

TERMS & CONDITIONS

RIGHTFOOT, Unit 1, Burnt Oak Business Park, Waldron, East Sussex, TN21 0NL
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PAGE 1



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 Unit 1, Burnt Oak Business Park, Waldron, East Sussex TN21 0NL ("we", "us", "our").

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. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- He/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
- He/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements);
- He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- He/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

DEFINITIONS

- "Charity Partner" means, the Charity acting as booking agent on behalf of RightFoot.
- "Project" means a project run by our Charity Partner in the country where you carry out your programme. If any visit to a Project is offered, this is offered and provided by the Charity Partner who is responsible for its facilitation. A Project visit does not form any part of the arrangements made by RightFoot, and RightFoot do not accept responsibility for any such Project visit.
- "Adventure Challenge" means the programme or adventure experience you are undertaking in order to raise the sponsorship for the linked Charity.
- "Package" means a confirmed booking for the provision of flights, accommodation, Challenge participation and transfers to the Project and the Challenge.

Once you make a Package booking 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 and Linked Travel Arrangements Regulations 2018.

Please note the charitable partner applicable to your Adventure Challenge acts as booking agent in 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. If you book within 2 months of departure, the full payment will be required at the time of booking.

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.

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

We reserve the right to amend the price of unsold Packages at any time and correct errors in the prices of confirmed Packages. We also reserve the right to increase the price of confirmed Packages solely to allow for increases which are a direct consequence of changes in:

- The price of the carriage of passengers resulting from the cost of fuel or other power sources;
- The level of taxes or fees chargeable for services applicable to the Package imposed by third parties not directly involved in the performance of the Package, including tourist taxes, landing taxes or embarkation fees at ports and airports; and
- The exchange rates relevant to the package.

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.

You will be charged for the amount of any increase in accordance with this clause. However if this means that you have to pay an increase of more than 8% of the price of your confirmed booking (excluding any insurance premiums, amendment charges and/or additional services of travel arrangements), you will have the option of accepting a change to another Package if we are able to offer one, (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice.

Should the price of your Package go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £10. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed Package within 20 days of your departure nor will refunds be paid during this period.

Please note that the price of your Package 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.

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 twin or triple accommodation (where applicable) unless otherwise stated, and if you join a challenge alone, you will be partnered with another member of the same sex to share accommodation.

4. INSOLVENCY PROTECTION

We provide financial security for flight-inclusive packages by way of our Air Travel Organiser's Licence number 10556, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk.

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. ATOL protection extends primarily to customers who book and pay in the United Kingdom and European Economic Area (EEA).

We provide full financial protection for our package trips which do not include flights by way of a Supplier Failure insurance policy. 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



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PAGE 2



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 or website 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 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. If you failed to give us full details at the time of booking we reserve the right to cancel your booking and impose the applicable cancellation charges when we become aware of these details. Our decision on your participation shall be final and binding.

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.

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.

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. IF YOU CHANGE YOUR BOOKING & TRANSFERS OF BOOKING

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.

Transfer of Booking:

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- That person is introduced by you and satisfies all the conditions applicable to the Package;
- We are notified not less than 7 days before departure;
- You pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfers; and
- The transferee agrees to these Booking Conditions and all other terms of the contract between us

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 11 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Please note we will ask the accommodation owner to make every effort to accommodate you, but cannot guarantee that such transfer will be possible.

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. Certain other arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

11. IF YOU CANCEL YOUR PACKAGE BEFORE DEPARTURE

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 |
| 31 – 70 days | 50% of total invoice cost including supplements |
| 30 days or less | 100% 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.

Cancellation by You due to Unavoidable & Extraordinary Circumstances:

You have the right to cancel your confirmed Package before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

This clause 11 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU)

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.

If we make a minor change to your Package, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

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".

Examples of "significant changes" include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your arrangements by more than 12 hours
- A change of UK departure airport except between:



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PAGE 3



- i) The London airports, Gatwick, Heathrow, Luton, Stansted, London City and Southend
 - ii) The South Coast airports: Southampton, Bournemouth and Exeter
 - iii) The South Western airports: Cardiff and Bristol
 - iv) The Midlands airports: Birmingham, East Midlands and Doncaster Sheffield
 - v) The Northern airports: Liverpool, Manchester and Leeds Bradford
 - vi) The North Eastern airports: Newcastle and Teesside
 - vii) The Scottish airports, Edinburgh, Glasgow, Prestwick and Aberdeen
- e) A significant change to your itinerary, missing out one or more destination entirely. 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:
- i) (for significant changes) accepting the changed package arrangements as offered to you; or
 - ii) If available, and where we offer one, accepting an offer of an alternative package (we will refund any price difference if the alternative is of a lower value); or
 - iii) Having a refund of all monies paid

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again we will assume that you have chosen to accept the alternative package arrangements.

Compensation

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- b) If we cancel your booking and no alternative arrangements are available and/or we do not offer one

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

| 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.

IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- a) Where we make a minor change
- b) Where we make a significant change or cancel your arrangements more than 70 days before departure
- c) Where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements

- d) Where we have to cancel your arrangements as a result of your failure to make full payment on time;
- e) Where the change or cancellation by us arises out of the alterations to the confirmed booking requested by you;
- f) Where we are forced to cancel or change your arrangements due to Force Majeure (see clause 16)

If we become unable to provide a significant proportion of the arrangement that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

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 RESPONSIBILITIES

1) We will accept responsibility for the arrangements we agree to provide for you as "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018 as set out below and as such, we are responsible for the proper provisions of all travel services included in your package, as set out in your confirmation invoice. Subject to these booking conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your Package, you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors, by following the complaints procedure as described in these Booking Conditions, and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your Package. 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.

- 2) 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:
 - a) The act(s) and/or omission(s) of the person(s) affected;
 - b) 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
 - c) Force Majeure (as defined in clause 16)

3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- a) 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 required to have adequate insurance in place to cover any losses of this kind.
- b) Claims not falling under (a) above or involving injury, illness or death. The maximum amount we will have to pay you is up to three times 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.
- c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel.
 - i) 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 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 EC 261/2004 (denied boarding and flight disruption) 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.

4) 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.

5) 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.

6) Please note, we cannot accept any liability for any damages, loss or expense or other sum(s) of any description:

- a) which on the basis of the information given to us by you concerning your

booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you;

- b) relate to any business
 - c) indirect or consequential loss of any kind
- 7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure or on our website. For example, any excursion you book whilst away or any service or facility which your hotel or any other supplier agrees to provide for you.
- 8) Where it is impossible for you to return to your departure point as per the agreed return date of your package due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your Package. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

15. PROMPT ASSISTANCE

If, whilst you are undertaking the Package, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors then we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

16. FORCE MAJEURE

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure".

For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequence of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the



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PAGE 4



act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's 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 - i.e. 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, for example 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. You have the right to withdraw your consent to such photography or media being used. Please refer to our Privacy Policy for full details.

24. DELAYS, MISSED TRANSPORT AND OTHER TRAVEL INFORMATION

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

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. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/ passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your Package cost from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 16 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s) flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be dispatched to you approximately two weeks before departure. You should check your tickets very carefully immediately upon receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

Please note the existence of a "Community List" (available for inspection at https://ec.europa.eu/transport/modes/air/safety/air-ban_en) detailing carriers that are subject to an operating ban within the EU community.

This brochure and website is our responsibility as your tour operator. It is not issued on behalf of and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

25. 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.

26. DATA PROTECTION

For the purposes of the Data Protection Legislation 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, 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 organisations 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, 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. Full details of how we use your personal data is contained in our Privacy Policy.

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.

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

27. 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.

