



Booking Information

1. Making your booking

To confirm a booking, the lead passenger must complete and sign our booking form agreeing to be bound by our Booking Conditions. He/she must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking and their parent or guardian for all party members who are under 18 when the booking is made. By signing or completing online the booking form, the lead passenger confirms that he/she is so authorised and that all party members agree to be bound by these Booking Conditions. He/she must also arrange for all party members or their parent or guardian where the party member is under 18 to complete and sign our personal details form confirming they agree to be bound by our Booking Conditions. The lead passenger is responsible for making all payments due to us as set out in more detail in clause 2 below. The lead passenger must be at least 24 when the booking is made. No variation of these Conditions may be made unless this is done in writing by one of our directors.

Once we have received the lead passenger's signed booking form and all appropriate payments, we will, subject to availability, confirm your tour by issuing a confirmation invoice. This invoice will be sent to the lead passenger. Our contract for the tour is with the lead passenger. Please check this invoice carefully as soon as the lead passenger receives it. Contact us immediately if any information which appears on the confirmation or any other document 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 inaccuracy in any document within 14 days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but the lead passenger must meet any costs involved in doing so. The only exception to this requirement to meet costs is where the mistake in question was made by us and there is good reason why the lead passenger did not tell us about it within these time limits.

2. Payment

The applicable deposit (as set out in Table A below) per person must be paid at the time of booking and sent with the completed booking form. Please see clause 4 below on the subject of insurance.

The final balance of the tour price is due no later than the date set out in Table A below. If a booking is made after this date then the full amount is payable at the time of booking.

A 3% charge is made for credit or debit card payments (this charge is 3.8% for non-UK registered cards). These are charges that we incur that we need to pass on.

Table A

- - On booking: 20% of the tour cost as a deposit. On some tours we may request a higher deposit to cover non-refundable elements of the tour payable by us to our suppliers on booking.
- - 60 days before departure: Balance of the tour cost plus/less any amendments made.

3. Special Requests and medical problems / disabilities

If you have a special request, the lead passenger should inform us of it in writing at the time of booking. We will advise the relevant supplier of your requirements, but we cannot guarantee that such requests will be met unless we have specifically confirmed this. For your own protection, the lead passenger should obtain confirmation in writing from us that your request will be complied with (where it is possible for us 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 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. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If any party member has any medical problem or disability which may affect your tour, the lead passenger must tell us before he/she confirms your booking so that we can advise as to the suitability of the chosen arrangements. In any event, the lead passenger must give us full details in writing at the time of booking. You must also notify us of any changes or deterioration in the disability or medical condition or development of any disability or medical condition after booking.

In view of the nature of the holidays featured in this brochure, we regret we must reserve the right to decline any booking or cancel (in the event of the development, deterioration or change of any disability or medical condition occurring after confirmation) whenever we reasonably feel unable to accommodate the needs or restrictions of any particular client or where, in our reasonable opinion, the medical condition or disability of the client concerned is likely to have a significant adverse effect on other clients taking the same holiday. We further reserve the right to cancel any holiday and impose cancellation charges if we are not fully advised of any relevant disability or medical condition at the time the booking is made and/or promptly notified of any development, change or deterioration occurring after booking. On occasions, the decision to cancel can only be made at the time the person concerned joins the tour as it may only be apparent at this stage that their disability or medical condition cannot be accommodated. Any client affected by a disability or medical condition must ensure they have notified this to their travel insurers and that their travel insurance will cover it. As it is a condition of booking that all clients have adequate and appropriate travel insurance, we are entitled to insist on evidence that the disability or medical condition is covered.

4. Insurance

The lead passenger is responsible for ensuring all members of the party have adequate insurance. The insurance must as a minimum cover personal accident, medical expenses, loss of effects, repatriation costs and all other expenses, which might arise as a result of loss, damage, injury, delay or inconvenience. This policy must include a minimum cover of £5,000,000 for medical and repatriation expenses.

Insurance premiums must be paid as soon as possible as cover will not be effective until all applicable premiums are paid in full. Policy details should be read carefully and taken on tour. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

5. Passports, visas, permits, certificates and health

All members of the party must be in possession of a valid passport and all visas, permits and certificates, including medical certificates required for the whole of the tour. It is your responsibility to obtain these unless you are expressly advised otherwise by us. All information and advice given by us on visas, vaccinations, climate, clothing, baggage, special equipment etc. is given in good faith. The lead passenger must ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

A full British passport presently takes approximately 4 weeks to obtain. We require details of the passports held by all party members no later than 6 weeks prior to departure. The UK Passport Service has to confirm your identity before issuing a first passport and from October 2006 will ask applicants to attend an interview in order to do this. If any member of the party does not have a passport or will need to renew it prior to departure, they are recommended to apply at least 3 months in advance. Requirements may change and you must check the up to date position in good time before departure with the Embassy or consulate of the country (ies) you are travelling through and to.

Information on health is contained on this website, but is also available in the Department of Health leaflet T7 (Health Advice for Travellers) available from the Department of Health on 0870 1555 455 or via its website www.dh.gov.uk and most Post Offices. For holidays in the EEA all members of the party should obtain an EHIC (European Health Insurance Card) prior to departure. Health requirements and recommendations may change and you must check the up to date position with your GP or travel clinic in good time before departure.

6. Minimum Numbers

The holidays featured in this brochure each require a minimum number of participants before we can operate them. The applicable minimum number depends on various factors and varies from tour to tour. If your party is below the minimum number and we have not had any other bookings, you have the option of paying a higher amount or we may have to cancel the booking.

We will talk to you about this at the time of booking, but we promise to advise you no later than 6 weeks prior to departure if we have to cancel your holiday due to lack of numbers. Clause 5 of our booking conditions will then apply.

Booking Conditions

The following Booking Conditions together with the Booking Information contained in our brochure form the basis of the contract with Earth Cultures Limited (Registered Number: 7200850) having its registered office address at Rowan Cottage, Tythby, Notts, NG13 8GR. Please read them carefully as they set out our respective rights and obligations.

These Booking Conditions only apply to tour arrangements, which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract. All references in these Booking Conditions to "booking", "contract", "package", "tour" or "arrangements" mean such tour arrangements.

In these Booking Conditions, "you", "your" and "party" means all persons (or any of them) named on the booking (including anyone who is added or substituted at a later date). "We", "us" and "our" means Earth Cultures. The "lead passenger" means the adult who makes the booking with us in accordance with clause 1 of the Booking Information.

1. In order to make a booking, please follow the procedure set out under Booking Information.

A binding contract between us and the lead passenger comes into existence when we despatch our confirmation invoice to the lead passenger. We both agree that English law (and no other) will apply to that contract and to any dispute, claim or other matter of any description that arises between us (except as set out below). We both also agree that any such dispute, claim or other matter (and whether or not involving any personal injury) must be dealt with under the AITO Arbitration Scheme (if the Scheme is available for the claim in question - see clause 16) or 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 the contract and the dispute, claim or other matter in question governed by the law of Scotland or Northern Ireland as applicable (but if you do not so choose, English law will apply).

2. Payment must be made as set out under Booking Information. If we do not receive all payments due (including any surcharge where applicable) 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 payments paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in Table B depending on the date we reasonably treat your booking as cancelled.

3. If you wish to make any alterations to your tour we will make every reasonable effort to accommodate these, but cannot guarantee that alterations will be possible. If the alterations you request are possible, these will, of course, be subject to payment of any amendment or other charges imposed or incurred by the relevant supplier and the sum of £50 to cover our administrative costs. Requests for amendments must be made in writing by the lead passenger. Any cancellation of the entire booking or by any member of the party must be notified to us in writing by the lead passenger. The date on which the letter is received by us will determine the cancellation charges applicable. The applicable cancellation charges will be as set out in Table B below and are expressed as a percentage of the total tour price (excluding amendment charges and insurance premiums).

Table B - Cancellation Charges

- - More than 60 days before departure: deposit
- - 60 - 31 days before departure: 50%
- - 30 days or less before departure: 100%

Please note deposits are not refundable in the event of your cancellation except as set out in these Booking Conditions.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

4. Prices quoted are based on costs and exchange rates as known at the time of preparation of this brochure or at the time your quotation is given to you in the case of bespoke itineraries. We reserve the right to make changes to and correct errors in quoted prices at any time before your tour is confirmed.

Once the price of your chosen tour has been confirmed at the time of booking, we will only increase or decrease it in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if our costs increase or decrease as a result of a change in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or in the exchange rate(s) which have been used to calculate the cost of your tour.

Even in the above cases, only if the increase in our costs exceeds 2% of the total cost of your tour (excluding insurance premiums and any amendment charges) will we levy a surcharge. If any surcharge is greater than 10% of the cost of your tour (excluding insurance premiums and any amendment charges), the lead passenger

will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment or previously levied cancellation charges) or alternatively purchase another tour from us as referred to in clause 5 below. Where a surcharge is payable, there will be an administration fee of £5 per person. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your tour due to contractual and other protection in place.

A refund will only be payable if any decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay the lead passenger the full amount of the decrease in our costs.

The lead passenger has 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another tour. If the lead passenger does not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the tour or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

We promise not to levy a surcharge within 30 days of the start of your tour. No refunds will be payable if any decrease in our costs occurs within this period either.

5. We start planning the tours we offer many months in advance. Occasionally, we have to make changes to and correct errors in tour details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

Most changes are minor. Occasionally, we have to make a "significant change". A significant change is a change made before departure which, taking account of the information the lead passenger gives us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major affect on your tour. Significant changes are likely to include the following changes when made before departure: a significant change of itinerary missing out one or more major destination substantially or altogether (on which our decision is final). NB Please also **see clause 8**.

If we have to make a significant change or cancel, we will tell the lead passenger as soon as possible. If there is time to do so before departure, we will offer the lead passenger the choice of the following options: -

(a) (for significant changes) accepting the changed arrangements or **(b)** purchasing an alternative tour from us, of a similar price to that originally booked if available. Providing it is possible to do so, we will offer at least one alternative tour of at least equivalent standard for which you will not be asked to pay any more than the price of the original tour. If this tour is in fact cheaper than the original one, we will refund the price difference. If the lead passenger does not wish to accept the tour we specifically offer, he/she may choose any of our other then available tours. You must pay the applicable price of any such tour. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper **(c)** cancelling or accepting the cancellation in which case the lead passenger will receive a full and quick refund of all monies you have paid to us.

Please note the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel, we will as a minimum (where compensation is due) pay you the compensation payments set out in Table C below depending on the circumstances and when the significant change or cancellation is notified to the lead passenger subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care (for example, but not limited to, where the Foreign and Commonwealth Office advise against travel to your tour destination after your booking has been confirmed) or where we have to cancel because the minimum number of persons required to operate your tour is not reached - please see Booking Information. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these Booking Conditions entitling us to cancel (such as paying on time) or if the change made is a minor one. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed tour.

Table C - Compensation Payments

- - Period before departure within which Compensation significant change/cancellation is notified per person:
- - More than 56 days: Nil
- - 56-43 days: £10
- - 42-29 days: £15
- - 28-15 days: £20
- - 14-0 days: £30

In the unlikely event that we become unable to provide a significant proportion of the services you have booked after you depart, we will make alternative arrangements for you at no extra charge, or, if this is impossible, or you do not accept these alternative arrangements for a good reason, we will provide you with transport back to your point of departure with us and a pro rata refund for the cost of the remainder of your tour. In addition, if appropriate, we will pay you compensation of an amount which is reasonable taking into account the circumstances. Compensation will not be payable where the situation is caused by force majeure - **see clause 6**

6. 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 the lead passenger is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 15(1) below) as a result of "force majeure". In these Conditions "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Examples include war or threat of war, riots, civil strife, terrorist activity (actual or threatened), industrial disputes, natural or nuclear disaster, fire or adverse weather conditions, level of water in rivers and all similar events beyond our control.

7. If you have a special request or medical problem or disability, please let us know as set out under Booking Information.

8. The type of travel we offer requires flexibility and must allow for alternatives. The outline itinerary as given for each tour must therefore be taken as an indication of what each trip may accomplish, and not as a contractual obligation on our part. The final decision on the itinerary and conduct of any tour will be taken by us in the interests of the group as a whole. It is understood that the route schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events which may include sickness or medical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, climate and other unpredictable or unforeseeable circumstances.

9. At all times the decision of our tour leader or overseas representative will be final on all matters likely to endanger the safety and well being of the tour. You must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of the countries visited. Should any member of the party fail to do so then that person may be ordered to leave the tour without recourse to any refund, compensation or any other legal claim against us.

10. The lead passenger accepts responsibility for any damage or loss caused by any member of your party. Members of the party are also responsible for any damage or loss they cause. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

We expect all clients to have consideration for other people. We also strongly condemn the collecting of any specimen from the natural world. If in our reasonable opinion or in the reasonable opinion of any other person in authority, any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the tour of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds or compensation will be made and we will not pay any expenses or costs incurred as a result of the termination.

11. It is essential that you are covered by adequate travel insurance. Please see Booking Information for further information.

12. If we accept a request to transfer you from one tour to another you will be liable for the cancellation charges applicable as a result of cancelling the original tour in addition to the cost of the new tour. We also reserve the right to charge an administration fee of 10% of the value of the first tour booked.

13. You or any member of your party may, up to 7 days before departure, transfer your booking to another person if you or that member are unavoidably prevented from travelling and the transferee meets any conditions which may apply to the tour in question. The right to transfer is subject to payment of an administration fee of

£25 per person to cover our administration expenses (plus appropriate tour insurance premium if applicable) together with all additional charges of whatever sort imposed by suppliers providing the component parts of the package. These charges will be the joint responsibility of the lead passenger and original and replacement party member(s) and must be paid before the transfer can be made. You should note that some airlines may refuse to accept a name change, or may treat it as a cancellation and a rebooking with a 100% cancellation charge. All notifications of any wish to transfer must be made to us in writing by the lead passenger.

14. By booking with us, you acknowledge that the tours we offer often involve their own inherent risks and dangers due to matters such as the geographical location of the tour and the activities involved in the tour. Such tours may involve a significant amount of inherent personal risk. These include injury, disease, loss or damage to property, inconvenience and discomfort.

15. 1) We promise to make sure that the tour arrangements we have agreed to make, perform or provide as applicable as part of our contract with the lead passenger 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 the contracted tour arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, the contracted tour 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).

15.2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), 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 any member(s) of the party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable or
- 'force majeure' as defined in **clause 6** above

15.3) Please note we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities, which your hotel or any other supplier agrees to provide for you where the services or facilities are not included in the cost of your itinerary and we have not agreed to arrange them, and any excursion you purchase whilst overseas. In addition, regardless of any wording used by us on our website, in any of our brochures 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.

15.4) 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 regulations 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 regulations 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 regulations 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 holidaymaker to refuse to take the tour in question.

15.5) As set out in these Booking Conditions we limit the maximum amount we may have to pay you for any claims you may make against us. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £2000 per person affected unless a lower limitation applies to your claim under this clause or clause 15.6 below.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding 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 15 (6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your tour.

15.6) 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, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or un-amended 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 and the Athens convention for international travel by sea). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request.

15.7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description which (1) on the basis of the information given to us by the lead passenger concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract or (2) did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

15.8) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 16 below. If asked to do so, you must transfer

to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

16. If you have any complaint whilst on tour, you must immediately inform your tour leader or our overseas representative who will use all reasonable efforts to remedy it. If he or she is unable to do so, the lead passenger must make the complaint known to us in writing within 28 days of your tour's return to the UK. If you fail to follow this simple complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result.

17. For requirements relating to passports, visas, permits and certificates **please see Booking Information.**

18. We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline whose scheduled services we use will take responsibility for you in the event of delays and may provide refreshments / meals /accommodation in the event of a delay. We cannot accept liability for any delay which is due to any of the reasons set out in clause 6 of these Booking Conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements.

19. 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.

20. 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 that are subject to an operating ban with the EU Community. The Community list is available for inspection at <http://ec.europa.eu>.