

BOOKING CONDITIONS

The Nature of Expeditions

Before booking, please take a moment to reflect on the nature of expedition travel. Whilst we make every effort to ensure you travel efficiently and as comfortably as possible, the very enjoyment of expeditions comes from their being adventurous, unique and unpredictable journeys to remote and challenging parts of the world. You must expect to encounter unforeseen local conditions and be flexible in accepting changes of itinerary, transport or accommodation on occasions. We accept your booking on the basis that you understand this to be the case, and that you realise the potential risks and hazards involved in this kind of travel including injury/health issues, damage to/loss of property, inconvenience and discomfort. If this notice puts you off, you probably should not book. If it does not, pack your sense of humour and sense of adventure and come and explore with us!

Early booking is strongly advised due to the small number of places available on these unique expeditions.

Please read the following conditions carefully. They set out what you are agreeing to when booking.

Booking Conditions

Bookings with Explorers World Ltd are only accepted in accordance with the terms and conditions set out below.

Your contract is between any person for whom places on an expedition are booked ('you' or 'your' or 'member/s of your party') and Explorers World Ltd ('the Company' or 'we' or 'our' or 'us'), Colaton Raleigh, Devon EX10 OJZ. Company Registered in England and Wales Number: 4117837

1. Booking and Payments

A provisional reservation should be made by telephone or e mail to confirm that places on your preferred expedition are still available. This place will be held for you for one week pending receipt of your completed booking form and deposit per person of 20% of the full price including any extensions. Full payment is required if travel is within 56 days (8 weeks). When we have confirmed your booking by

post/e mail the contract between us is complete. When you receive our confirmation notice it is important you check the details carefully and inform us if anything appears incorrect.

If you complete the booking form on behalf of others, we will take it that you have the authority of the members of your party to enter into a contract on their behalf and that you and they agree to be jointly and severally liable for it. If we are unable to accept your booking we will of course return your deposit immediately.

The balance of payment is due 8 weeks (56 days) before departure; no reminder will be sent. We reserve the right to cancel any booking for which full payment has not been received 8 weeks prior to departure and to apply cancellation charges.

2. Insurance

Explorers World Ltd has arranged special insurance covering the activities likely to be encountered on one of our expeditions. Single trip travel insurance is automatically included in the cost of your expedition. Details of the cover provided are shown on the Insurance pages of our website. The insurance is arranged by Campbell Irvine Ltd and underwritten by AXA Insurance.

You are recommended to check any other existing life or travel insurance cover you have to ensure they do not exclude travel of this kind and/or to inform your insurers of your intentions where appropriate.

3. Health

You must be fit and well to participate in an expedition. You must not travel against medical advice or with conditions that may affect your ability to participate fully. If you believe this may be the case, please check with our staff before booking your place.

Whilst we can advise you on medical requirements for travel, it remains your responsibility to ensure you receive the necessary professional medical advice from your doctor. Any information we provide on this subject is given in good faith but without any liability on our behalf.

You must inform us of any pre-existing medical condition that may affect your travel with us. Failure to do so, or misrepresentation regarding your health, may result in a breach

of contract, may invalidate your insurance, and/or give us the right to ask you to leave the expedition without compensation for any loss of services or enjoyment.

4. Passports, Visas and Vaccinations

All travellers are responsible for ensuring they have a passport valid for travel up to 6 months after departure, and any visas and vaccinations required for travel in the countries visited by your expedition – together with a legal right to enter these countries. Failure to have these in place may mean you are unable to join or participate in the expedition. Information on these subjects and related matters (climate, clothing, local conditions, equipment etc) is given in good faith but without any liability on our behalf.

5. Altering Your Booking

If you wish to alter a confirmed booking, please let us know your wishes in writing and we will try to accommodate them. Up to 56 days before departure the only charges will be an administrative charge of £25 plus any costs incurred by your changes. Within 56 days of departure changes may be treated as cancellations and subject to charges as shown below.

6. Cancellations

If you or any member of your party has to cancel a booking, please inform us by letter/fax signed by the person making the original booking. The cancellation only takes effect from the date written notification reaches our office and we have issued a cancellation notice. Whatever the reason for cancellation, your deposit and any insurance premium paid will be forfeit and the following cancellation charges will apply to the full cost of your booking:

55-42 days before departure: 30%
41-28 days before departure: 60%
27-14 days before departure: 90%
Less than 14 days: 100%

In certain circumstances, your travel insurance will provide you with compensation in the event of your having to cancel your holiday.

If you are unavoidably unable to travel, in certain circumstances it may be possible for you to ask us transfer your booking to another suitable person. The expedition and extension

arrangements must remain the same and such changes are subject to any suppliers agreeing to accept the name change. You and the transferee shall jointly and separately be liable for the balance due together with an administrative charge of £50 plus any extra charges levied by suppliers. Bookings cannot be transferred to another person in any other circumstances.

We retain the right to cancel an expedition in any circumstances (including under-booking) without compensation, but, if we have to cancel your expedition prior to travel for reasons other than 'force majeure', you will have the choice of taking a priority booking on another expedition or accepting a full refund of the monies paid (unless the cancellation is due to your non-payment of the final balance).

7. Changes to Itinerary/Activities

Whilst we will use our best endeavours to follow the expedition itineraries as described, we retain the right to make changes to the itinerary, activities, travel arrangements and accommodation etc as necessary due to the nature of travel in remote and undeveloped areas, force majeure or other reasons beyond our control. In booking an expedition place you accept that such changes may take place without refund or compensation and understand that, by their very nature, expeditions are inherently unpredictable. In the event of our planning, prior to the start of an expedition, a major change (defined as a cancellation of or major amendment to 24 hours or more activity outlined in the itinerary) we will advise you of this change if reasonably possible. You then have the choice of accepting the change, taking an alternative start date or cancelling your place and accepting a full refund of all monies paid (less an administrative fee of £50).

8. Complaints

Should you have a complaint about your holiday it must be reported to your expedition leader at the time to provide an opportunity for us or a supplier to put it right. Failure to complain on the spot negates or reduces your ability to subsequently claim any compensation. If the problem is not resolved and you wish to make a formal complaint, you must put it in writing and submit it to us within 30 days from the end of your expedition's itinerary, or the date when you leave the expedition if earlier.

9. Special Requests

If you have any special requests, please inform us of these at the time of booking on the booking form. We will try to take these into account and advise any relevant supplier but cannot guarantee they will be met, nor do we accept liability if such requirements are not met.

10. Participation

You agree to accept whilst on an expedition the authority and decisions of our employees, expedition leaders, guides and agents. We reserve the right to exclude a client from all or part of the expedition without compensation or refund if, in our opinion, their conduct or health is potentially disruptive to the safety or enjoyment of people on the expedition or prejudicial to the good reputation of Explorers World Ltd.

In the event of ill-health we will make every reasonable effort to assist with the provision of medical help, making such arrangements as we see fit and recovering the costs thereof from you.

No refund will be given for any unused services or costs incurred by you in leaving an expedition in any circumstances.

11. Flights and Transport Delays

There is no guarantee that flights and other forms of transport will depart at the time specified and we do not have any liability to you for any such delay. Where such delays occur with arrangements we have made within the itinerary, we will endeavour to arrange for the carrier to provide appropriate meals or accommodation, but we ourselves are not obliged to make any such provision. In some circumstances your travel insurance may offer you compensation for delays/cancellations.

You are responsible for organising your own international flights to and from the expedition start and finish points. Late arrival at the rendezvous (first meeting or start point) may mean the expedition proceeds without you. In such circumstances, where this is due to an unforeseen delay, we will make reasonable efforts to ensure you can join the expedition. In no circumstances will we accept any liability for compensation or refund for loss of services/enjoyment due to your late arrival at the rendezvous.

12. Surcharges

The price of the expedition will be held from 30 days before departure. Before that time we reserve the right to increase the expedition price to take into account changes in costs arising from: government action/tax changes, currency fluctuations, transportation costs (including fuel). We will absorb a sum equal to 2% of the expedition price except for changes to taxes, insurance premiums or amendment charges. Amounts in excess of this will be surcharged to you. If such charges exceed 10% of the expedition price you will be entitled to cancel your place with a full refund of all monies paid except insurance premiums and an administrative fee of £25. To make such a cancellation, please inform us in writing within 7 days of the date on the notification of the surcharge.

13. Liability

Bookings are made and accepted on the understanding that you appreciate the possible risks involved in expeditions and participate in one at your own volition. Our obligation is to provide the travel arrangements with reasonable care and skill.

a) Where you do not suffer death or personal injury, subject to the terms of Paragraph 7, we may accept liability if a significant part of your expedition is not as described in its itinerary due to actions on our part. Subject to (c), (d) and (e) below, the maximum amount of compensation which we will pay you in any circumstance will be a refund of your holiday cost (excluding insurance premium and £25 administrative fee) plus a refund of any directly attributable expense. We will use this maximum sum to assess the appropriate sum due to you. Any sum paid to you by suppliers will be deducted from any sum paid to you as compensation; in the event of compensation from an airline this will constitute the full amount of your entitlement to compensation for any consequences flowing from the airline's actions.

b) Where you suffer death or personal injury as a result of an activity forming part of your itinerary as booked with us before departure, we accept responsibility subject to (c), (d) and (e) below.

c) We accept liability in accordance with (a) and (b) above and subject to (d) and (e) below except where the cause of failure in your travel arrangements or any death or personal injury

you may suffer is not due to any fault on our part or that of our servants, agents or suppliers and is your own fault, or due to the actions of someone unconnected with your holiday arrangements, or due to force majeure, or due to unusual or unforeseeable circumstances or events.

d) Where a claim arises out of loss or damage suffered during the course of air, sea, road or rail travel or hotel accommodation, our liability and/our amount of compensation you will receive will be limited in accordance with the provisions of any relevant International Conventions, including the Warsaw Convention 1929 (including as amended by the Hague Protocol 1955), the Berne Convention 1961, the Athens Convention 1974, the Geneva Convention 1973 and the Paris Convention 1962.

e) Our acceptance of liability in (a), (b), (c) and (d) above is conditional upon you assigning any rights that you have against any of our servants, agents, or suppliers which is in any way responsible for the failure of your travel arrangements or death or personal injury you suffer. Such acceptance of liability is also subject to your following the procedures for the notification of complaints set out above.

14. Images

Any images or likeness of you taken on an expedition may be used by us without charge in any media for promotional or marketing purposes.

15. Law

Our contract with you is subject to the law of England and exclusive jurisdiction of the Courts of England and Wales.

17. Alterations

No employee or agent of the Company may alter these conditions or offer any refund, compensation or discount without the written consent of a Director.