

Booking Conditions 2012 (please read carefully)

Booking Conditions Mountain Kingdoms

The following booking conditions, together with the information set out in the "Essential Information", (pages 78 and 79 of this brochure), form the basis of your contract with Mountain Kingdoms Ltd, (Registered Company, Number 2118433. Registered Office: 20 Long Street, Wotton-under-Edge, Gloucestershire, GL12 7BT, United Kingdom.) These booking conditions apply to all holidays offered in this brochure and all Tailor Made itineraries. Separate booking conditions apply to Discovery Expeditions and these are available on request.

In these booking conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date). "We", "us" and "our" means Mountain Kingdoms Limited.

Booking Procedure and Payment

- 1/1 To book you can either a) post a completed Booking Form and your deposit of £300 per person, b) submit a booking online for brochure holidays (note that Tailor Made holidays cannot be booked online), c) pay your deposit by phone/fax using a debit/credit card, d) send your deposit by bank transfer. Subject to availability, we will then send confirmation and a Dossier for your holiday. It is at the point we issue our confirmation that a contract comes into existence between us. We reserve the right to decline any booking at our discretion.
- 1/2 If your booking necessitates an immediate purchase of an air ticket and/or other services, we will contact you, as a higher deposit may be necessary. This higher amount will be treated as the deposit for the purpose of calculating any cancellation charges.
- 1/3 The surnames and forenames you provide to us must be spelt as on the passport to be used for travel by each individual client. We accept no responsibility and resulting costs involved if, on the basis of incorrect information received, air tickets or other essential documents, e.g. trekking permits, are issued with clients' names that do not match their passport names.
- 1/4 Your personal safety is of paramount importance to us and it is therefore imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other client's enjoyment of the trip.
- 1/5 When submitting your booking by telephone, fax, email, letter or online, it is implied and accepted that the 'lead name' on the booking guarantees that he or she has the authority to accept, and does accept, on behalf of the party, the terms of these booking conditions.
- 1/6 The final balance payment is due no later than 60 days prior to commencement of our booked services. Bookings accepted less than 60 days prior to this require a £750 deposit per person and full payment must reach us within the following 7 days.
- 1/7 If your final balance is not received by the specified date, as detailed in 1/6, we reserve the right to cancel your booking without refund.
- 1/8 The additional cost of delivering kit bags outside the UK or Channel Islands will be added to the confirmation invoice.
- 1/9 We accept payment of deposits and insurance by debit card, credit card, bank transfer or cheque free of charge. We prefer your final balance to be paid by cheque but also accept payments by debit card, credit card and bank transfer. We apply a 2% charge to balance payments made by credit card.
- 1/10 If you have booked your holiday with a Travel Agent, all holiday monies paid will be held by the Travel Agent on our behalf until they are paid to us.
- 1/11 In exceptional cases we may require an interim payment in order to secure flights or hotels. Should this be necessary, we will inform you as soon as possible.
- 1/12 The information contained in our brochure, on our website and in our other promotional material is believed to be correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur, information may subsequently change and we reserve the right to make amendments. You must therefore ensure you check all details of your chosen holiday with us, including the price, at the time of booking.

Bonding

- 2/1 Mountain Kingdoms Limited is bonded in accordance with the Package Travel and Package Holidays Regulations 1992. We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 2973). When you buy an ATOL protected air inclusive holiday or flight from us you will receive a confirmation invoice from us confirming your arrangements and your protection under our ATOL. In the unlikely event of our insolvency the CAA will ensure that you are not left stranded abroad and will arrange to refund any money you have paid to us for an advance booking. The air inclusive holidays and flights we arrange are ATOL protected providing either the person who pays for the booking is present in the UK when the booking is made or the first leg of any flight or flights we arrange for you commences in the UK. For further information, visit the ATOL website at www.atol.org.uk
- 2/2 Land only holidays and holidays that include international flights booked by us which originate outside the UK, are covered by a bond secured with the AITO Trust.

Airlines

- 3/1 We use a variety of airlines to supply flights for our holidays. The actual or likely airline to be used for your holiday will be shown on the information we send you upon booking. For operational reasons we reserve the right to change the airline for any particular holiday and all flight timings are subject to change by the airline. Any significant change to your flight arrangements will be notified to you as soon as possible.
- 3/2 Any air travel that is part of your holiday is subject to the conditions as stipulated by the airline concerned and liability is limited in accordance with International Convention.
- 3/3 If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation under the Denied Boarding Regulations 2004, you must pursue the airline for the compensation or other payment due to you.

- 3/4 In accordance with EU Directive (EC) No. 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at <http://ec.europa.eu/transport/air-ban/>.

Cancellation

- 4/1 Should you wish to cancel your holiday this must be advised in writing by the 'lead name' on the booking and will be effective from the date of receipt by us. In the event of cancellation you will have to pay the cancellation charges detailed in 4/2.
- 4/2 As we incur costs from the time we confirm your booking, the following scale of charges will apply to cancelled bookings:
- | | |
|---|----------------------------|
| Cancellation received more than 60 days before departure | loss of deposit only |
| Cancellation received 29 days to 60 days before departure | 30% of total holiday cost |
| Cancellation received 10 to 28 days before departure | 60% of total holiday cost |
| Cancellation received less than 10 days before departure | 100% of total holiday cost |

Such terms are adopted in a similar form throughout the travel industry.

- 4/3 Provided the reason for cancellation falls within the terms of your policy, cancellation charges are usually covered by your holiday insurance. Any claim must be made directly with the insurance company concerned.
- 4/4 Our holidays require a minimum number of participants to enable us to operate them. Should the required minimum number of bookings for a holiday not be received we are entitled to cancel it. We would inform you of any cancellation for this reason no later than 6 weeks prior to the start of the holiday.
- 4/5 If we have to cancel your holiday before the date of departure, you will have the choice of taking an alternative holiday (and where this is of a lower price we will refund the difference, but where this is of a higher price, you will be expected to pay the difference) or accepting a full refund of the holiday monies you have paid to us. In addition, in appropriate cases, (assuming full balance has been paid) and where such cancellation is not due to under-booking or force majeure (as defined in 5/3), we will pay you compensation which is reasonable given the circumstances.

Changes to Your Itinerary

- 5/1 In booking with us you accept that by its very nature adventure travel carries its own inherent risks and difficulties. Very often our holidays take place in remote and/or underdeveloped locations. Whilst this adds to the uniqueness of our holidays it also means that it is not always possible to anticipate every eventuality that may disrupt travel plans and/or offer alternatives arrangements should things not go according to plan. Alternative arrangements may simply not be available. Whilst we always endeavour to avoid making changes and cancellations, both before and after bookings have been confirmed, we must reserve the right to do so.
- 5/2 Most changes are minor. Occasionally we may have to make a significant change before the start of your holiday, e.g. a change of outward flight times of 12 or more hours (where you have booked your flights with us) or a change to an itinerary which results in one or more major destinations being substantially or completely missed out. Should a significant change arise prior to the start of the holiday arrangements have been booked with us, we will inform you of the alternative arrangements, any associated costs or refunds that might apply and the options that are open to you.
- 5/3 We cannot be held liable for the consequences of "force majeure" which we define as any event which we or our suppliers could not, even with all due care, foresee or avoid. Such events may include actual or threatened war, quarantine, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control. Very rarely, force majeure may lead us to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we will provide assistance in accordance with the Package Travel and Package Holiday Regulations 1992. However, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers) or pay you any compensation. Any additional costs or expenses that result, such as extra hotel accommodation/flights, will be your responsibility and must be paid for directly by you at the time.
- 5/4 Please note that should you wish to change your itinerary in any way, after your booking is confirmed, you will be required to pay any costs that might be incurred or imposed by our suppliers. If you request such a change within 60 days of the start of the holiday arrangements you have booked with us, an additional fee of £50 per person will be levied.

Disputes and Refunds

- 6/1 If you have a complaint on your holiday, you are required to inform your Leader immediately, or our local agent, or the hotel owner and then notify the UK office of Mountain Kingdoms Limited in writing at the earliest possibility, and no later than 28 days after the end of the services you have booked with us.
- 6/2 Any request for refunds on any given holiday must be addressed to our office in the UK. Our agents and representatives are not entitled to meet client's claims for refunds for whatever reason. Similarly, a client leaving a holiday en route will not be entitled to any refund unless agreed by a Company Director.
- 6/3 If you have a dispute with us that you are unable to resolve, you may be able to call upon the low-cost AITO Independent Dispute Settlement Service (details on request). Claims which exceed £2,500 per person, or £10,000 per booking form, or claims which apply principally or exclusively in respect of (or as a consequence of) illness or physical injury are not admissible for settlement under the service.

Insurance

- 7/1 You must be adequately insured for your holiday with us. We offer a very extensive insurance policy (see page 78). If you prefer not to take this, we need you to complete and return our Travel Insurance Form, sent to you upon booking. Your policy must include as a minimum satisfactory cover for helicopter medical rescue (treks only), repatriation and cancellation. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.
- 7/2 It is your responsibility to inform your insurers of any known pre-existing medical conditions. This may also extend to include pre-existing medical conditions of people not necessarily travelling with you but upon whom your ability to travel may depend, such as a relative. Failure to notify your insurers of any material facts may result in a claim being denied.
- 7/3 In the event of a situation where you may have to claim on your travel insurance policy it is your responsibility to follow procedures as stated in your insurance policy document, and to notify your insurers as required.

Land Only Bookings

- 8/1 If you are taking a "LAND ONLY" option then we advise you to check with us whether your chosen trip is 'up and running' before booking your international flight/s. Please note we will not be held responsible for any cancellation charges you may incur as a result directly or indirectly of us cancelling your holiday, for whatever reason (see also Conditions 4/4, 5/1 & 5/3).

Price Supplements and Surcharges

- 9/1 Prices in this brochure are based on costs and exchange rates as at 06/09/2011. Prices of Tailor Made itineraries are based upon costs and exchange rates as at time of quotation. All trip prices may be subject to change due to external factors, such as availability of services or the introduction of new taxes or fees. The prices for each individual departure may therefore vary slightly from those published. The supplementary cost of any changes to the price of an individual trip will be advised before your booking is confirmed.
- 9/2 Upon confirmation of your booking, the price of your holiday is only subject to surcharges for significant variations in transportation costs, taxes or exchange rates. If surcharges become necessary we will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your holiday (excluding insurance premiums or amendment fees). You will be charged for any amount over the 2% we absorb. If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums or amendment fees) you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us. We would not apply surcharges except in the most unusual circumstances and we will not impose any surcharge less than 30 days before departure.

Transferring from One Holiday to Another

- 10/1 If you wish to transfer from one holiday to another you will be required to pay any difference in cost and a charge of £50 per person will be made to cover office administration. We are happy to accept transfers providing this does not take place within 2 months prior to departure of your original holiday, or does not result in that holiday falling below its minimum number of participants. Additionally you will be required to pay any costs incurred from our airlines and suppliers relating to your cancelled holiday. In special circumstances we will transfer your booking to a holiday in 2013 under the same provisos.

Leaders and Hazards

- 11/1 Our leaders will do their utmost to ensure that any problems are solved for the benefit of the group as a whole. Signing the booking form signifies your acceptance of the leader's authority to make decisions affecting the group or individuals. For instance, he/she may require an individual to leave the group if he/she believes that a person's health is at risk, if an illegal act is committed, or their behaviour becomes detrimental to the safety, enjoyment and wellbeing of the group. Should the leader take such action, that person would not be entitled to any refund and our liability would cease with immediate effect.
- 11/2 We do not provide or arrange excursions other than those forming part of the arrangements booked and paid for in the UK. Our leaders or local agents may put you in touch with local organisers of excursions if you request but we can have no liability for such excursions, as your contract for such excursions will be with a local company providing the services and not with us.
- 11/3 Please understand there are certain hazards involved in adventure holidays, which you must accept at your own risk. Mountain Kingdoms Limited will not be liable for any illness, injury or death sustained during a holiday, except due to negligence on our part.

General

- 12/1 The terms and conditions of all agreements made with Mountain Kingdoms Limited shall be subject to, and governed by, English law and the courts of England and Wales shall have exclusive jurisdiction over any dispute.
- 12/2 If you are 70 and over, we will require a letter from your Doctor stating that they have seen the detailed itinerary of your holiday and confirming that you are in suitable physical health to undertake it as planned.
- 12/3 Information on passport, visa and health requirements will be provided in the Dossier we send you when you make a booking. It is your responsibility to ensure that you fulfill all of the necessary requirements. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation.
- 12/4 We reserve the right to exceed the maximum group size by one person in cases where there is only one place left on a holiday and two people wish to book together.