

## **Discover Adventure Limited Booking Conditions**

The booking conditions set out below form the basis of your relationship with Discover Adventure Limited (“DAL”) of Throope Down Office, Blandford Road, Coombe Bissett, Salisbury Wiltshire, SP5 4LN and the Charity for whom you have chosen to raise funds (“Charity”). References in these booking conditions to the Charity include any trading subsidiary of the Charity or organisation collecting fundraising monies on behalf of the Charity. Please read them carefully as they set out each party’s respective rights and obligations. All bookings are subject to these booking conditions.

### **Background**

DAL facilitates the raising of funds for charities by providing adventure trips. The Charity is the appointed agent of DAL for the purpose of marketing the event to which your Trip relates and in connection with the administration of your Trip booking.

All parties agree the following:

### **Definitions.**

1. In these booking conditions, the following words have the following meanings unless the context otherwise requires: -

- (i) “Event” means the fund-raising event for the Charity of which the Trip forms part;
- (ii) “Trip” means the inclusive travel arrangements, flights, accommodation, services of the trip leader and all other services which DAL contractually agrees to provide or arrange for you;
- (iii) “Organiser” means the organiser as defined by the Package Travel and Linked Travel Arrangements Regulations 2018;
- (iv) “Registration Fee” means the registration fee, if any, payable to DAL/the Charity for the Trip;
- (v) “Trip Cost” means the cost of the Trip payable to DAL/the Charity as advised at the time of booking (including any Registration Fee but excluding any Airline Taxes and insurance premiums);
- (vi) “Airline Taxes” means the amount of any supplement relating to aviation taxes and/or fuel payable to the airline(s) operating the flights which form part of the Trip and which you are advised at the time of booking does not form part of the Trip Cost;
- (vii) “Surcharge” means any surcharge payable in accordance with clause 11 of section B of these booking conditions;
- (viii) “Total Trip Cost” means the total amount payable to DAL/Charity in respect of the Trip being the Trip Cost, any Airline Taxes and any Surcharge but excluding any costs and charges payable in the event of cancellation or amendment by you.
- (ix) “you” and “your” means the participant named on the registration form.

### **Section A**

#### **Who organises the Trip?**

1. DAL is the Organiser of the Trip. Your contract for the Trip is with DAL. Please note DAL’s responsibilities are limited to the provision of the Trip in accordance with these booking conditions and the other terms of your contract with DAL. Except in relation to monies paid to the Charity and held by them on DAL’s behalf in accordance with clause 2.4, DAL has no responsibility for any payments made to the Charity or for any act(s) or omission(s) of the Charity.

#### **What is the Payment Timetable?**

- 2.1
- (i) You must pay any Registration Fee to DAL or the Charity at the time of booking.
  - (ii) You must pay the remainder of the Trip Cost to DAL or the Charity no less than 10 weeks prior to the commencement of the Trip.
  - (iii) You must pay any Airline Taxes to DAL or the Charity, if applicable, when requested (usually approximately 6 to 8 weeks but no earlier than 10 weeks prior to departure)
  - (iv) You must pay any Surcharge to DAL or the Charity in accordance with clause 11 of section B.

2.2 If you wish to purchase the insurance offered by DAL all applicable premiums must be paid to DAL as soon as possible as cover is not effective until these have been paid. Please see clause 8 of section B.

2.3 Credit Card payments: No card fees will be charged when making payments to DAL using personal debit or credit cards. Payments made by commercial / company credit or debit cards will

incur a 2% charge. Charges on payments made to the Charity using a commercial / company credit or debit card are at the discretion of the Charity.

2.4 For non-flight inclusive bookings, all monies paid to the Charity (if any) up to the full amount of the Trip Cost will be held on DAL's behalf until they are paid to DAL.

2.5 For flight inclusive bookings, all monies paid to the Charity (if any) will be held on behalf of and for the benefit of the Trustees of the Air Travel Trust subject to the Charity's obligation to pay the Total Trip Cost to DAL unless DAL fails. In the unlikely event of DAL's financial failure, all monies then held by the Charity or subsequently paid by you to the Charity in respect of the Trip cost will be held by the Charity on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation on the Charity to pay such monies to DAL. Please note: this clause only applies to monies paid to the Charity up to the full amount of the Total Trip Cost.

2.6 Monies paid to the Charity over and above the Total Trip Cost are a donation to the Charity and belong to the Charity.

### **What happens if I fail to pay all monies on time?**

3. If DAL or the Charity (as applicable) do not receive all payments due from you in respect of the Trip in full and on time, your place on the Trip will no longer be guaranteed and your Registration Fee will be lost. Your Trip booking will be treated as cancelled by you and clause 14 will apply.

### **What are your responsibilities?**

4.1 You must not do anything or fail to do anything which is reasonably likely to bring the Charity and/or DAL into disrepute whether before during or after the Trip.

4.2 You must ensure that all information you give DAL and/or the Charity including all information provided on the registration and insurance forms and medical questionnaire is complete, true and accurate. If you fail to do so in any material respect, DAL shall be entitled to cancel your booking and the Registration Fee will be retained. Depending on the date when DAL and/or the Charity discover that you have failed to comply with the provisions of this clause DAL will also be entitled to charge the cancellation fees set out in clause 14.

### **What happens to the information I provide?**

5.1 DAL is a data controller for the purposes of the EU General Data Protection Regulation (which is otherwise known as GDPR) and the Data Protection Act 2018 (together referred to as data protection laws in this section). The words "personal data", "data controller", "data processor" and "process" have the same meaning in this clause as they do in the data protection laws. The protection of your personal data is extremely important to DAL and the Charity. In order to respond to an enquiry, send you any material in respect of your Trip, administer your booking and organise and provide the Event and your Trip, DAL needs to use, where appropriate disclose and otherwise process the personal data you provide to DAL. DAL will only process your personal data in accordance with its privacy policy for or in connection with the purpose for which you have provided it (for example, arranging your Trip) or as you have consented to our using it (for example, sending you marketing material) or as permitted by data protection laws.

5.2 Personal data which concerns your health or reveals your racial or ethnic origin are special categories of personal data. DAL generally requires your explicit consent in order to process special categories of personal data which you will be asked to provide at the time of booking. DAL cannot accept bookings where this consent is not provided. DAL's privacy policy can be found on its website [www.discoveradventure.com/privacy-policy](http://www.discoveradventure.com/privacy-policy). Please read this for full details of the personal data DAL collect from you (either directly or through the Charity), why DAL does so and what DAL does with this data. DAL takes appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, which is appropriate to the harm that might result. Your personal data will be retained by DAL for the period referred to in the DAL privacy policy or as otherwise permitted by data protection laws.

5.3 You may ask DAL what personal data of yours is being held or processed, for what purpose and to whom it may be or has been disclosed. You may also withdraw your consent to receiving marketing

material or other communications from DAL at any time by unsubscribing to DAL's e-mails or otherwise contacting us on [info@discoveradventure.com](mailto:info@discoveradventure.com). Please also let DAL know if you believe the personal data DAL is holding is inaccurate, out of date or incomplete. If you have any complaint about the way in which your personal data has been dealt with, please contact us by e-mail to [info@discoveradventure.com](mailto:info@discoveradventure.com). DAL will investigate and respond to you as soon as reasonably possible. If you remain dissatisfied, you may complain to the Information Commissioner's Office. For further details, see [www.ico.org.uk](http://www.ico.org.uk)

5.4 Where the Charity processes your personal data on behalf of DAL, they will do so as a data processor. The Charity may also process your personal data as a data controller in accordance with their own data protection privacy policy which you should read (available on the Charity's website). Relevant personal data will be provided by DAL to the Charity for whom you are raising funds so that they can support your fundraising. The Charity will be responsible for complying with the data protection laws in respect of all processing of personal data they carry out including where you may have opted to receive further information from the Charity.

## **Section B**

### **How do I Book?**

1.1 You must complete and sign the registration form and return with the appropriate payment at the time of booking. Your completed medical questionnaire and appropriate insurance form should be returned within 10 days of receiving your information pack. You must be at least 18 when the booking is made.

1.2 Except where no Registration Fee is applicable, DAL will not accept any registration form without the appropriate payment as a confirmed booking. In this situation you will not be issued with a booking confirmation and no contract will come into existence. DAL and the Charity will have no further liability towards you.

### **When will the Trip be confirmed?**

2. Once DAL or the Charity has received your registration form, medical questionnaire and all appropriate payments, your Trip, subject to availability, will be confirmed with a booking confirmation. Please check this carefully as soon as you receive it. You must contact DAL immediately if any information in this confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

### **When does my contract for the Trip come into existence?**

3. A binding contract between you and DAL comes into existence when your booking confirmation is issued. This will be sent to you with your ATOL certificate. You and DAL 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 you and DAL ("claim") (except as set out below). You and DAL also agree that any claim (including any involving personal injury) must be dealt with under the ABTA Arbitration scheme (if the scheme is available for the claim in question – see clause 10 in section B) or by the courts of England and Wales only to the exclusion of all other courts 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 any claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

### **What about Minimum Numbers?**

4. Please note that each Event has a minimum number of participants required for its operation. You will be advised before your booking is accepted of the minimum number applicable to your Event. DAL reserves the right to cancel an Event due to insufficient numbers up to 56 days prior to departure. DAL will notify you of cancellation for this reason by this date. In these circumstances you will be offered the choice of transferring your booking to an alternative event organised by DAL for the Charity, where possible (which may involve an additional payment) or a complete refund of the payments you have made for your Trip. No compensation or other sums will be payable in addition. DAL will not cancel for this reason later than 56 days prior to departure.

### **Changes and Cancellation by DAL**

5.1 DAL starts planning the Event many months in advance. Occasionally, DAL has to make changes to a planned Event and to your Trip both before and after your booking has been confirmed. Whilst DAL always endeavours to avoid changes and cancellations, DAL must reserve the right to do so in accordance with this clause.

5.2 Most changes to your Trip will be insignificant and DAL has the right to make these. When an insignificant change is made before departure, DAL will notify you of this in writing. No compensation is payable for insignificant changes. Occasionally, before departure, DAL may be constrained by circumstances beyond its 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 DAL has accepted as referred to in clause 21 of section B. Where DAL has to do so, clauses 5.3 and 5.4 below will apply. All alterations which are not significant in accordance with this clause will be treated as insignificant changes. By way of example, a change of flight time of less than 12 hours, airline, departure airport between London airports (Gatwick, Heathrow, Luton, Stanstead or London City), type of aircraft (if advised) or destination airport will all be treated as insignificant changes.

5.3 In the event DAL has to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, DAL 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 event organised by DAL for the Charity (where available) to which you would be able to transfer your booking (including the applicable price); (iii) your entitlement to cancel your booking and receive a full refund of all money paid to DAL or the Charity for your Trip if you do not want to accept the alteration or transfer to any alternative event offered; and (iv) the period within which you must inform DAL of your decision and what will happen if you don't do so.

5.4 If you choose to cancel your booking in accordance with clause 5.3, DAL will refund all payments you have made to DAL or the Charity for your Trip within 14 days of the date DAL receives your written cancellation. If DAL does not hear from you with your decision within the specified period (having provided you with the above-mentioned information for a second time), DAL will cancel your booking and refund all payments made to DAL or the Charity for your Trip within 14 days of doing so. No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see clause 18.8 of section B).

5.5 Occasionally, it may be necessary for DAL to cancel a confirmed booking. DAL has the right to terminate your contract in the event (i) DAL is prevented from performing your contracted Trip as a result of unavoidable and extraordinary circumstances (see clause 18.8 of section B) and DAL notifies you of this as soon as reasonably possible or (ii) DAL has to cancel because the minimum number of bookings necessary for DAL to operate the Event has not been achieved and you are notified of cancellation for this reason in accordance with clause 4 of section B. Where possible, DAL will offer you the choice of transferring your booking to an alternative event organised by DAL for the Charity, (at the applicable price). Where DAL has to cancel your Trip in these circumstances and you do not wish to transfer your booking to any alternative event offered, DAL will refund all monies you have paid to DAL or the Charity for your Trip within 14 days of the date you are informed of the cancellation 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. DAL also has the right to cancel if you fail to make payment in accordance with the terms of your contract in which case clause 14 will apply.

5.6 In the event that unavoidable and extraordinary circumstances (see clause 18.8 of section B) occur in the place of destination of your Trip 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. DAL will notify you as soon as practicable in the event of this situation occurring.

### **Challenge Participation and Responsibility**

6. The Trip may involve hazards which are inherent to the activities involved in it. These inherent hazards increase the risk to participants of personal injury, death, illness, and/or loss or damage to property. By making your booking with DAL you acknowledge and accept the inherent hazards involved in the Trip. Except as set out in these booking conditions, DAL cannot accept any liability for any personal injury, death, illness, loss or damage to property or any other loss or damage you incur

as a result your participation in the Trip. Any safety equipment supplied must be worn correctly at all times. Your cycling helmet should be worn at all times when you are cycling.

### **What about Flight delays?**

7. DAL regrets it is not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline concerned may however provide refreshments etc. DAL cannot accept liability for any delay which is due to any of the reasons set out in clause 18.8 in section B "DAL's liability" (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time).

### **Do I need Travel Insurance?**

8.1 Travel insurance, including cover for baggage, is mandatory for all clients whilst on an overseas Trip organised by the DAL. Other than as referred to in clause 18 in section B, you travel, together with your personal property including baggage, solely at your own risk at all times. You are wholly responsible for arranging your own insurance and if you join the Trip without adequate insurance you may not be permitted to continue, with no right of refund.

8.2 If you choose not to take out the travel/cancellation insurance offered by DAL, you are responsible for ensuring that you have appropriate personal travel insurance, with protection for the full duration of the Trip in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment. If you make your own arrangements you should ensure that there are no clauses which exclude insurance cover for the type of activities included in the Trip. You are responsible for providing proof of this cover to DAL and failure to do so by its deadline may result in DAL charging you the applicable premium for the insurance it offers.

8.3 You must satisfy yourself that any travel insurance arranged through DAL meets your particular requirements and you should arrange supplementary insurance if need be. You are responsible for notifying DAL if you have not received insurance documentation after DAL has taken payment. Any claims concerning matters for which you are insured must be directed to your insurers. You will be deemed to have read your insurance policy and must take a copy of this with you on your Trip. All participants are personally responsible for informing insurance companies of any pre-existing medical conditions and ensuring these are covered by the policy.

### **Do you require Medical Details?**

9. DAL requires a completed medical questionnaire from each participant. If you are aged over 65 years of age or if you have any medical condition that could be adversely affected by exercise, such as a heart condition or asthma, you must provide DAL with full details in your medical questionnaire and any further information as may be required from your doctor. See also clause 4.2 of section A and clause 21 of section B.

### **What if I have a Complaint?**

10.1 DAL is a member of ABTA (No. Y6195) which requires DAL to maintain a high standard of service to you in accordance with ABTA's Code of Conduct. Should you have a complaint about any part of the Trip, you must tell both the relevant supplier and the trip leader at the time. It is only if DAL and the relevant supplier know about problems that there will be the opportunity to put things right. Any unresolved complaints must be communicated to the trip leader in writing as soon as possible during the Trip and to DAL's UK office no later than 28 days after the end of the Trip.

10.2 Disputes arising out of, or in connection with, any booking made with DAL which cannot be amicably settled, may be referred to arbitration, if you so wish, under a special scheme arranged by ABTA, and administered independently. The scheme provides for a simple and inexpensive method of arbitration on documents alone, with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained on the ABTA website ([www.abta.com](http://www.abta.com)). The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking. Neither does it apply to claims which are solely in respect of physical injury or illness, or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your application for arbitration and other required documents must be received by ABTA within 18 months of your return from your Trip. Outside this time limit, arbitration under the scheme may still be available if DAL agrees, but the ABTA Code does

not require such agreement. For injury and illness claims, you can request the ABTA mediation procedure and DAL has the option to agree to this. A dispute resolution scheme is also offered by the Association of Independent Tour Operators (AITO).

### **Will the Price of the Trip increase?**

11.1 Please note, Airline Taxes may be payable in addition to the Trip Cost where your Trip includes flights organised by DAL. Where applicable, the amount of any Airline Taxes will be confirmed at the time of booking. Airline Taxes are not a surcharge but are an amount which you agree to pay in addition to the Trip Cost. The surcharge provisions set out below do not therefore apply to Airline Taxes.

11.2 Once the Trip Cost has been confirmed at the time of booking, DAL will only increase it in the following circumstances. Price increases after booking will be passed on by way of a surcharge. A surcharge will be payable, subject to the conditions set out in this clause, if DAL's costs increase as a direct consequence of a change in (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources or (ii) the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the Trip including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or (iii) the exchange rates relevant to the Trip. You will also be entitled to a price reduction where there is a decrease in DAL's costs as a result of a decrease in the costs referred to in this paragraph which occurs between confirmation of your booking and the start of your Trip.

11.3 Even in the above cases, only if the amount of the increase in DAL's costs exceeds 2% of the Total Trip Cost (excluding any Surcharge), will DAL levy a surcharge. If any such surcharge is greater than 8% of the Total Trip Cost (excluding any Surcharge), clauses 5.3 and 5.4 of section B will apply. You will be notified of any price increase or reduction applied in accordance with clause 11.2 together with the justification for and calculation of this not less than 20 days before departure. Where a reduction is applicable, DAL is entitled to deduct its administrative expenses from the refund.

### **Equipment**

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

### **Participants**

13.1 DAL and/or the Charity reserve the right on reasonable grounds to refuse participation to anyone at any time without having to disclose the reason. Your entitlement to participate depends on our being satisfied that there are no circumstances under which DAL ought properly to decline your participation. DAL's decision on your participation shall be final and binding. DAL however will not exercise this right without having clear grounds to do so. In any circumstances where DAL decides that you may not participate your Registration Fee and insurance premium (where paid) will be refunded to you in full.

13.2 When you book with DAL, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. If the actual cost of the loss or the damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. If you fail to do so, you will be responsible for meeting any claims subsequently made against DAL (together with DAL's own and the other party's full legal costs) as a result of your actions.

### **What if I want to cancel?**

14.1. You may cancel your Trip booking at any time before departure. If you wish to cancel, DAL or the Charity must receive notice in writing from you (which can be by e-mail). Effective date of cancellation will be the date such notice is received by DAL or the Charity. Cancellation fees will be charged as below. The percentages shown are of the Total Trip Cost excluding the Registration Fee which is not refundable in the event of cancellation. Amendment fees and insurance premiums are also not refundable in the event that you cancel. In calculating these cancellation charges, DAL has taken account of possible cost savings and the generation of income from other bookings which may be able to utilise cancelled services to the extent this is likely to be achievable.

**Period before departure written notice of cancellation is received by DAL or the Charity**

**Cancellation Charge**

More than 56 days	loss of Registration Fee only
56-29 days	50%
28-15 days	75%
14-0 days	100%

14.2 DAL will refund to the Charity any monies relating to the Total Trip Cost paid by it to DAL after deduction of the cancellation charges set out above.

14.3 Should you wish to make any changes to your confirmed booking or transfer this to someone else, you must notify DAL and the Charity in writing as soon as possible. Whilst DAL will endeavour to assist, DAL cannot guarantee it will be able to meet any change requests (other than a transfer of the booking). You may transfer your booking to someone else (introduced by you) without payment of the applicable cancellation charges provided the person to whom you are making the transfer satisfies all conditions which form part of your contract with DAL. Requests for a transfer must be made in writing at least 7 days prior to departure and must be accompanied by the name and other applicable details of the replacement person. An amendment fee of £75 per person will be payable to DAL together with any costs incurred by DAL and any costs or charges incurred or imposed by any of DAL's suppliers in making any requested amendments.

**Passport, vaccinations and visas**

15. You are responsible for arranging, and must be in possession of, a valid passport and any visas and vaccination certificates required for the whole of your Trip. Information given by DAL about these matters or related items (climate, clothing, baggage, personal gear etc) is given in good faith but requirements may change and you must check the up to date position in good time before departure. It is your responsibility to obtain any necessary vaccinations for your Trip and to do so well before the departure date.

**Registration Form**

16.1 Signing your registration form or submitting your online booking form signifies your agreement to abide by the authority of the leader, who represents DAL. If in the opinion of the trip leader, our employees or agent, your behaviour or physical condition is detrimental to the safety, welfare and well-being of the group as a whole or that your general well-being will be put at risk by continuing with the Event, you may be asked to leave the Trip without the right to any refund for unused services. The decision of the trip leader as to the conduct, itinerary and objectives of the Trip is final.

16.2 DAL will do its best to help you complete your Event. However this may not always be possible and you may be required to leave the Event early for reasons such as ill-health, fitness, injury etc. If this occurs and you have to cut your Trip short for whatever reason, DAL cannot provide a refund of any entry fees, flights, accommodation or other costs. In addition, any costs incurred for unexpected accommodation and/or transfers, flights etc and any medical costs will be your responsibility. In some cases, costs can be extensive if, for example, a helicopter evacuation is needed. You must ensure that you have adequate and appropriate insurance in place to cover these eventualities. DAL requires that you take a credit card with you on the Trip to cover any unexpected costs and would recommend that you ensure you have sufficient available funds / credit limit to cover such emergencies. DAL is under no obligation to pay for any additional costs, but in the event that DAL provides financial assistance, you hereby guarantee that you will personally (if not recoverable through your insurance policy) reimburse DAL upon your return from your Trip.

**Your Financial Protection**

17. DAL holds an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 5636). When you buy an ATOL protected flight or flight inclusive package 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. DAL, or the suppliers of the services you have bought, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither DAL 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 DAL, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. The Civil Aviation Authority can be contacted at Gatwick Airport South, West Sussex, RH6 0YR, UK tel +44 (0)333 103 6350, e-mail [claims@caa.co.uk](mailto:claims@caa.co.uk) [www.caa.co.uk](http://www.caa.co.uk)

All of the flights and flight-inclusive holidays on the DAL website are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. For more information about financial protection and the ATOL Certificate go to [www.caa.co.uk](http://www.caa.co.uk)

DAL is a member of ABTA (membership no. Y6195). ABTA and ABTA members help travellers to get the most from their travel and assist them when things do not go according to plan. If your Trip does not include flights, ABTA will financially protect your Trip by ensuring you receive a refund or, if your arrangements include return travel to the UK (other than flights) you are returned to the UK in the event your Trip cannot be provided as a result of our insolvency. ABTA can be contacted at 30 Park Street, London SE1 9EQ tel +44 (0)20 3117 0599 [www.abta.com](http://www.abta.com)

### **DAL's Liability**

18.1 DAL promises to make sure that the Trip arrangements DAL has agreed to make, perform or provide as applicable as part of its contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, DAL will accept responsibility if, for example, you suffer death or personal injury or your contracted Trip arrangements are not provided as promised or prove deficient as a result of the failure of DAL or DAL's employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted Trip 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 DAL. In addition, DAL will only be responsible for what its 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 DAL had asked them to do (for agents and suppliers).

18.2 DAL will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any 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 Trip and which were unforeseeable or unavoidable or
- unavoidable and extraordinary circumstances as defined below.

18.3 Please note, DAL cannot accept responsibility for any services which do not form part of its contract with you. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where DAL has not contractually agreed to provide or arrange such services or facilities. In addition, regardless of any wording used by DAL in any material produced by DAL in relation to the Event or your Trip, DAL only promise to use reasonable skill and care as set out above and DAL does not have any greater or different liability to you.

18.4 The promises DAL make to you about the services it has agreed to provide or arrange as part of its contract with you, and the laws and standards of the country in which your claim or complaint occurred, will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and standards applicable to those services at the time, 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 or complaint concerns the absence of a safety feature which might lead a reasonable participant to refuse to take the trip in question. Please note, however, DAL's obligation is to exercise reasonable skill and care as referred to in clause 18.1. DAL does not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean DAL has not exercised reasonable skill and care.

18.5 Except as set out in clause 18.6 or as otherwise permitted by English law, DAL does not limit the amount of damages you are entitled to claim in respect of personal injury or death which DAL or its employees have caused intentionally or negligently.

For all other claims, if DAL is found liable to you on any basis, the maximum amount DAL will have to pay you is three times your Total Trip Cost (excluding any insurance premiums and amendment charges) unless a lower limitation applies to your claim under clause 18.6 below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from the Trip.

18.6 Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including 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, DAL's liability (including the maximum amount of damages DAL will have to pay you, the types of claim and the circumstances in which damages will be payable) will be limited as if DAL were the carrier in question as referred to below. The most DAL will have to pay you for that claim or that part of a claim if DAL is found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention 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, EC Regulation 392/2009 on the liability of carriers of passengers by sea in the event of accidents and the Athens Convention relating to the carriage of passengers and their luggage by sea (as amended by the 2002 protocol), the Convention on Limitation of Liability for Maritime Claims as amended by the 1996 Protocol or the Convention of 1980 concerning International Carriage by Rail (COTIF) as amended). Please note: Where a carrier would not be obliged to make any payment to you under the applicable international convention or EU regulation (including where any claim is not notified and issued in accordance with the time limits stipulated in the applicable convention or EU regulation), DAL is similarly not obliged to make a payment to you for that claim or part of the claim. When making any payment, DAL 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 airlines and other carriers. 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.

18.7 Please note, DAL cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to DAL by you concerning your booking prior to DAL accepting it, DAL could not have foreseen you would suffer or incur if DAL breached its contract with you or (2) which did not result from any breach of contract or other fault by DAL or its employees or, where DAL is responsible for them, its suppliers. Additionally DAL cannot accept liability for any business expenses or losses including self employed loss of earnings.

**18.8 Unavoidable and Extraordinary Circumstances:** Except where otherwise expressly stated in these booking conditions, DAL regrets it cannot accept liability or pay any compensation where the performance or prompt performance of its obligations under its contract with you is prevented or affected, or you otherwise suffer any damage, expense or loss (as more fully described in clause 18.1 above) as a result of unavoidable and extraordinary circumstances. In these booking conditions, unavoidable and extraordinary circumstances means a situation which is beyond DAL's control, the consequences of which could not have been avoided even in 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 or nuclear disaster, adverse weather conditions, fire and all similar events outside our control pandemics/epidemics, closure, restriction or congestion of airports, ports, stations, other transport hubs or airspace, flight restrictions imposed by any regulatory authority or other third party and volcanic activity. Unavoidable and extraordinary circumstances will also include the UK Foreign Office advising against all travel or all but essential travel to any country, region or destination.

### **Flights**

19. The flight timings detailed in Trip documentation are for general guidance only and are subject to change. The latest timings will be despatched to you approximately two weeks before departure. In most cases your tickets will be given to you at the airport. You must check flight details very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even within two weeks of departure – DAL or the Charity will contact you as soon as possible if this occurs.

In accordance with EU Directive EC No 2111/2005, DAL is required to bring to your attention the existence of a 'Community List' which contains details of airlines which are subject to an operating ban within the EU. The Community List is available for inspection at [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban_en) DAL is required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where DAL is only able to inform you of the likely carrier(s) at the time of booking, DAL will inform you of the identity of the actual carrier(s) as soon as it becomes aware of this. Any changes to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. Any change in the identity of the carrier, flight timings and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying DAL's normal charges except where specified in these conditions. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which DAL / the carrier are unable to offer you a suitable alternative the provisions of clause 5 of section B will apply.

### **Conditions of Suppliers**

20. Many of the services which make up the Trip 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 and EU regulations (see clause 18.6). Copies of the relevant parts of these terms and conditions are available on request from DAL or the supplier concerned.

### **Special Requests and Reduced Mobility / Medical Conditions / Disabilities**

21. If you have any special request, you must advise DAL or the Charity in writing at the time of booking. Although DAL will endeavour to pass any reasonable requests on to the relevant supplier, DAL regrets it cannot guarantee any request will be met unless DAL has specifically confirmed this. For your own protection, you should obtain confirmation in writing from DAL that your request will be complied with (where it is possible for DAL to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request in your confirmation letter 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. Special requirements DAL has accepted will be specifically confirmed as accepted on your booking confirmation.

Before DAL accepts your booking, it will advise you as to whether the Event and Trip are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as DAL fully appreciates that individual capabilities, restrictions and requirements are likely to vary considerably. Reference to reduced mobility 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.

If you suffer from reduced mobility or have any other medical condition or disability which may affect your Trip or any special requirements as a result of reduced mobility or any medical condition or disability, please tell DAL before you make your booking and provide full details on your medical questionnaire so that DAL can give you appropriate information as to the suitability of the Event and Trip for you taking into account your particular situation. You must also promptly give DAL full details

if any change in the condition, disability or mobility occurs or if any medical condition, disability or reduction in your mobility which may affect your Trip develops after your booking has been confirmed.

**Assistance during your Trip**

22. In the event you end up in difficulty (of any sort) during the Event, DAL 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, DAL may charge you a reasonable fee for this assistance which will not exceed the costs DAL actually incurs.

**Promotional Material**

23. As you are taking part in a group event, DAL reserves the right to use without payment any photographs and images taken at an Event or Event-related occasion by its employees or suppliers, or forwarded by any person on the Event or connected to the Event, in its brochure, on its website, in its social network marketing activities or for use in any other relevant promotional material. Any participant who does not agree to this has the right to opt out by advising DAL as soon as possible after the booking and also inform the trip leader at the start of the Event. You will not be named / identified in any photographs or other images without your written consent.

**Foreign Office Advice**

24. The UK Foreign and Commonwealth Office publishes regularly updated travel information 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 recommended to consult before booking and in good time before departure.