

SCHEDULE 5

Discover Adventure Terms and Conditions

Discover Adventure Ltd (The Company) accepts bookings subject to the following conditions.

FINANCIAL SECURITY

The Company is fully bonded and licensed by the Civil Aviation Authority and the Association of Independent Travel Operators for your financial protection. Under the terms of the bonds, monies are secured by insurance guarantees. Discover Adventures ATOL number is 5636 and the AITO number is 1143.

PASSPORTS, VISAS & VACCINATIONS

Clients are responsible for arranging, and must be in possession of a valid passport and any visas and vaccinations certificates required for the whole of their journey. Information about these matters or related items (climate, clothing, baggage, personal gear etc) is given in good faith but without responsibility on the Company. It is your responsibility to obtain any necessary vaccinations for your tour and to do so well before the departure date.

INSURANCE & CANCELATION INSURANCE

Travel insurance is mandatory for all clients whilst on a tour organised by the Company outside the UK. Clients together with their personal property including baggage are at all times solely at their own risk. Clients are wholly responsible for arranging their own insurance. Clients not taking out the Company's specially arranged Travel/Cancellation insurance are responsible for ensuring that they are in possession of private Travel Insurance with protection for the full duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with adequate cover. Clients making their own arrangements should ensure that there are no exclusion clauses limiting protection for the type of activities included in their tour. Clients should satisfy themselves that any travel insurance arranged through the Company is what they require and should arrange supplementary insurance if need be. Clients will be deemed to have read the insurance cover.

ITINERARY

While we endeavour to follow our itinerary there may be exceptional circumstances when this is not possible. We reserve the right to cancel or modify the itinerary as necessary.

It is unlikely that Discover Adventure will have to make any changes to your trip, but due to the nature of the trips arrangements have to be planned well in advance, so changes may have to be made and the Company reserves the right to do this. Should a material change be necessary the Company will inform you as soon as reasonably possible. A material change includes, for example, a significant change of destination, route, a change of flight time by more than 12 hours or a change of airport.

MEDICAL FORM

If you are aged over 65 years of age or if you have any medical condition that could be adversely affected by exercise, particularly a heart condition or asthma, you must provide the Company with a medical certificate from your doctor. By signing this pledge you are confirming that, to the best of your knowledge, your general state of health is good and that you take full responsibility for your health and personal well being.

MINIMUM AGE

Participants must be 18 years of age. DA reserves the right to refuse participation to anyone at any time without having to disclose the reason.

CHALLENGE PARTICIPATION

We accept your booking on the understanding that you realise the hazards involved in this type of tour, including injury or death, disease, loss or damage to property, and that you come on the tour at your own risk. We accept no liability for any injury resulting from the hazards of trekking, cycling or any other activity included in the itinerary, or for any other mishaps to yourself or your property, and in particular as a consequence of flight cancellations, strikes, wars, riots, sickness or other such happenings. Any independent travel arrangements that you make are also at your own risk.

EQUIPMENT

Clients taking their own equipment on tour are responsible for any charges for transportation levied by the airline including excess baggage.

IF YOU HAVE A COMPLAINT

Should the client have a complaint about any of the tour arrangements, the client must tell both the relevant supplier and the Company's representative at the time. It is only if the Company and the relevant supplier know about problems that there will be the opportunity to put things right.

FLIGHTS/DELAYS

The timings of air, road or rail departures are estimates only. We cannot accept liability for any delay in your flight from or to the UK whether the cancellation or delay is caused by adverse weather conditions, rescheduling by an airline, airport authority and/or action by air traffic controllers, mechanical breakdown or industrial action. Where long flight delays result in lost challenge time, no refunds are given by hotels or suppliers. Similarly, airlines do not offer compensation for flight delays. It is in recognition of the above that the Company's travel insurance policy offers some monetary compensation for flight delays over 12 hours to cover lost time or delayed return.