

SPIRIT TRAILS



Terms & Conditions

1 All bookings are accepted and tours sold by Spirit Trails Ltd. ("Company") subject to these terms and conditions.

2 A firm booking can only be made by payment to the Company of the specified deposit. A booking will only be binding on the Company on receipt by the customer of written confirmation from the Company. The balance of the full amount of the tour price will become payable 45 days before the proposed departure date. In the case of a booking made within 45 days of the proposed departure date, the balance of the full amount of the tour price will become payable immediately after this written confirmation is received, in order to secure arrangements.

3 (i) The Company reserves the right to decline any bookings or withdraw any person at any time (whether during the tour or before it starts) as a member of the tour if the Company or its agents reasonably believe it to be in the best interests of the tour as a whole (and any such member shall bear all additional costs arising from his withdrawal) and the Company's liability in the event that it shall so decline a booking or withdraw a person from the tour shall in no event exceed the monies then paid to the Company by the client and in the event that a booking is declined any monies deposited will automatically be refunded.

(ii) The client in making the booking undertakes for himself and as agent for any person named on the booking form that he and any such person shall at all times conduct themselves in a reasonable and sober manner and with due regard to the safety of other members of the tour and their enjoyment of the tour and will comply with all reasonable requests of any tour leader or guide accompanying the tour. Any breach of this undertaking may give rise to the person in breach being required to withdraw from the tour and to pay all expenses relating thereto.

(iii) The client is advised to acquaint himself with the climate of the area in which the tour will be made and the physical requirements necessary to enjoy the tour. In the event that the client or any member of his party suffers any sickness or injury that person may be required to withdraw from the tour.

4 The Company shall not be obliged to deliver any documents relating to the holiday until it has received the completed booking form and full payment of the amounts due for the booking. It is the responsibility of the client to ensure that he has all necessary travel documents (passports, visas, etc.), appropriate travel and medical insurance, and to conform with any relevant health regulations such as vaccinations.

5 The Company will make every effort to operate all tours as described in the brochure(s), website or other document but the Company reserves the right at its discretion to modify or cancel any tour arrangement up to 45 days prior to departure. In the case of any material modification or cancellation made by the Company as a result of force majeure or any other circumstances outside its control a full refund will be made of all monies

paid less non-refundable pre-payments made by the Company to third parties on behalf of and with the agreement of the client (for example, to secure hotel accommodations during peak periods).

6 The Company will not materially modify or cancel any tour during the period of 45 days prior to departure unless as a result of war, threat of war, hostilities, riots, civil commotion, strikes, disaster, terrorist activity, closure of airport or other force majeure or any circumstances outside the Company's control. In all such cases the person signing the booking form will be notified and suitable alternative arrangements will be proposed. In the event of those alternative arrangements not being acceptable to the client, the Company will be under no obligation to make any refund of monies paid as deposit or otherwise.

7 The Company does not own the hotels, lodges or other accommodation at which clients stay and so is not responsible for the booking policies. If the accommodation is over-booked and the client unable to stay there then the Company will endeavour to find suitable alternative accommodation.

8 The Company's liability in respect of cancellation of or material modification to tours or of a change in accommodation in the circumstances mentioned in paragraphs 3, 5 and 7 above shall be limited to the obligations contained in those paragraphs. If it is necessary to foreshorten or cancel a tour after departure by reason of force majeure then the Company shall not be liable to refund any monies or otherwise. At any time the Company may alter the itinerary or mode of transport or accommodation or catering or other arrangements if it seems desirable for the wellbeing of the tour members or if circumstances dictate such a course. In such an event any additional expenses shall be borne by the client and, conversely, any net saving effected thereby will be the subject of a refund to the client.

9 If any payment is not made by the due date for payment to the Company then the Company may cancel the booking. In this event, or if the client cancels the booking once accepted, the deposit will be forfeited. If such cancellation occurs within 45 days prior to departure additional charges will become payable by the client to the Company according to the following sliding scale of percentages of the total price:

Written cancellation received prior to departure:	
cancellation charge(*) as percentage of the tour price:	
45 days to departure	Deposit or 40% whichever is the greater
44 -22 days to departure	50%
21-15 days to departure	75%
14 days to departure	100%

Provided that the Company reserves the right to pass on to the client any more stringent cancellation requirements imposed by ground operators or other third parties, in which case such cancellation requirements will

be advised to prospective clients before booking. *Forfeited deposits will be deducted from the cancellation charge payable. Written cancellation must be received at the Company's office at Spirit Trails Ltd., 168 Albury Drive, Pinner, Middx HA5 3RG, England. Clients should send any notices of cancellation by recorded delivery.

10 Full travel and medical insurance (including repatriation), appropriate for the activities undertaken, must be taken out by each person travelling as soon as they have received written confirmation of booking, and a photocopy of the policy document supplied to the Company.

11 Tour prices quoted in the Company's literature are based on exchange rates of foreign currency and known costs as at the effective date of issue. The client shall pay any increase in the price of the holiday necessitated by an increase in these costs and which are outside the reasonable control of the Company. Any such increases will be advised to clients as soon as possible after they become known. However, the Company will not make any additional charge arising from variations in the rate of exchange relating to ground arrangements later than 30 days before the first day of the tour. In the event that the price of the tour is increased by more than 20% then the client shall be entitled to cancel the holiday provided that he does so within 7 days of being notified of such an increase, and he shall receive payment of all monies previously paid by him to the Company in connection with the tour. Because of the risk taken by the Company in relation to ground arrangements any saving in costs including any favourable variation in exchange rates will only be passed on to the client at the discretion of the Company.

12 Any air or surface journeys will be subject to the conditions applied by the carriers for the journeys in question.

13 All transport, accommodation and other arrangements in connection with Spirit Trails Ltd. including the services of guides are made by the Company as agents only and neither the Company nor any of its employees shall be liable for any loss, damage, accident, delay or irregularity however caused arising from these arrangements directly or indirectly or otherwise in connection with the tour unless due to the proven negligence of the Company.

14 At this time deposits and full payment may only be made by cheque or bank transfer.

15 All matters concerning the booking and the contract arising in connection therewith shall be governed in all respects by English Law.

Spirit Trails Ltd

168 Albury Drive, Pinner, Middx HA5 3RG

Registered No: 3636878 England