at least 72 hours before departure. This applies to your outward flight and to your return flight. If you miss a flight or suffer any disruption as a result of not following our instructions as to reconfirmation we will have no liability to you.

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

## Prices & Surcharging, Credit Card Charges, Air Passenger Duty.

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices. Prices on our website are updated regularly. Before you make a booking we will give you the up-to-date price of your chosen holiday including the cost of any supplements. Prices quoted in this brochure are based on exchange rates published by OANDA on 4th July 2011.

Changes in costs, including the cost of fuel, and fees such as landing taxes and exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure. Any changes in taxes, entry fees and/or charges that we collect at net cost on behalf of local and government bodies will be passed on to you in full or refunded to you in full (Net Cost Charges). We will absorb any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums, Net Cost Charges and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will

have the option to change to another holiday if we are able to offer one, or cancel and receive a full refund, except for any amendment charges.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your holiday go down due to the changes mentioned above by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

Dates and itineraries shown for tours are indicative only and subject to change.

Air Passenger Duty "APD" is included in the price of your holiday/flight ticket. In view of the current volatility of world oil prices, a fuel supplement may be added to the price of your holiday at the time of booking.

## If you change or cancel your Booking.

If, after our confirmation has been issued, you (i) make a change to your existing booking, we will charge an amendment fee of £50 per booking for each change or (ii) wish to change to another of our tours or change departure date, we will try to make the changes subject to availability, provided that notification is received in writing from the lead name at least 60 days (133 days for Galapagos/Polar holidays) before departure and you pay £50 per person to cover administration costs.

In addition to the fee we charge, any alteration, whether a change to an existing booking or a change to another tour or departure date, will also be subject to payment by you of any costs imposed by any of the suppliers providing the component parts of the tour. If the holiday to which you transfer is more expensive than the one you originally booked, a further deposit will also be payable. Any alteration by you within 60 days (133 days for Galapagos/Polar holidays) of departure will be treated as a cancellation of the original booking and will be subject to cancellation charges.

Where you are unable to travel you can transfer your booking to another person, subject to the following:

- a) you must notify us in writing at least 60 days before departure (133 days for Galapagos/Polar holidays); and
- b) your request is accompanied by all original travel documents which you have received and the full name and address of the transferee; and
- c) the transferee must fulfil any conditions that apply to the booking; and
- d) payment by you of a £50 administrative charge per person plus all costs charged or levied by those supplying your travel arrangements.

Both the transferor and transferee will be jointly and severally liable for payment of the holiday price and other associated expenses. Some airline carriers treat name changes as cancellations. Accordingly you may be required to pay for the cost of a new ticket.

You, or any member of your party, may cancel your tour at any time providing that the cancellation is made by the lead name in writing. Notice of cancellation will be effective upon receipt of your written communication. As we start to incur costs from the time the contract is confirmed we will retain your deposit and in addition will apply other cancellation charges as shown below.

Period before departure when written cancellation is received	Amount of cancellation charge as % of the tour price
More than 60 days	loss of deposit
Between 42 & 60 days	50%
Between 28 & 41 days	60%
Between 15 & 27 days	90%
14 days or less	100%

For Galapagos/Polar holidays the following cancellation charges will apply.

Period before departure when written cancellation is received	Amount of cancellation charge as % of the tour price	
	Polar	Galapagos
More than 133 days	loss of deposit	loss of deposit
Between 63 and 132 days	100%	30%
Between 49 and 62 days	100%	75%
48 days or less	100%	100%

Please note that for certain travel arrangements e.g. many scheduled transport providers, the cancellation charge may be higher than those shown. In certain cases a 100% cancellation fee applies as soon as the booking is made and the ticket is issued. We strongly recommend you to take out insurance that includes cover against irrecoverable cancellation costs. Additionally you will remain responsible for the full amount of your insurance premium and this will not be refunded in the event of your cancellation. You may however be able to transfer this cover to another holiday.

All communications relating to this contract must be from the Lead Name in written English and delivered by hand, fax, email or recorded delivery to The Adventure Company, 1 Cross & Pillory Lane, Alton, Hants, GU34 1HL.

## If we change or cancel your Booking.

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

We plan the arrangements for your tour many months in advance and may occasionally have to make changes, most of which are minor. Flight timings and carriers shown in the brochure are subject to change. A change of carrier will not be considered a major change. If a major change becomes necessary, we will advise you as soon as possible. Whether a change is 'major' depends on the nature of the tour and may include: alteration to the scheduled departure or return time of your flight by more than 12 hours (but not a flight delay); a change to a lower standard of accommodation; or a change of departure airport (excluding a change between London airports). When a major change occurs, you will have the choice of either accepting

the change, or accepting a replacement tour from us of equivalent or closely similar standard and price, or cancelling your tour, in which case we shall refund you in full. In all cases, except where a major change arises from circumstances amounting to force majeure or consolidation (see below), we will pay you, as a minimum, compensation as detailed below

Period before departure when we notify you of a major change	Compensation per person
Before balance due date	Nil
Between balance due date and 14 days before travel	£20
13 days to date of travel	£30

We may also have to cancel your tour, for example operation of all bookings is dependent on a minimum number of persons booking the tour and if that number is not achieved, we reserve the right to cancel the tour. Compensation will not be payable if we are forced to cancel, or in any way change your tour for reasons of consolidation due to minimum numbers not being attained or force majeure.

In no circumstances will we cancel your tour less than 4 weeks before the scheduled departure date except for reasons of consolidation due to minimum numbers not being attained, force majeure (as defined below) or failure on your part to pay the final balance or for any other reason beyond our control. We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements. If we are forced to cancel your holiday after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

Circumstances amounting to "force majeure" include any event which we or the supplier of the service(s) in question could not even with all due care, foresight or foresight such as (by way of example and not by way of limitation) war, threat of war, riot, civil strife, industrial dispute, actual or threatened terrorist activity and its consequences, natural or nuclear disaster, fire, acts of God, adverse weather conditions, flood, epidemic or pandemic illness and all similar events.

## Our Liability, Conditions of Carriage and Limitations

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

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

We shall have no liability where the cause of the failure to provide, or failure in, your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your holiday and is unforeseeable or unavoidable, or is due to a force majeure event or unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our agents or suppliers could have foreseen or forestalled.

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

Under EU law, Regulation (EC) No. 261/2004, you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your travel arrangement costs from us. Your right to a refund and/or compensation from us is set out in these Booking Conditions. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Aviation Consumer Advocacy Panel on 020 7240 6061 [www.caa.co.uk](http://www.caa.co.uk)

If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased in resort your claim should be directed to the activity provider and not to us. However, should you or any member of your party by misadventure suffer illness, injury or death during the period of your holiday from an activity which does not form part of the arrangements made by us or an excursion purchased through us, we shall at our absolute discretion give you every assistance including advice, guidance and financial assistance to cover initial legal costs for legal action against a third party where appropriate, up to a limit of £5,000 cost to ourselves per booking provided such assistance is requested within 90 days of the misadventure. In the event of there being a successful claim for costs against a third party or a suitable insurance policy or policies being in force, the Company is entitled to recoup from you the costs actually incurred by us in giving this assistance.

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

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

Please be assured that our service providers will always do the utmost to ensure your safety and well-being when on tour. On certain tours in Africa, which travel through areas with dangerous wildlife, our local service providers will on day 1 of the tour ask you to sign an 'Acceptance of Risk' form prior to accepting your participation on the tour. The purpose of the form is to make you aware of the risks and dangers involved with travelling in these areas, and for you to agree that the service provider and the Company shall not be responsible for any claims made by you for incidents arising due to circumstances outside the service provider's and the Company's reasonable control. You may request a copy of the applicable form by contacting us, or visiting our website.

Please note that the timings of air, sea, road or rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time.

**Air Carrier Liability for Passengers and their Baggage.**

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

Flight Notice, Flight Information and EU Blacklist: This information notice summarises the liability rules applied by European Community air carriers as required by European Community legislation and the Montréal Convention.

Compensation in the case of death or injury: There are no financial limits to the liability for passenger injury or death. For damages up to 113,100 SDRs (approximately £109,000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments: If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximately £13,000).

Passenger delays: In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4694 SDRs (approximately £4,500).

Baggage delays: In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1131 SDRs (approximately £1,000).

Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to 1131 SDRs (approximately £1,000) In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

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

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

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

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

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

In accordance with EU Regulation (EC) No. 2111/2005, Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available at [www.air-ban.europa.eu](http://www.air-ban.europa.eu)

In accordance with EU Regulation No. 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used on our website. The airline may use wide and narrow-body jets. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours and changes to aircraft type. Some flights may need to stop en route. If we know about this in advance we will tell you. Flight times shown in the brochure, on the website and on your booking confirmation are not guaranteed. Actual flight times are shown on your tickets. Flight times are local based on the 24hr system.

Please check with the airline regarding luggage allowance limits and the maximum allowable single item baggage weight. If you have a medical condition, serious illness, recently undergone surgery, or have suffered a recent accident, you must advise us and your airline and you may need to be cleared for travel by the airline which will involve obtaining a Fitness to Fly Certificate from your GP.

**Complaints Process.**

If you have any complaint during your holiday you must inform our local representative or your Group Leader and the relevant supplier of the service immediately. If you are not happy with their action in response please follow this up within 35 days of your return home by writing to us at The Adventure Company, 1 Cross & Pillory Lane, Alton, Hants, GU34 1HL giving your booking reference and all relevant information. Failure on your part to notify us and our agents will deprive us of the opportunity to investigate your complaint and to take appropriate action to put things right whilst you are on your programme and may affect your legal rights. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days. We can usually sort out any complaints you may have, but if we cannot agree we can offer you an arbitration scheme for the resolution of disputes arising out of or in connection with this contract. The arbitration scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking. Neither does it apply to claims which are solely in respect of personal injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within twelve months of the date of return from your programme. Outside this time limit arbitration under the scheme may still be available if we agree but the ABTA Code of Conduct does not require such agreement. For injury and illness claims, you can request the ABTA mediation procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). Information regarding complaints may be shared with other tour operators.

**Visa, Health, Passport, Travel Documentation.**

Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you should check with the appropriate Embassy, Consulate or British Foreign Office for the exact requirements for your chosen tour and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you purchase from us. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are travelling. The lead name is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel.

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

When assessing whether tours will operate we use information from our local offices in conjunction with advice from the British Foreign Office and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies.

**Privacy Policy.**

Adventures Worldwide Limited's Privacy Policy sets out what information we collect, how we collect it, and what we do with it.

This refers to information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including any information about other persons on your booking ("your information"). Your information is collected when you request information from us, contact us (and vice versa) or make a booking. You are responsible for ensuring that other members of your party are aware of the content of our Privacy Policy and consent to your acting on their behalf in all your dealings with us. We will update your information whenever we can to keep it current, accurate and complete. For the purpose of providing you with our services, including your flight, holiday or insurance, etc., we may disclose your information outside the UK/EEA. In order for you to travel abroad, it may be mandatory (as required by government authorities at the

point(s) of departure and/or destination) to disclose and process your information for immigration and security.

We may collect and use your information for the purposes set out in our registration with the Office of the Information Commissioner, and disclose the same to our group companies, companies who act as "data processors" on our behalf, or to our service providers operating systems or business functions on our behalf, some of whom are outside the UK/EEA. These business purposes include administration, providing services (and contacting you where necessary), customer care, service quality, business management and operation, re-organisation/structuring/sale of our business (or our group companies), risk assessment, security, fraud and crime prevention/detection, research and analysis, marketing, monitoring, measuring and assessing customer purchasing preferences and trends, dispute resolution, credit checking and debt collection. Information (such as health or religion) may be considered "sensitive personal data" under the Data Protection Act 1998. We collect it to cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data from you on the condition that we have your positive consent. By booking with us you also agree for your insurers, their agents and medical staff to disclose relevant information and sensitive personal data to us in circumstances where we need to act on your behalf or in the interest of everyone in the group you are travelling with, or in an emergency.

If you do not agree to our use of your information as above, we cannot do business with you or accept your booking.

We may from time to time contact you with information on offers of goods and services, brochures, new products, forthcoming events or competitions from our holiday divisions and our holiday group companies. Our websites will assume you agree to e-communications when you make a booking.

On completing our Data Subject Access Request form, you are entitled to a copy of the information we hold about you (for a £10 fee) and to correct any inaccuracies. You have the right to ask not to receive direct marketing material from us. You can call or email us, or unsubscribe via our email. For a list of our group of companies or brands, please send us your request.

If our contact and dealing with you is via our website(s), we may use "cookies". Cookies allow us to identify your computer but not you personally.

To ensure that we carry out your instructions accurately, improve our service and for security, we may monitor and/or record: (1) telephone calls; (2) transactions and activities on our website. All recordings are and shall remain our sole property.

We have taken all reasonable steps to have in place appropriate security measures to protect your information. Any changes to this Privacy Policy will be posted on our website.

Any image of you secured or that were taken on our holidays may be used by the company without charge in all media for bona fide marketing purposes.

**Leader Authority & Behaviour.**

On an active group holiday it is necessary that you abide by the authority of the leader, who represents the company. If you commit any illegal act when on the holiday or if in the reasonable opinion of the leader your behaviour is disruptive, threatening or abusive or is causing or likely to cause danger, distress or annoyance to others or damage to property we may terminate your travel arrangements without any liability on our part. If the Captain of your flight or our overseas staff believes that you could be disruptive, they can also refuse to let you proceed with your travel arrangements. If this means you are not allowed to board the flight outbound from the UK, we will treat your booking as cancelled by you and you will have to pay full cancellation charges. If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. In any of these circumstances no refunds or compensation will be paid to you and we may make a claim against you for any costs and expenses incurred as a result of your behaviour e.g. the cost of diverting an aircraft or ferry to remove you. Criminal proceedings may also be instigated. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the holiday, you must advise us of this at the time of booking.

You are responsible for the cost of any damage caused to your accommodation or its contents during your stay, except damage caused by persons not known to you. These charges must be met by you and may have to be paid locally.

**Trip Notes**

We issue Trip Notes with your Joining Instructions - all the information contained therein will be part of the contract. Should there be a discrepancy between the information in the brochure or website and the Trip Notes, the latter supersedes all other.

**Participation & Requirements**

All clients are expected to be fit and able to complete the itinerary of their holiday. No unaccompanied minors (under 18 yrs) can be accepted however (a) minors aged from 2 years may accompany their parents on tours designated as family adventures, and (b) teenagers 14 yrs and over are allowed to join Worldwide trips provided they are accompanied by a parent or guardian 18 or over who accepts responsibility for them.

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

**Law & Jurisdiction**

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