

KUONI BOOKING CONDITIONS

These are the terms and conditions of Kuoni Travel Ltd, which apply to Participants in the Event. For those confirmed to travel the following conditions will apply:

YOUR CONTRACT WITH KUONI TRAVEL LTD

If you are selected to take part in the Event, you will be informed by the Charity. The contract for travel, accommodation and other travel related services will be made on your behalf by the Charity. Once you are selected we will send you a confirmation invoice, together with details of your travel arrangements and the itinerary that we have agreed to provide. A contract will exist subject to these conditions, which is governed by English law and is subject to the jurisdiction of the English Courts. All travel arrangements made by us are fully protected under the company's ATOL Licence number 132 arranged with the Civil Aviation Authority (CAA). Payment for your travel arrangements will be made to us by the Charity from sponsorship it has received in accordance with its terms for participating in the event.

OUR COMMITMENT TO YOU FOR YOUR TRAVEL ARRANGEMENTS

(a) The travel arrangements for this event are ATOL protected. We hold an Air Travel Organisers' Licence (ATOL 0132) granted by the Civil Aviation Authority. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money the charity has paid on your behalf. For further information, visit the ATOL website at www.atol.org.uk.

(b) Subject to (c) below, if any member of your party is killed or injured as a result of an activity forming part of your charity event arrangements booked before departure from the UK, we will accept responsibility if the death or injury is due to a fault on our part or that of our agents or suppliers. If any part of the travel arrangements booked before departure from the UK is not as described in literature, we will accept responsibility if this is due to a fault on our part or that of our agents or suppliers. We do not accept responsibility if any death, personal injury or failure of your travel arrangements is not caused by any fault of ours, or our agents or suppliers, and is caused by you or someone not connected with your travel arrangements. We do not accept responsibility if the death, personal injury or failure of your travel arrangements, is due to unforeseen circumstances which, even with all due care, we, or our agents or suppliers could not have anticipated or avoided.

(c) If you or any member of your party is killed, injured or becomes ill as a result of transport by aircraft, ship, train or coach, our liability to pay compensation and/or the amount of compensation we

will pay is limited in line with the Warsaw Convention (applies to transport by air), the Athens Convention (applies to transport by ship), the Berne Convention (applies to transport by rail), and the Geneva Convention (applies to transport by road). The terms of these conventions are incorporated into and form part of your contract with us. You can get copies of the relevant conventions if you ask us for them. You should also note that these conventions may limit or remove the carrier's liability to you and the amount which the carrier has to pay you. You should also know that the carrier will rely on its 'conditions of carriage' which may limit or remove the carrier's liability to you and limit compensation under international conventions.

(d) Our suppliers (such as accommodation or transport providers) have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider's or other suppliers' liability to you. You can get copies of such conditions from our offices or the offices of the relevant supplier.

(e) If we make any payment to you or any member of your party for death, personal injury or illness, you must give us or our insurers the rights you may have to take action against the person or organisation responsible for causing the death, personal injury or illness and you must co-operate fully with us in seeking recovery of any payment we make.

(f) Operational decisions may be taken by air carriers and airports resulting in delays, diversions or rescheduling. Kuoni has no control over such decisions, and is therefore unable to accept responsibility for them. Where, as a result of circumstances beyond our control we are obliged to change or end your event after departure, but before the end of the event, we will not pay compensation or reimburse you for expenses incurred. You should have adequate travel insurance for your event and claim via your insurance company for any loss or damage to luggage and/or personal possessions.

Health Safety and Security Abroad

We take the safety and security of our clients extremely seriously. If the Foreign Office advises that people should not visit a particular country, then we would act on this. However we are sure you appreciate from press and television coverage that the political, economic and social conditions in many of the countries we visit are not as stable as we are used to in Europe. Sadly crimes against both people and their property are a fact of life the world over, and when in a strange country, it is very important to be extra vigilant and avoid drawing attention to yourself by wearing expensive jewellery, carrying expensive

camera equipment etc. Travellers have the same responsibility for their personal safety and that of their possessions, as they do at home. As situations in countries can change quite rapidly we would suggest that we may wish to contact the Foreign Office Travel Advice Unit on 0207 238 4503 for up to date information and advice regarding safety. Many parts of the world do not conform to British health and safety standards. We request that all of our hotels comply with local regulations for health and safety but we cannot guarantee that these reach British standards and therefore urge that you undertake reasonable precautions to protect your self whilst undertaking an event. Participating is challenging and will require a good level of fitness. It is your responsibility to ensure that you meet an appropriate level of fitness. You should also take into account that medical facilities are likely to be inferior to those in UK.

Travel Information and Documents

Once your eligibility to participate is confirmed by the charity and the tour cost has been paid you will receive an ATOL invoice. We strongly recommend that you read this. Your flight tickets will be handed to you at the airport on departure. You will be notified separately of any passport or visa requirements but please note you will require a full 10-year passport with at least 6 months unexpired from the date you are due to return and you must ensure that you have all necessary visas and inoculation certificates in good time before departure.

Insurance

It is important that you have insurance cover and that it is adequate for your needs. You can take out cover through Kuoni, in which case the premium will be added to your ATOL confirmation invoice. Should you decide to arrange a policy yourself, please check carefully to ensure that it provides an equal or higher level of cover. Travel insurance sold by Kuoni is only valid for UK residents. For those who participate in activities abroad not advertised and/or arranged by Kuoni, it should be understood that participation is at the individual's own risk and it is your responsibility to obtain relevant insurance.

Information Accuracy

We check information given about accommodation, resorts, itineraries etc to try to ensure that it is correct at the time of going to press. However please bear in mind that there may be changes to accommodation, tours and itineraries as a result of local conditions, weather conditions, the time of year etc., which may cause some of the amenities we have described to be unavailable or different from those advertised. When we are told of any significant or long term changes we will always endeavour to advise you prior to departure.

Building and Development Work

Many hotels and resorts are continuing to develop, sometimes rapidly and intensively and often with little or no advance warning. Whilst we have no control

over such work, as a responsible tour operator, it is important to us that you are aware of any significant building/refurbishment work that may be going on during your stay. General refurbishment at hotels is necessary to maintain standards but if we are informed of such work, we will endeavour to notify the charity of any significant activity as soon as possible.

Accommodation

Accommodation in all lodges/hotels, whatever the rating will be standard rooms unless otherwise stated. Standards can vary between hotels of the same class in different countries, and even in the same country. In many hotels in the tropics insects in the room (e.g. cockroaches etc) are almost inevitable. It should by no means be taken as a sign of dirtiness, simply a fact of life in these destinations. Some accommodation may be under canvas. A third or fourth person sharing a room either shares existing beds or has an extra bed (which may be camp style) in a double/twin room. Conditions may be cramped.

Water/Electricity supplies

In many of the less sophisticated destinations we visit, the water and electricity services struggle to keep up with the increased demands from tourism. Limited rainfall can put further pressure on their provision. Hotels do everything possible to maintain full services. However, occasional power cuts and water restrictions may be experienced.

Flights

A longhaul flight is generally not a joyride when flying in economy class on scheduled or charter flights. Flights are often full, your choice of smoking/non-smoking seats may not be available, and it may not be possible to obtain seats together. The flight routings used in connection with our challenges may be used on special fares which do not necessarily take the most direct route. Some itineraries require a change of aircraft en route.

Direct flights

A flight that is described as direct is one where there is no need to change aircraft during the journey. However stops may be made enroute for re-fuelling or to let passengers on and/or off. Details of any stops will be given on your itinerary.

Non-smoking Flights

The majority of airlines including British Airways have introduced a total smoking ban on most or all of their flights.

Flight Changes

Airlines occasionally may change the type of aircraft used on a particular flight without advance warning. Schedule and charter flight timings, and days of operation are subject to change. We will advise you of any significant changes as soon as we ourselves are informed by the airline.

Flight delays

In the event of a flight being delayed, Kuoni will arrange for the following to be provided, whenever practical, and subject to the airport being able to cater for this:- Over 4 hours, an appropriate meal, and for delays of at least 8 hours extending beyond midnight, overnight accommodation will be provided wherever possible. However, this will depend on such factors as the expected length of delay, local availability of accommodation, immigration rulings etc. Where long flight delays result in lost time locally in resort no refunds are given by hotels for unused accommodation, as rooms are held for delayed arrivals, not re-let. Our travel insurance policy offers compensation for certain delays.

Special Dietary Requirements

Where special diets may be required e.g.: vegetarian, Kosher, you must inform us prior to travel. We cannot guarantee that these will be possible due to the location/destination of the Event.

Conservation

It is becoming ever more important to conserve the world's natural resources, its landscapes, flora and fauna. Someone coined the phrase "Take only photographs leave only footprints" and a number of countries now use this phrase to promote conservation. It would be hard to improve on this statement.

Payment For The Event

The cost of your participation in the 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, it will pay us the cost of the travel arrangements that we agree to provide. These monies are fully protected under our bond administered by the CAA. Any increase in the tour costs will be paid on your behalf by the Charity.

Cancellation

If you cancel your travel arrangements, there will be no refund payable to you as your sponsorship was raised for charitable purposes. Any sum refundable will be paid to the charity. If we cancel the travel arrangements because, for example, of an inadequate number of Participants to make it viable or for reasons beyond our control, an alternative event may be offered.

If You Have a Complaint

If you have cause for complaint whilst abroad, you must bring it to the attention of our local representative or agent, and/or the hotel immediately. They will do their best to rectify the situation. It is unreasonable to take no action whilst abroad, but then write a letter of complaint upon return. However, should a problem remain unresolved you should make a complaint in writing to Kuoni within 28 days of the completion of the Event.

We certainly hope that we can settle any complaints amicably, however, should this prove not to be the case you may refer any dispute relating to this contract to an Arbitrator appointed by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability for you in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person or £25,000 per booking. Neither does it apply to claims which are solely in respect of physical injury or illness or the consequences, although claims which include an element of minor injury or illness can be considered subject to a limit of £1,000 on the amount the arbitrator can award per person, in respect of this element. The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the tour. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement. For injury and illness claims, you may like to use the ABTA/Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from www.abta.com.

Jurisdiction

This agreement shall be governed by English law and be subject to the exclusive jurisdiction of the English courts.

Behaviour

If in the reasonable opinion of any airline pilot, hotel manager, tour leader or other person in authority, your behaviour is causing danger, damage to property or persistently affecting the enjoyment of others, we reserve the right to terminate your participation. Should this happen no refund or compensation would be paid.

Liability

We will accept liability for matters which arise as a direct result of our negligence and/or breach of our contractual duty to exercise care in making arrangements for you. Further we will accept liability for any negligent acts or omission by our employees or agents whilst they are acting within the scope or in the course of their employment to provide any service or arrangement connected with the Event, including any claims involving death, personal injury or illness.

In respect of carriage by air, sea and rail and the provision of accommodation, our liability in all cases will be in accordance with the relevant international conventions. It is important to note that travel with a particular carrier will be subject to conditions of carriage of that carrier which may limit or exclude liability. Operational decisions may be taken by air carriers and airports resulting in delays or diversions

or rescheduling. Kuoni has no control over such decisions and is therefore unable to accept responsibility for them.

Changes due to Circumstances Beyond Our Control

We will not be liable to pay any compensation if we are forced to cancel or in any way change your trip as a result of unusual or unforeseen situations outside our control, the consequences of which could not have been avoided even with all due care. These include unavoidable technical problems with transport, changes imposed by rescheduling or cancellation of flights by an airline or main charterer, the alteration of the airline or aircraft type, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, epidemic or terrorist activity.

Passport and Visas

We can only advise of the requirements for British and Irish passport holders. For British and Irish passports endorsed in any way and all other passport holders, requirements should be checked with the relevant embassy. You should ensure that you have a valid ten year passport and, as many countries require expiry dates on passports to be a considerable length of time after the return date, we would recommend that your passport is valid for 6 months after return to the UK. If you need to apply to renew an expired passport, you should do so well in advance of travel.

In most cases where we have indicated visas are required, you are responsible for obtaining these yourself. The cost, method of obtaining a visa, and time necessary for application, vary considerably between countries and are subject to change. We would therefore advise you to contact the relevant Embassy at the earliest opportunity for the most up to date information.

Peak/Off Peak Seasons

Most of the destinations we offer are available all year round. Some do have quieter 'off peak' periods when you can take advantage of uncrowded beaches and more personal attention from hotel staff at excellent prices. At this time, it may be necessary for hotels to scale down the size of some of their facilities, such as restaurants, to match demand. Similarly, during peak periods hotels experience full occupancy which may result in a livelier atmosphere and slower service in busier facilities.

Other Hotel Guests

Many hotels, especially in cities and major resorts, accommodate conventions and conferences. Also, at certain times of the year, some destinations have an influx of groups such as students, associations or clubs. The hotels we feature are shared with guests from many countries with different cultures and customs. We have no control over the acceptance of bookings at the hotels we feature other than our own. We are therefore unable to accept responsibility for

any limitation of facilities due to such groups or inconvenience that their activities may cause you.

Weather

World weather is becoming more erratic and unpredictable. Although Kuoni will advise on statistical weather information for a specific event/date, adverse weather conditions are a fact of life. Kuoni cannot assume any responsibilities for the weather advice given, nor accept liability to make refunds or pay compensation for alternative arrangements, damage to property or curtailed events as a result of such conditions.

Curtailement

In the event that you cut short your trip and return home early, we will not offer you any refund for the remainder of your trip not completed, or assist with any associated costs you may incur. Depending on the circumstances your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.