



## 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 Ltd ("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 booking fee online and completed the online Booking Form you are then confirmed on the trip. The amount of the booking fee is £200 (unless purchased under any promotion) and is non-refundable. If booking under promotion or Trail Blazer packages usual items received such as guide books are not included. 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 90 days before departure if you are paying by interim direct debit. We will require an interim payment to cover your flight deposit at either 3 months after booking or 11 months before departure, whichever date falls first. 1.4 The contract between you and us is made on the date you pay your trip booking fee.

### 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, or within 3 months of booking, 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

4.1 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.

4.2 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. Adventure travel requires 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 circumstances outside of our control. Please note that the timings of air, sea, road or rail departures are estimates only.

### 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 and will be treated on a case by case basis. Transfers may not be applicable to all trips due to the varying criteria and costs incurred



for flights, visas, permits etc. It must be signed by the person(s) who signed the original 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 £50 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. 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(s) travelling on the booking. This applies in particular to details such as names as appears on passports, medical conditions and special requirements. We will not accept responsibility for any charges incurred where failure to provide these details by yourself has incurred charges.

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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 91 days before departure:** Booking fee plus any air ticket cost already incurred by us plus admin fee of 10% of total trip cost. (Trip costs definition being the total costs with all add ons excluding booking fee)

**90-51 days before departure:** 30% of total trip cost plus any air ticket charges.

**50-31 days before departure:** 60% of total trip cost plus any air ticket charges.

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

#### Exceptions – Machu Picchu:

**More than 120 days before departure:** Booking fee plus any air ticket cost already incurred by us plus admin fee of 10% of total trip cost. (Trip costs definition being the total costs with all add ons excluding booking fee)

**120-30 days before departure:** 60% 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. We reserve the right to cancel your booking if we do not receive an agreed and set up payment plan within 90 days of

booking.

Any cancellations which incur a balance to be refunded will be processed on a monthly basis. Additionally, and promotional offers are nontransferable and will not be refunded as a monetary value equivalent.

### 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 will act as a deposit towards the cost of your flights. 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 to never 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 of 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, including repeatedly failed direct debits or interim payments; 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 of 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

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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 library. 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 details are correct and 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 that 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. Details given after this time frame will be reviewed before 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. You must check the passport requirements for the country you are visiting within good time before trip departure. **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 visa 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 professionals.

## **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. However, you remain responsible for seeking professional medical advice on your suitability for the activities and trip. 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 adventures, it is compulsory that you to take out travel insurance. Details of the insurances that are

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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. It is also your responsibility to carry a copy of your insurance documents whilst travelling.

## **17. LAW AND JURISDICTION**

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

## **18. PHOTOS AND MARKETING**

You consent to us using still and video images of you throughout and after the trip for marketing purposes and grant us permission to use such images without royalties, for marketing and promotional purposes, online and in print.

### **The Bucket List Company Ltd**

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