

TRIP SUITABILITY & BOOKING CONDITIONS

2018-19, GBP VERSION



TRIP SUITABILITY

We want you to enjoy your trip to the fullest extent possible, so we ask you to take a moment to read through the following information and make sure you're fully aware of the kind of trip you will be joining.

Imaginative Traveller trips and adventure travel in general can be quite demanding and there are risks and hazards that are inherent in such trips. Long driving days can sometimes be uncomfortable and tiring. Many of the places we visit are off the beaten track and so do not have the infrastructure that we are accustomed to in western society. Accommodation can vary greatly in standards and when wild camping on an Overland trip we rely entirely on our own provisions.

You will have the opportunity to take part in many exciting activities and excursions, some of which are included whilst others are optional (i.e. Hiking The Inca Trail, trekking to see Mountain Gorillas) these require a certain level of fitness, so it's important that you read through the trip notes thoroughly and make your own conclusions as to whether you feel that you are fit and healthy enough to enjoy this trip to its fullest. Some activities may have higher risks than you are used to and you must judge whether or not you wish to, or have the physical ability to take part. All travellers are also required to carry their own bag and lift it into storage areas, get on and off public transport or if on an Overland trip - be able to manage the 2 foot step on and off the Overland truck.

Weather conditions in certain areas can also make physical activity more challenging. This also applies to our trips that travel at altitude.

It is extremely rare for us to have to refuse anyone a space on our trips for medical reasons. If at the time of booking you have any concern at all about a medical condition that may prevent you from participating fully in the trip, please let your travel agent or Imaginative Traveller know as soon as possible. If upon disclosure, our operator is of the opinion that the trip is not suitable for you, then we reserve the right to cancel your booking or alternatively to limit your participation in certain activities.

Whilst we don't want to put anyone off experiencing one of our trips, we ask that you read through the trip notes for the trip you have selected carefully and realistically self assess your ability to complete the trip as described. Please consult with your Dr and/or us if you have any doubts.

A positive attitude and an open mind are just as important as your ability to get involved and fully participate on your group trip.

TERMS & CONDITIONS

BOOKING CONDITIONS - Dragoman Overseas Travel Ltd. Valid from 1st December 2013 (updated on 1 July 2018)

1. Terms Used

a) These conditions apply to all tours sold by or through The Imaginative Traveller (hereinafter called 'Imaginative Traveller'). Imaginative Traveller is a trading name for Dragoman Overseas Travel Ltd. The "Company", "we", "us" and "our" is Dragoman Overseas Travel Ltd. a company registered in England with limited liability. Registered office: Camp Green, Debenham, Suffolk, IP14 6LA. UK Reg. Number: 2732524. Dragoman Overseas Travel Ltd. is a UK based company and all contracts are subject to English law. Dragoman Overseas Travel Ltd is a member of The Dragoman Travel Ltd Group of Companies. The tours described are sold by Imaginative Traveller. They are operated on the ground either by Imaginative Traveller itself, Dragoman Overseas Travel Ltd or a number of associated adventure tour companies and partners.

b) The "Client", "you" and "your" is all persons named on the booking (including anyone who is added or substituted at a later date) or any of them, as the context requires.

c) The "lead name" is the person who makes the booking on behalf of everyone travelling on the booking. The lead name must be at least 18 at the time of booking.

d) A "tour" is any expedition, safari, tour, trip or combination of sectors that has its own reference as shown in the brochure or website which you book with us in the UK and which we agree to arrange, provide or perform, as applicable, as part of our contract with you. A "flight inclusive tour" is any tour which includes international flights booked through us at the same time as the rest of the tour arrangements.

e) "Force majeure" is any event or circumstances which we or the supplier of the service(s) affected could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist

activity, industrial dispute, natural or nuclear disaster, adverse weather or road conditions, fire, bureaucratic obstacles, changes in schedules or mode of transport by ferry companies, airlines, bus or train operators and all similar events outside our control.

2. The Contract

a) A contract between us only comes into existence after we receive the appropriate deposit (see 3a and 3b for amounts) and we dispatch, by post or electronically, to the lead name or your travel agent a confirmation invoice. The lead name must be authorised to make the booking on the basis of these booking conditions by all persons listed on the booking (and their parent or guardian for anyone under the age of 18 at the time of booking) and is responsible for ensuring that all those listed have read the booking conditions and agree to abide by them. The lead name is responsible for making all payments due to us.

b) No persons, organisation or employee of the Company has any authority to vary any of these booking conditions, or any information, itineraries, dates and prices, etc., printed in this brochure.

c) We reserve the right to decline any booking at our discretion.

d) Please check your confirmation invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within 10 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

e) Where you book through our website, any electronic acknowledgement of your booking is not a confirmation of it. Your booking is confirmed when we send the confirmation invoice to the lead name electronically.

3. Payments

3.1 Payments for Small Group Tours

a) If you book your tour more than 56 days before the departure date, you must pay a deposit of £200 or 10% of the land cost of the tour, apart from the following exceptions:

Songlines Music Tours the deposit is £600
Family Overland the deposit is £400
Trips with Gorilla permit deposit is £600
Trips with Inca Trail permit deposit is £400

The balance of the tour cost must be paid not later than 56 days before the departure date of the first tour booked, otherwise we are entitled to treat the booking as cancelled by you in which case the cancellation charges shown below will be payable.

b) If you book your tour less than 56 days before the departure date, you must pay the full tour cost at the time of booking.

c) For flight inclusive tours, all monies you pay to one of our UK authorised travel agents for your tour will be held on our behalf until they are paid to us. For all other tours, all monies you pay to such travel agents for your tour will be held by the agent on your behalf until we dispatch our confirmation invoice. After that point, your agent will hold the monies on our behalf.

d) Payments for international flights (to and from the land tour) are not included in the land cost. The international flight element must be paid in full at the time of booking.

3.2 Payments for Tailor Made and Charter Trips

a) Upon booking you will be required to pay a 30% non refundable deposit in the agreed currency.

b) Payments for international flights (to and from the land tour) are not included in the land cost. The international flight element must be paid for in full at the time of booking.

c) Final Balance is due 56 days before the departure date.

d) For flight inclusive tours, all monies you

pay to one of our UK authorised travel agents for your tour will be held on our behalf until they are paid to us. For all other tours, all monies you pay to such travel agents for your tour will be held by the agent on your behalf until we dispatch our confirmation invoice. After that point, your agent will hold the monies on our behalf.

e) Payments for flights are not included in the tour cost or the tour deposit and so are in addition.

4. Cancellations Or Changes By You

4.1 *If you wish to cancel your tour (see definition of tour above),*

a) The lead name must inform us in writing. Cancellation charges are calculated on the day written notification is received by us. The table below shows the number of days before the tour departure date that the Company receives written notification of a cancellation, and the percentage of the total tour cost, including any surcharges but excluding any amendment fees, insurance premiums, non-refundable deposits on tours, pre-paid non-refundable kitty expenses (if applicable) and upfront flight costs (all of which are non refundable), that will be payable as cancellation charges:

Days	% charge
More than 56	Loss of deposit (see earlier)
31 to 55	50%
Less than 30	100%

b) Cancellation fees for air tickets issued by or on behalf of Imaginative Traveller will apply as determined by Airline Tariff Regulations and will vary depending on the type of ticket issued. This can be as much as 100% after purchase. In addition, Imaginative Traveller cancellation charges may apply.

c) Hotels, transfers and other add ons will incur cancellation charges depending on circumstances but may be up to 100%. Depending on your reason for cancellation, these charges may be recoverable under your insurance policy.

d) No refunds will be made if you leave a trip for any reason after the trip has begun. This

includes refunds for any unused sector(s) or sections if you have booked a combination of individual trips.

4.2 *If you wish to change your booking in any way, the following fees will apply:*

a) If you want to transfer from one tour to another (see also Tailor Made Tours below), you must inform us in writing together with a completed, signed booking form (and increased deposit if necessary) for the tour to which you wish to transfer. If we receive written notification 56 days or more before the departure date of the original tour, an administration charge of £125 per person will be made, plus any other non-recoverable charges or expenses. If we receive written notification less than 56 days before the departure date, all transfers will be treated as cancellations and subject to the scale of cancellation charges shown in clause 4 i. a). If you subsequently cancel the new tour, cancellation charges will be calculated on whichever tour is of the greater value.

b) Amendments to your tour booking and any other arrangements made in conjunction with your tour (e.g. pre- and post tour accommodation, transfers, flights etc) will be subject to a £75 administration fee per change. This fee is in addition to any charges levied by ground operators, hotels or airlines.

c) If you are prevented from travelling on the tour, you may transfer your booking to another person provided they meet all the requirements relating to that holiday. A transfer from one person to another is also dependent on the availability of tickets, permits and other travel arrangement, as some of these are regulated by local law and are not transferable from one person to another. A transfer fee of £125 is payable, and additional costs such as airline tickets and permit fees may also be payable. Both the person who was originally to take the holiday and the person who actually takes it will be responsible for the payment of the amendment charges and any outstanding balance due in respect of the holiday price and you will also be responsible for any additional costs that are incurred as a reason of substitution or transfer.

On some trips it is not possible for us to accept late bookings as they are subject to availability.

d) All deposits paid on trips where Gorilla or Kilimanjaro permits are obtained or that include an Inca Trail Trek or the 'W' Walk are non refundable.

4.3 *Amendments and Transfers for Tailor Made Tours:*

a) If you make any changes to Tailor Made tours there are likely to be charges made by our ground operators. These will depend on the nature of the changes and the time before departure.

b) If you wish to transfer a Tailor Made tour, this will be looked at on an individual basis and if a transfer is not possible it will be treated as a cancellation and therefore will be subject to cancellation charges.

5. Cancellations Or Changes By Us

a) 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.

The information about trips given in this brochure is subject to change. Where practical, any changes will be reflected in the Trip Notes that are sent to you with your Final Documentation. It is your responsibility to review the up-to-date Trip Notes sent to you with Final Documentation. If you make a booking less than 56 days before departure you must ensure you are fully aware of the contents of the Trip Notes. The information and conditions in the Trip Notes will be deemed to be part of the contract.

b) We plan the arrangements for your tour many months in advance and may occasionally have to make changes, sometimes at short notice, 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 significant change becomes necessary, we will advise you of the change as soon as possible. Whether a

change is 'significant' 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 significant 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 significant change arises from circumstances amounting to force majeure or consolidation, we will pay you compensation as appropriate.

c) 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. Operation of all tours is dependent on a minimum number of persons booking the tour and the exact number varies depending on the tour supplier and style of trip. If the required number for a particular tour is not achieved, we reserve the right to cancel the tour. Your trip may be varied at short notice, even after its commencement. Changes may occur because of force majeure, poor road conditions, weather, the availability of tickets, vehicle breakdowns, changes in transport schedules, or other circumstances beyond Imaginative Traveller control. Imaginative Traveller does not accept any responsibility for loss of enjoyment, delays or compensation resulting from changes due to force majeure or any reasons beyond Imaginative Traveller control. Group sizes may also vary.

In no circumstances will we cancel your tour less than 4 weeks before the scheduled departure date except for reasons of consolidation, force majeure or failure on your part to pay the final balance. 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.

d) In the event of cancellation by us, we will offer you the choice of (i) purchasing an alternative tour from us, of a similar standard to that originally booked if available or (ii) receiving a full and quick refund of all monies you have paid to us. Where possible, we will offer you at least one alternative tour of equivalent or higher standard for which you will not be asked to pay any more than the price of the original tour. If this tour is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the tour we specifically offer you, you may choose any of our other then available tours. You must pay the applicable price of any such tour. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper

e) If we have to cancel, we will, where compensation is appropriate, pay you the compensation payments shown in clause 5f below, depending on the circumstances and when the significant change or cancellation is notified to the lead name or your travel agent subject to the following exceptions.

f) If we have to make a significant change we will, where compensation is appropriate, pay you the compensation payments set out in the table below depending on the circumstances and when the significant change is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. The table below shows the number of days you are told before the tour departure date and the compensation payable:

Days	Compensation
More than 56	Nil
Between 28 and 55	£15
Between 15 and 27	£25
Less than 15	£35

g) We reserve the right to use alternative forms of transport and/or vary the itinerary if force majeure, breakdown, accident, sickness, etc. make such a change necessary.

h) Because of the nature of the areas we travel through, significant changes can and do occur after departure, over which we have no control. On rare occasions, force majeure may require us to curtail a tour before its scheduled end. We will organise contingency itineraries but, where force majeure occurs, cannot be held responsible for compensation or additional expenses or offer any refunds (unless we obtain any refunds from our suppliers) in respect of any unused services.

i) All changes which are not significant are treated as minor changes. Minor changes may occur at any time before or after the tour departure date. While we will make reasonable efforts to inform you of minor changes, we are under no obligation to do so. No compensation will be paid and the options set out in clause 5b) will not be available where a change is a minor one.

6. Prices

a) We reserve the right to vary and correct errors in prices at any time before the contract has been made and, in the event that it does so, will advise you at the time of booking.

b) Once the price of your chosen tour has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the circumstances set out in this clause. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or in the exchange rates

which have been used to calculate the cost of your tour.

c) Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your tour (excluding insurance premiums and any amendment charges) will we levy a surcharge. If any surcharge is greater than 8% of the cost of your tour (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another tour from us as referred to in clause 5.

d) Where applicable, you have 7 days from the issue date printed on the surcharge invoice to tell us if you want to purchase an alternative tour or cancel. If you do not tell us or your travel agent that you wish to do so within this period of time, we are entitled to assume that you agree to pay the surcharge. Any surcharge must be paid with the balance of the cost of the tour or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

e) A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your tour as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. No refund is available due to decrease in the price of a tour as a result of discounts.

f) We promise not to levy a surcharge within 20 days of departure. No refund will be payable during this period either.

g) Not included in the tour price. Airfares, visas and passport fees, airport taxes, additional hotel accommodation, laundry, postage, drinks, medical expenses, travel insurance, telephone calls, gratuities to staff and crew.

7. Itineraries

a) The itineraries and other details are published in good faith as statements of intention only and reasonable changes in the itinerary, vehicle and equipment use, etc. may be made where we deem necessary or advisable.

b) If any additional expenses are incurred through delays, accidents or disruption of planned itineraries because of force majeure or considered advisable by us, such expenses are to be borne by you.

c) You accept that force majeure may prevent us from supplying or performing services and/or itineraries as described.

d) Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of force majeure.

e) No refund will be made for unused services included in the tour cost.

f) Imaginative Traveller operates 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. Please bear this in mind when making your booking.

8. Complaints & Consumer Protection

a) If you have a complaint about your tour or wish to tell us about a lack of conformity in what was promised at the time of booking, in the first instance you should inform the tour leader or our local partner so that remedial action can be taken if possible. Should an immediate resolution not be possible to your satisfaction, please contact customerservices@imtrav.net. You should also notify any supplier concerned verbally and, if appropriate, in writing. If you remain dissatisfied, you must provide us with full details of your complaint in writing within 28 days of the tour finish date. You should write to the registered office of the Company as shown in Clause 1,a.

b) For clients who book in the UK (including by our website from overseas), any disputed and unresolved complaint may be referred to the low-cost AITO Independent Dispute Settlement Service (details available on request). Claims which exceed £1500 per person or £10,000 per booking or which

arise principally or exclusively in respect of (or as a consequence of) illness or physical injury are not admissible for settlement under the service.

c) Both parties agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. Both parties also agree that any claim must be dealt with by the AITO Dispute Settlement Service or the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any claim governed by the law of Scotland/ Northern Ireland as applicable (but if you do not so choose, English law will apply).

d) Your Financial Protection
The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under ABTOT Combined and The Package Travel and Linked Travel Arrangements Regulations 2018 for Dragoman Overseas Travel Ltd., ATOL number 4157, and in the event of their insolvency, protection is provided for the following:

1. non-flight packages;
2. flight inclusive packages that commence outside of the EU, which are sold to customers outside of the EU; and
3. flight inclusive packages, flight only and linked travel arrangements (LTAs) sold as a principal under ABTOT Combined.

ABTOT Combined 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 Dragoman Overseas Travel 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.

You can access the The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>

When you buy an ATOL protected flight or flight inclusive holiday from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

The price of our ATOL-protected flight inclusive Packages includes the amount of £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.

We, or the suppliers identified on your ATOL Certificate or holiday itinerary, will provide you with the services listed on the ATOL Certificate or itinerary (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 or supplier may provide you with the 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 or supplier 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 or supplier. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder or supplier, in which case you will be entitled to make a claim under the ABTOT Combined scheme.

If we, or the suppliers identified on your ATOL certificate or holiday itinerary, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder, alternative supplier or otherwise) for reasons of insolvency, ABTOT Limited may make a payment to (or confer a benefit on) you under the ABTOT Combined scheme. You agree that in return for such a payment or benefit you assign absolutely to ABTOT Limited 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 ABTOT Combined scheme.

For further information visit the ATOL website at www.atol.org.uk or the ABTOT website at www.ABTOT.com.

e) Package Travel Protection

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore you will benefit from all EU rights applying to the packages. Dragoman Overseas Travel Ltd. ('Dragoman') will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Dragoman has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

Key rights under the Package Travel and Linked Travel Arrangements Regulations 2018

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, has changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund

and compensation where appropriate.

- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Dragoman has taken out insolvency protection with The Association of Bonded Travel Organisers Trust Limited (ABTOT), 117 Houndsditch, London, EC3A 7BT, United Kingdom, phone 020 7065 5311 (during office hours), helpline 01702 811397 (24/7). Travellers may contact this entity or, where applicable, the competent authority (The Insolvency Service, website: <https://www.gov.uk/the-insolvency-service>, email: insolvency.enquiryline@insolvency.gsi.gov.uk, phone: 0300 678 0015) if services are denied because of Dragoman's insolvency.

A copy of The Package Travel and Linked Travel Arrangements Regulations 2018 may be found on: www.legislation.gov.uk/ukdsi/2018/634

9. Our Responsibility

a) All information in this brochure and on our website has been compiled with

reasonable care and is published in good faith.

b) We promise to make sure that the tour arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted tour 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 tour 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). Regardless of any wording used by us in our brochure, 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.

c) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment and loss of possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -
 (i) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party;
 (ii) the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable;
 (iii) force majeure;
 (iv) 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;
 v) any information or advice given to you by your travel agent unless it has been given

to the agent by us. Otherwise, information and advice is the responsibility of the travel agent;

vi) your travel agent not giving, or incorrectly giving you advice, information or documents we have sent or given to your travel agent;
 vii) any information and advice on visas, travel documents, climate, spending money and other costs, clothing, equipment, etc. All such information and advice has been compiled with reasonable care and is given in good faith but without responsibility on our part;
 viii) loss or damage of your personal belongings while in the sight of yourself or other group members, or while under the care of airlines or airports;
 ix) any information or handouts given by trip leaders. Such information is given in good faith but without responsibility on our part or on the part of our local agents.

d) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies, 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 (for example, the Warsaw Convention as amended or unamended and the Montreal Convention 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 for international travel by sea and COTIF, the Convention on International Travel by Rail). Where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the complaint or claim in question. Copies of the applicable

international conventions and regulations are available from us on request.

e) For flight inclusive tours, our responsibility in respect of the flights booked through us is limited to the airlines' conditions of carriage and the conventions in condition 9 d). The responsibility of the airlines is similarly limited to the carriage of passengers and baggage in accordance with their conditions of carriage and the conventions in clause 9 d). We have no responsibility for any flight which is not booked through us.

f) The acceptance of liability set out in clause 9 b) does not apply to arrangements which do not form part of the tour arrangements contracted with us prior to departure but which are booked by us, any member of the Imaginative Traveller team or local agent locally (i.e. in the course of any tour). Any such arrangements do not form part of our contract and are booked as agent only on the express condition that we and our crew members will not be liable for any expenses, loss, damage, injury, breach of contract, negligence or otherwise arising directly or indirectly out of or in connection with such arrangements or from the actions or omissions of the supplier or independent parties with whom the arrangements are made.

g) We cannot accept any liability for any delay or cancellation in your flight to the joining point of the land tour or returning from the end point of the land tour, whether the delay or cancellation is caused by adverse weather conditions, rescheduling by an airline, airport authority and/or action by air traffic controllers, mechanical breakdown or industrial action. In certain circumstances delayed departure may be covered by your travel insurance.

h) We, our employees and our agents accept no responsibility or liability for expenses, inconvenience, loss of enjoyment or anything else caused by noncompliance with any of your responsibilities listed below.

i) Where we are found liable for loss and/or damage to any luggage or personal possessions (including money), the maximum amount we will pay you is £1000 per person affected unless a lower limitation applies to your claim under clause 9(d). You must ensure you have appropriate travel

insurance to protect your belongings. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis whatsoever, the maximum amount we will have to pay you is twice the price paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under any other clause of these conditions (such as clause 9 d)). This maximum will only be payable where everything has gone wrong and you have not received any benefit at all from your tour.

10. Your Responsibility

a) By their very nature, tours in this programme may involve an element of personal risk and potential hazard not normally associated with holiday tours. You must accept these attendant risks and hazards. You must also accept that safety standards of hoteliers and other suppliers of accommodation, local transport and other operators in most of the countries you visit will not be of the same standard as in your home country and will often be of a lower standard. Travelling with Imaginative Traveller requires a certain measure of flexibility, good humour, and an understanding that the itinerary, accommodation and modes of transport may be changed without notice due to circumstances beyond Imaginative Traveller control. By signing the Booking Form you agree to Imaginative Traveller making any changes it reasonably deems necessary. All Imaginative Traveller tours and expeditions, but especially those in remote or unstable regions, or regions with dangerous wildlife, involve a risk of injury, psychological trauma, disease, loss or damage to property, inconvenience and discomfort. By signing the Booking Form you agree to assume all risks associated with the journey to the maximum extent permitted by law.

b) It is mandatory for all travellers to have suitable adventure travel insurance with cover for personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of at least £3,000,000 (US\$4,000,000). We also strongly recommend that the policy covers cancellation, curtailment, personal liability and loss of luggage and personal effects. We recommend that you take out

your insurance policy as soon as our tour booking is confirmed. You must provide your travel insurance policy number and the insurance company's 24 hour emergency contact number on the first day of your trip; you will not be able to join the trip without these details. If you have travel insurance connected to your credit card or bank account please ensure you have details of the participating insurer, the insurance policy number and emergency contact number with you rather than the bank's name and credit card details.

c) If you have difficulty in finding a suitable insurance policy, please see our website for availability of a suitable policy. Whether you purchase this insurance, or arrange an alternative, it is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs and for the tour you are undertaking.

d) It is your responsibility to ensure you seek professional medical advice before travelling and to be aware of and to take all necessary health precautions and preventative measures. Details are available from your GP surgery and from the National Travel Health Network and Centre www.nathnac.org. Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travellers) available from the Department of Health by telephone on 0870 1555455 or via its website www.dh.gov.uk and from most Post Offices. Health requirements and recommendations may change and you must check the up to date position in good time before departure.

e) It is your own responsibility to comply with all current passport, visa and health requirements. The passport and visa requirements for our tours are shown in the trip notes/website, mainly for UK citizens. Requirements may change and you must check the up to date position in good time before departure. A full British passport presently takes approximately 2 to 6 weeks to obtain. If you are 16 or over and haven't yet got a passport, you should apply for one at least 6 weeks before departure. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. If you are not a British citizen or hold a non British passport, you must check

passport and visa requirements with the embassy or consulate of the country(ies) to or through which you are intending to travel.

f) 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 including an acceptable passport and any necessary visa(s) and/or health certificate. If failure to have any necessary documentation results in fines, surcharges or other financial penalty being imposed on us or costs or expenses being incurred by us, you will be responsible for reimbursing us accordingly.

g) You must give to the tour leader at the beginning of the tour your local payment and/or kitty contribution as shown in the brochure / on our website and updated if applicable. Failure to do so will be deemed a breach of contract on your part and you will not be carried on the tour.

h) You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited and travel in accordance with our responsible travel policy. Our tour leader may direct you to leave the trip immediately if you fail to do so with no liability on our part and no right to refund. In some parts of the world taking, carrying or selling drugs, carrying weapons, or engaging in commercial or exploitative sexual activities may be legal but, it is not acceptable for Imaginative Traveller customers and our tour leader has the right to direct you to leave the trip immediately if you engage in any such activities with no liability on our part and no right of refund.

i) You are responsible for informing us in writing at the time of booking of any known illnesses, disabilities or medical conditions, or, if not known at the time of booking, at the earliest opportunity thereafter prior to the departure of the tour. If you are found to have an undeclared or understated medical condition you may be ordered to leave the tour with no refund of the tour fare.

j) The decision of the tour leader is final on all matters likely to affect the safety or well-being of any traveller, guide or staff member participating in the trip. If you fail to comply with a decision made by a group leader,

or interfere with the well-being or mobility of the group, the group leader may direct you to leave the trip immediately, with no liability on our part and no right of refund. Should you present a medical condition our tour leader reserves the right to insist that person seek medical advice. If you decline to act upon this advice, you could be putting others on the tour in danger/at risk and may be asked to leave the tour. This extends to physical, mental and behavioural conditions.

k) Clients must follow the tour joining instructions issued to them.

l) When assessing whether tours or expeditions will operate Imaginative Traveller uses information from local offices in conjunction with advice from the British Foreign Office, the Australian Department of Foreign Affairs and Trade, and the US Department of State. However, in booking a tour from our brochure or website, you acknowledge that you are responsible for making yourself aware through Foreign Office, Department of Foreign Affairs or State Department warnings, advice and any other sources available to you, with regard to the safety of countries and areas in which you will be travelling and to make your own decisions accordingly. The Foreign and Commonwealth Office publishes regularly updated travel information on its website www.fco.gov.uk/knowbeforeyougo which you are recommended to consult before booking and in good time before departure.

m) You must be aware that our tour leaders, reps and passengers may take photographs and film footage of our clients while on tour. We reserve the right to use such material for advertising, film or brochure / website production and other marketing uses (including footage for television) without obtaining further consent. We also reserve the right to use any comments clients make regarding our tours on any questionnaires or letters in future promotional literature.

n) You must reimburse us for any expenses incurred on your behalf. This especially applies to non-compliance with clauses 10 b), f) and h) above.

11. Flights – Flight Inclusive Tours

a) In accordance with EU Directive (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 who are subject to an operating ban within the EU. The Community list is available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm We are also required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we will inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 5 will apply.

b) We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

c) Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched – we will contact you as soon as possible if this occurs. It is your responsibility to check the return flight times whilst you are travelling as we may not be able to contact you once you start travelling.

d) Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our

normal charges except where specified in these conditions.

e) If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, 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 EC Regulation No 261/2004 – the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you.