

## **Please read carefully:**

Explore Worldwide Ltd ('the Company', "we", "us" and "our") company number 01577018 of registered address Nelson House, 55 Victoria Road, Farnborough, Hampshire GU14 7PA, accepts bookings subject to the following conditions. Except where expressly stated, these conditions only apply to trip arrangements booked by you with us and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these conditions to "trip", "booking", "contract" or "arrangements" mean such trip arrangements unless otherwise stated. Please note: the information appearing in the section headed "About our trips" in our brochure or in these or any comparable sections and any other relevant information on our website and our privacy policy will also form the basis of your contract with us. References in these conditions to such sections include the comparable sections or information on our website.

### **1. Your trip contract**

The contract is between the Company and you ("Explore Worldwide" and "you" in these conditions), being any person travelling or intending to travel on a trip operated by us including any person who is added or substituted after booking. 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 (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of England, Wales, Scotland and Northern Ireland only. No employee of the Company other than a director has authority to vary or omit any of these terms. No promise of a discount or refund will be binding on us unless confirmed by us in writing.

### **2. To secure your booking**

(Please refer to Clause 17 "Late Bookings") To secure a booking, we or our authorised travel agent must receive payment of the minimum deposit of 10% of the total trip price, per person, (or full payment if booking within 60 days of the start of your trip or at an earlier stage for some trips). A higher deposit will be payable if any supplier(s) requires additional payment at the time of booking / prior to balance due date. On occasions, full payment for a service such as your flights may be required at the time of booking. The applicable deposit will be confirmed at the time of booking. All clients (including anyone who is added or substituted at a later date), whether booking in person, by telephone, via our website, by e-mail or facsimile or by any other means, will be deemed to have agreed to the following four conditions:

- a) they have read and accepted our Booking Conditions and information pages contained in our brochure and/or on our website.
- b) they appreciate and accept the risks involved in adventure travel.
- c) they do not suffer from any pre-existing medical condition or disability which may prevent them from actively participating in the trip. If any person suffers from any medical condition or disability which will or may affect their trip arrangements, please

contact us before making your booking to discuss your requirements.

d) the person making the booking confirms that he/she is at least 18 years old and has full authority to enter into a contract on the basis of these conditions on behalf of all persons named on the booking, will be the point person for all communications relating to the booking, and confirms that all such persons are fully aware of and accept these conditions. That person also consents to the use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements). With the exception of self-guided trips (see below), a booking is accepted and becomes definite only from the date when we issue a confirmation invoice to you or your authorised travel agent. It is at this point that a contract between us comes into existence. If you book online, any acknowledgement of your booking request we send to you in the meantime is not a confirmation of your booking. Before your booking is confirmed and a contract comes into force, we reserve the right to increase or decrease holiday prices. Where our allocation of air seats has been fully utilised or where it is not possible to offer an air seat from an allocation, we reserve the right to pass on any extra costs incurred. We reserve the right to decline any booking at our discretion. We will communicate with you by e-mail. You must therefore 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. It is your responsibility to ensure we have up to date contact information for you at all times. Certain documents may need to be sent by post. References in these conditions to "send" and "in writing" or similar include communication by e-mail. You should contact us by e-mail if you need to do so for any of the reasons mentioned in these booking conditions (for example, to request an amendment).

Self-guided trips: We may not be in a position to confirm the costs for all services forming part of your self-guided holiday at the time of booking until your services are confirmed. Where any costs cannot be confirmed, we will provide you with an estimated price for your holiday which will be based on anticipated rates and costs. If you wish to proceed with the booking and we are in a position to do so, we collect the necessary deposit on the basis that the price you have agreed to pay will be the one applicable to your holiday after confirmation of all costs. Once we have confirmation of all applicable costs, we will issue a confirmation which will show the confirmed price. This price may be higher or lower than the estimated price. It is at this point that our price guarantee will take effect. Any such difference will not be a surcharge and, if an increase, will be payable in full. If, however, any increase between the estimated price and the confirmed price shown on your revised invoice is greater than 8% of the estimated price, you may cancel your holiday and receive a full refund of all monies you have paid us and amendment fees/charges providing you notify us in writing of your wish to do so within 7 days. No compensation will be payable in this situation.

### **3. Payment for your trip**

The balance of all monies due must be received by us or our authorised travel agent not later than 60 days before the start of your trip. For certain trips, full payment must be received sooner. We will tell you at the time of booking when this is the case. If you don't pay your balance by the due date, we reserve the right to treat your

booking as cancelled and cancellation charges will apply. Any monies paid by you to an authorised travel agent for trips operated by us are held by the agent on our behalf. Deposit and balance payments must be made in the same currency and sufficient payment should be sent to ensure the company receives the total invoiced price as guaranteed. You can pay by cheque, credit or debit card. We accept Visa and Mastercard.

#### **4. If you change or transfer your booking**

A confirmed group tour departure booking (excluding Private Groups) can be changed or transferred free of charge to a different departure date or trip, up to 60 days prior to departure. A £50 per booking admin fee applies to any changes and transfers made to non-group holidays and Private Groups up to 60 days before departure. Thereafter all changes will be treated as cancellations and subject to the cancellation charges below. Changes are subject to availability and are limited to one transfer during the lifetime of your booking. It is not possible to rebook back onto the original departure once you have either transferred or cancelled your booking. You can request a credit voucher for the amount paid in respect of any cancelled booking, less any non-refundable charges incurred by us or imposed by our suppliers. This must be redeemed within 12 months of issue against a new booking. No further credit vouchers can be requested against the new booking. The voucher cannot be exchanged for cash. No cash refund will be provided if the cost of the new booking is less than the value of the credit voucher.

Transfer of Booking:

If you or any member of your party is prevented from travelling, in circumstances which we consider reasonable, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight / an alternative flight. ; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 5 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

#### **5. If you cancel your booking**

Should you wish to cancel, cancellation charges will be imposed. These are calculated from the day written or verbal notification is received by us or our authorised travel agent as a percentage of the total trip price per person cancelling, excluding any amendment charges. The cancellation charges shown below are

those which will apply to most trips. However, some suppliers have conditions which require the payment of higher or different charges (including the imposition of 100% cancellation charges well in advance of the normal balance due date) which you will have to pay in the event of cancellation. You will be advised at the time of booking if this is the case for your trip.

- a) 60 and more days before trip start date – loss of deposit
- b) 59-42 days before trip start date – 30% or loss of deposit if higher
- c) 41-28 days before trip start date – 60%
- d) 27-14 days before trip start date – 90%
- e) Less than 14 days before trip start date – 100%

Amendment charges are not refundable if you cancel your booking. We strongly recommend that comprehensive travel insurance is taken out which includes cover against cancellation charges. Depending on the reason for the cancellation, you may be able to reclaim the cancellation charges (less any applicable excess) under the terms of your insurance policy. In the event of the cancellation of a booking where you are liable to pay to us cancellation charges in excess of the amount already paid to us at the time of cancellation, you cannot transfer or add these charges to another booking or use any amounts paid to us in relation to the cancelled booking by way of part payment for another booking. Part cancellation of a booking may result in additional costs being payable by the remaining members of your party. Please also see clause 4.

#### Cancellation by You due to Unavoidable & Extraordinary Circumstances:

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

## **6. If you have a complaint**

If you have a complaint about any of your trip arrangements, you must tell both the relevant supplier and our representative at the time. We will provide you with a 24 hour emergency duty telephone number to enable you to contact us directly if your complaint cannot be resolved in country by our representative. It is only if we and the supplier know about problems that there will be the opportunity to put things right. If you don't complain on the spot this may affect your ability to claim compensation. If your complaint cannot be resolved on the spot you should notify us in writing within 28 days of the end of your trip. If we are unable to mutually resolve your complaint you may call upon the low cost AITO Independent Dispute Settlement Service (details on request). Claims which exceed £2,500 per person or £10,000 per

booking or claims which apply principally or exclusively in respect of (or as a consequence of) illness or physical injury are not admissible for settlement under the service. Alternately you can refer your complaint for arbitration under the ABTOT Travel Industry Arbitration Service. An Independent Arbitrator will review the documents relating to any complaint and deliver a binding decision to bring the matter to a close. Details of this scheme are available from The Travel Industry Arbitration Service, administered by Dispute Settlement Services Ltd at 9 Savill Road, Lindfield, Haywards Heath, West Sussex, RH16 2NY or from ABTOT, Tower 42, Old Broad Street, London EC2N 1HG. This scheme cannot however decide in cases where the sums claimed exceed £1,500 per person or £7,500 per booking, or for claims which are solely or mainly in respect of physical injury or illness or the consequence thereof. Please also see clause 1: Your Trip Contract.

## **7. Passports, visas and vaccinations**

You are responsible for arranging, and must have, a valid, acceptable passport and any visas and vaccination certificates required for your entire journey and trip. Any information we give about these matters or related items (climate, clothing, baggage, personal gear etc) is given in good faith but without responsibility on our part. 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 your failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

## **8. Travel and cancellation insurance**

You must have travel insurance when you travel with us. You and your belongings are at all times solely at your own risk. You are wholly responsible for arranging your own insurance. You must ensure that you have personal travel insurance with protection for the full duration of the trip in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with adequate and appropriate cover including medical emergency helicopter rescue. If you make your own arrangements you should ensure that there are no exclusion clauses limiting or excluding protection for the type of activities included in your trip. You must ensure that all travel insurance purchased meets your particular requirements and you should arrange supplementary insurance if need be.

## **9. Consumer protection**

We hold an Air Travel Organiser's License issued by the Civil Aviation Authority of CAA House, 45-59 Kingsway, London WC2B 6TE (ATOL number 2595). When you buy an ATOL protected flight or flight inclusive holiday\* from us, you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL certificate, will provide you with the services listed on the ATOL Certificate (or

a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you 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 you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). 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.

\*The flights and flight-inclusive holidays we arrange are ATOL protected providing they are made available in the UK. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Explore Worldwide Ltd, and in the event of their insolvency, protection is provided for the following:

Non-flight packages.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad. Please note that bookings made outside the EU are only protected by ABTOT when purchased directly with Explore Worldwide Ltd. In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

## **10. Trip participation and client responsibility**

You agree to accept the authority and decisions of our employees, Explore Leaders and agents whilst on trip with us. If in the opinion of any such person(s) or any other person in a position of authority (such as, for example, an airline pilot or hotel manager), your health, level of fitness or conduct at any time before or during a trip is endangering or appears likely to endanger your health or wellbeing or any third party (including any other clients of the Company) or the safe, comfortable or happy progress of the trip, you may be excluded from all or part of the trip without refund or recompense. Where you are excluded, we will have no further responsibility towards you (including any return travel arrangements) and we will not meet any expenses or costs incurred as a result of the exclusion. In the case of ill health, we may make such arrangements we see fit and recover the costs thereof from you. If you commit an illegal act (including, for example, causing any damage) you may be excluded from the trip and we shall cease to have responsibility to/for you as above. No refund will be given for any unused services. 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 accommodation owner or manager or other supplier or to us as soon as possible. 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. If you have any medical condition or disability which may affect your active participation in your trip or the trip arrangements of any other person or have 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 proposed trip and/or making the booking. In any event, you must give us full details 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 active participation in your trip or the trip arrangements of any other person in your party develops after your booking has been confirmed.

## **11. If we cancel or change your trip**

While we will do our best to operate all trips as advertised, we reserve the right to change and correct errors in any of the facilities, services or itineraries described in this brochure and/or on our website at any time before or after your booking is confirmed. Most changes are insignificant. Occasionally, we have to make a significant change. If a significant change has to be made, we will inform you as soon as reasonably possible, if there is time before departure. Please note, except for guaranteed departures, our trips require a minimum number of participants to enable us to operate them. If any trip does not have the minimum number of participants required to make it commercially viable, we are entitled to cancel it. We will notify you or your travel agent of cancellation for this reason not less than 6 weeks before the start of your trip. For guaranteed departures, we promise not to make any significant changes to the land only once the first booking has been made itinerary unless

we are forced to do so by force majeure (see clause 12).

However, if a trip, including a guaranteed departure consists of a group size of 3 or less, we reserve the right to substitute your Explore Leader with one or more local representatives and we may utilise public transport and/or taxis for the whole or part of your trip instead of the advertised trip vehicle. Where this is the case, we will tell you as soon as we are able. Any such change(s) will not be a significant change. This guarantee does not, however, apply to any international or domestic flights which may be subject to change or cancellation in accordance with these conditions. A significant change is a change made before departure which we can reasonably expect to have a major effect on your trip. Significant changes are likely to include the following changes when made before departure; a change of the outward or return international flight departure time to/from the UK (where we have booked your international flight) or of the duration of your trip (excluding international flights) of 12

or more hours, a change of UK departure airport (except between any London airport including Stansted and Luton) to one which is more inconvenient for you (where we have booked your international flight) and, a major itinerary re-routing. Please note, a change of airline, any advertised mode of transport, named accommodation, flight time(s) for any flight other than any international flight to / from the UK or of the flight time(s) for the international flight to / from the UK we have booked this for you of less than 12 hours are not significant changes unless otherwise expressly stated. If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i (for significant changes) accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii accepting an offer of alternative travel arrangements of comparable or higher standard from us, if available (at no extra cost); or
- iv if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again we will assume that you have chosen to accept the change or alternative booking arrangements.

We regret we cannot meet any visa, vaccination or similar costs in the event of any change or cancellation by us. Similarly, as you are advised only to book fully flexible connecting transport and other arrangements (such as pre or post trip accommodation) which can be cancelled or changed without charge, we cannot pay any cancellation, amendment or other charges you may incur in relation to any arrangements which you have to change or cancel as a result of any change to your trip.

Compensation:

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below if we cancel your booking and no alternative arrangements are available.

Period of notification given. Compensation\* to you or your travel agent per person:

- More than 42 days: Nil
- 41-28 days: £20
- 27-14 days: £30
- 13 days or less before the date of travel: £40

\*IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- where we make an insignificant change;
- where we make a significant change or cancel your arrangements more than 42 days before departure;
- where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- where we have to cancel your arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- where we are forced to cancel or change your arrangements due to Force Majeure (see clause 12)

## 12. Force majeure

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by “unavoidable and extraordinary circumstances”, meaning any event beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned’s control.

**Brexit Implications:** please note that certain travel arrangements may be affected as a result of the United Kingdom’s decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

## 13. Our responsibility for your trip

Your booking is accepted on the understanding that you appreciate and accept the possible risks inherent in adventure travel and that you undertake the trips, treks or expeditions featured in our programme at your own volition.

We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don’t remedy or resolve your complaint within a reasonable period of time, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees’ or suppliers’ negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(1) We promise to make sure that the trip 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 conditions and the other information which forms part of your contract with us, we will accept responsibility if, for example, you suffer death or personal injury or your contracted trip 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 trip 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 possessions and loss of enjoyment), 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) you or any member(s) of your party or the act(s) and/or omission(s) of a third party not connected with the provision of your trip and which were unavoidable and extraordinary or 'force majeure' as defined in clause 12 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 any 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. Any optional excursions or activities booked during your holiday do not form part of our contract as these are all arranged for you directly by the suppliers concerned – please see clause 15: Optional excursions and activities below. 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 regulations 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. Please bear in mind that standards of, for example, safety, hygiene, and quality may vary throughout the destinations, services and transport your trip involves and may be lower than or different to those applicable in the UK. If the particular services which gave rise to the claim or complaint complied with the local laws and regulations applicable to those services at the time, 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 regulations 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 trip in question.

(5) As set out in these conditions, we limit the maximum amount we may have to pay you for any claims you may make against us. We do not, however, limit or exclude our liability for death or personal injury caused by the negligence of ourselves or our employees (providing they were at the time acting within the course of their employment). 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 per person affected unless a different limitation applies to your claim under clause 13(6) below. You must ensure you have appropriate travel insurance to

protect your personal belongings. 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 three times the price (excluding any amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 13(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 trip.

(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, rail or road carrier, the maximum amount of compensation we will have to pay you will be limited. 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 were that claim made against it (for example, the Warsaw Convention 1929 as amended or unamended and the Montreal Convention 1999 for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention 1974 for international travel by sea and COTIF, the Convention on International Travel by Rail. Please note: 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 or hotelier 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 expenses or losses incurred by or relating to any business including self-employed loss of earnings.

(8) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 6. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

9) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs in advance. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean

warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

#### **14. Prompt Assistance**

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

#### **15. Optional excursions and activities**

We and our Explore Leaders may provide you with information (before departure and/or when you are on holiday) about optional activities and excursions which do not form part of your pre-booked holiday arrangements and which are available in the area you are visiting. We have no involvement in any such activities or excursions which are not run, supervised or controlled in any way by us. They are provided by local operators or other providers who are entirely independent of us and they may or may not have their own public liability insurance.

They may require a waiver form to be signed. Optional excursions and activities do not form any part of your contract with us even where we suggest particular operators / providers and / or assist you in booking such activities or excursions in any way. Where an Explore Leader collects payment for or otherwise assists in booking any such activity or excursion for you, we and the Explore Leader act solely as booking agent for the local operator / provider of the activity or excursion with whom you will have a contract. The local operator / provider's terms and conditions will apply. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 13(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 do not guarantee that any optional activity or excursion mentioned in our brochure, on our website or elsewhere will be available to book during your holiday and / or will operate as advertised as these services do not form part of our contract and are not under our control. They may not be available for various reasons. Any prices given in advance are indicative only. We will not be liable if you cannot, for

whatever reason, book any such activity or excursion or if the activity or excursion does not operate as advertised.

## **16. Flights/Transport/Delays**

The timings of air, sea, road or rail departures are estimates only. Subject to clause 11 "If we Change or cancel your Trip", we cannot accept any liability for any change, cancellation or delay in your transportation from or to the UK or during your trip whether any change, cancellation or delay is caused by adverse weather conditions, rescheduling by a transport supplier, airline or airport authority, action by air traffic controllers, mechanical breakdown, industrial action or any other event or circumstance outside our control. Where long flight delays result in lost trip time, no refunds are given by hotels or suppliers. Similarly, except where the Denied Boarding Regulations apply, airlines do not offer compensation for flight delays. It is in recognition of the above that our travel insurance policy offers compensation for flight delays over 12 hours (not applicable to flights within a trip itinerary). However, at their discretion your carrier will endeavour to reduce the inconvenience of any delay by providing meals and accommodation, as appropriate for the time of day or night (dependent on local availability), if you are delayed for more than 12 hours. If you incur payments for any services in the event of a delay, we will not accept responsibility for payment unless we have given our prior consent. If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstance, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under the EC Regulations No 261/2004 – the Denied Boarding Regulations 2004 where applicable you must pursue the airline directly for the compensation or other payments due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules, you should complain to the CAA at [caa.co.uk](http://caa.co.uk).

## **17. Late bookings**

We emphasise the importance of making a booking at the earliest opportunity, because of the small group nature of our trips. For bookings received within 6 weeks

of your trip start date (or at an earlier stage for certain trips), the contract between the Company and the client comes into existence as soon as full payment has been received by us or our authorised travel agent.

## **18. Building and Development**

Many resorts and hotels are continuing to develop. We will endeavour to inform you of any building work of which we are aware in advance of your holiday, which we consider may have a material effect on your contracted holiday services. However, it may be difficult to foresee the extent and impact such activity will or may have at any particular time.

## **19. Brochure / Website / Advertising material accuracy**

The information contained in our brochure, on our website and in our other advertising material is believed 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 trip (including the price) with us or your travel agent at the time of booking.

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## **Data protection privacy statement**

Explore takes your privacy extremely seriously. We are committed to doing everything we can to protect any personal information provided to us when you enquire about or book a holiday or another travel service with us, when you visit our website, or when you engage with us by other means. This equally applies if someone else makes arrangements on your behalf.

For full details of what, why and how we collect and use your personal information, how we protect it and how you can contact us, see our online Privacy Centre at [www.explore.co.uk/essential-information/terms-and-conditions/privacy-policy](http://www.explore.co.uk/essential-information/terms-and-conditions/privacy-policy) or call us on 01252 379438 so that we can send the details to you.

If you handle the arrangements for other travellers, please ensure they are aware of the information contained within our Privacy Centre and they consent to you acting on their behalf in your dealings with us.

To enable us to make holiday arrangements for you, we may ask you to provide information such as:

- your name, gender, date of birth, contact details;
- your preferred rooming arrangements and other special requests (including special categories of personal data such as dietary requirements, which may

disclose health matters or your religious or philosophical beliefs, and information about any disability or medical condition which may affect the chosen holiday arrangements.);

- the name and telephone number of an emergency contact person (whom we will only contact in urgent circumstances while you are away);
  - your passport and travel insurance details;
  - details of your payment card or your bank account (this information is processed using a third party payment services provider and is not stored by us);
- When you call us or correspond with us about your booking, we may record the call for training and quality control purposes and/or keep information on why you contacted us, and the advice we gave you.

On your return from holiday we email or post a satisfaction questionnaire to you. This gives us specific feedback on any issue you may have experienced, and statistical data we can amalgamate in order to monitor the quality of our holidays;

We will need to share your data with third party service providers, used in the delivery of your purchased holiday arrangements, some of which may be based outside the EEA. These providers include accommodation, restaurants and transport providers; local ground partners and agents, where we use them; equipment hire operators, including our cycling partners and guides, tutors and local attractions where booked on your behalf.

We keep the information related to your booking for a period which enables us to handle or respond to any complaints or queries and to fulfil our obligations to our third party suppliers who provided your holiday arrangements. The information may also be retained so that we can continue to improve your experience with us while you engage with and purchase from us.

By law we have to keep basic information about our customers for legal and tax purposes for up to 7 years after they cease being customers.

If you fail to provide personal information

Should you fail to provide data required either by law, or necessary to provide your chosen travel arrangements, we will not be able to provide the services you have booked or are attempting to book. This may result in Explore being unable to process your booking and be forced to cancel the booking. In this case, we will treat this as a 'cancellation by you' in accordance with the relevant Booking Terms & Conditions and notify you accordingly.

## **Marketing communications**

We may use your information to provide you with brochures, newsletters and other communications if you have provided your prior consent or we are permitted under an identified and assessed legitimate interest.

We sell our holidays directly to customers and so sending out brochures and other marketing communications by post from time-to-time is very important to the way we do business. We use data we have collected from bookings, brochure requests and other forms of engagement to decide what marketing information our customers may like to receive, and we have identified this as in our legitimate interest.

We do provide an opportunity to opt-out of this direct marketing during the booking or enquiry process and in subsequent communications, or you may contact us at any time to do so. We have found over the years that the majority of people welcome these communications and, those who do not are happy to let us know so we can ensure no more are sent.

If you ask us to stop sending marketing information, you may continue to receive communications for up to 4 weeks after your requested change while our systems are fully updated.

## Images

From time-to-time, our staff, customers and suppliers may take photographs and video footage of trips in progress, including photos and video footage of our customers. You will be invited to sign a model release form to consent to this. These images may be used in future marketing materials and stored physically and digitally. If you do not wish to be filmed or for your pictures to be taken or used in this manner, please advise your Explore Leader and/or the photographer at the start of your trip.

## Website use

In order for us to provide you with the optimum service, we use 'Cookies' on our website. Cookies are small text files sent to your computer when you access our site. Cookies used on our site are anonymous and contain no personal information, but do identify your computer so that you can navigate our site more easily and our website can remember your preferences. For more information about what cookies we use and how to manage them please refer to our [Cookie Policy](#).

## Contact us

It is important that the personal data we hold about you is accurate and current. Please keep us informed if any of the details you provide to us should change during the course of your relationship with us.

If you need further assistance, would like to make a comment or update your marketing preferences, you can contact us:

- By telephone on 01252 379438
- By email: [Dataprivacy@explore.co.uk](mailto:Dataprivacy@explore.co.uk)
- By mail to Data Privacy Manager, Explore, Nelson House, 55 Victoria Road, Farnborough, Hampshire, GU14 7PA, UK,

You also have the right to make a complaint at any time to the Information Commissioner's Office (ICO). You can contact them on 0303 123 1113 or go online to [www.ico.org.uk/concerns](http://www.ico.org.uk/concerns).