

## General Trip info

**Trip Code:** EABS

**Trip Length:** 7

**Trip starts in:** Start Bilbao; dinner at a traditional restaurant.

**Trip ends in:** Our trip ends in San Sebastián

**Meals:** All breakfasts, 1 appetiser, 2 lunches and 3 dinners are included

**Accommodation:**

**Transport:** 6 nights in 3-star hotels Sample a variety of local specialities during the included produce and wine tastings

## Map



## Daily Itinerary

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### Day 1

**Start Bilbao; dinner at a traditional restaurant.**

The trip starts in the northern Spanish city of Bilbao. After check-in, we will have some free time to relax until the welcome meeting. Have your insurance and next of kin details on hand as the leader will be collecting them at this meeting. In the evening we will have a welcome dinner at a traditional restaurant in Bilbao, one of the most renowned foodie cities in Spain due to the vast choice of products, both from the sea and the surrounding countryside. \*Hotel Sercotel Arenal or similar\*

### Day 2

**Visit Bilbao's famous market; cookery class with a chef from a Michelin-recommended restaurant; free time**

To start our unforgettable food adventure, we will visit Bilbao's famous Mercado de La Ribera (located by the river), as well as the classic cod shops (bacaladerías) where bacalao (dried cod) and Iberico ham are sold. We will be accompanied by a culinary guide who will provide explanations and insights about local products and customs before taking us to the cooking venue. At the restaurant, we'll be welcomed by the chef who will share with us the secrets of becoming a master in the kitchen. Put on your apron and learn how to create your own delicious meal! We'll enjoy our lunch with expertly paired wines. The remainder of the day will be free to explore Bilbao at your own pace. We recommend a visit to the Guggenheim Museum; designed by the architect Frank Gehry, it is an architectural masterpiece not to be missed. Please check opening times here: <https://www.guggenheim-bilbao.eus/en/hours-and-admission/> .

\*Please note: <https://www.guggenheim-bilbao.eus/en/hours-and-admission/> note: <https://www.guggenheim-bilbao.eus/en/hours-and-admission/> cookery classes are usually given by Paul Ibarra, who trained under Fernando Canales, chef at Michelin star restaurant Etxanobe. Paul Ibarra is currently chef at Los Fueros, which is recommended by the Michelin Guide. The cookery class takes place upstairs and there is no lift access. / \*Hotel Sercotel Arenal or similar\*

## Day 3

### **Transfer to the pilgrimage city of Logroño, sightseeing and pintxos evening**

This morning we travel by private minibus to the town of Logroño (approx. 1 hour 30 minutes), situated in the famous wine region of Rioja. The town sits on the banks of the Ebro River and is the capital of Spain's most renowned wine region. The city is rich in history and traditions, preserved since the Middle Ages. It also boasts one of the most distinguished culinary traditions in the country, home to some of the best tapas bars in the whole of Spain, all crammed into its small medieval centre. After checking in at our accommodation, we will get the chance to stroll through the streets of this favourite stop for pilgrims en route to Santiago de Compostela. Logroño is a handsome city of medieval fortifications, where much work is being done to restore it to its former glory. In the evening we will head out to sample some of the best pintxos (Basque-style tapas) that Logroño has to offer. The sheer concentration of pintxos bars in the old town has led to intense competition and incredibly high standards. \*Hotel F&G Logroño or similar\*

## Day 4

### **Rioja vineyards and wine tasting; free afternoon**

This morning we will experience what it is like to be a winegrower as we participate in an ancient tradition. With the guidance of a professional we'll have the chance to carry out different activities in the vineyards and winery, as well as acquire an in-depth knowledge of all the stages associated with producing a good Rioja wine and conduct experiments to understand the wine fermentation processes. After working in the vineyard, we will enjoy an appetiser of pâté, chorizo, cheese and bread, all locally sourced. In the winery we'll have the chance to taste some of the wines straight out of the barrels to observe their evolution during the ageing process and determine the one we like best. The remainder of the day is free to explore the town. \*Hotel F&G Logroño or similar\*

## Day 5

### **Transfer to San Sebastián and pintxos lunch; free afternoon**

Travel by private vehicle to the city of San Sebastián, jewel of the Basque country and a city obsessed with food. With its family-friendly beaches and vibrant old city, San Sebastián is a fantastic place to stroll along the promenade, shop, or just to soak up the sun. With your guide, visit some of the city's excellent pintxos bars and indulge in some of San Sebastián's most delicious tapas-style dishes. The rest of the afternoon is free to explore at leisure. For one of the best photos of San Sebastián, take the funicular up Monte Igueldo. This evening, we recommend you to have a special dining experience at one of the renowned Michelin star restaurants in the city. \*Sercotel Hotel Europa or similar\*

## Day 6

### **Day at leisure, farewell dinner with Basque specialities at a private dining club**

Enjoy a day at leisure until the late afternoon when we will meet for a farewell dinner. The place chosen is a very traditional place known as a Sociedad Gastronómica. Not fancy, nor particularly refined, it is a members-only private dining club (traditionally owned by men) where locals used to meet their friends and family to cook together, eat, drink and talk. Basque society is very female-oriented; a husband brought home his pay and handed it directly to his wife, who controls the household. Basque men felt they needed a place to congregate and play 'king of the castle' so they founded these clubs where members could reserve a table and cook with friends. The clubs used to be exclusively male, but that has changed now. Women can come along, but they are not allowed in the kitchen. With your Tour Leader, visit a Sociedad Gastronómica for an evening immersed in Basque food and culture. Our host will be a member of the society, who will be in charge of cooking for us, so we can focus on sitting back and enjoying the culinary delights that will be served. \*Sercotel Hotel Europa or similar\*

## Day 7

### **Our trip ends in San Sebastián**

Our trip ends in San Sebastián following breakfast.



## Additional Information

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### Notes for Spain

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Spain is a country full of history and culture - so much more than its coastal beach resorts in the south. The country is packed full of incredible architecture, world-class art, and unbeatable music and culture to visit with Imaginative Traveller. Spectacular landscapes are abound across the country, from the rugged hills and picturesque olive groves of Andalusia to the sweeping golden beaches and colourful fishing ports of the Basque region. Spain's culinary traditions are some of the best in the world, and its buzzing cities of Madrid, Barcelona, Seville and Granada are brimming with history, atmosphere, sights and nightlife.

Spain is a member of the Schengen area - citizens of the UK, Ireland, Switzerland and all EU and EFTA countries can enter the Schengen area without a visa indefinitely. Citizens of the USA, Canada, Australia and New Zealand will not need a visa to enter the Schengen area as a tourist for a 90-day period per every 180 days. Citizens of other countries should check whether a visa is required to enter the Schengen area - if so this must be done at the embassy of the Schengen area country which you would determine as being your 'main destination'.

## **Important Notes**

The routes, activities and places visited as described in these trip notes are intentions and are meant as a rough guide only.

These trip notes have been compiled to help you prepare for your journey once you have booked. They include the full itinerary and dates, and information about kit lists, meeting hotels, insurance, vaccinations, visas, and other information that will help you get ready for your trip.

These notes are updated regularly, so please ensure you have an up-to-date version of these trip notes.

The planned route and itinerary is the intention, but exact night stops and inclusions cannot be guaranteed. It occasionally happens that there must be a change to our planned itinerary - this may be for a variety of reasons, such as climatic, road or bureaucratic conditions. By their very nature, adventure travel needs to be approached flexibly and some regions can be unpredictable. Some Imaginative Traveller journeys go through off the beaten track areas, which often have poor infrastructure and less stringent safety standards than we are used to at home.

## **Our Groups**

Our groups are made up of people from around the world and are usually an interesting mix of nationalities and ages. On average there is a pretty even split, males to females and between solo travellers, couples and small groups of friends. We believe that adventure travel should be open to as many people as possible and so although some trips have a minimum age limit, as long as you are fit, healthy and passionate about travel, we are happy to take you. One of the highlights of group travel is the camaraderie and friendships that are formed along the way, and as well as the variety of people that you will meet.

The maximum group size depends on the operator and the style of transport, but will usually be a maximum of 15-16 or up to 21-22 on our overland journeys.

## **Accommodation**

Imaginative Traveller trips are designed for shared accommodation, whether staying in hotels, hostels, homestays or campsites, and therefore do not involve a single supplement. Single travellers will share with people of the same sex for the duration of the trip and those that book together will usually be able to share accommodation.

The type, variety and standard of accommodation will vary greatly depending on what options are available in the region you are travelling; hotels can vary from very basic rooms without electricity or running water to high standard hotels with good facilities! Generally in hotels most rooms will be twin-share. Hostels, gers and yurts are nearly always multi-share.

Many trips will feature a stay in a local homestay or community tourism initiative, allowing us to experience a slice of local life in the areas we travel through. On our overland trips, we will sometimes camp in campsites ranging from rather basic or even wild camps to those with excellent facilities, including swimming pools, restaurants and bars.

## **Dietary Requirements**

If you have any dietary requirements please tell us at the time of booking and also remind your leader at your welcome meeting. Our crew will try to cater for any particular dietary requirement or food intolerance whenever possible.

## **Health**

You need to be in good physical health in order to participate fully in our trips. When selecting your trip

please make sure you have read through the itinerary carefully and assessed your ability to cope with the style of travel on that trip. We are always happy to give extra advice if you have additional concerns. Please note that if, in the opinion of our leader, you are unable to complete the itinerary without undue risk to yourself and/or the rest of the group, Imaginative Traveller or our partner operators reserve the right to exclude you from all or part of the trip.

You should consult your doctor for up-to-date medical travel information prior to travel, particularly if you have a pre-existing medical condition. We also advise you to declare any pre-existing medical conditions to your travel insurers upon purchase.

## **Altitude**

Imaginative Traveller offers some trips that travel to above 2,800m altitude above sea level - it is imperative at high altitudes to drink lots of water to stay hydrated, be careful not to get burned by the sun, and try not to exert yourself too much. Some pre-existing medical conditions are known to severely worsen at high altitude and be difficult to adequately treat on the ground, leading to more serious consequences. It is imperative that you discuss your pre-existing medical condition/s with your doctor. We understand certain medications are reported to aid acclimatising to high altitude; please discuss these options with your doctor.

## **Yellow Fever**

A valid international certificate of vaccination against Yellow Fever is required in many countries. You may need to present this on arrival at the airport or border crossing. Some countries will refuse entry if you are unable to present your certificate - please see each country's note above for details. It's also quite common for your home country to request a Yellow Fever certificate on your arrival back home.

It is your responsibility to check with your doctor well in advance of leaving home about the Yellow Fever requirements for the countries you'll be visiting.

## **Malaria and other mosquito-borne diseases**

Some areas we travel to have the risk of contracting malaria. If this applies to your trip, please get expert advice before travelling about types of malaria pills and take them as instructed. Recommended types do change from time to time and from area to area. Consult your GP / travel clinic for the most up-to-date requirements and to find the right option for you. If advised by your doctor to take a course of anti-malarial tablets, please complete the course as instructed as malaria can often manifest itself upon your return home if the course is not followed.

Other mosquito-borne diseases such as Dengue Fever, Chikungunya and Zika are continuing to spread and becoming a bigger problem around the world. Bite prevention is vital to avoid contracting any of these diseases as there are no vaccines or specific treatments available. Health professionals have issued warnings for pregnant women travelling to areas affected by the Zika virus.

The mosquito usually bites between the hours of dusk and dawn and so covering up by wearing long-legged and long-sleeved clothing, preferably light coloured and buttoned at the wrists, can help. Do not sleep without closing windows, use a mosquito net where possible and use mosquito repellent applied directly to your skin or soaked into your clothing.

## **Vaccinations**

Recommended vaccinations and other health protection vary according to different regions and recent bulletins issued by health authorities. It is essential to get the latest advice on the region(s) you are planning to travel in so please check with either your doctor or travel clinic in good time before you travel.

We also recommend you check out any specific health advice for the country you are travelling to either via your GP or the following websites: [www.nathnac.org](http://www.nathnac.org) or [www.fitfortravel.nhs.uk](http://www.fitfortravel.nhs.uk)

In the UK, we have been working with Nomad Travel for many years and their website has comprehensive,

up-to-date vaccination and health information. You will receive a 10% discount off all vaccinations given at Nomad Travel clinics.

## **Activities**

Included activities are listed in the day-to-day itinerary, all other activities are optional and at your own expense. If you choose not to participate in the included activities on this itinerary, the cost will not necessarily be refunded; this is something you will need to check with your leader.

A selection of optional activities is listed in the day-to-day itinerary. This list is designed to be a helpful guide as to what is commonly available in each location, and is neither an exhaustive list, a guarantee that the activity is available, or an endorsement or recommendation. Please note that certain activities may not be available on your particular visit if they are overbooked, underbooked, out of season, or for any other reason - the list of activities is made according to our latest information and in the best faith, but please be aware that things may change between our last visit and your arrival. Please also note that it may not be possible to do all the activities listed in the time available at each destination, and it is recommended to give yourself extra time in your joining or ending city if you would like to participate in some optional activities there.

If you do any optional activities, you do so at your own risk and it must be clearly understood that your participation is your own decision and does not form part of your contract with Dragoman. You may be required to sign/complete a waiver form or optional activity form for some optional activities.

## **Insurance**

It is a condition of booking that you have comprehensive travel insurance. Without evidence of valid travel insurance you will not be allowed to start the trip. This can be arranged by Imaginative Traveller through our website or by contacting our team of travel consultants.

If you prefer to arrange your insurance independently, it should have a minimum medical (including repatriation) cover of £2,000,000. We recommend that any policy also has a minimum level of cover for Personal Liability of £2,000,000 and for Cancellation and Curtailment of £5,000. Cover for loss of baggage, personal effects, money and other inclusions are down to personal choice although please bear in mind that personal effects are more likely to go missing whilst travelling and you should ensure that your policy is adequate to cover the value of your personal effects e.g. cameras, tablets, phones etc. Please note that Imaginative Traveller and our partner operators are not responsible for your personal effects and are not insured for their loss.

If you prefer to arrange your insurance independently, it should cover you for any activities that you may wish to participate in, such as white-water rafting, trekking, horse-riding, etc. and the 24-hour Emergency Assistance Company must be experienced in handling situations in developing countries if applicable (e.g. they have the ability to arrange repatriation from remote areas such as the Sahara or trekking in the Andes). If you are travelling to high altitude (such as embarking on a trek to the summit of Kilimanjaro), please make sure that this is also covered.

Please double check if you have annual travel and/or credit card policies to ensure they have the cover you require, as many of these policies are not suitable with adventure travel to remote areas. Many credit card medical insurance policies are not valid for travelling outside your country of residence or outside the EU.

Please also check the age limits on any policy you wish to take out and make sure that you thoroughly inform the insurance company of any pre-existing conditions.

## **Passports**

Check that your passport will still be valid for 6 months after the end of the trip - this is important as some countries WILL refuse entry to anyone whose passport is due to expire. A temporary or emergency passport is not valid on our trips. You will need to provide us with your passport details prior to departing for your trip. If you change your passport please remember to inform us.

## **Pre and Post Trip Accommodation and Transfers**

At Imaginative Traveller we believe you should make the most of the places you visit, so if you would like to see more of the joining or finishing point cities, why not book additional accommodation to extend your stay? We can take away the hassle of time zones and language barriers by making the booking for you. This accommodation is only available at the joining or finishing city of your trip, immediately before or after the trip you are travelling on. Please note our rates do not reflect last minute walk-in rates or internet specials.

We can also book arrival airport transfers for you as long as we have your flight arrival details. These are normally payable in cash upon arrival; however we do have pre paid transfers in a few destinations.

Please contact our reservations team for details of the accommodation and transfers that we can offer, as not all hotels offer this service.

## **Responsible Tourism**

Imaginative Traveller is committed to ensuring that we have a positive impact on local communities and that we implement policies to minimise any negative impact on the local environment. We recognise that we are guests of local communities and strive to make them benefit directly from our visit. You can find full details of Imaginative Traveller's responsible tourism policy on our website.

## **Issues on the trip**

While we always endeavour to provide the best possible holiday experience, due to the nature of travel and the areas we visit sometimes things can and do go wrong. Should any issue occur while you are on your trip, it is imperative that you discuss this with your group leader or our local partner straight away so that they can do their best to rectify the problem and save any potential negative impact on the rest of your trip.

We recognise that there may be times when your group leader may not be able to resolve a situation to your satisfaction. If this is the case please contact our customer relations department on

[customer-relations@imtrav.net](mailto:customer-relations@imtrav.net)

You may also choose to provide details in your feedback questionnaire which we ask you to complete at the end of your trip, but we do ask you to be aware that it is very difficult for us to provide any practical help after the trip is complete.

## **Feedback**

After your travels, we want to hear from you! We rely on your feedback. We read it carefully. Feedback helps us to understand what we are doing well and what we could be doing better, and it allows us to make improvements for future travellers.



## Trip Suitability

At Imaginative Traveller, 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.

## Booking Conditions -

Valid from 1st May 2019  
(updated on 01/05/2019)

### Terms Used

● a) These conditions apply to all tours sold by or through Imaginative Traveller (hereinafter called Imaginative Traveller) and are operated by Dragoman Overseas Travel Ltd. The "Company", 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 as an agent. They are operated on the ground by Exodus Travels Ltd.

- 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) "Us", "We", "Our" below in the Exodus Travels Ltd Booking Conditions refers to Exodus Travels Ltd.
- d) 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.

- e) A “tour” is any expedition, safari, tour, trip or combination of sectors which you book through us as an agent located in the UK and which is operated Exodus Travels Ltd. 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.
- f) “Force majeure” is a situation beyond the control of the Company or the supplier of the service(s) affected and the consequences of which could not have been avoided even if all reasonable measures had been taken. 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.
- g) The Contract. The contract is the contract between you, (the client), and the Exodus Travels Ltd. as outlined in clause 1 below of the Exodus Travels Ltd. Booking Conditions. Your booking is made in the first instance through Imaginative Traveller, who are the agent in the contract.

## **Exodus Travels Ltd. Booking Conditions**

### **1. Our details**

Your booking is with Exodus Travels Ltd t/a Exodus Travels with registered number at 1150160 and registered address at 2nd Floor, Origin One, 108 High Street, Crawley, West Sussex RH10 1BD (“we”, “us”, the “Company” or “our”).

### **2. Protecting your money**

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 packages. We will be responsible for the proper performance of all the travel services included in the package. We provide full financial protection for our package holidays.

For flight-based holidays this is through our Air Travel Organiser’s Licence number 2582 issued by the CAA of 45-59 Kingsway London WC2B 6TE [www.caa.co.uk](http://www.caa.co.uk). 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. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren’t able to do so for reasons of insolvency, an alternative ATOL holder 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 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 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 price of any flight-inclusive holiday 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.

When you buy a package holiday that doesn’t include a flight through Imaginative Traveller or buy our Exodus holiday but with a flight provided by our agent, Imaginative Traveller, then protection is provided by way of the Imaginative Traveller bond as described below.

Imaginative Traveller will provide you with financial protection for any ATOL protected air package or flight that you buy from Imaginative Traveller, where Imaginative Traveller are providing the flight and packaging it with an Exodus Travels Ltd. tour, by way of Dragoman Overseas Travel Ltd Air Travel Organiser’s Licence number 4157 administered by the Civil Aviation Authority (‘CAA’). In this case you will receive an ATOL

Certificate for Dragoman Overseas Travel Ltd (Imaginative Traveller). 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.

Further, 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. (Imaginative Traveller), and in the event of their insolvency, protection is provided for the following:

- non-flight packages – land Only Exodus Travels Ltd. tour sold via the Imaginative Traveller
- flight inclusive packages that commence outside of the EU, which are sold to customers outside of the EU

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, (Imaginative Traveller).

In the unlikely event that you require assistance whilst abroad due to Dragoman Overseas Travel Ltd, (Imaginative Traveller) financial failure, please call the 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

### **3. Your holiday booking**

A booking will exist as soon as we issue our booking confirmation (the “Booking Confirmation”). This booking is made on the terms of these booking conditions. The person making the booking (the “lead name”) must be 18 years old or over and when you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. We may transfer your booking to another company in our group, but this will have no effect on your holiday arrangements

Whether you book alone or as a group, we will only deal with the lead name in all subsequent correspondence, including changes, amendments and cancellations. The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.

When you receive the Booking Confirmation and your travel documents please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability if an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your ticket. If there is an obvious error on the Booking Confirmation, we reserve the right to correct it as soon as we become aware of it, but will do this within 7 days of issuing the Booking Confirmation or, if your departure is within 7 days, no later than 24 hours before you go. Travel documents will be sent or emailed to you (to the address given to us by the lead name at the time of booking) approximately 2-3 weeks before your departure, and will not be issued unless payment of the due balance has been received

We may not be able to confirm some of our ground arrangements straight away (e.g. bespoke accommodation, tours etc.). In these instances we may issue a Booking Confirmation. However, a contract for arrangements that have not been confirmed on that Booking Confirmation will only be made when we have sent you written confirmation that those additional arrangements have been completed. If there is any change to any of the details discussed at the time of booking, before the Booking Confirmation is issued, we will notify you promptly of any new or changed details, including a change to the total price (if any). If any detail on the Booking Confirmation is not correct tell us or your travel agent immediately.

For those holidays where an additional local payment is required this will be confirmed to you. A local payment is a portion of the holiday cost which must be paid directly to the local representative as instructed. If the price of your holiday includes a local payment this must be paid in the currency specified. Please note that your holiday price will not be considered to have been paid in full until the local payment has been made. Tourist taxes, resort fees or similar that are charged locally may be implemented or changed without prior warning. We do not accept responsibility for these costs, which must be paid by you and are not included within your holiday price.

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the

itinerary of their chosen holiday as described in the trip notes applicable to your relevant tour (the "Trip Notes"). By booking an Exodus tour you acknowledge that this is an active holiday which may test your physical ability and may consist of strenuous and demanding activities. You are therefore responsible for ensuring you are aware of the nature of the associated activities and physical requirements before you book. By confirming your booking you acknowledge that you have the appropriate levels of ability, fitness and good health to safely participate in the tour. Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip. This should include, but not be limited to, any special dietary requirements (including, for example, allergies) and any reduced mobility affecting you or members of your booking. Please contact us by email at [CustomerServices@exodus.co.uk](mailto:CustomerServices@exodus.co.uk) to discuss any such requirements.

It is a condition of your booking that you and all members of your party provide certain information that may be sent to governmental authorities and border control and security agencies for the purpose of security and counter terrorism. This is known as Passenger Name Records (PNR) or Advanced Passenger Information, sometimes known as APIS. For the United Kingdom, it may be referred to as 'E-Borders'. The information you must provide will include, but not be limited to, full name – as shown in your passport or travel document, gender, date of birth, travel document type, number, country of issue and expiry date, and for travel to the U.S., your country of residence and the address for your first night's stay. You must provide this information to the airline between 6 months and 24 hours before departure.

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it (including after a booking has been confirmed). Offers are not combinable unless expressly stated and may be withdrawn at any time. All quotations are provisional until confirmed in writing on your Booking Confirmation. Before you make a booking we will give you the up-to-date price of your chosen holiday including the cost of any supplements, upgrades or additional facilities which you have requested.

The price of your holiday will include APD for an economy seat. If you upgrade to a premium cabin this will be included in the upgrade cost.

When the price per person is dependent on the number of people in the accommodation and the number of people changes, the price will be recalculated based on the new party size. Any increase in price payable is not a cancellation charge. A separate cancellation charge will be levied in respect of bookings cancelled. A new Booking Confirmation will be issued as appropriate on which the cancellation charge will be shown.

No unaccompanied minors (those under 18 years of age) can be accepted however (a) minors aged between 3 -17 years may accompany their parents on tours designated as family adventures and (b) older teenagers may be allowed to join group tours provided they are accompanied by a parent or guardian who accepts full responsibility for them. (c) minors aged between 10 and 17 may accompany their parents on certain tours designated as Polar holidays.

Dates and itineraries shown for tours departing after 1 January 2020 are indicative only and subject to change.

In some cases, Exodus may require particular clients to purchase a single supplement in order to travel. If this applies, you will be advised of this during the booking process.

#### **4. Paying for Your Holiday and Insurance**

When you make your booking you must pay a deposit of at least 10% per person of your selected travel arrangements (minimum £150 per person or equivalent). For Polar holidays the required deposit is 20% per person of your selected travel arrangements (minimum £1000 per person or equivalent). For Tailormade Bookings the deposit amount will be confirmed on the initial quotation document sent prior to booking. The balance of the price of your travel arrangements must be paid at least 70 days (133 days for Polar holidays) before your departure date. In certain cases we may request full payment more than 70 days before departure where, for example, airlines require full payment on booking. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit.

You may be required to pay for any non-transferable and non-refundable items such as National Park entrance fees and Permits, and in some cases for accommodation and services at peak times of travel or where accommodation and spaces are limited. You will be advised of all such charges due at the time of booking and before your booking is confirmed. You may also be required to pay for any non-transferable and non-refundable items, such as special air fares, tickets or entry permits and any other applicable supplements due, at the time of booking and they may be non-refundable in the event of cancellation.

Please note that we do not accept payment by Amex.

Adequate and valid travel insurance for your chosen itinerary is compulsory for all travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed. 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 and force majeure events. You are required to carry proof of insurance with you.

Exodus sells a travel insurance policy. If you choose not to take our insurance you are responsible for ensuring that you are in possession of travel insurance for the entire duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with cover/benefits equal to/greater than the insurance we offer. If you make your own insurance arrangements you must ensure that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your tour. Exodus will not be responsible for costs you may incur as a result of not having valid or adequate travel insurance. It is the responsibility of all our clients to declare any material facts including known medical conditions to their insurers, as failure to do so may result in a claim being reduced or declined.

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.

## 5. If You Cancel Your Holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the lead name or your travel agent must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows (see also the exceptions below):

Period before departure in which you notify us	Cancellation charge
More than 70 days	Deposit only unless booking (and deposit) is transferred to a new original booking was cancelled (only applicable to direct bookings)
Between 70 and 42 days (inclusive)	50% of the holiday cost
Between 41 and 28 days (inclusive)	60% of the holiday cost
Between 27 and 15 days (inclusive)	80% of the holiday cost
14 days or less (or failure to join the holiday) (inclusive)	100% of the holiday cost

Certain trips may involve different cancellation charges; you will be advised if this is applicable to your holiday during the booking process.

**For Polar holidays**, the following cancellation charges will be made:

For Polar holidays: Period before departure in which you notify us Cancellation charge

More than 133 days

Deposit only

133 days or less (or failure to join the holiday) (inclusive)

100% of the holiday cost

Notes (i) Your deposit is non-refundable, even if the cancellation charge calculated is lower than the deposit amount paid; (ii) If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges; (iii) certain travel arrangements may be subject to higher cancellation charges and could incur a cancellation charge of up to 100% of that part of the arrangements from the moment the booking is confirmed.

You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe and act in accordance with advice provided by the UK Foreign & Commonwealth Office.

For the purposes of these terms and conditions "unavoidable and extraordinary circumstances" include but are not limited to: war, threat of war, airport closures, airspace closures (as well as other air traffic management decisions which may give rise to long or overnight delays or cancellations of one or more flights), the inability of airline(s) to operate flights as a result of the United Kingdom's decision to leave the European Union (including the loss or restriction of air traffic or transit rights or the right of airline(s) to enter any airspace), epidemic, significant risks to human health such as the outbreak of a serious disease at the travel destination, natural or nuclear disaster, serious security problems such as terrorist activity, civil unrest or events arising out of political instability, industrial dispute or strikes, bad weather (actual or threatened), Foreign Office advising against travel to a particular destination and significant building work taking place outside of your accommodation (such as resort development).

## **6. If You Change Your Booking**

If, after our Booking Confirmation has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the lead name or your travel agent. You will be asked to pay an administration charge of £40, and any further cost we incur in making this alteration (including those charged by third party suppliers who provide the component parts of your booking). You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing at least 7 days before departure provided that the new lead passenger accepts the transfer and these booking conditions. Both you and the new traveller are responsible for paying all costs we incur in making the transfer. Please bear in mind that certain airlines and other transport providers treat changes as a cancellation and charge accordingly, up to 100% of the cost for that part of the arrangement. Where applicable these charges will be passed on to you.

## **7. If We Cancel Your Booking**

We reserve the right to cancel your booking. We will not cancel less than 4 weeks before your departure date, except for unavoidable and extraordinary circumstances (as defined in clause 5), or failure by you to pay the deposit and/or final balance, or because the minimum number required for the package to go ahead hasn't been reached. The minimum number required will be provided to you in the Trip Notes. If the minimum number had been reached but we experience late cancellations by other clients which means that the minimum number is no longer met, we reserve the right to cancel a tour 20 days before the start of the package.

If your holiday is cancelled you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower

value).

In the event a refund is paid to you, we will:

- provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
- pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (as defined in clause 5). Where notified before the balance date, no compensation will be paid. Where notified between the balance due date and 14 days before departure date (inclusive), £20 will be paid to you by Exodus. Where notified between 13 days and the date of departure (inclusive), £30 will be paid to you by Exodus. Any children not paying the full adult fare will receive 50% of these amounts. This does not preclude you claiming more if you are legally entitled to do so.

## 8. If We Change Your Booking

### *(a) Changes to the price*

We can change your holiday price after you've booked, only in certain circumstances:

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel: 1) you must do so within the time period shown on your final invoice 2) We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

### *(b) Changes other than the price*

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.

If we are forced by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

- We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled
- If you choose to accept a refund:
  - we will provide a full refund of your travel insurance premiums if you paid them and you are unable to transfer or reuse your policy.
- we will pay compensation as

detailed below except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Where notified before the balance date, no compensation will be paid. Where notified between the balance due date and 14 days before departure date (inclusive), £20 will be paid to you by Exodus. Where notified between 13 days and the date of departure (inclusive), £30 will be paid to you by Exodus. Any children not paying the full adult fare will receive 50% of these amounts. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

## **9. Our Liability to You**

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with these booking conditions, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to (i) you or another member of your party; (ii) a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or



(iii) unavoidable and extraordinary circumstances (as defined in clause 5).

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to the following:

- You agree that any transport company's (or other supplier's) own 'Conditions of Carriage' will apply to you on any journey by road, rail, sea or air. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as with the transport company. You can ask us or the travel agent booking your holiday to provide you with a copy of any of the conditions applicable to your journey. The airline's terms and conditions are available on request. We will tell you the identity of the air carrier when you book with us and if it is not known at that time or subsequently changes we will inform you as soon as possible and no later than at check-in for your flight;
- Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

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

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/modes/air/safety/air-ban/index\\_en.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm). In accordance with EU Regulations we are 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 confirmation. Where we are only able to inform you of the likely carrier(s) at the time of confirmation, we shall 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 you are joining a guided holiday locally (i.e. not starting with the group from the UK) our responsibility does not commence until the appointed time, we shall not be responsible for any additional expenses incurred by you to meet up with the group. If the group arrival is delayed to the local joining point we will provide you with the same room and board basis as will be provided to the group. If the delay is for more than 24 hours we will provide you with the same services and itinerary that were detailed on your confirmation to enable you to continue with your holiday, although you may, at your discretion, remain at the local joining point for the arrival of the group. If you are travelling on a Land Only basis or on a Self-Guided holiday, Exodus' responsibility commences with the start of the first service listed on your Confirmation Invoice.

Please be assured that our service providers will always do the utmost to ensure your safety and well-being when on tour. On certain tours on which our local service providers will on day 1 of the tour ask you to sign an 'Acceptance of Risk' form prior to accepting your participation on the tour. Where this is the case details are outlined in the Trip Notes and you may request a copy of the applicable form by contacting us.

You can ask for copies of the travel service contractual terms, or the international conventions, from our office: Exodus Travels Ltd., DST House, St Marks Hill, Surbiton, Surrey, KT6 4BH. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking

conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected in the UK. The suppliers of the services and facilities included in your holiday should comply with local standards where they are provided.

Note: this entire clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday for which liability rests with the excursion provider and not us.

## **10. ABTA**

We are a Member of ABTA, membership number Y0751 . We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com) or contacting ABTA at 30 Park Street London SE1 9EQ. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/> . This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved.

## **11. Complaints and Assistance**

If you have a complaint about any of the services included in your holiday and/or need assistance whilst away, you must inform our local office or your Tour Leader and email our Customer Services team using [CustomerServices@exodus.co.uk](mailto:CustomerServices@exodus.co.uk) without undue delay who will endeavour to put things right. You can also contact our centralised out of hours service on +44 (0)844 326 7041

If it is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at [CustomerServices@exodus.co.uk](mailto:CustomerServices@exodus.co.uk) or by writing to Customer Services, Exodus Travels Ltd., DST House, St Marks Hill, Surbiton, Surrey, KT6 4BH, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint in resort we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. Please also see clause 10 above on ABTA.

## **12. Additional assistance**

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

## **13. Passport, Visa, Health, Travel and Immigration Requirements**

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

Please note that for some trips we need to request special permits, and as such we will require your passport

details prior to accepting your booking. Furthermore, if you renew your passport after you have booked, you may be required to take your old passport with you to maintain the validity of the permit.

We are able to advise on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least 2 months prior to travel for the latest health requirements, recommendations for your destination and any costs. You should check this information at least 2 months before departure and again within 14 days of travel. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

When assessing whether holidays will operate we use information from our local offices in conjunction with advice from the British Foreign Office and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies. For more information, please visit our Travel Safety Advice page [www.exodus.co.uk/travel-safety-advice](http://www.exodus.co.uk/travel-safety-advice) and the government websites at [www.gov.uk/travelaware](http://www.gov.uk/travelaware) and [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) for your destination country.

Laws and customs of the country/ies you visit can be very different to those in the UK. Be aware of your actions to ensure that they do not offend, especially if you intend to visit religious areas. There may be serious penalties for doing something that might not be illegal in the UK. It is your responsibility to familiarise yourself with, and respect local laws and customs, and you are strongly advised to check with the appropriate embassy, consulate or British and Commonwealth Office or <https://www.gov.uk/foreign-travel-advice> for further information regarding local laws and customs of the country/ies you plan to visit.

#### **14. Conduct**

We reserve the right to refuse to accept you as a customer or continue dealing with you if we, or another person in authority, believe your behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put any other traveller or our staff or agents in the UK or resort in any risk or danger, on the telephone, in writing or in person.

On an active group holiday it is necessary that you abide by the authority of the leader, who represents the Company. If you commit any illegal act when on the holiday or if in our reasonable opinion or the reasonable opinion of the leader or another person in authority your behaviour is disruptive, threatening or abusive, causes unnecessary inconvenience, impacts on others clients' enjoyment of the holiday or is causing or likely to cause damage to property, danger, distress or upset, disturbance or annoyance to others or puts any other traveller or our staff in any risk or danger, on the telephone, in writing or in person, we may terminate your travel arrangements without any liability on our part.

By confirming your booking you accept that the Company's tour leaders have the authority to prevent you from participating in any part of a tour should they have concerns about (a) your ability to safely partake in an activity or (b) your physical ability to complete an activity in the required timescale. In the event the leader deems such a decision is necessary, we will reasonably endeavour to make alternative arrangements, but we will not be liable to provide any refunds for missed activities and you may be liable for additional costs incurred.

If the Captain of your flight or cruise ship or any of our resort staff or agents believes that you could be disruptive or that you are suffering from a contagious disease, they can also refuse to let you proceed with your travel arrangements, restrict your movements on board, disembark you from a ship or aircraft, or remove you from your accommodation or excursion.

If you are disruptive and prevented from boarding your outbound flight in the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges (see section 5). If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. We will not be liable for any refund, or compensation or any costs or expenses you incur.

If you are refused carriage because of your behaviour, or you are under the influence of alcohol or drugs,

your airline may pass on your details and date of the refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets. In any of these circumstances no refunds or compensation will be paid to you.

As a result of your behaviour during any stage of your holiday including on an aircraft, transfer, in any accommodation, cruise or excursion, we reserve the right to make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result, including but not limited to (i) cleaning, repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting the aircraft or cruise for the purpose of removing you. Criminal proceedings may also be instigated.

For the purposes of this section reference to "you" or "your" includes any other person in your party.

## **15. Data Protection**

We will use and process your data in accordance with our privacy policy which be found here [www.exodus.co.uk/privacy-policy](http://www.exodus.co.uk/privacy-policy)

## **16. Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

## **17. Travel Agents**

All monies you pay to the travel agent for flight inclusive product are held by him on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by him on our behalf at all times.

## **18. Trip Notes**

If we issue detailed Trip Notes for your booking, these Trip Notes and all the information contained therein will be deemed to be part of the contract. Trip Notes are available from our website or by post from Exodus Travels, DST House, St Marks Hill, Surbiton, Surrey, KT6 4BH, and contain up-to-date definitive information about the itinerary and travel arrangements. Should there be a discrepancy between the information in the brochure or website and the Trip Notes, the information in the Trip Notes supersedes that in the brochure or on the website and will be considered the most up-to-date and accurate.

## **19. Law and jurisdiction**

This booking is governed by English Law, and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

## **Package Travel and Linked Travel Arrangement Regulations 2018**

### **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. Exodus Travels Ltd. will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, both Exodus Travels Ltd. and Dragoman Overseas Travel Ltd. (Imaginative Traveller) have 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.
- Exodus Travels Ltd. has taken out insolvency protection with ABTA, 30 Park Street, London, SE1 9EQ. Phone 020 3117 0599 – lines are only open between 09:30-16:30 Monday to Friday
- Dragoman Overseas Travel Ltd. (Imaginative Traveller) 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](mailto:insolvency.enquiryline@insolvency.gsi.gov.uk), phone: 0300 678 0015) if services are denied because of Dragoman's or Intrepids insolvency.

A copy of The Package Travel and Linked Travel Arrangements Regulations 2018 may be found on: [www.legislation.gov.uk/uksi/2018/634](http://www.legislation.gov.uk/uksi/2018/634)