

RightFoot Adventures Limited

Booking Terms and Conditions:

These Booking Conditions, together with any other information brought to your attention before you book your Adventure Challenge, form the basis of your contract with RightFoot Adventures Limited, company number 07511407 whose registered address is The Brewery Business Centre, Bells Yew Green, Frant, East Sussex, TN3 9BD. Please read these Booking Conditions carefully as they set out our respective rights and obligations. All bookings are accepted by RightFoot subject to these Booking Conditions. These booking conditions form the entire agreement between us.

DEFINITIONS

- (a)** "Charity Partner" means, the Charity acting as booking agent on behalf of RightFoot.
- (b)** "Project" means a project run by our Charity Partner in the country where you carry out your programme. You will have the opportunity to visit the Project as part of your Package. This will be listed clearly on your booking receipt and confirmation invoice.
- (c)** "Adventure Challenge" means the programme or adventure experience you are undertaking in order to raise the sponsorship for the linked Charity.
- (d)** "Package" means a confirmed booking for the provision of flights, accommodation, Project visit, Challenge participation and transfers to the Project and the Challenge.

Once you make a booking Package with RightFoot, and it has been confirmed we will accept responsibility for your Booking in accordance with these Booking Conditions as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992. Please note the charitable partner applicable to your Adventure Challenge acts as booking agent to facilitating the contract between us and you. Therefore, the contract for the provision of the challenge is between you and us, not you and the Charity.

1. MAKING YOUR BOOKING

All bookings are subject to availability. You must be at least 18 years of age and hold a passport which is valid for at least 6 months from the date of your return to the UK.

A deposit toward the costs of your Package is required to confirm your booking. We will confirm the exact amount of the deposit due at the point of booking. The remaining balance is payable two months prior to departure. The remaining balance can be paid either by fund-raising the remaining amount or by simply paying the remaining amount.

After we have received your deposit payment and issued a confirmation invoice and/ or ATOL receipt, a contract exists between you and us, effective from the date printed on the invoice and/ or ATOL Receipt for flight inclusive bookings. A binding contract will come into existence as soon as we have issued you with a booking confirmation and/ or ATOL receipt.

We reserve the right to refuse any booking prior to the issue of your written confirmation. If we do this, we will tell you in writing and promptly refund any money you have paid to us. In this case we shall not have any liability towards you.

Please note we will provide you with your written confirmation either by post or by email. If you book with us online, we will acknowledge receipt of your booking and then provide your confirmation to you

by email. If you book by post or telephone we will send your confirmation to you by post unless you advise us at the time of booking that you would prefer it to be provided electronically or by email. It is your responsibility to check your emails regularly and to advise of any change to your email address.

As soon as your confirmation is received, you must check the details carefully. If anything is not correct you should tell us immediately. We regret that we cannot accept responsibility if you do not tell us about any mistake in any document within ten days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs in doing so. The only exception to this requirement to meet any costs is where the mistake was made by us.

Where applicable, if you pay by credit card we may make a charge of up to 2.5% for each payment made this way to defray costs, expenses and charges incurred by us in connection with credit card payments. If your payment is not honoured for any reason whatsoever, we are entitled to make an administration charge of £25.

If you fail to pay any remaining amount owed by the date it is due, we are entitled to cancel your booking and the cancellation charges set out in Clause 6 below will apply.

2. PRICING

The total cost of your Package is as advertised which includes all flights, accommodation, and internal transfers but does not include the costs of personal equipment, tips, overseas airport taxes, government imposed fees, additional food or drink or personal expenses/spending money, transport to and from the airport of departure in the UK, or the costs of the necessary VISAs or vaccinations required for entry into the country for your specific Package.

If your payment is not received you will forfeit your registration fee.

We will guarantee the cost of all our suppliers in respect of your Package once the final balance has been paid, either by you or by a charity on your behalf.

RightFoot will absorb any price increases up to a level of 2% of the total trip cost including but not limited to, airline fuel surcharges, the cost associated with any new taxes that are imposed and/or increases in existing taxes or fluctuations in foreign currency rates. However, above this level, RightFoot reserve the right to increase the cost of the Package and in such circumstances we will notify you of and invoice you for any additions, with payment due 2 months prior to departure.

If there is an increase in the price of your Package of more than 10% as a result of any combination of the above you have the right to cancel your booking and receive a full refund. We will inform you of any surcharge or price increase in writing and if you wish to cancel your booking you must do so within 2 weeks of receiving our letter or invoice. Failure to cancel your booking will result in us assuming that you have elected to accept any surcharge or price increase and this will be due for payment 2 months prior to departure.

3. ACCOMMODATION

The availability or provision of accommodation is subject to the 'house rules' of the accommodation or site. Your challenge may be taking place in a country where travel and accommodation standards are less developed than you are used to in the UK. Standards of accommodation will vary from extremely basic to adequate and in some locations, you may have to do without essential services. The Package is based on using twin or triple accommodation (where applicable),

and if you join a challenge alone, you will be partnered with another member of the same sex to share accommodation.

4. YOUR FINANCIAL PROTECTION

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all Packages or travel services offered and sold by us will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking.

5. RISKS & HEALTH WARNINGS

An adventure tour is not without risks. You must be adequately fit to undertake the program set out in your itinerary. You therefore take part entirely at your own risk and agree to indemnify us, our employees, agents, sub-contractors and suppliers against claims for loss or damage to personal property or for loss or consequential losses or claims through your participation in this tour arising from your own actions. You take the risk that you will be able to satisfy all immigration customs or other authorities to be granted lawful access in to all the countries on the itinerary. If you are refused access, we do not accept liability for any costs and expenses you incur in resolving your difficulties or returning to the UK. We will give such assistance as we can in the circumstances without any obligation upon us to do so and without any liability for our actions on your behalf. We have a policy to not pay any ransom or make any payments in order to secure the release of hostages. All participants must wear safety clothing or equipment such as may be required in the country concerned or under the rules and regulations of any local service provider of any activity undertaken by you.

Your booking is accepted on the understanding that you realise the hazards involved in this kind of Adventure Challenge, particularly

in consideration of the unusual activities undertaken. You acknowledge that by the very nature of many of our activities you are exposed to an element of personal risk and that the activities are of a personally hazardous and unpredictable nature above those associated with conventional holidays. You therefore accept and consent to the risks inherent in the implementation of this contract and accept as reasonable the limitations of RightFoot's responsibility as set out in these terms and conditions.

Virtually all of our Adventure challenges take place in remote areas of the developing World. No matter how much preparation and organisation goes into an Adventure challenge, things can and often do go wrong. Health and safety and general operational standards of transport and accommodation are unlikely to meet Western standards. If you cannot accept certain last minute changes, please rethink before booking with us. The outline itineraries in our brochure should be taken as an indication of what each group should accomplish and not as a contractual obligation on our part.

You must be in suitable physical condition to undertake the Adventure challenge as set out in the itinerary and be fully aware of the possible risks inherent in adventure travel. You need to be a minimum of 18 years old. The Adventure Challenges you will take part in are strenuous and you should consult a Doctor if you have any doubts about your suitability to participate in the challenges and abide by any advice given to you. We reserve the right to request a medical certificate from your doctor and from time to time may ask participants to fill out a medical questionnaire. It is your responsibility to keep us advised of any medical conditions that you have or that develop after your registration that may be relevant for your safe participation on the Adventure Challenge. If you are over the age of 65 we will automatically require you to fill out a medical questionnaire and provide us with a medical certificate from your Doctor confirming you are fit to take part in the Adventure Challenge.

Please be aware that if it is felt that any client is not sufficiently fit, healthy, properly equipped or unable to complete an Adventure challenge without affecting its safety, comfort or happy progress, the Adventure challenge leader at any stage has the right to remove you from the Adventure challenge.

Places are subject to availability and will be allocated on a first come, first served basis for those who properly complete the booking formalities. We reserve the right on reasonable grounds to decline your request to participate in the Adventure challenge. Your entitlement to participate depends on our being satisfied that there are no circumstances under which we ought properly to decline your participation in the Adventure challenge in question. Our decision on your participation shall be final and binding. In any circumstances where we decide that you may not participate in the challenge your deposit will be refunded to you in full.

Medical Treatment: It is a condition of joining any Adventure challenge that in cases of emergency we have your authority to arrange any necessary medical or surgical treatments and to sign any required form of consent on your behalf.

6. DISABILITIES

If you or any member of your party has any disability that may affect your participation on the Adventure Challenge please tell us before you confirm your booking and give us full details in writing as early as possible before you travel. If we reasonably feel unable to properly accommodate the particular needs of the person concerned we reserve the right to decline or cancel the booking. This is done for your safety and security.

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7. SPONSORSHIP & FUNDRAISING

For clarity, where applicable, the minimum sponsorship requirement is separate and additional to the cost of the package. Where advertised as a condition of participation, your commitment is to raise the minimum sponsorship amount listed for your Charity. 80% of your total sponsorship amount should be met no later than 1 month prior to departure. If you are unable to meet the minimum sponsorship target you are liable to forfeit your place on the booked Package and your registration fee. Any fundraising achieved that exceeds the minimum target set will be used by the Charity linked to your Adventure Challenge to fund the same cause outlined in all trip literature and will therefore go towards the identified cause.

All sponsorship monies should be paid directly to the Charity in question, and where applicable you must make it clear to all your prospective sponsors that a part of your sponsorship money goes towards payment for you to take part in the Adventure Challenge.

If for whatever reason you are not able to take up your place on the booked package you will forfeit your Registration fee and sponsorship donations made to the Charity will not be refundable to you directly. Money will only be refunded by the Charity directly to individual donors upon written request to the Charity, unless agreed otherwise with the Charity by you.

8. MINIMUM AND MAXIMUM NUMBERS

The number of confirmed participants for each Adventure Challenge must not be less than 10 and must not exceed 29. We reserve the right to cancel the challenge event if the anticipated number of confirmed participant numbers does not reach at least 10 persons at a point in time not less than 12 weeks prior to the scheduled departure date.

9. CUTTING YOUR TRIP SHORT

Most Participants complete all elements of the package booked. However, on occasions Participants are obliged to cut their trip short for reasons such as ill-health. If you are obliged to cut short your trip for whatever reason, RightFoot cannot provide a refund of National Park fees, flights or accommodation costs. Any additional accommodation and/or transfer fees, flights and accommodation costs and any medical costs incurred will be your responsibility. For the avoidance of doubt, these will not be the responsibility of RightFoot. You must ensure that you have adequate insurance in place to cover these eventualities. RightFoot requires that you take a credit card with you on the trip to cover any such unexpected costs. RightFoot are under no obligation to pay for any additional costs, but in the event that we do provide financial assistance, you hereby guarantee that you will personally (if not recoverable through your insurance policy) reimburse us upon your return from the trip.

10. CHANGES BY YOU

If you wish to change any part of your package arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the person who made the package booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to any applicable rate changes or extra costs incurred. If you make the changes more than ten weeks before your departure, you will have to pay an administration fee of £50 for each person whose package has changed, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. If you make a change within ten

weeks of your departure you may have to pay cancellation charges. You may be able to make changes to passenger names up to four weeks before departure at a cost of £50 for each name changed, however this is not guaranteed.

Where a transfer to a person of your choice can be made, all costs and charges incurred by us as a result together with the appropriate amendment fee as set out above must be paid before the transfer can be made. In the event of a transfer these booking terms and conditions will apply in full to the person who the package has been transferred to. Please note we will ask the accommodation owner to make every effort to accommodate you, but cannot guarantee that such transfer will be possible. If the transfer of the booking cannot be made it will be treated as a cancellation by you and Clause 11 below will apply.

Please note that changes to flight details are often treated as a cancellation by airlines. Dependent on the flights booked, you may not be able to make any changes after we have confirmed the booking without you having to pay the full cost of the tickets originally booked. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you and cancellation fees will be payable.

11. IF YOU CANCEL YOUR PACKAGE

If you have to, or wish to, cancel your booked package, the party leader must immediately contact us and then confirm your cancellation. The day we receive your telephone notification of cancellation is the date on which your booking is cancelled. If you cancel, a cancellation charge will be levied as shown in the following table.

Cancellation charge table:

Number of days before start date of your arrangements that notification of cancellation is received by us	Cancellation Charge
More than 70 days	Full Deposit (including any Balance of Deposit due) plus the total cost of any flights booked
29 – 70 days	50% of total invoice cost including supplements
15 – 28 days	75% of total invoice cost including supplements
14 days or less	90% of total invoice cost including supplements
On arrival date or later	Total invoice cost

Where any cancellation reduces the number of full paying party members below the number of free places and/or concessions agreed for your package we will recalculate these items and invoice you accordingly.

Please note that other service providers may impose higher cancellation charges. Cancellation of flights for example will incur a 100% cancellation fee imposed by the airline, which is payable by you. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. Please also see Clause 20.

12. CANCELLATIONS OR CHANGES BY US

It is unlikely that we will have to make changes to your package arrangements but occasionally, as we make the arrangements for your package many months ahead, we may have to make changes both before and after packages have been confirmed and/or cancel confirmed packages.

Whilst we always endeavour to avoid changes and cancellations, we reserve the right to do so at any time. Occasionally we have to make a "significant change" such as a change of property to that of a lower standard, changing the departure time by more than 12 hours or change of area. If a "significant change" or cancellation of your package becomes necessary, we will inform you as soon as is reasonably possible before departure. All other changes are treated as "minor" in which case we shall have absolute discretion as to whether you are notified. If we have to make a significant change or cancel your package and provided that there is time to do so before departure, we will offer you three options:

- Accepting the alternative package arrangements as offered to you;
- Transferring to an alternative package where possible; or
- Cancelling your package (together with a refund of any sums paid).

Following our offer of the alternative package arrangements, you must notify us of your choice within a reasonable time. If you fail to do so we will assume that you have chosen to accept the alternative package arrangements. The above options are not available where any change is a minor one or where the changes or cancellation by us arises out of alterations to the confirmed package requested by you. In addition, if we make a significant change or cancel your package within 8 weeks before the date of departure we will pay you compensation as set out in the table below subject to the following exception: no compensation can be paid and no liability beyond offering you the above options (where applicable) can be accepted where we are forced to make a change or cancellation as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. Such circumstances may include, but are not limited to those listed under "force majeure" at clause 16 below.

Number of days before departure a significant change to or Cancellation of your confirmed Challenge is notified to you	Compensation per party
More than 70 days	NIL
43 – 70 days	£25.00
29 – 42 days	£40.00
15 – 28 days	£80.00
14 days or less	£100.00

The above sets out the maximum extent of our liability under this clause and we regret we cannot meet any expenses or losses you may incur as a result of inconvenience suffered. Please note: where an alternative package with a higher price than the original package is offered by us and accepted by you, the difference in the package price will be deducted from any compensation payable.

13. COMPLAINTS

If a problem occurs whilst you are on your package, you must inform the relevant supplier (e.g. hotel, car rental company, airline) as well as our guide immediately so that the matter can be put right. You should also complete a report form whilst in resort. If the supplier cannot resolve the problem to your satisfaction at the time, you must also contact us immediately by telephoning our offices, so that we are given the opportunity to help. In the event that a complaint cannot be resolved at the time, you must write to us within 28 days of return to the UK quoting the original package reference and giving all relevant information. PLEASE NOTE: - Failure to take these steps will hinder our ability to resolve the problem and/or investigate it fully and in consequence, your rights under the contract may be affected. We regret we cannot accept liability for any claims which are not notified to ourselves and/or our suppliers strictly in accordance with this clause.

14. OUR LIABILITY TO YOU

We will accept responsibility for the arrangements we agree to provide for you as "organiser" under the Package Travel, Package Holiday and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers perform or arrange your contracted package arrangements negligently, taking into account all relevant factors, we will pay you reasonable compensation. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

We will not be responsible or pay you compensation for any injury, illness, death, loss, damage or expense, cost or other claim of any description if it results from:

- The act(s) and/or omission(s) of the person(s) affected;
- The act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- Unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or,
- An event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
- We limit the amount of compensation we may have to pay you if we are found liable under this clause:
 - loss of and/or damage to any luggage or personal possessions and money. The maximum amount we will have to pay you is the excess of your insurance policy total because you are assumed to have adequate insurance in place to cover any losses of this kind.
 - Claims not falling under (a) above or involving injury, illness or death
- The maximum amount we will have to pay you is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
- Claims in respect of international travel by air, sea and rail, or any stay in a hotel
 - The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The

RightFoot Adventures Limited

Booking Terms and Conditions:

Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

(ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

(iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(8) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(9) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

15. PROMPT ASSISTANCE

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances. Please note, prompt assistance pertains to assistance advice and guidance only and does not relate to payment of any additional costs you may have incurred.

16. FORCE MAJEURE

We will not accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss or damage due to circumstances that come under the definition of 'force majeure'. In these booking conditions 'force majeure' means any event that we or the supplier of the services in question could not foresee or avoid even with all due care. Such events include but are not limited to war, the threat of war, insurrection, riots, strikes, civil action decisions by governments or governing authorities, natural disaster, bad weather, technical or maintenance problems with the transport, criminal and terrorist acts or similar circumstances beyond our control.

17. SPECIAL REQUESTS

If you have any special requests you must advise us at the time of booking your package and confirm them in writing. Although we will endeavour to pass any reasonable requests on to the relevant Supplier, no guarantees can be given that any request will be met. Confirmation that a special request has been noted or passed on to the Supplier, or the inclusion of the special request on your written confirmation or any other documentation, is not confirmation that the request will be met. Failure to meet any special request will not be a breach of your contract. Conditional bookings cannot be accepted ie: any booking which is specified to be conditional on the fulfilment of a particular request.

18. ACCURACY OF PROMOTIONAL MATERIAL

All information contained in any of our promotional material, eg brochures, advertisements, mail-shots, websites and e-shots, is based on information available at the time of publication. We reserve the right to change any information before your package is confirmed and the amended information will then form part of your contract with us. Whilst every effort is made to ensure the accuracy at the time of printing, regrettably errors do occasionally occur. We reserve the right to correct errors prior to confirming your package.

19. BEHAVIOUR

We reserve the right within our reasonable discretion to terminate the package, without notice, if you or your party's conduct or behaviour is disruptive in any way and/or affects the enjoyment of other persons taking part on the package. We shall not accept liability for any extra costs incurred by you/or your party as a result of our doing so, and no refund will be paid to you. Aircraft captains have the right, at their absolute discretion, to refuse boarding to any person who is unacceptably under the influence of alcohol or drugs. If for this reason you are denied boarding on your outward flight, we reserve the right to treat this as a cancellation by you and cancellation charges will be levied.

20. INSURANCE

It is a condition of your contract with us that you have the appropriate insurance cover for the duration of your trip, and that it is adequate for your needs and the type of activities you will be undertaking as part of your package and specific Adventure Challenge. We do not check insurance policies; however we will always request written details of the following: your insurer's name, policy number and emergency contact number of your policy. You are responsible for indemnifying us in full in the event that we incur any losses or expenses arising out of your failure to take out adequate insurance cover.

Any false or misleading information given by you regarding insurance details which results in your stated insurance company refusing to cover costs relating to a claim made by you or relating to you whilst on the package, before the package, or after the package will make you fully liable for any medical costs, evacuation costs, repatriations costs or other costs incurred by us or our Agents in relation to you in this respect.

21. PASSPORTS AND VISA INFORMATION FOR BOOKINGS

It is your responsibility to ensure that you and all members of your party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We will not accept any liability if you or any members of your party are refused entry onto any transport or into any country due to the failure on the part of the person concerned to carry or supply correct documentation. The following information is for guidance only and you must check the relevant websites to check the up to date advice before you travel.

The passport, visa and health requirements applicable at the time of printing to British citizens for the Packages that we offer are shown in our brochures. Each brochure is specific to the country where the Package will take place and so specific details in relation to the passport, visa and health requirements will be provided to you in your brochure. Please ensure you familiarise yourself with the requirements. A first time full British passport presently takes approximately 4 weeks to obtain. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. Requirements may change and you must check the up to date position in good time before departure, and provide details if so required. Information on the European Health Insurance Card (EHIC) is available at www.dh.gov.uk or from your local Department of Health office. You can apply for an EHIC online at www.dh.gov.uk or by phone on 0845 606 2030 or by post from EHIC Applications, PO Box 1115, Newcastle-upon-Tyne, NE99 1SW. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates.

If failure to have or supply any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly. We reserve the right to request any personal details, including passport numbers, if required to do so by the authorities or by law.

22. EXCURSIONS

Excursions or other tours that you may choose to book or pay for independently before you travel or whilst you are on your booked package are not part of your package holiday provided by us. For any such excursion or other tour that you book your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

23. MEDIA

You agree that any photography or media taken prior to, during, or after the package, which may include you in it, may be used in publicity material connected with the Project, Adventure Challenge, or package and that we will retain all rights, title and interest in such photography or media made by us including but not limited to any royalties, proceeds, or other benefits derived from such material.

24. FLIGHT INFORMATION

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows: British Airways, Virgin Atlantic, Easyjet, Continental Airlines, Ryanair, BMI, American Airways, KLM,

Qantas, Singapore Airlines, Malaysian Airlines, Kenyan Airways. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change under clause 9 of these booking conditions.

25. DENIED BOARDING

Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full

details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your challenge cost from us. Your right to a refund and/or compensation from us is set out in these booking terms and conditions. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk

26. ADVANCE PASSENGER INFORMATION

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our data protection and privacy policy.

27. DATA PROTECTION

For the purposes of the Data Protection Act 1998 we are a data controller. In order to process your booking and to ensure that your travel arrangements can be properly performed we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party's members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the package arrangements and any dietary restrictions which may disclose your religious beliefs. We must pass on your personal details to the companies and organizations who need to know them so that your package can be provided (for example your airline, hotels, transport companies, credit/debit company or bank). The information may also be provided to security or credit checking companies, public authorities such as customs/immigration, if required by them, or otherwise as required by law.

Where you provide us with personal details such as those mentioned above, you consent to this information being used as described above. We are entitled to assume you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing. We have appropriate security measures in place to protect the personal details you give us. We may have to pass your details to organisations outside the European Economic Area, (EEA), controls on data protection in these places may not be as strong as the legal requirements in this country.

You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request.

Please refer to our full Data Protection Policy which can be found at www.rightfoot-uk.com

28. GOVERNING LAW & JURISDICTION

It is agreed that any dispute, claim or other matter which may arise in relation to your booking will be governed by English Law and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.