

Booking Conditions 2019

please read carefully

The following booking conditions, together with the information set out in the "Essential information", (pages 106 and 107 of this brochure), form the basis of your contract with Mountain Kingdoms Ltd, (Registered Company, Number 2118433, Registered Office: 20 Long Street, Wotton-under-Edge, Gloucestershire, GL12 7BT, United Kingdom). These booking conditions apply to all holidays offered in this brochure and on our website www.mountaintkingdoms.com and all Tailor Made itineraries. Separate booking conditions apply to our Discovery Expeditions as well as several holidays including polar and river cruises, Galapagos trips and select Peru treks; these are available to download from our website and on request.

Booking Procedure and Payment

1/1 To book you can either a) post a completed Booking Form and your deposit, b) submit a booking online for brochure holidays (note that Tailor Made holidays cannot be booked online), c) telephone us and use a debit/credit card, d) send your deposit by bank transfer. Our standard booking deposit is £300 per person but higher deposits are occasionally required, as detailed in 1/2 and 1/7. Subject to availability, we will then send confirmation and a Dossier for your holiday. It is at this point we issue our confirmation and that a contract comes into existence between us. We reserve the right to decline any booking application at our discretion.

1/2 If your booking necessitates an immediate purchase of an air ticket and/or other services, we will contact you, as a higher deposit may be necessary. This higher amount will be treated as the deposit for the purpose of calculating any cancellation charges.

1/3 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.

1/4 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. trekking permits, are issued with clients' names that do not match their passport names.

1/5 Your personal safety is of paramount importance to us and it is therefore imperative that you advise us at the time of booking of any medical condition, physical or mental, that could reasonably be considered to affect your or other clients' enjoyment of the holiday.

1/6 When submitting your booking application by telephone, fax, email, letter or online, it is implied and accepted that the 'lead name' on the booking guarantees that he or she has the authority to accept, and does accept, on behalf of the party, the terms of these booking conditions.

1/7 The final balance payment is due no later than 60 days prior to commencement of our booked services. Bookings accepted less than 60 days prior to this require a £750 deposit per person and cleared funds to cover full payment must reach us within the following 7 days.

1/8 If your final balance is not received by the specified date, as detailed in 1/7, we reserve the right to cancel your booking without refund.

1/9 The additional cost of delivering kit bags outside the UK or Channel Islands will be added to your confirmation invoice.

1/10 We accept payment of deposits and insurance by debit card, credit card, bank transfer or cheques free of charge. Your final balance can be paid by bank transfer, debit card, cheque or credit card. We prefer to receive final balances by bank transfer, debit card or cheque.

1/11 The information contained in our brochure, on our website and in our other promotional material is believed to be correct to the best of our knowledge at the time of publication. However, errors may occasionally occur, information may be subject to change and we reserve the right to make amendments. You must therefore ensure you check all details of your chosen holiday with us, including the price, before making your booking.

Bonding and your Financial Protection

2/1 We are bonded in accordance with the Package Travel and Package Holidays Regulations 1992. We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 2973).

When you buy an ATOL protected flight or flight inclusive holiday* from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL Certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have, or may have, arising out of or relating to the non-provision of the services, including any claim against us, the travel agent or your credit card issuer where applicable. You also agree that any such claims may be reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. *The flights and flight-inclusive holidays we arrange are ATOL protected providing they are made available in the UK. For further information visit the ATOL website at www.atol.org.uk.

2/2 We are a member of the Association of Bonded Travel Organisers Trust Limited (ABTOT). ABTOT provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Mountain Kingdoms Ltd, and in the event of insolvency, protection is provided for the following:

1. non-flight packages and
2. flight inclusive packages that commence outside of the EU, which are sold to customers outside of the EU*.

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 Ltd. You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukdsi/2018/978011168479/content>

Airlines

3/1 We use a variety of airlines to supply flights for our holidays. The actual or likely airline to be used for your holiday will be shown on the information we send you upon booking. For operational reasons we reserve the right to change the airline for any particular holiday and all flight timings are subject to change by the airline. Any significant change to your flight arrangements will be notified to you as soon as possible.

3/2 Any air travel that is part of your holiday is subject to the conditions as stipulated by the airline concerned and liability is limited in accordance with International Convention.

3/3 If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, 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 complain to the Civil Aviation Authority on 020 7453 6888 or visit www.caa.co.uk - Resolving travel problems.

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

Cancellation

4/1 Should you wish to cancel your holiday this must be advised in writing by the 'lead name' on the booking and will be effective from the date of receipt by us. In the event of cancellation you will have to pay the cancellation charges detailed in 4/2.

4/2 As we incur costs from the time we confirm your booking, the following scale of charges will apply to cancelled bookings:

Cancellation received more than 60 days before departure.....	loss of deposit only
Cancellation received 59 days to 41 days before departure.....	30% of total holiday cost
Cancellation received 40 to 26 days before departure.....	60% of total holiday cost
Cancellation received 25 to 16 days before departure.....	80% of total holiday cost
Cancellation received 15 days or less before departure.....	100% of total holiday cost

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

4/3 Provided the reason for cancellation falls within the terms of your policy, cancellation charges less any policy excess are usually covered by your holiday insurance. Any claim must be made directly with the insurance company concerned.

4/4 Our holidays require a minimum number of participants to enable us to operate them. Should the required minimum number of bookings for a holiday not be received we are entitled to cancel it. We would inform you of any cancellation for this reason no later than 6 weeks prior to the start of the holiday.

4/5 If we have to cancel your holiday before the date of departure, you will have the choice of taking an alternative holiday (and where this is of a lower price we will refund the difference, but where this is of a higher price, you will be expected to pay the difference) or accepting a full refund of the holiday monies you have paid to us. In addition, in appropriate cases, (assuming full balance has been paid) and where such cancellation is not due to under-booking or force majeure (as defined in 5/3), we will pay you compensation which is reasonable given the circumstances.

Changes to your Itinerary

5/1 In booking with us you accept that by its very nature adventure travel carries its own inherent risks and difficulties. Very often our holidays take place in remote and/or underdeveloped locations. Whilst this adds to the uniqueness of our holidays it also means that it is not always possible to anticipate every eventuality that may disrupt travel plans and/or offer 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.

5/2 Most changes are minor. Occasionally we may have to make a significant change before the start of your holiday, e.g. a change of outward flight times of 12 or more hours (where you have booked your flights with us) or a change to an itinerary which results in one or more major destinations being substantially or completely missed out. Should a significant change arise prior to the start of the holiday arrangements 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.

5/3 We cannot be held liable or responsible for the consequences of "force majeure" which we define as any event which we or our suppliers could not, even with all due care, foresee or avoid. Such events may include actual or threatened war, quarantine, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, volcanic ash, fire and all similar events outside our control. Very rarely, force majeure may lead us to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we will provide assistance in accordance with the Package Travel and Package Holiday Regulations 1992. However, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers) or pay you any compensation. Any additional costs or expenses that result, such as

extra hotel accommodation/flights, will be your responsibility and must be paid for directly by you at the time.

5/4 Please note that should you wish to change your itinerary in any way, after your booking is confirmed, you will be required to pay any costs that might be incurred or imposed by our suppliers. If you request such a change within 60 days of the start of the holiday arrangements you have booked with us, an additional fee of £50 per person will be levied.

Disputes and Refunds

6/1 If you have a complaint on your holiday, you are required to inform your Leader immediately, or our local agent, or the hotel owner, and then notify the UK office of Mountain Kingdoms Limited in writing at the earliest opportunity, and no later than 28 days after the end of the services you have booked with us.

6/2 Any request for refunds on any given holiday must be addressed to our office in the UK. Our agents and representatives are not entitled to meet 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.

6/3 If you have a dispute with us that you are unable to resolve, you may be able to call upon the low-cost AITO Independent Dispute Settlement Service (details on request). Claims which exceed £2,500 per person, or £10,000 per booking form, or claims which apply principally or exclusively in respect of (or as a consequence of) illness or physical injury are not admissible for settlement under the service.

Insurance

7/1 You must be adequately insured for your holiday with us. We offer a very extensive insurance policy (see page 106). If you prefer not to take this, we need you to complete and return our Travel Insurance Form, sent to you upon booking. Your policy must include as a minimum satisfactory cover for helicopter medical rescue (treks only), repatriation and cancellation. Please read your policy details carefully. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

7/2 It is your responsibility to inform your insurers of any known medical conditions. This may also extend to include known medical conditions of people not necessarily travelling with you but upon whom your ability to travel may depend, such as a relative. Failure to notify your insurers of any material facts may result in a claim being denied.

7/3 In the event of a situation where you may have to claim on your travel insurance policy it is your responsibility to follow procedures as stated in your insurance policy document, and to notify your insurers as required.

Land Only Bookings

8/1 If you are taking a 'Land Only' option 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 Conditions 4/4, 5/1 & 5/3).

Price Supplements and Surcharges

9/1 Tailor Made itineraries and Private Departures prices are calculated by an exchange rate at the time of final quotation. Once your booking is confirmed there will be no surcharges (see also page 106).

9/2 Prices for brochure departures are confirmed at point of booking and thereafter will not be subject to any surcharge. This applies to both Flight Inclusive packages and Land Only bookings.

Transferring from One Holiday to Another

10/1 If you wish to transfer from one holiday to another you will be required to pay any difference in cost and a charge of £50 per person will be made to cover office administration. We are happy to accept transfers up to 2 months 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 in 2020 under the same provisos. We do not make transfers within 2 months of travel.

Leaders and Hazards

11/1 Our leaders will do their utmost to ensure that any problems are solved for the benefit of the group as a whole. Signing the booking form, 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.

11/2 We do not provide or arrange excursions other than those forming part of the arrangements booked and paid for in the UK. Our leaders or local agents may put you in touch with local organisers of excursions if you request but we can have no liability for such excursions, as your contract for such excursions will be with a local company providing the services and not with us.

11/3 Please understand there are certain hazards involved in adventure holidays, which you must accept at your own risk. Mountain Kingdoms Ltd will not be liable for any illness, injury or death sustained during a holiday, except due to negligence on our part or that of our suppliers.

General

12/1 The terms and conditions of all agreements made with Mountain Kingdoms Ltd shall be subject to, and governed by, English law and the courts of England and Wales shall have exclusive jurisdiction over any dispute.

12/2 If you are 70 and over at the time of booking, we will require a letter from your GP stating that they have seen the detailed itinerary of your holiday and confirming that you are in suitable health to undertake it as planned.

12/3 Information on passport, visa and health requirements will be provided in the Dossier we send you when you make a booking. It is your responsibility to ensure that you 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.

12/4 We reserve the right to exceed the maximum group size by one person in cases where there is only one place left on a holiday and two people wish to book together.