

## ACROSS THE DIVIDE LTD BOOKING CONDITIONS – CHARITABLE EVENTS

These are the terms and conditions of Across the Divide which apply to those who are advised by (THE CHARITY) that they will be participating in the fundraising event. Please refer to (THE CHARITY'S) own terms and conditions regarding your sponsorship and eligibility to travel. Only those potential participants who qualify under (THE CHARITY'S) rules will be entitled to travel. For those selected to travel, then the following conditions will apply:

### 1. Your contract with Across the Divide

If you are selected to take part in the fundraising event, we will be advised of your details by (THE CHARITY). Your contract for travel, accommodation and other services ("your travel arrangements") will be with us, Across The Divide of Jubilee House, Fore St, Thorncombe, Somerset TA20 4PP. We will confirm our contractual commitment to you by sending to you a confirmation invoice, plus the details of your travel arrangements and the itinerary that we have agreed to provide. It is only then that these terms and conditions will apply and a contract will exist between us, which is governed by English laws and the exclusive jurisdiction of the English Courts. Travel arrangements made by us are fully protected under the Company's ATOL Licence Number 6475 arranged with the Civil Aviation Authority (CAA). Payment for all arrangements are made by (THE CHARITY) from the sponsorship it has received in accordance with their terms for participating in the fundraising event.

### 2. The price of your Tour

- (i) The cost of your participation in the fundraising event forms a part of the overall value of the sponsorship raised by you and received by (THE CHARITY). From those sums received by (THE CHARITY), (THE CHARITY) will pay to us the cost of your travel arrangements that we are agreeing to provide.
- (ii) We reserve the right to increase the price of your travel arrangements to allow for variations in transportation costs (including the cost of fuel); dues, taxes or fees chargeable for services such as landing taxes and fees at airports and the exchange rate applicable to your travel arrangements. We will absorb any increase which equals 2% or less of the cost of your travel arrangements. Any additional increase in travel costs (other than those relating to tour extensions requested by you) will be met by (THE CHARITY) subject to the terms of (THE CHARITY)'s agreement with us.
- (iii) For the avoidance of doubt – we are not liable for any expenses you incur in the event of a change of tour departure time, date or airport.

### 3. Health, Safety & Fitness and your Insurance Cover

The event in which you will be participating is challenging and will require a good level of fitness, strength and endurance and it is your responsibility to ensure that you have the appropriate level of fitness to undertake the challenge. You should check with your doctor to ensure that you are sufficiently fit and healthy to participate in the event. Anybody with any disability, illness or infirmity needs to check with Across The Divide as to whether they can take part. You will need to complete a medical questionnaire and Across The Divide reserve the right to obtain further information from you and your GP relating to any medical condition they are concerned about, and also reserve the right to refuse entry to any participant that they feel is not medically fit enough to take part. If your medical condition changes in any way after completing the medical form and before the departure date, then you must inform Across The Divide and the insurance company of these changes.

You should take into account that medical and other facilities at your destination are likely to be inferior to those in the United Kingdom and accordingly it is a compulsory term of travel that you take out travel insurance to cover any health or injury problems that arise and, if necessary, to arrange for your repatriation to the United Kingdom. Participation in the event is conditional on Across the Divide being satisfied that you have adequate insurance. If you chose not to take the insurance scheme we offer, you are responsible for ensuring you are in possession of travel insurance in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with cover and benefits equal to or greater than the insurance we offer.

### 4. Cancellation

- (a) If you cancel your travel arrangements, then there will be no refund payable to you as your sponsorship was raised for charitable purposes. Any balance of the sum paid to us by (THE CHARITY) for your travel arrangements, after deduction of cancellation charges, which have been agreed with (THE CHARITY), will be repaid to (THE CHARITY).
- (b) Similarly, if we cancel your travel arrangements any refunds or compensation will be paid to (THE CHARITY).
- (c) If cancellation occurs in circumstances where recovery of cancellation charges is indemnified under your travel

insurance, you hereby agree that you will co-operate in the recovery of these charges from the insurers and any sums recovered under the policy will again be paid over to (THE CHARITY).

- (d) If cancellation occurs due to unusual and unforeseeable circumstances beyond our control, such as national emergency, natural disaster, fire, bad weather, flight delays or other such events (acts of force majeure), then we will advise you as soon as it is reasonable to do so. If the event is cancelled due to force majeure, any refunds due would be paid to (THE CHARITY) subject to the terms of their agreement with us.

### 5. Destination Safety and Force Majeure

Your personal safety during the event is of fundamental importance to us and whilst we will carefully monitor the safety of your destination, the Foreign and Commonwealth Office do offer a travellers advice line, the details of which are 0207 238 4503. You should ensure that you are kept informed of the latest FCO advice.

### 6. Alterations

Across The Divide and its supplier of flights, accommodation and land arrangements shall be entitled to change the details of your travel arrangements and itinerary. If a change is significant you will be advised as soon as possible and you will be entitled to:-

- (i) Cancel your participation in the event, in which case you agree that the cost of your travel arrangements will be repaid by us to (THE CHARITY) and you will have no entitlement to such sums; or
- (ii) Agree to proceed with the revised arrangements for the event

### 7. Standard and Quality of Accommodation and Services

Your booking is accepted on the understanding that you realise that the tourism infrastructure in relation to both travel and accommodation may be substantially lower than you would expect in the UK and you should not have unreasonable expectations of the facilities that will be provided. As a consequence we will endeavour to make sure connections and transfers go smoothly but this may not always be possible due to flight cancellations, local political situations, weather, mechanical breakdown, or other unforeseen circumstances. Timings of air, sea, road and rail departures are therefore estimates only due to the above possible situations occurring.

### 8. Liability

- (i) We accept responsibility for ensuring that your travel arrangements will be as described in literature produced by us, or on our behalf, in our Confirmation Invoice and with the itinerary and that the services we are contractually obliged to provide are to a reasonable standard. If in the reasonable opinion of (THE CHARITY) any part of your travel arrangements is not provided as promised we will pay appropriate compensation if this has affected the quality or structure of your travel arrangements. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers (except for claims for death, injury or illness – see below).
- (ii) Across The Divide accepts responsibility for death, injury or illness caused by negligent acts and/or omissions of us, our employees, agents, suppliers and sub-contractors whilst acting within the scope of, or in the course of their employment in the provision of any part of your travel arrangements in the itinerary, that we are contractually obliged to provide. We will, accordingly, pay to an affected participant such damages as might have been awarded in such circumstances under English law. However, damages are not payable where any failure to perform the contract is due neither to any fault on our part or a supplier of any part of your travel arrangements or is attributable to you, or unforeseen or unavoidable actions of a third party unconnected with the event or unusual and unforeseeable circumstances beyond our control or an event which could not have been foreseen even with the exercise of all due care.
- (iii) In respect of carriage by air, sea and rail and the provision of accommodation, the amount of compensation Across The Divide may be obliged to pay will be limited in the manner provided by the relevant International Convention. Carriage by air is subject to the carrier's conditions of carriage. In particular drunkenness or rowdy behaviour

- may lead to the airline refusing carriage when alternative flights may have to be arranged at your own cost.
- (iv) Any arrangements you make independently which do not form part of the event are entirely at your own risk.

**9. Flights**

**(a) Delays**

Most flights will be arranged with scheduled airlines who will normally provide refreshment, food and accommodation where there is any substantial flight delay and where this is feasible to do. For the avoidance of doubt, Across the Divide Ltd will not arrange or pay for these facilities if there is a delay on the outward or homeward points of departure if not offered by the airline.

**(b) Flight Changes**

Airlines might have to change aircraft without prior advance warning. You must check carefully the departure and check in times on your documentation and ensure that you arrive at the airport with sufficient time to check in.

**10. Passports and Visas and Health**

You will be advised separately of any passports or visa requirements and any compulsory health requirements to enable you to participate in your travel arrangements. Please note that you will require a full British passport with at least 6 months unexpired at the date of return travel. For EC and other passport holders please contact the relevant Embassy, Consulate or British Foreign Office for the exact requirements. It is your responsibility to ensure you have the correct passport and visa to gain access to any country/region included in the event. It is also your responsibility to ensure you obtain the proper and detailed medical advice from your GP. Where you do not do so and are either not allowed to enter any country or suffer personal injury or death, we have no liability to you for any cost loss or damage that you suffer.

**11. Your Contractual Requirements**

By signing the application form you agree to accept the authority and decisions of our employees, group leaders, agents and suppliers while on the event.. The Expedition Leader may at any time during the course of the event terminate your participation if they consider it necessary for the health or safety of you or the group. If you commit an illegal act we shall cease to have responsibility to you or for you.

**12.** This contract is governed by English law and the exclusive jurisdiction of the English Courts.