

## Booking Conditions

### IMPORTANT TO NOTE

**Please read these booking conditions.**

These conditions apply to all tours operated by or through Exodus Travels Ltd. (hereinafter called 'the Company' or 'we'), a member of the First Choice group of companies, of First Choice House, London Road, Crawley, West Sussex, RH10 9GX, and are sold subject to the following conditions:

1. To make a booking you must send us a signed, completed Booking Form and a deposit of 10% of your selected travel arrangements (minimum £100 or equivalent, £500 or equivalent if a Polar holiday). We will then invoice you for the remainder of the cost, which you must pay not later than 8 weeks before departure. If you book less than 8 weeks before departure, full payment must be made on booking. The booking is not accepted and no contract exists until the date shown on the confirmation issued by the Company. Notification of cancellation must be made to the Company in writing.
2. Bookings made over the telephone by credit card more than 8 weeks before departure will not be deemed accepted until we have received a signed booking form in our office and we have issued a confirmation. If a signed booking form is not received within 10 days of the booking being made over the telephone, the booking will be deemed cancelled, the deposit will be forfeit and the place will be released for resale. Bookings made over the telephone by credit card less than 8 before departure (i.e. when full payment is due in booking) will be subject to the cancellation conditions in clause 4 below regardless of whether a booking form has been received in our office.
3. If you cancel your booking more than 8 weeks before departure we will not refund your deposit or travel insurance premium, but you may if you wish transfer your deposit and travel insurance to another holiday in our current programme (provided you are not already booked on it) on payment of a transfer fee of £40 (£500 or equivalent if a Polar holiday as we have high irrecoverable costs), subject to your notifying us in writing within two weeks of your cancellation, telling us which holiday you wish to transfer to and paying the transfer fee. If the holiday you transfer to is more expensive than the one you originally booked, a further deposit will also be payable. If you subsequently cancel the holiday to which you have transferred, we will retain your full original deposit and transfer fee.
4. If you cancel your booking after you have paid in full the following cancellation charges will be made:
  - between 43 and 56 days before departure: 40% of the holiday cost
  - between 29 and 42 days before departure: 60% of the holiday cost
  - between 15 and 28 days before departure: 80% of the holiday cost
  - 14 days or less before departure (or fail to join the holiday): 100% of the holiday cost

These dates refer to our receiving written notification of your cancellation. Travel insurance premiums are not refunded. We strongly advise you to take out insurance against irrecoverable cancellation costs.
5. If you are prevented from travelling on the holiday you booked by genuine circumstances (e.g. insurable risks or other circumstances beyond your control), you may transfer your booking to another person provided they meet all the requirements relating to that holiday. You must provide proof of why you are unable to travel at the time you transfer your booking. A transfer fee of £40 will be payable, or £80 if the transfer is less than four weeks before departure, and additional costs such as airline tickets and permit fees may also be payable. Bookings may not be transferred to another person in any other circumstances. Travel insurance is not transferable.
6. If you do not pay the balance of your holiday cost within 8 weeks of departure your booking will be terminated and you will lose your deposit.
7. We will let you know as soon as we can if, through no fault of your own, we are forced to significantly alter or cancel your holiday. In these circumstances you can choose one of the following options. a) cancel your holiday and receive a full refund; b) accept a substitute holiday if we are able to offer you one. If the substituted holiday is of a lesser value, we shall also refund you the difference in price; If appropriate we will also compensate you for the inconvenience unless the alteration or cancellation is because there are

insufficient numbers to run the holiday or if the alteration or cancellation has come about because of unavoidable, unusual and unforeseeable circumstances beyond our control. If we cancel your holiday, insurance premiums paid to us will be refunded, except in the case of annual insurance which has already covered a risk. We shall not be liable to you for any incidental expenses incurred by you as a result of any arrangements that you may have made, if you have made those arrangements before we have sent you final confirmation of your itinerary and previously advised you against incurring such expenses.

8. Before booking and not less than 30 days prior to departure (or for whatever period may from time to time be dictated by the Government) the prices featured may change. We reserve the right to impose surcharges once you have booked but no surcharges will be imposed within 30 days of departure (or within whatever period the Government may from time to time deem) and any downward revision in the price will be refunded to you. Surcharges will only be imposed for variations in: a) transport costs, including the cost of fuel. b) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; or c) the exchange rates applied to the booking. Price increases and surcharges will be calculated according to the full extra cost compared to the costs which obtained when the brochures were produced and exchange rates of/or which obtained on the following dates (see chart below). In any event we shall absorb the first 2% of any such surcharge (or whatever percentage the Government may from time to time dictate). Any increase to the price which exceeds 10% of the total holiday cost will entitle you to the options outlined in clause 7 above. Price increases and surcharges will be calculated according to the costs and exchange rates which obtained on the following dates:

Discovery and Walking trips (trip codes starting with A or T)	£1=US\$1.90; £1=Euro1.48
Overland trips (trip codes starting with V)	£1=US\$1.90
Biking trips (trip codes starting with M)	£1=US\$1.90; £1=Euro1.48
Destinations (trip codes starting with D)	£1=US\$1.90; £1=Euro1.48
Families (trip codes starting with F)	£1=US\$1.90; £1=Euro1.48
Winter Activities trips (trip codes starting with C)	£1=Euro1.47
Multi-Activity (trip codes starting with K)	£1=US\$1.83; £1=Euro1.50

9. A general indication is provided in our brochures and website of the itinerary for each holiday, the type of accommodation used, what is included in the price, passport and visa requirements, and health formalities. Changes in all of these items may be made at any time and we will notify you of any changes that we become aware of as soon as we are reasonably able to do so. For some holidays we publish detailed Trip Notes which contain the up-to-date definitive information about the holiday, and which will be sent on request or can be downloaded from our website. If after reading these Trip Notes you feel you have misunderstood what is included in the price, or the nature of the holiday, you may cancel your booking without penalty and we will refund any monies paid to us. Such cancellations will only be allowed during the week following our sending the Trip Notes to you, and will not be allowed if your booking is made less than 8 weeks before departure, when you should ensure that you are fully aware of the contents of the Trip Notes before booking. The information and conditions relating to your holiday (and extensions/options where applicable) contained in the Trip Notes will be deemed to be part of the contract, and you should therefore read them carefully. Should there be a discrepancy between the information in the brochure and the Trip Notes, the information in the Trip Notes supersedes that in the brochure and will be considered the most up-to-date and accurate.
10. Any information or advice provided by the Company on matters such as permits, visas, vaccinations, climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility on the part of the Company, and the passenger accepts responsibility for obtaining any necessary visas and travel documents required for the holiday.
11. If any significant changes to the holiday have to be made before departure, we undertake to inform you, and you are entitled to the options detailed in clause 7 above. A 'significant change' is a change of more than 24 hours (12 hours for holidays of 10 days' duration or less) in departure or return timings or other such change to itinerary and services that would reasonably be considered significant.
12. Your booking is accepted on the understanding that you realize 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 which 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 the part of Exodus. 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. It is a fundamental condition of joining any Exodus holiday that you accept this flexibility, and acknowledge that delays and alterations and their results, such as inconvenience, discomfort, or disappointment, are possible: we will always endeavour to provide suitable alternative arrangements. If it is impossible to make alternative arrangements or if a passenger is unable, or does not choose for good reason, to complete an itinerary outlined for a holiday, the Company is not liable to supply alternative itineraries, excursions, accommodations, services or staff for the period when the client is not present with the group, but in these circumstances we will arrange transport back to your point of departure if you wish.
13. On an adventurous holiday it is necessary that you abide by the authority of the leader, who represents the company. Signing our booking form signifies your agreement to this, and if you commit any illegal act when on the holiday or if in the reasonable opinion of the leader your behaviour is causing or likely to cause danger.

distress or annoyance to others we may terminate your travel arrangements without any liability on our part. 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.

14. Before you come on the holiday you must be covered by insurance, which must include adequate cover for baggage, medical expenses and the cost of repatriation should you become too ill to continue, including helicopter rescue and air ambulance. If you join the holiday without adequate insurance you may not be allowed to continue on the holiday, with no right of refund. We have an insurance scheme specifically designed for this kind of travel, and we strongly recommend you to use it. Any claims concerning matters for which you are insured must be directed to your insurers.
15. 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. Most Exodus holidays are based on group flights from London. 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 with your holiday, although you may, at your discretion, remain at the local joining point for the arrival of the group.
16. If you have any complaint about the holiday, you must make it known at the earliest opportunity to the leader and/or our local representative, who will normally be able to take appropriate action. If you are not satisfied with their response and you feel your enjoyment of the holiday is likely to be significantly affected, you should notify our head office in London and we will do our best to resolve the problem. If at the end of the holiday, you feel your complaint has not been properly dealt with, we shall try and agree a settlement with you, but you must first notify us of your complaint in writing within 30 days of your scheduled date of return.
17. We are responsible to you for the proper performance of our obligations under the contract irrespective of whether those obligations are provided directly by us, or by third party service providers engaged by us acting within the proper course of their employment. We are liable to you for any damage caused to you by our failure to perform the contract or by our improper performance of the contract, unless that failure is: a) attributable to you; b) attributable to a third party unconnected with the provision of the services and are unforeseeable or unavoidable; c) due to unusual and unforeseeable circumstances beyond our control and could not have been avoided even if all due care had been taken; d) due to an event which even with all due care we could not foresee or forestall.
18. In any event, you are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives. You are required to carry proof of insurance with you and produce it if reasonably requested by company employees or suppliers. Passengers travelling on vehicles owned by the company are covered by passenger liability insurance up to a maximum of £3 million per group per incident, and by completing our Booking Form you acknowledge that the Company has taken all reasonable steps to safeguard its liability in this respect. Except in instances of personal injury or death, where the Company is found to be liable for damages in respect of its failure to carry out the contract, the maximum amount of such damages, compensation and loss of enjoyment will normally, but not necessarily, be limited to three times the basic holiday price shown on the invoice. Where the damages relate to the provision of transport by air, sea or rail, or hotel accommodation, any compensation payable will be further limited by the EU Charter of Passengers Rights, the Warsaw Convention as amended by the Hague Protocol (air), the Athens Convention 1974 (sea), the Berne Convention 1961 (rail), and the Paris Convention 1962 (hotel accommodation), or any such statute or regulation as may from time to time amend or supersede any of the above. Copies of the conditions of carriage and any conventions which may apply are available on request. Any independent arrangements that you make which are not part of the holiday are entirely at your own risk. You must comply with the conditions of carriage applied by land, sea and air carriers. The provisions of the Warsaw Convention 1929 (as amended) concerning the carriage of passengers and their luggage by air, and the airlines' conditions of carriage, may apply to you and your party during your flight, and during boarding and disembarkation. These provisions and conditions may limit or exclude liability for death or personal injury, or loss of or damage to luggage, and may make special provisions for valuables. In the case of sea travel the provisions of the Athens Convention 1974 relating to the carriage of passengers and their luggage by sea may apply. This Convention and the sea carriers conditions of carriage may continue to apply to you and your party throughout your stay on board the ship, and during boarding and disembarkation. The Athens Convention, and the carriers' conditions of carriage, may limit or exclude liability for death or personal injury, or loss of or damage to luggage, and make special provisions for valuables.
19. Any flights forming part of the holiday arrangements are subject to the conditions of the carrying airline, which in most cases limit the airline's liability to the passenger in accordance with International Law and conventions. Copies of the conditions of carriage and any conventions which may apply are available on request. Exodus Travels Ltd. is a bonded holiday operator licensed by the CAA, ATOL no. 2582. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for advance booking. Please note that ATOL bonding only applies to bookings made within the UK that include international flights from the UK. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). Air carrier liability for passengers and their baggage: This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal 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 approximately £80,000, 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 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 approximately £3,300. 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 approximately £800. Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to approximately £800. 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 contracting 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.

20. Any likeness or image of you secured or taken on any of our holidays may be used by the company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.
21. By completing the booking form you agree that, if necessary, the company may pass your contact details and numbers to any third party connected with the operation of the specific holiday on which you have booked. This information will not be used for any other purpose, nor will be passed to any other parties.
22. The booking conditions may only be waived or amended by written mutual consent. When you complete the booking form you agree to accept all these conditions, and when we accept your booking we agree to carry out our obligations to you as defined in the information provided to you. This agreement will be governed by English law and any disputes will be dealt with by the English courts. If however, you booked your holiday in Scotland or Northern Ireland any disputes may be dealt with in the local courts in Scotland or Northern Ireland and will be subject to the law of those countries.

## **BIKE HIRE CONDITIONS**

1. Advance booking is necessary to reserve equipment; bookings are not confirmed until receipt of payment.
2. The equipment, including all accessories supplied, is let out on hire. The equipment remains the property of Exodus Travels Ltd. ('the Owner') and the Renter will not sell, hire out or otherwise part with possession thereof.
3. The Renter undertakes not to misuse the equipment and to return it with all accessories in the same condition as when received (ordinary wear and tear excepted). The Owner shall be entitled to charge the Renter for any damage caused to the equipment during the period of hire. In the event of a breakdown, other than as a result of the Renter's misuse, the Owner will use his best endeavours to repair or procure the repair of the equipment.
4. Notwithstanding claims for personal injury or death, the Owner shall not be liable for any damage or loss whatsoever, through breakdown or other defects in the equipment or other circumstances beyond the Owner's control. The Renter shall be liable to the Owner in respect of all costs, claims, expenses and demands which he may suffer or incur and which arise directly or indirectly out of use of the equipment during the period of hire. The Owner reserves the right to charge the Renter for partial or full settlement of any such claim.
5. In the event of the equipment being stolen or lost, the Owner reserves the right to call upon the Renter to be liable to the Owner for the replacement value of the equipment, being not less than £250. However, should the equipment subsequently be returned in a satisfactory condition, the Owner hereby undertakes to refund the Renter any sums taken in respect of lost or stolen bikes within 14 days.
6. The Renter is over 16 and under 70 years of age, and will ensure that the equipment is adequately secured when not in use, will not use the equipment whilst under the influence of drink or drugs, and will immediately notify the Owner in the event of breakdown or loss of the equipment.
7. Depending on the number of people who have hired bikes, there may on occasions be insufficient bikes available for hire and though we will endeavour to find suitable alternative equipment, this cannot be guaranteed. We will tell you before you book whether there are sufficient numbers of bikes available. Alternatively, if there are insufficient bikes in the destination country but bikes are available from the UK you can choose to hire one of these, but hire will be charged out at UK rates including delivery to the destination.