

## **MOUNTAIN KINGDOMS BOOKING CONDITIONS 2024 (applies to all bookings made after 1<sup>st</sup> September 2022)**

**Standard Booking Conditions, pages 1-10 (Click [here](#))**

**Polar Booking Conditions, pages 10-20 (Click [here](#))**

**River Cruises, Galapagos holidays, Patagonia holidays, and Classic Luangwa Safari Booking Conditions, pages 20-29 (Click [here](#))**

### **STANDARD BOOKING CONDITIONS**

The following booking conditions, together with the information set out in “Essential information” on our website, form the basis of your contract with Mountain Kingdoms Ltd, (Registered Company, Number 2118433 of 20 Long Street, Wotton-under-Edge, Gloucestershire, GL12 7BT, United Kingdom). Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking we are entitled to assume that you have read these booking conditions and agree to them. These booking conditions apply to most of the holidays offered on our website [www.mountainkingdoms.com](http://www.mountainkingdoms.com), and most tailor made itineraries. Separate booking conditions apply to our polar cruises, river cruises, Galapagos trips and a few other special itineraries. These specific booking conditions can be found at the end of this document.

In our booking conditions, “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them, as the context requires. “We”, “us” and “our” means Mountain Kingdoms Limited. References to “departure” are to the start date of the arrangements we have contracted to provide.

#### **1. Booking procedure and payment**

1.1 To book you can either a) submit a booking online (note that Tailor Made holidays cannot be booked online), b) telephone us or c) post a completed booking form and your deposit. You must inform us prior to making a booking if you have any special request, suffer from any medical condition, disability or reduced mobility. See clause 15.

1.2 The first named person on the booking (“party leader”) must be at least 18 when the booking is made and is responsible for making all payments due to us. This individual must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By making the booking request, the party leader confirms that s/he is so authorised.

1.3 Subject to the availability of your chosen arrangements, we will confirm your holiday by issuing a confirmation invoice and a dossier for your holiday. These will be sent to the party leader. Please check all paperwork carefully as soon as you receive it. Contact us immediately if any information appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within 10 days of our sending it out).

1.4 Normally our Booking Deposit is £400 per person. Deposits can be paid by debit/credit card, by bank transfer or cheque. We will inform you at the time of booking if a higher deposit is required. Any higher amount paid will be treated as the deposit for purposes of calculating any cancellation charges.

1.5 In exceptional cases we may require an interim payment in order to secure flights, hotels or cabins. Should this be necessary, we will inform you as soon as possible in writing. The higher amount will be treated as the deposit for the purpose of calculating any cancellation charges.

1.6 Bookings less than 60 days prior to departure will require a deposit of £1000 per person and cleared funds to cover full payment must reach us within the following 7 days.

1.7 The balance of the holiday cost must be received by us not less than 60 days prior to departure. This date will be shown on the confirmation invoice. If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. Final balance payments should be paid by bank transfer, debit card, credit card, or cheque.

## **2. Your contract**

2.1 A binding contract between us comes into existence when we issue our confirmation invoice to the party leader.

2.2 We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us except as set out below.

2.3 We both also agree that any claim (and whether or not involving any personal injury) must be dealt with by the courts of England and Wales only unless, in the case of court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

## **3. Bonding and your Financial Protection**

3.1 The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under its ATOL Franchise and The Package Travel and Linked Travel Arrangements Regulations 2018 for Mountain Kingdoms Limited ABTOT number 5238, ATOL number 2973, and in the event of their insolvency, protection is provided for the following:

- non-flight packages;
- flight inclusive packages that commence outside of the UK, which are sold to customers outside of the UK; and
- flight inclusive packages, flight only and linked travel arrangements (LTAs ) sold as a principal under ABTOT ATOL Franchise.

3.2 ABTOT cover provides for a refund in the event you have not yet travelled, or repatriation if you are abroad. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Mountain Kingdoms Limited, company registration no. 2118433

3.3 In the unlikely event that you require assistance whilst abroad due to our financial failure, please call ABTOT's 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

3.4 You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here:

<https://www.legislation.gov.uk/uksi/2018/634/contents/made>

3.5 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.

3.6 The price of our ATOL-protected flight inclusive Packages 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.

3.7 We, or the suppliers identified on your ATOL Certificate or holiday itinerary, will provide you with the services listed on the ATOL Certificate or itinerary (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 or supplier 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 or supplier 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 or supplier. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder or supplier, in which case you will be entitled to make a claim under ABTOT.

3.8 If we, or the suppliers identified on your ATOL certificate or holiday itinerary, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder, alternative supplier or otherwise) for reasons of insolvency, ABTOT Limited may make a payment to (or confer a benefit on) you under its scheme. You agree that in return for such a payment or benefit you assign absolutely to ABTOT Limited 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 ABTOT ATOL Franchise scheme.

3.9 For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk) or the ABTOT website at [www.ABTOT.com](http://www.ABTOT.com)

#### **4. Airlines**

4.1 In accordance with EU Directive (EC) No 2111/2005, 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/modes/air/safety/air-ban\\_en](http://ec.europa.eu/transport/modes/air/safety/air-ban_en)

4.2 We use a variety of different airlines, and we are required to advise you of the actual carrier(s), or, if the actual carrier(s) is not known, the likely carrier(s) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

4.3 If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 6 "Changes to your booking" will apply.

4.4 If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel 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 have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules, you may use the

CAA Passenger Advice and Complaints Service. See [www.caa.co.uk/passengers/resolving-travel-problems](http://www.caa.co.uk/passengers/resolving-travel-problems) for further details.

## **5. Cancellation**

5.1 You may cancel your confirmed booking at any time prior to departure. Should you wish to cancel your holiday this must be advised in writing by the party leader 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 below based on your original departure date.

5.2 As we incur costs from the time we confirm your booking, the following scale of charges will apply to cancelled bookings:

more than 60 days before departure - loss of deposit only (also see clause 1.4, 1.5 & 12.2)

59 days to 32 days before departure - 50% of total holiday cost or deposit whichever is the greater amount

31 days or less before departure - 100% of total holiday cost

5.3 Provided the reason for cancellation falls within the terms of your policy, cancellation charges less any policy excess are usually covered by your holiday insurance. Any claim must be made directly with the insurance company concerned.

5.4 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.

5.5 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, unavoidable and extraordinary circumstances (see clause 7) we will pay you the compensation which is reasonable given the circumstances.

5.6 Occasionally, it may be necessary to cancel a confirmed booking. We have the right to terminate your contract in the event (i) we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances (see clause 7) and we notify you of this as soon as reasonably possible or (ii) (where applicable) we have to cancel because the minimum number of bookings necessary for us to operate your group holiday has not been achieved and we notify you of cancellation for this reason as referred to in clause 5.4. Where we have to cancel your booking in these circumstances, we will refund all monies you have paid to us within 14 days of the effective date of cancellation (usually the date we issue the cancellation invoice) but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred as a result. We will of course endeavour to offer you alternative holiday arrangements where possible which you may choose to book (at the applicable price) in place of those cancelled. We also have the right to cancel if you fail to make payment in accordance with the terms of your contract in which case clause 5.2 will apply.

5.7 Please note, a full refund entitlement only arises where we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances in accordance with clause 5.6 and we exercise our right to cancel as a result.

5.8 You will not be entitled to a full refund, and cancellation charges are likely to apply, where such circumstances affect your ability to travel on your holiday rather than our ability to perform or provide the contracted arrangements. This may be the case, for example, where measures applied by the UK or any other government or public authorities (such as locally applicable restrictions) mean you are unable to leave your home/local area and/or travel to or gain entry into the country(ies) where your holiday is due to take place.

Any obligation to quarantine or self-isolate on your return to your country of residence does not affect our ability to provide your holiday and will not entitle you to cancel without paying our usual cancellation charges.

5.9 In the event that unavoidable and extraordinary circumstances (see clause 7) occur in the place of destination of your holiday or its immediate vicinity and significantly affect the performance of the contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of cancellation charges and receive a full refund of all monies you have paid to us (except for any previously incurred cancellation or amendment charges). Where applicable, you must notify us of your wish to cancel for this reason in writing. Providing we are in agreement that you are entitled to do so in accordance with this clause, we will send you a cancellation invoice to confirm the cancellation. Any refund then due will be paid in accordance with clause 5.6 above. We will notify you as soon as practicable should this situation occur. You will not be entitled to any compensation.

## **6. Changes to your booking**

6.1 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 alternative 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.

6.2 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 you have 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.

6.3 In cases where we are unable to return you on the date agreed in your itinerary, because of unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation for a period not exceeding 3 nights. Such circumstances might, for instance, include any of the following: actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, volcanic ash, fire and all similar events outside our control.

6.4 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.

6.5 Changes to confirmed bookings sometimes have to be made and we reserve the right to do so in accordance with this clause 6. Most changes will be insignificant and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted as referred to in clause 15. Where we have to do so, clauses 5.5 and 5.6 will apply.

6.6 All alterations which are not significant in accordance with clause 6.5 will be treated as insignificant changes. Carriers such as airlines may be subject to change. Any such change will not be significant. A change of flight time of less than 12 hours, airline, departure airport between London airports (Gatwick, Heathrow, Luton, Stansted or London City), type of aircraft (if advised), destination airport or accommodation to another of a similar standard and with similar facilities will also all be treated as insignificant changes. Please bear in mind that coronavirus and the measures and other action being taken by governments, public authorities and businesses to manage its effects is likely to have an impact on holiday arrangements for a considerable period

of time and may be introduced with little or no prior notice. We may, for example, be unable to provide certain advertised features as a result. Greater flexibility is therefore likely to be required for the foreseeable future. Any impact which such measures / action has on your holiday will not constitute a significant alteration to your contracted arrangements and will not entitle you to cancel without payment of the applicable cancellation charges as a result.

6.7 In the event we have to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration and any impact this has on the price; (ii) in the event that you do not wish to accept the alteration, details of any alternative holiday arrangements we are able to offer (including the applicable price); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration or any alternative holiday arrangements offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so.

6.8 If you choose to cancel your booking in accordance with clause 6.7, we will refund all payments you have made to us within 14 days of the date the cancellation takes effect and terminates your contract (which is usually the date we send you a cancellation invoice following receipt of your written cancellation notification). If we don't hear from you with your decision within the specified period (having provided you with the above mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of the effective date of cancellation (see above). No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see clause 7).

## **7. Unavoidable and Extraordinary Circumstances**

7.1 Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature as a result of, unavoidable and extraordinary circumstances. In these booking conditions, unavoidable and extraordinary circumstances means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural disaster, adverse weather conditions, fire, flood, an outbreak of a serious illness at your holiday destination, closure, restriction or congestion of airports, other transport hubs or airspace, flight restrictions imposed by any regulatory authority or other third party and volcanic activity.

## **8. Disputes and refunds**

8.1 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.

8.2 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 clients' claims for refunds for whatever reason. Similarly, a client leaving a holiday en route will not be entitled to any refund unless agreed by the Mountain Kingdoms Company Director.

8.3 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. <https://www.aito.com/why-aito/arbitration-service>

## **9. Insurance**

9.1 It is a condition of us accepting your booking that you are adequately insured for your holiday with us. We need you to complete and return our travel insurance form, sent to you upon booking. Your holiday travel insurance must include cover for (i) cancellation or curtailment of your holiday as a result of circumstances outside your control (including accident or illness and inability to travel for other reasons), (ii) personal accident, (iii) personal liability, (iv) medical expenses and repatriation in the event of medical need (v) cover for costs and liability arising from any specific activity you intend to participate in (vi) helicopter medical rescue if trekking in remote areas.

9.2 Please note, it is your sole responsibility to ensure that the travel insurance purchased is suitable for your particular needs, including without limitation, in respect of any pre-existing medical condition (which must be disclosed to the insurer prior to purchasing the policy.)

9.3 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.

## **10. Land only bookings**

10.1 If you are taking a land only option with us we advise you to check with us whether your chosen holiday 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 clauses 5.4, 6.1 & 6.3.)

## **11. Price supplements and surcharges**

11.1 Tailor made itineraries and private departure prices are calculated by an exchange rate at the time of final quotation. For all other holidays the price is confirmed at the time of booking.

11.2 Once your booking is confirmed there will be no surcharges.

## **12. Changes by you, and transferring from one holiday to another**

12.1 Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such request. Where we can, an amendment fee of £50.00 will be payable together with any costs or charges incurred or imposed by any of our suppliers.

12.2 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 up to 60 days prior to departure of your original holiday, providing this 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 original date of departure. In special circumstances we will transfer your booking to a holiday to be booked within 12 months of your transfer date under the same provisos. We do not make transfers within 60 days of travel.

12.3 You may transfer your booking or your place on the booking to someone else (introduced by you) without payment of our cancellation charges providing we have sufficient time to change flight bookings, permits, visas, hotel bookings and other logistics without cost to ourselves. The person(s) to whom you wish to make the transfer must also satisfy all conditions which form part of your contract with us. Requests for transfer must be accompanied by the name and other applicable details of the replacement person(s). Where a transfer to a person of your choice can be made, all costs and charges incurred or imposed by any of our suppliers, together with an amendment fee of £50.00, must be paid before the transfer can be effected.

12.4 As certain arrangements (such as flights) cannot be changed after a reservation has been made, name changes, other alterations and cancellation affecting these services are likely to incur a 100% cancellation

charge and the applicable cost of rebooking the service. The rebooking will always be subject to flight availability and to the payment of the full cost of the new ticket.

### **13. Leaders, hazards and our liability**

13.1 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, or ticking to accept our booking conditions, when booking online, 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 and booking contract would cease with immediate effect.

13.2 Please understand there are certain hazards involved in adventure holidays, which you must accept. We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury, or your contracted holiday arrangements are not provided as promised or prove deficient as a direct result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

13.3 We will not be responsible for any injury, illness, death, loss (for example, loss of enjoyment or loss of possessions), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from any of the following:-

- the act(s) and/or omission(s) of the person(s) affected; or- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or
- unavoidable and extraordinary circumstances as defined in clause 7 above.

13.4 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 cannot accept responsibility for any services which do not form part of our contract. Regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

13.5 The promises we make to you about the services we have agreed to provide or arrange as part of our contract, and the laws and applicable standards of the country in which your claim occurred, will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which give rise to the claim were provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim concerns the absence of a safety feature which might lead a reasonable holidaymaker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 13.2.

13.6 Except as set out in clause 13.7 or as otherwise permitted by English law, we do not limit the amount of damages you are entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the total holiday cost (excluding any insurance



premiums and amendment charges) paid by or on behalf of the person(s) affected in total, unless a lower limitation applies to your claim under clause 13.7. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

13.7 Where any claim concerns, or is based on, any travel arrangements (including without limitation, the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies where we have arranged that travel as part of our contract, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which damages / compensation will be payable) will be limited as if we were the carrier in question. Such conventions and regulations include the Warsaw Convention as amended or unamended and the Montreal Convention 1999 for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air. When making any payment, we will deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and EU regulations are available from us on request. Please note that strict time limits apply for notifying loss, damage or delay of luggage to the airline. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable convention or EU regulation.

#### **14. General**

14.1 1 If you will be aged 75 years and over at the time of departure we will require you to complete a self-certification letter confirming that you are in suitable health to undertake the planned holiday itinerary. We reserve the right to request that you obtain a letter from your GP confirming that you are in suitable health.

14.2 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 fulfil 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 obtain and carry all required documentation or to otherwise comply with all applicable requirements (including health/coronavirus related ones). If failure to have any necessary travel or other documents results in fines, surcharges, other financial penalty, costs or expenses being incurred by us, you will be responsible for reimbursing us accordingly. If you are unable to travel as a result of failure or inability to comply with any health related or other requirements, cancellation charges will apply.

14.3 The surnames and forenames you provide to us must be spelt as on the passport to be used for travel by each individual client. Neither we nor our suppliers accept responsibility and resulting costs involved if, on the basis of incorrect information received, air tickets or other essential documents, e.g. permits, are issued with clients' names that do not match their passport names.

14.4 The UK Foreign Commonwealth and Development Office publishes regularly updated travel information which is relevant to your holiday on its website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) and <https://travellaware.campaign.gov.uk> which you are strongly recommended to consult before booking as well as close to and in good time before departure. Up to date UK border control measures are available at [www.gov.uk/uk-border-control](http://www.gov.uk/uk-border-control)

14.5 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.

14.6 In the event you end up in difficulty (of any sort) during your holiday, we will provide you with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. Where you are in difficulty as a result of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.

14.7 Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions or EU regulations (see clause 13.7). Copies of the relevant parts of these terms and conditions and of the international conventions / EU regulations are available on request from ourselves or the supplier concerned.

14.8 Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may often be lower.

### **15. Special requests and medical conditions / disabilities / reduced mobility**

15.1 If you have any special request, you should advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied with (where it is possible to give this) if it is important to you. Any special request which we have accepted will be specifically confirmed to you in writing.

15.2 Our holidays may not be suitable for people with certain disabilities, medical conditions or significantly reduced mobility. Before you make your booking, we will advise you as to whether the proposed holiday arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.

15.3 Should you suffer from any medical condition, disability or significant reduction in mobility which may affect your holiday or have any special requirements as a result, please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any material change in your condition, disability or mobility occurs. You must also promptly advise us if any medical condition, disability or reduced mobility (which may affect your holiday) develops after your booking has been confirmed.

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## **POLAR BOOKING CONDITIONS**

The following booking conditions, together with the information set out in "Essential information" on our website, form the basis of your contract with Mountain Kingdoms Ltd, (Registered Company, Number 2118433 of 20 Long Street, Wotton-under-Edge, Gloucestershire, GL12 7BT, United Kingdom). These booking conditions apply to Antarctic & Arctic Expeditions and any additional arrangements made in conjunction. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking we are entitled to assume that you have read these booking conditions and agree to them.

In our booking conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them, as the context requires. "We", "us" and "our" means Mountain Kingdoms Limited. References to "departure" are to the start date of the arrangements we have contracted to provide.

## **1. Booking procedure and payment**

1.1 To book you can either, a) submit a booking online (note that Tailor Made holidays cannot be booked online), or b) telephone us c) post a completed booking form and your deposit. Contact the office for deposit amounts. You must inform us prior to making a booking if you have any special request, suffer from any medical condition, disability or reduced mobility. See clause 15.

1.2 Client Details means passport number, passport expiry date, passport issue date and place of issue, completed medical form, full name as it appears in the passport you are travelling with, date of birth, place of birth, nationality and arrival details (or other documents as requested by us). In order for us to confirm and guarantee your travel arrangements you must provide us with all your Client Details at least 90 days before departure. If we receive client details late, i.e. within 90 days, an Administrative Fee of £50 will be charged. In the event where Client Details have not been received by us 30 days prior to your holiday departure date, we reserve the right to treat the booking as cancelled and full cancellation fees will apply.

1.3 The first named person on the booking (“party leader”) must be at least 18 when the booking is made and is responsible for making all payments due to us. This individual must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By making the booking request, the party leader confirms that s/he is so authorised.

1.4 Subject to the availability of your chosen arrangements, we will confirm your holiday by issuing a confirmation invoice and a dossier for your holiday. These will be sent to the party leader. Please check all paperwork carefully as soon as you receive it. Contact us immediately if any information appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within 10 days of our sending it out).

1.5 Deposits can be paid by debit/credit card, by bank transfer or cheque. Higher deposits are occasionally required to cover airline tickets and other expenses. Any higher amount paid will be treated as the deposit for purposes of calculating any cancellation charges.

1.6 In exceptional cases we may require an interim payment in order to secure flights, hotels or cabins. Should this be necessary, we will inform you as soon as possible in writing. The higher amount will be treated as the deposit for the purpose of calculating any cancellation charges.

1.7 The balance of the holiday cost must be received by us not less than 120 days prior to departure. If booking is made 120 days or less prior to departure, full payment is due and can only be made using cleared funds. The date the balance is due will be shown on the confirmation invoice. If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. Final balance payments should be paid by bank transfer, debit card, credit card, or cheque.

## **2. Your contract**

2.1 A binding contract between us comes into existence when we issue our confirmation invoice to the party leader.

2.2 We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us except as set out below.

2.3 We both also agree that any claim (and whether or not involving any personal injury) must be dealt with by the courts of England and Wales only unless, in the case of court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your

contract and claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

### **3. Bonding and your Financial Protection**

3.1 The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under its ATOL Franchise and The Package Travel and Linked Travel Arrangements Regulations 2018 for Mountain Kingdoms Limited ABTOT number 5238, ATOL number 2973, and in the event of their insolvency, protection is provided for the following:

- non-flight packages;
- flight inclusive packages that commence outside of the UK, which are sold to customers outside of the UK; and.
- flight inclusive packages, flight only and linked travel arrangements (LTAs ) sold as a principal under ABTOT ATOL Franchise.

3.2 ABTOT cover provides for a refund in the event you have not yet travelled, or repatriation if you are abroad. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Mountain Kingdoms Limited, company registration no. 2118433

3.3 In the unlikely event that you require assistance whilst abroad due to our financial failure, please call ABTOT's 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

3.4 You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/uksi/2018/634/contents/made>

3.5 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.

3.6 The price of our ATOL-protected flight inclusive Packages 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.

3.7 We, or the suppliers identified on your ATOL Certificate or holiday itinerary, will provide you with the services listed on the ATOL Certificate or itinerary (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 or supplier 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 or supplier 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 or supplier. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder or supplier, in which case you will be entitled to make a claim under ABTOT.

3.8 If we, or the suppliers identified on your ATOL certificate or holiday itinerary, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder, alternative supplier or otherwise) for reasons of insolvency, ABTOT Limited may make a payment to (or confer a benefit on) you under its scheme. You agree that in return for such a payment or benefit you assign absolutely to ABTOT Limited 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 ABTOT ATOL Franchise scheme.

3.9 For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk) or the ABTOT website at [www.ABTOT.com](http://www.ABTOT.com)

#### **4. Airlines**

4.1 In accordance with EU Directive (EC) No 2111/2005, 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/modes/air/safety/air-ban\\_en](http://ec.europa.eu/transport/modes/air/safety/air-ban_en)

4.2 We use a variety of different airlines, and we are required to advise you of the actual carrier(s), or, if the actual carrier(s) is not known, the likely carrier(s) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

4.3 If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 6 "Changes to your booking" will apply.

4.4 If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel 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 have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules, you may use the CAA Passenger Advice and Complaints Service. See [www.caa.co.uk/passengers/resolving-travel-problems](http://www.caa.co.uk/passengers/resolving-travel-problems) for further details.

#### **5. Cancellation**

5.1 You may cancel your confirmed booking at any time prior to departure. Should you wish to cancel your holiday this must be advised in writing by the party leader 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 below based on your original departure date.

5.2 As we incur costs from the time we confirm your booking, the following scale of charges will apply to cancelled bookings on Antarctic & Arctic Expeditions:

Cancellation more than 120 days before departure .....loss of deposit only.

Cancellation 119 days to 60 days before departure .....50% of total holiday cost or deposit whichever is the greater amount.

Cancellation less than 60 days before departure .....100% of total holiday cost.

5.3 Provided the reason for cancellation falls within the terms of your policy, cancellation charges less any policy excess are usually covered by your holiday insurance. Any claim must be made directly with the insurance company concerned.

5.4 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.

5.5 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, unavoidable and extraordinary circumstances (see clause 7) we will pay you the compensation which is reasonable given the circumstances.

5.6 Occasionally, it may be necessary to cancel a confirmed booking. We have the right to terminate your contract in the event (i) we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances (see clause 7) and we notify you of this as soon as reasonably possible or (ii) (where applicable) we have to cancel because the minimum number of bookings necessary for us to operate your group holiday has not been achieved and we notify you of cancellation for this reason as referred to in clause 5.4. Where we have to cancel your booking in these circumstances, we will refund all monies you have paid to us within 14 days of the effective date of cancellation (usually the date we issue the cancellation invoice) but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred as a result. We will of course endeavour to offer you alternative holiday arrangements where possible which you may choose to book (at the applicable price) in place of those cancelled. We also have the right to cancel if you fail to make payment in accordance with the terms of your contract in which case clause 5.2 will apply.

5.7 Please note, a full refund entitlement only arises where we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances in accordance with clause 5.6 and we exercise our right to cancel as a result.

5.8 You will not be entitled to a full refund, and cancellation charges are likely to apply, where such circumstances affect your ability to travel on your holiday rather than our ability to perform or provide the contracted arrangements. This may be the case, for example, where measures applied by the UK or any other government or public authorities (such as locally applicable restrictions) mean you are unable to leave your home/local area and/or travel to or gain entry into the country(ies) where your holiday is due to take place. Any obligation to quarantine or self-isolate on your return to your country of residence does not affect our ability to provide your holiday and will not entitle you to cancel without paying our usual cancellation charges.

5.9 In the event that unavoidable and extraordinary circumstances (see clause 7) occur in the place of destination of your holiday or its immediate vicinity and significantly affect the performance of the contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of cancellation charges and receive a full refund of all monies you have paid to us (except for any previously incurred cancellation or amendment charges). Where applicable, you must notify us of your wish to cancel for this reason in writing. Providing we are in agreement that you are entitled to do so in accordance with this clause, we will send you a cancellation invoice to confirm the cancellation. Any refund then due will be paid in accordance with clause 5.6 above. We will notify you as soon as practicable should this situation occur. You will not be entitled to any compensation.

## **6. Changes to your booking**

6.1 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 alternative 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.

6.2 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 you have 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.

6.3 In cases where we are unable to return you on the date agreed in your itinerary, because of unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation for a period not exceeding 3 nights. Such circumstances might, for instance, include any of the following: actual or threatened war, quarantine, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, volcanic ash, fire and all similar events outside our control.

6.4 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 120 days of the start of the holiday arrangements you have booked with us, an additional fee of £50 per person will be levied.

6.5 Changes to confirmed bookings sometimes have to be made and we reserve the right to do so in accordance with this clause 6. Most changes will be insignificant and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted as referred to in clause 15. Where we have to do so, clauses 5.5 and 5.6 will apply.

6.6 All alterations which are not significant in accordance with clause 6.5 will be treated as insignificant changes. Carriers such as airlines may be subject to change. Any such change will not be significant. A change of flight time of less than 12 hours, airline, departure airport between London airports (Gatwick, Heathrow, Luton, Stansted or London City), type of aircraft (if advised), destination airport or accommodation to another of a similar standard and with similar facilities will also all be treated as insignificant changes. Please bear in mind that coronavirus and the measures and other action being taken by governments, public authorities and businesses to manage its effects is likely to have an impact on holiday arrangements for a considerable period of time and may be introduced with little or no prior notice. We may, for example, be unable to provide certain advertised features as a result. Greater flexibility is therefore likely to be required for the foreseeable future. Any impact which such measures / action has on your holiday will not constitute a significant alteration to your contracted arrangements and will not entitle you to cancel without payment of the applicable cancellation charges as a result.

6.7 In the event we have to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration and any impact this has on the price; (ii) in the event that you do not wish to accept the alteration, details of any alternative holiday arrangements we are able to offer (including the applicable price); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration or any alternative holiday arrangements offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so.

6.8 If you choose to cancel your booking in accordance with clause 6.7, we will refund all payments you have made to us within 14 days of the date the cancellation takes effect and terminates your contract (which is usually the date we send you a cancellation invoice following receipt of your written cancellation notification). If we don't hear from you with your decision within the specified period (having provided you with the above mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of the effective date of cancellation (see above). No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see clause 7).

## **7. Unavoidable and Extraordinary Circumstances**

7.1 Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature as a result of, unavoidable and extraordinary circumstances. In these booking conditions, unavoidable and extraordinary circumstances means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural disaster, adverse weather conditions, fire, flood, an outbreak of a serious illness at your holiday destination, closure, restriction or congestion of airports, other transport hubs or airspace, flight restrictions imposed by any regulatory authority or other third party and volcanic activity.

## **8. Disputes and refunds**

8.1 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.

8.2 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 clients' claims for refunds for whatever reason. Similarly, a client leaving a holiday en route will not be entitled to any refund unless agreed by the Mountain Kingdoms Company Director.

8.3 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. <https://www.aito.com/why-aito/arbitration-service>

## **9. Insurance**

9.1 It is a condition of us accepting your booking that you are adequately insured for your holiday with us. We need you to complete and return our travel insurance form, sent to you upon booking. Your holiday travel insurance must include cover for (i) cancellation or curtailment of your holiday as a result of circumstances outside your control (including accident or illness and inability to travel for other reasons), (ii) personal accident, (iii) personal liability, (iv) medical expenses and repatriation in the event of medical need (v) cover for costs and liability arising from any specific activity you intend to participate in (vi) helicopter medical rescue if trekking in remote areas.

For Expeditions to Antarctica or the Arctic it is mandatory that all Clients obtain travel insurance with a minimum medical coverage of US\$200,000 and this insurance must cover personal injury and emergency medical expenses. Clients must be able to provide proof of Insurance purchase and adequate coverage as per the required amounts above if requested by the group Leader.

9.2 Please note, it is your sole responsibility to ensure that the travel insurance purchased is suitable for your particular needs, including without limitation, in respect of any pre-existing medical condition (which must be disclosed to the insurer prior to purchasing the policy.)

9.3 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.



## **10. Land only bookings**

10.1 If you are taking a land only option with us we advise you to check with us whether your chosen holiday 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 clauses 5.4, 6.1 & 6.3.)

## **11. Price supplements and surcharges**

11.1 Tailor made itineraries and private departures prices are calculated by an exchange rate at the time of final quotation. For all other holidays the price is confirmed at the time of booking.

11.2 Once your booking is confirmed there will be no surcharges.

## **12. Changes by you, and transferring from one holiday to another.**

12.1 Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such request. Where we can, an amendment fee of £50.00 will be payable together with any costs or charges incurred or imposed by any of our suppliers.

12.2 We are only able to offer transfers from and to another Antarctic or Arctic Expedition and subject to the cancellation terms in 5/2. If you wish to transfer from one Expedition 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.

12.3 We do not make transfers within 120 days of travel.

12.4 You may transfer your booking or your place on the booking to someone else (introduced by you) without payment of our cancellation charges providing we have sufficient time to change flight bookings, permits, visas, hotel bookings and other logistics without cost to ourselves. The person(s) to whom you wish to make the transfer must also satisfy all conditions which form part of your contract with us. Requests for transfer must be accompanied by the name and other applicable details of the replacement person(s). Where a transfer to a person of your choice can be made, all costs and charges incurred or imposed by any of our suppliers, together with an amendment fee of £50.00, must be paid before the transfer can be effected.

12.5 As certain arrangements (such as flights) cannot be changed after a reservation has been made, name changes, other alterations and cancellation affecting these services are likely to incur a 100% cancellation charge and the applicable cost of rebooking the service. The rebooking will always be subject to flight availability and to the payment of the full cost of the new ticket.

## **13. Leaders, hazards and our liability**

13.1 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, or ticking to accept our booking conditions, when booking online, 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 and booking contract would cease with immediate effect.

13.2 Please understand there are certain hazards involved in adventure holidays, which you must accept at your own risk. Antarctic & Arctic Expeditions travel to remote areas where limited or no sophisticated medical facilities exist. We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example,

you suffer death or personal injury, or your contracted holiday arrangements are not provided as promised or prove deficient as a direct result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

13.3 We will not be responsible for any injury, illness, death, loss (for example, loss of enjoyment or loss of possessions), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from any of the following:-

- the act(s) and/or omission(s) of the person(s) affected; or- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or
- unavoidable and extraordinary circumstances as defined in clause 7 above.

13.4 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 cannot accept responsibility for any services which do not form part of our contract. Regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

13.5 The promises we make to you about the services we have agreed to provide or arrange as part of our contract, and the laws and applicable standards of the country in which your claim occurred, will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which give rise to the claim were provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim concerns the absence of a safety feature which might lead a reasonable holidaymaker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 13.2.

13.6 Except as set out in clause 13.7 or as otherwise permitted by English law, we do not limit the amount of damages you are entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the total holiday cost (excluding any insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total, unless a lower limitation applies to your claim under clause 13.7. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

13.7 Where any claim concerns, or is based on, any travel arrangements (including without limitation, the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies where we have arranged that travel as part of our contract, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which damages / compensation will be payable) will be limited as if we were the carrier in question. Such conventions and regulations include the Warsaw Convention as amended or unamended and the Montreal Convention 1999 for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air. When making any payment, we will deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and EU regulations are available from us on request. Please note that strict time limits apply for notifying loss, damage

or delay of luggage to the airline. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable convention or EU regulation.

#### **14. General**

14.1 1 If you will be aged 75 years and over at the time of departure we will require you to complete a self-certification letter confirming that you are in suitable health to undertake the planned holiday itinerary. We reserve the right to request that you obtain a letter from your GP confirming that you are in suitable health.

14.2 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 fulfil 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 obtain and carry all required documentation or to otherwise comply with all applicable requirements (including health/coronavirus related ones). If failure to have any necessary travel or other documents results in fines, surcharges, other financial penalty, costs or expenses being incurred by us, you will be responsible for reimbursing us accordingly. If you are unable to travel as a result of failure or inability to comply with any health related or other requirements, cancellation charges will apply.

14.3 The surnames and forenames you provide to us must be spelt as on the passport to be used for travel by each individual client. Neither we nor our suppliers accept responsibility and resulting costs involved if, on the basis of incorrect information received, air tickets or other essential documents, e.g. permits, are issued with clients' names that do not match their passport names.

14.4 The UK Foreign Commonwealth and Development Office publishes regularly updated travel information which is relevant to your holiday on its website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) and <https://travellaware.campaign.gov.uk> which you are strongly recommended to consult before booking as well as close to and in good time before departure. Up to date UK border control measures are available at [www.gov.uk/uk-border-control](http://www.gov.uk/uk-border-control)

14.5 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.

14.6 In the event you end up in difficulty (of any sort) during your holiday, we will provide you with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. Where you are in difficulty as a result of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.

14.7 Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions or EU regulations (see clause 13.7). Copies of the relevant parts of these terms and conditions and of the international conventions / EU regulations are available on request from ourselves or the supplier concerned.

14.8 Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may often be lower

#### **15. Special requests and medical conditions / disabilities / reduced mobility**

15.1 If you have any special request, you should advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your

confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied with (where it is possible to give this) if it is important to you. Any special request which we have accepted will be specifically confirmed to you in writing.

15.2 Our holidays may not be suitable for people with certain disabilities, medical conditions or significantly reduced mobility. Before you make your booking, we will advise you as to whether the proposed holiday arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.

15.3 Should you suffer from any medical condition, disability or significant reduction in mobility which may affect your holiday or have any special requirements as a result, please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any material change in your condition, disability or mobility occurs. You must also promptly advise us if any medical condition, disability or reduced mobility (which may affect your holiday) develops after your booking has been confirmed.

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## **River Cruises, Galapagos holidays, Patagonia holidays, and Classic Luangwa Safari Booking Conditions**

The following booking conditions, together with the information set out in “Essential information” on our website, form the basis of your contract with Mountain Kingdoms Ltd, (Registered Company, Number 2118433 of 20 Long Street, Wotton-under-Edge, Gloucestershire, GL12 7BT, United Kingdom). Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking we are entitled to assume that you have read these booking conditions and agree to them. These booking conditions apply to the following holidays: River Cruises, Galapagos holidays, Gentle Walking Patagonia, Torres del Paine Circuit, Complete Patagonia Paine & Fitzroy, Patagonia’s W Trek, Easter Island & Patagonia and Classic Luangwa Safari.

In our booking conditions, “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them, as the context requires. “We”, “us” and “our” means Mountain Kingdoms Limited. References to “departure” are to the start date of the arrangements we have contracted to provide.

### **1. Booking procedure and payment**

1.1 To book you can either a) submit a booking online (note that Tailor Made holidays cannot be booked online), b) telephone us or c) post a completed booking form and your deposit. You must inform us prior to making a booking if you have any special request, suffer from any medical condition, disability or reduced mobility. See clause 15.

1.2 The first named person on the booking (“party leader”) must be at least 18 when the booking is made and is responsible for making all payments due to us. This individual must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By making the booking request, the party leader confirms that s/he is so authorised.

1.3 Subject to the availability of your chosen arrangements, we will confirm your holiday by issuing a confirmation invoice and a dossier for your holiday. These will be sent to the party leader. Please check all

paperwork carefully as soon as you receive it. Contact us immediately if any information appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within 10 days of our sending it out).

1.4 Higher deposits are required for these holidays. Please see our website or contact the office for details. Deposits can be paid by debit/credit card, by bank transfer or cheque.

1.5 In exceptional cases we may require an interim payment in order to secure flights, hotels or cabins. Should this be necessary, we will inform you as soon as possible in writing. The higher amount will be treated as the deposit for the purpose of calculating any cancellation charges.

1.6 Bookings less than 95 days prior to departure will require the standard deposit plus £1000 and cleared funds to cover full payment must reach us within the following 7 days.

1.7 The balance of the holiday cost must be received by us not less than 95 days prior to departure. The final balance date will be shown on the confirmation invoice. If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. Final balance payments should be paid by bank transfer, debit card, credit card, or cheque.

## **2. Your contract**

2.1 A binding contract between us comes into existence when we issue our confirmation invoice to the party leader.

2.2 We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us except as set out below.

2.3 We both also agree that any claim (and whether or not involving any personal injury) must be dealt with by the courts of England and Wales only unless, in the case of court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

## **3. Bonding and your Financial Protection**

3.1 The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under its ATOL Franchise and The Package Travel and Linked Travel Arrangements Regulations 2018 for Mountain Kingdoms Limited ABTOT number 5238, ATOL number 2973, and in the event of their insolvency, protection is provided for the following:

- non-flight packages;
- flight inclusive packages that commence outside of the UK, which are sold to customers outside of the UK; and.
- flight inclusive packages, flight only and linked travel arrangements (LTAs ) sold as a principal under ABTOT ATOL Franchise.

3.2 ABTOT cover provides for a refund in the event you have not yet travelled, or repatriation if you are abroad. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Mountain Kingdoms Limited, company registration no. 2118433

3.3 In the unlikely event that you require assistance whilst abroad due to our financial failure, please call ABTOT's 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

3.4 You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here:  
<https://www.legislation.gov.uk/uksi/2018/634/contents/made>

3.5 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.

3.6 The price of our ATOL-protected flight inclusive Packages 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.

3.7 We, or the suppliers identified on your ATOL Certificate or holiday itinerary, will provide you with the services listed on the ATOL Certificate or itinerary (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 or supplier 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 or supplier 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 or supplier. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder or supplier, in which case you will be entitled to make a claim under ABTOT.

3.8 If we, or the suppliers identified on your ATOL certificate or holiday itinerary, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder, alternative supplier or otherwise) for reasons of insolvency, ABTOT Limited may make a payment to (or confer a benefit on) you under its scheme. You agree that in return for such a payment or benefit you assign absolutely to ABTOT Limited 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 ABTOT ATOL Franchise scheme.

3.9 For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk) or the ABTOT website at [www.ABTOT.com](http://www.ABTOT.com)

#### **4. Airlines**

4.1 In accordance with EU Directive (EC) No 2111/2005, 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/modes/air/safety/air-ban\\_en](http://ec.europa.eu/transport/modes/air/safety/air-ban_en)

4.2 We use a variety of different airlines, and we are required to advise you of the actual carrier(s), or, if the actual carrier(s) is not known, the likely carrier(s) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

4.3 If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 6 "Changes to your booking" will apply.

4.4 If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel 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 have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules, you may use the CAA Passenger Advice and Complaints Service. See [www.caa.co.uk/passengers/resolving-travel-problems](http://www.caa.co.uk/passengers/resolving-travel-problems) for further details.

## **5. Cancellation**

5.1 You may cancel your confirmed booking at any time prior to departure. Should you wish to cancel your holiday this must be advised in writing by the party leader 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 below based on your original departure date.

5.2 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 95 days prior to departure - loss of deposit only

Cancellation received less than 95 days prior to departure - 100% of total holiday cost

5.3 Provided the reason for cancellation falls within the terms of your policy, cancellation charges less any policy excess are usually covered by your holiday insurance. Any claim must be made directly with the insurance company concerned.

5.4 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.

5.5 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, unavoidable and extraordinary circumstances (see clause 7) we will pay you the compensation which is reasonable given the circumstances.

5.6 Occasionally, it may be necessary to cancel a confirmed booking. We have the right to terminate your contract in the event (i) we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances (see clause 7) and we notify you of this as soon as reasonably possible or (ii) (where applicable) we have to cancel because the minimum number of bookings necessary for us to operate your group holiday has not been achieved and we notify you of cancellation for this reason as referred to in clause 5.4. Where we have to cancel your booking in these circumstances, we will refund all monies you have paid to us within 14 days of the effective date of cancellation (usually the date we issue the cancellation invoice) but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred as a result. We will of course endeavour to offer you alternative holiday arrangements where possible which you may choose to book (at the applicable price) in place of those cancelled. We also have the right to cancel if you fail to make payment in accordance with the terms of your contract in which case clause 5.2 will apply.

5.7 Please note, a full refund entitlement only arises where we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances in accordance with clause 5.6 and we exercise our right to cancel as a result.

5.8 You will not be entitled to a full refund and cancellation charges are likely to apply where such circumstances affect your ability to travel on your holiday rather than our ability to perform or provide the contracted arrangements. This may be the case, for example, where measures applied by the UK or any other government or public authorities (such as locally applicable restrictions) mean you are unable to leave your home/local area and/or travel to or gain entry into the country(ies) where your holiday is due to take place. Any obligation to quarantine or self-isolate on your return to your country of residence does not affect our ability to provide your holiday and will not entitle you to cancel without paying our usual cancellation charges.

5.9 In the event that unavoidable and extraordinary circumstances (see clause 7) occur in the place of destination of your holiday or its immediate vicinity and significantly affect the performance of the contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of cancellation charges and receive a full refund of all monies you have paid to us (except for any previously incurred cancellation or amendment charges). Where applicable, you must notify us of your wish to cancel for this reason in writing. Providing we are in agreement that you are entitled to do so in accordance with this clause, we will send you a cancellation invoice to confirm the cancellation. Any refund then due will be paid in accordance with clause 5.6 above. We will notify you as soon as practicable should this situation occur. You will not be entitled to any compensation.

## **6. Changes to your booking**

6.1 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 alternative 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.

6.2 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 you have 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.

6.3 In cases where we are unable to return you on the date agreed in your itinerary, because of unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation for a period not exceeding 3 nights. Such circumstances might, for instance, include any of the following: actual or threatened war, quarantine, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, volcanic ash, fire and all similar events outside our control.

6.4 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 95 days of the start of the holiday arrangements you have booked with us, an additional fee of £50 per person will be levied.

6.5 Changes to confirmed bookings sometimes have to be made and we reserve the right to do so in accordance with this clause 6. Most changes will be insignificant and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted as referred to in clause 15. Where we have to do so, clauses 5.5 and 5.6 will apply.

6.6 All alterations which are not significant in accordance with clause 6.5 will be treated as insignificant changes. Carriers such as airlines may be subject to change. Any such change will not be significant. A change



of flight time of less than 12 hours, airline, departure airport between London airports (Gatwick, Heathrow, Luton, Stansted or London City), type of aircraft (if advised), destination airport or accommodation to another of a similar standard and with similar facilities will also all be treated as insignificant changes. Please bear in mind that coronavirus and the measures and other action being taken by governments, public authorities and businesses to manage its effects is likely to have an impact on holiday arrangements for a considerable period of time and may be introduced with little or no prior notice. We may, for example, be unable to provide certain advertised features as a result. Greater flexibility is therefore likely to be required for the foreseeable future. Any impact which such measures / action has on your holiday will not constitute a significant alteration to your contracted arrangements and will not entitle you to cancel without payment of the applicable cancellation charges as a result.

6.7 In the event we have to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration and any impact this has on the price; (ii) in the event that you do not wish to accept the alteration, details of any alternative holiday arrangements we are able to offer (including the applicable price); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration or any alternative holiday arrangements offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so.

6.8 If you choose to cancel your booking in accordance with clause 6.7, we will refund all payments you have made to us within 14 days of the date the cancellation takes effect and terminates your contract (which is usually the date we send you a cancellation invoice following receipt of your written cancellation notification). If we don't hear from you with your decision within the specified period (having provided you with the above mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of the effective date of cancellation (see above). No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see clause 7).

## **7. Unavoidable and Extraordinary Circumstances**

7.1 Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature as a result of, unavoidable and extraordinary circumstances. In these booking conditions, unavoidable and extraordinary circumstances means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural disaster, adverse weather conditions, fire, flood, an outbreak of a serious illness at your holiday destination, closure, restriction or congestion of airports, other transport hubs or airspace, flight restrictions imposed by any regulatory authority or other third party and volcanic activity.

## **8. Disputes and refunds**

8.1 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.

8.2 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 clients' claims for refunds for whatever reason. Similarly, a client leaving a holiday en route will not be entitled to any refund unless agreed by the Mountain Kingdoms Company Director.

8.3 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. <https://www.aito.com/why-aito/arbitration-service>

## **9. Insurance**

9.1 It is a condition of us accepting your booking that you are adequately insured for your holiday with us. We need you to complete and return our travel insurance form, sent to you upon booking. Your holiday travel insurance must include cover for (i) cancellation or curtailment of your holiday as a result of circumstances outside your control (including accident or illness and inability to travel for other reasons), (ii) personal accident, (iii) personal liability, (iv) medical expenses and repatriation in the event of medical need (v) cover for costs and liability arising from any specific activity you intend to participate in (vi) helicopter medical rescue if trekking in remote areas.

9.2 Please note, it is your sole responsibility to ensure that the travel insurance purchased is suitable for your particular needs, including without limitation, in respect of any pre-existing medical condition (which must be disclosed to the insurer prior to purchasing the policy.)

9.3 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.

## **10. Land only bookings**

10.1 If you are taking a land only option with us we advise you to check with us whether your chosen holiday 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 clauses 5.4, 6.1 & 6.3.)

### **11. Price supplements and surcharges**

11.1 Tailor made itineraries and private departures prices are calculated by an exchange rate at the time of final quotation. For all other holidays the price is confirmed at the time of booking.

11.2 Once your booking is confirmed there will be no surcharges.

### **12. Changes by you, and transferring from one holiday to another.**

12.1 Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such request. Where we can, an amendment fee of £50.00 will be payable together with any costs or charges incurred or imposed by any of our suppliers.

12.2 Due to the stringent booking conditions imposed by our suppliers on these holidays, we are unable to transfer your booking to an alternative date or holiday.

12.3 You may transfer your booking or your place on the booking to someone else (introduced by you) without payment of our cancellation charges providing we have sufficient time to change flight bookings, permits, visas, hotel bookings and other logistics without cost to ourselves. The person(s) to whom you wish to make the transfer must also satisfy all conditions which form part of your contract with us. Requests for transfer must be accompanied by the name and other applicable details of the replacement person(s). Where a transfer to a person of your choice can be made, all costs and charges incurred or imposed by any of our suppliers, together with an amendment fee of £50.00, must be paid before the transfer can be effected.

12.4 As certain arrangements (such as flights) cannot be changed after a reservation has been made, name changes, other alterations and cancellation affecting these services are likely to incur a 100% cancellation charge and the applicable cost of rebooking the service. The rebooking will always be subject to flight availability and to the payment of the full cost of the new ticket.

### 13. Leaders, hazards and our liability

13.1 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, or ticking to accept our booking conditions, when booking online, 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 and booking contract would cease with immediate effect.

13.2 Please understand there are certain hazards involved in adventure holidays, which you must accept. We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury, or your contracted holiday arrangements are not provided as promised or prove deficient as a direct result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

13.3 We will not be responsible for any injury, illness, death, loss (for example, loss of enjoyment or loss of possessions), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from any of the following:-

- the act(s) and/or omission(s) of the person(s) affected; or- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or
- unavoidable and extraordinary circumstances as defined in clause 7 above.

13.4 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 cannot accept responsibility for any services which do not form part of our contract. Regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

13.5 The promises we make to you about the services we have agreed to provide or arrange as part of our contract, and the laws and applicable standards of the country in which your claim occurred, will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which give rise to the claim were provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim concerns the absence of a safety feature which might lead a reasonable holidaymaker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 13.2.

13.6 Except as set out in clause 13.7 or as otherwise permitted by English law, we do not limit the amount of damages you are entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the total holiday cost (excluding any insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total, unless a lower limitation applies to your claim under clause 13.7. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

13.7 Where any claim concerns, or is based on, any travel arrangements (including without limitation, the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies where we have arranged that travel as part of our contract, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which damages / compensation will be payable) will be limited as if we were the carrier in question. Such conventions and regulations include the Warsaw Convention as amended or unamended and the Montreal Convention 1999 for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air. When making any payment, we will deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and EU regulations are available from us on request. Please note that strict time limits apply for notifying loss, damage or delay of luggage to the airline. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable convention or EU regulation.

#### **14. General**

14.1 1 If you will be aged 75 years and over at the time of departure we will require you to complete a self-certification letter confirming that you are in suitable health to undertake the planned holiday itinerary. We reserve the right to request that you obtain a letter from your GP confirming that you are in suitable health.

14.2 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 fulfil 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 obtain and carry all required documentation or to otherwise comply with all applicable requirements (including health/coronavirus related ones). If failure to have any necessary travel or other documents results in fines, surcharges, other financial penalty, costs or expenses being incurred by us, you will be responsible for reimbursing us accordingly. If you are unable to travel as a result of failure or inability to comply with any health related or other requirements, cancellation charges will apply.

14.3 The surnames and forenames you provide to us must be spelt as on the passport to be used for travel by each individual client. Neither we nor our suppliers accept responsibility and resulting costs involved if, on the basis of incorrect information received, air tickets or other essential documents, e.g. permits, are issued with clients' names that do not match their passport names.

14.4 The UK Foreign Commonwealth and Development Office publishes regularly updated travel information which is relevant to your holiday on its website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) and <https://travelaware.campaign.gov.uk> which you are strongly recommended to consult before booking as well as close to and in good time before departure. Up to date UK border control measures are available at [www.gov.uk/uk-border-control](http://www.gov.uk/uk-border-control)

14.5 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.

14.6 In the event you end up in difficulty (of any sort) during your holiday, we will provide you with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. Where you are in difficulty as a result of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.

14.7 Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions or EU regulations (see clause 13.7). Copies of the relevant parts of these terms and conditions and

of the international conventions / EU regulations are available on request from ourselves or the supplier concerned.

14.8 Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may often be lower

#### **15. Special requests and medical conditions / disabilities / reduced mobility**

15.1 If you have any special request, you should advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied with (where it is possible to give this) if it is important to you. Any special request which we have accepted will be specifically confirmed to you in writing.

15.2 Our holidays may not be suitable for people with certain disabilities, medical conditions or significantly reduced mobility. Before you make your booking, we will advise you as to whether the proposed holiday arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.

15.3 Should you suffer from any medical condition, disability or significant reduction in mobility which may affect your holiday or have any special requirements as a result, please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any material change in your condition, disability or mobility occurs. You must also promptly advise us if any medical condition, disability or reduced mobility (which may affect your holiday) develops after your booking has been confirmed.