



## TERMS AND CONDITIONS

Please read these Terms and Conditions carefully. These Terms and Conditions and the Booking Form forms the contract (coming into force when stated in paragraph 1.4) for your adventure between The Bucket List Company ("us/we") and all persons named on your Booking Form ("you"). Please remember that the nature of adventure travel means we are unable in certain circumstances to guarantee a particular aspect of your adventure itinerary – these important areas are covered more fully below.

### 1. HOW TO BOOK

1.1 Having paid your deposit online and completed the online Booking Form you are then confirmed on the trip. The amount of the deposit is £200 and all deposits are non-refundable. 1.2 If you are under 18 years of age, your parents or guardian must also sign the Booking Form, stating their relationship to you. 1.3 The itinerary will confirm key details of your Adventure and inclusions in the price. If you have elected to pay by direct debit we require this to be paid in full before the departure date. Full and final payment will be required at least 10 weeks before departure if you are not paying by direct debit. We will also require an 11-month interim payment to cover your flight deposit. 1.4 The contract between you and us is made on the date you pay your trip deposit

### 2. YOUR LIABILITY FOR PAYMENT

2.1 If you are over 18 and have signed the Booking Form, then you are responsible for the total adventure Cost as advertised. If you are under 18 then the person who has signed the Booking Form as your parent or guardian is responsible for the Total Adventure Cost. 2.2 If we do not receive any payments by their due date, we reserve the right to treat your booking as cancelled and to levy cancellation charges in accordance with paragraph 7. 2.3 We reserve the right to charge a £15

+vat Administration fee in the event of any failed Direct Debit Payments on your account.

### 3. ADVENTURE COST AND GUARANTEE

We state clearly in the itinerary the items included in the price of your adventure. We reserve the right to increase the price of the adventure to the extent that: 3.1 Relevant currency exchange rates alter more than 5% (as given by a high street bank); or 3.2 A government or official authority levies or increases a tax; or 3.3 Transportation costs increase. (In each case, between the date of issue of your Booking Form and the date of departure). 3.4 In respect of any compulsory taxes which may be imposed and which are outside our control, we guarantee that the price of your adventure will not be subject to any surcharge once you have made the final payment for your adventure.

### 4. ACCURACY OF INFORMATION

We take every care to ensure the accuracy of the information we provide on your Adventure, and that it is as detailed as possible. All information is given in good faith and believed correct at the time of going to press. We undertake to advise you of changes beyond our control and/or which become known to us after we have provided the itinerary to you. Flights and other modes of transport are particularly outside our control. We cannot guarantee that departures and connections will leave/be made at the times stated or even at the times shown on your tickets. We will not be liable for any delays but please note that compensation for delays may be included in the terms of your insurance. Please check the policy summary.

### 5. PERSONNEL CHANGES

The only circumstances under which you may transfer your booking to another person are as follows: 5.1 You must show us documentary proof of a serious reason which prevents you from travelling (e.g.

your own personal illness or injury, the personal injury, illness or death of a close relative, jury service, redundancy or an unavoidable work commitment). 5.2 The person wishing to take over your booking must meet any conditions which apply to your Adventure and must agree to be bound by all our booking Terms & Conditions. 5.3 You, or the person taking over your booking, must pay any final balance due before the personnel change is made (together with any administration charges applicable and levied by us). 5.4 Any request to transfer your booking must be made in writing by the date of final payment. It must be signed by the person(s) who signed the Booking Form and must enclose full details of the proposed new Adventure member, documentary proof of the reason which prevents you from travelling, all monies in accordance with paragraph 5.3 of this condition and any travel documentation already issued to you by us. 5.5 We reserve the right to refuse to confirm and approve any such change of personnel where it is deemed (in our sole opinion) prejudicial to the safe and efficient conduct of the adventure and/or where the proposed new adventure member is not (in our sole opinion) a fit and proper person for participation in the adventure. In the event of any such refusal, or if we are unable to implement the requested change for reasons beyond our control, our normal cancellation charges will be applied to you under paragraph 7.

### 6. AMENDMENT BY YOU

There is an administration fee of £15 per person and/or per major change for all amendments to the adventure itinerary requested up to 12 weeks before departure, excluding personnel changes (see paragraph 5.). No amendments can be made after this time other than with our express agreement (and subject to payment by you of any fixed costs we incur) or in accordance with paragraph 9.



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### 7. CANCELLATION BY YOU

If you wish to cancel a booking you must do so in writing. The following cancellation charges will apply, the days in question being calculated from the date on which we receive your written cancellation. The Total Adventure Cost for cancellations is defined as the trip total cost as shown on your itinerary.

**More than 56 days before departure:** Deposit plus any air ticket cancellation charges

**56-30 days before departure:** 50% of total trip cost plus any air ticket cancellation charges

**Less than 30 days before departure:** 100% of total trip cost including air ticket cancellation

#### Exceptions – Machu Picchu

**More than 120 days before departure:** Deposit plus any air ticket cancellation charges

**120-30 days before departure:** 50% of total trip cost plus any air ticket cancellation charges

**Less than 30 days before departure:** 100% of total trip cost including air ticket cancellation

The above charges cover cancellation charges to suppliers such as hotels, Adventure suppliers and airlines, and our own administration charges.

### 8. FLIGHTS AND AIRLINE CHANGES

Air Travel Arrangements are supplied by Wexas International ATOL 2873 and their booking conditions apply. These can be made available on request. A proportion of your payments (normally the interim) will act as a deposit towards the cost of your flights. The deposit and cost of your flight will be described in the

Booking Form. We will wherever possible provide the best information available including information on the airlines which are likely to be used, the type of aircraft or any other form of transport on which you will travel.

**9. AMENDMENT BY US** 9.1 We try never to change your proposed adventure but we must reserve the right to do so where, in our opinion, circumstances require it. This is necessary because of the nature both of our services and adventure travel, having particular regard to the safe and efficient conduct of the adventure and its members. 9.2 We also may be required to change your adventure by reason of Force Majeure. "Force Majeure" means unusual and unforeseeable circumstances beyond our control, the consequences of which neither we nor our suppliers and associates could avoid, for example: war; threat of war; riots; civil strife; government, military or terrorist activity; industrial disputes; natural or manmade disaster; fire; adverse weather conditions; level of water in rivers; or similar events beyond our control. If this happens, or if we otherwise become unable to provide significant parts of the adventure, we will make alternative adventure arrangements for you, wherever possible, of an equivalent nature and standard.

### 10. CANCELLATION BY US

10.1 We reserve the right to treat your adventure as cancelled and levy the cancellation charges set out in paragraph 7:(a) If you fail to make any payment when it becomes due; or (b) If you behave in what we deem as an improper manner at any time during pre-adventure training or after the departure date, (please see paragraph 12); or (c) In any other circumstances specified in these terms and conditions entitling us to cancel your booking or the adventure itself. 10.2 we expect only to cancel clients' bookings in highly exceptional circumstances. However, due to the nature of our services and adventure travel, we must reserve the right to cancel your

adventure in these stated circumstances, although we will not cancel it less than 8 weeks before departure unless the cancellation is due to "Force Majeure" (please see paragraph 9 for a definition of "Force Majeure"). 10.3 We reserve the right to decline your booking or exclude you at any time prior to or during the adventure, if in our sole opinion you are not compatible with the general enjoyment, well-being and safety of the adventure. We reserve the right for ourselves, our representatives, employees and agents to refuse further participation to you at any time if, in our or in their opinion, you are not fit for whatever reason to participate in the adventure.

### 11. OUR LIABILITY

11.1 Your booking is accepted on the understanding that you appreciate the possible risks inherent in adventure travel and you undertake the adventure at your own risk and volition. 11.2 We undertake to use all reasonable skill and care in the preparation of your adventure and in the choice of providers of services and equipment where we are not ourselves providing such services and/or equipment. We cannot and do not accept any liability for the actions or omissions of any third party providers of services and/or equipment. 11.3 Please note that if your adventure involves transportation, (e.g. a flight or ferry crossing), the relevant transport company's conditions of carriage will apply directly and do not form part of the contract between you and us. Their conditions may exclude or limit liability. In cases of lost or damaged baggage, or cases of death or personal injury arising in the course of air or sea travel or in connection with hotel accommodation, the amount of compensation you will receive is limited by certain international Conventions, namely the Warsaw Convention, the Athens Convention and the Paris Convention. Copies of these Conventions should be available at your local reference

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library or can be borrowed from us on written request. We accept no liability for your personal effects. 11.4 Except in cases of personal injury or death caused by our negligence, the amount of compensation we will pay you for any default by us will be limited to a reasonable amount having regard to the price of the adventure and will in no event exceed such price. Our assessment of the reasonable compensation to which you are entitled will depend upon the circumstances of your particular case. 11.5 We cannot accept any responsibility if you suffer death or personal injury from an activity which is not part of the adventure arrangements we make for you. Please note that we cannot be held responsible for the consequences of your actions should you choose to ignore the advice given to you by us, your adventure Leader or any of our employees, representatives, agents or contractors. 11.6 Nothing in these Terms and Conditions excludes our liability for death or personal injury caused by our negligence.

### 12. YOUR LIABILITY TO US

12.1 On receipt of your adventure booking form, you must check it carefully to ensure that we have interpreted your instructions correctly and you must also ensure that you have notified us, in writing, of any special requirements upon which you intend to rely. 12.2 While on the adventure you must behave in an appropriate manner and avoid causing damage, distress, danger or annoyance to other adventure members or to third parties. You must not damage any property with which you come into contact during your adventure; if you do, you will be liable for the cost of repair or replacement. You must also comply with all local laws and instructions of our staff and authorised representatives.

### 13. COMPLAINTS

Any deficiency in your adventure should be reported immediately to

us to allow an opportunity for immediate remedial action to be taken. Failure to do this may reduce or even completely extinguish your legal right to claim compensation. In the unlikely event that, having taken the action outlined above, any problem cannot be resolved to your satisfaction while you are on the adventure and you wish to take the matter up with us after your return, you should write to us within 28 days of the end of your adventure giving full details of your complaint, after which time we regret that we are unable to guarantee any further investigation or action.

### 14. PASSPORTS, VISAS & HEALTH REQUIREMENT

14.1 A full, current and valid passport (with necessary visas) is required for all periods, countries and territories within your adventure. This is your responsibility. 14.2 Applications for a ten-year passport may take more than one month to process – check with your regional office (details on application form). Please check the expiry date of any passport you currently hold. If you do not hold a current British or EU passport, you should check the Visa regulations for your intended travel itinerary, with the relevant embassies. 14.3 we will not be responsible if you fail to travel with a proper, valid passport and/or visas and you will have to reimburse us if we incur any expense in assisting you in such circumstances. We will offer you appropriate advice and assistance in respect of visa requirements for British or EU passport holders and also in respect of principal health requirements (e.g. vaccinations). 14.4 Whilst we offer relevant advice and guidance, it is your responsibility to verify your health and vaccination requirements for the adventure and for obtaining all necessary prescriptions, medicines and vaccinations that you need - please consult your G.P or other suitably qualified physician.

### 15. HEALTH AND FITNESS

We draw your attention to the fact

that our adventures can be physically strenuous. We can advise you how to train effectively prior to the adventure, so as to gain maximum enjoyment from the adventure. Please inform us if you have health conditions which could affect your participation in the adventure or any of the activities contemplated. If you are suffering from any of the conditions set out on the Booking Form, we may, if provided with a suitable certificate from a doctor, accept you as an adventure member. Where your health is being adversely affected by the adventure (e.g. altitude sickness) we reserve the right to require you not to participate on some or all of the activities planned for your adventure.

### 16. INSURANCE

Due to the nature of our adventure, we require you to take out travel insurance. Details of the insurances that are available through us will be provided on confirmation of your adventure. Please read the details carefully and ensure that you understand them. Any claims that may arise should in the first instance be made directly to the insurance company. You must provide us with evidence that you have the correct insurance in place for your trip. We reserve the right to refuse to accept you on the adventure if you do not have insurance cover that we consider adequate for your adventure. We accept no liability for any deficiencies in any insurance policy.

### 17. LAW AND JURISDICTION

The contract between us and any matters arising from it will be governed by and construed in accordance with English law and are subject to the jurisdiction of the Courts of England and Wales.

### The Bucket List Company

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