

Please ensure that you have read the Terms & Conditions on the adjacent page which contain all the requirements for booking your UTracks/Walkers' Britain holiday. For all trips, we require a non-refundable deposit of £250/€300 pp, unless the booking is made within 70 days of departure, in which case we require full payment. Please check the specific trip notes for any additional information regarding deposit amounts and final payment deadlines which may be specific or unique to your trip. Also note that some trips require a large non-refundable deposit at the time of booking.

## PARTICIPANT 1

TITLE:  MR  MRS  MISS  MS  DR  OTHER

(DETAILS BELOW AS PER PASSPORT)

SURNAME: \_\_\_\_\_

FIRST NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TEL: (MOB) \_\_\_\_\_

TEL: (LAND) \_\_\_\_\_

EMAIL: \_\_\_\_\_

DATE OF BIRTH: (DD/MM/YR) \_\_\_\_ / \_\_\_\_ / \_\_\_\_ HEIGHT (IN CM): \_\_\_\_\_  
[For cycling holidays only]

DO YOU HAVE A PRE-EXISTING MEDICAL CONDITION?  YES  NO  
IF YES, PLEASE PROVIDE DETAILS \_\_\_\_\_

DO YOU HAVE SPECIAL DIETARY REQUIREMENTS?  YES  NO  
IF YES, PLEASE PROVIDE DETAILS \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

RELATIONSHIP: \_\_\_\_\_ MOBILE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## PARTICIPANT 2

TITLE:  MR  MRS  MISS  MS  DR  OTHER

(DETAILS BELOW AS PER PASSPORT)

SURNAME: \_\_\_\_\_

FIRST NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TEL: (MOB) \_\_\_\_\_

TEL: (LAND) \_\_\_\_\_

EMAIL: \_\_\_\_\_

DATE OF BIRTH: (DD/MM/YR) \_\_\_\_ / \_\_\_\_ / \_\_\_\_ HEIGHT (IN CM): \_\_\_\_\_  
[For cycling holidays only]

DO YOU HAVE A PRE-EXISTING MEDICAL CONDITION?  YES  NO  
IF YES, PLEASE PROVIDE DETAILS \_\_\_\_\_

DO YOU HAVE SPECIAL DIETARY REQUIREMENTS?  YES  NO  
IF YES, PLEASE PROVIDE DETAILS \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

RELATIONSHIP: \_\_\_\_\_ MOBILE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## PASSPORT DETAILS - optional, not required at time of booking

NATIONALITY: \_\_\_\_\_

PASSPORT NUMBER: \_\_\_\_\_

DATE OF ISSUE: (DD/MM/YR) \_\_\_\_ / \_\_\_\_ / \_\_\_\_ EXPIRY DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## PASSPORT DETAILS - optional, not required at time of booking

NATIONALITY: \_\_\_\_\_

PASSPORT NUMBER: \_\_\_\_\_

DATE OF ISSUE: (DD/MM/YR) \_\_\_\_ / \_\_\_\_ / \_\_\_\_ EXPIRY DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## TRIPS SELECTED

TRIP NAME: \_\_\_\_\_ TOUR CODE \_\_\_\_\_ DEPARTURE DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

TRIP NAME: \_\_\_\_\_ TOUR CODE \_\_\_\_\_ DEPARTURE DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

DO YOU REQUIRE FLIGHTS?  NO  YES ROOM REQUIREMENTS  TWIN  DOUBLE  SINGLE  TRIPLE  OTHER

ADDITIONAL ARRANGEMENTS OR EXTENSIONS IF REQUIRED: \_\_\_\_\_

HAVE YOU TRAVELLED WITH US BEFORE?  YES  NO DATE DEPARTING HOME COUNTRY: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

IF YES, DID YOU TRAVEL WITH:  UTRACKS  WALKERS' BRITAIN  WORLD EXPEDITIONS

WHERE DID YOU HEAR ABOUT US? \_\_\_\_\_

IN SIGNING THIS BOOKING FORM, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF CONTRACT ACCOMPANYING THIS BOOKING AND THE OBLIGATIONS SET OUT IN THE CONDITIONS, PARTICULARLY THOSE RELATING TO THE RELEASE AND WAIVER OF LIABILITY [CONDITIONS 19/20/21/22], IF AGED UNDER 18, THIS FORM REQUIRES THE SIGNATURE OF YOUR PARENT OR LEGAL GUARDIAN.

PARTICIPANT 1: SIGNED: \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ PARTICIPANT 2: SIGNED: \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## RETURN FORM

SEND BY EMAIL TO [ENQUIRIES@UTRACKS.CO.UK](mailto:ENQUIRIES@UTRACKS.CO.UK) / [ENQUIRIES@WALKERSBRITAIN.CO.UK](mailto:ENQUIRIES@WALKERSBRITAIN.CO.UK)

Have you completed all fields? Save your changes, make a scan, or take a photo of the form and return it by email.

Please read carefully the terms in the conditions of contract. These terms are also available online at [utracks.com/walkersbritain.co.uk](http://utracks.com/walkersbritain.co.uk) where a version with larger text is available, please let UTracks or Walkers' Britain know if you require these terms in a different size or format.

In completing and submitting the Booking Form, you agree to be bound by these conditions which constitute the agreement between UTracks/Walkers' Britain (herein referred to as "UT/WB" a division of World Expeditions Limited trading as World Expeditions) and you. These conditions apply to the exclusion of any other terms or conditions unless they are set out in the Booking Form or are otherwise agreed to in writing by the parties. Previous dealings between the parties will not vary these conditions. No purported variation of these conditions will be effective unless in writing and signed by a person so authorised by UTracks/Walkers' Britain.

In these terms and conditions reference to "UTracks/Walkers' Britain representatives" means tour leaders and staff of UTracks/Walkers' Britain and its officers, employees, agents, licensees, guides and other third parties and representatives and the land management authorities in each country in which the tour is conducted, or any of them.

## 1. Booking is booked

1.1 How to effect when UT/WB accepts from you a completed booking form and payment of a £250/€300 per person per trip deposit that is non-refundable. UT/WB suggest you take out travel insurance at time of booking. Further information in relation to your trip is provided in the trip notes, which are provided for each trip, on our website at [utracks.com](http://utracks.com) or [walkersbritain.co.uk](http://walkersbritain.co.uk) and by submitting your booking form and paying your deposit you are deemed to have read and understood the relevant trip notes. Please let UT/WB know if you have any queries in relation to these trip notes.

1.2 Some trips require a higher non-refundable deposit to be paid and this is detailed in the individual trip notes and will be made clear at the time of booking.

1.3 The balance of the full tour price is payable 70 days prior to the scheduled date of departure.

1.4 If payment of the balance of the tour price is not received by UT/WB by the required time you will be taken as having cancelled the tour and cancellation charges in accordance with Condition 5 will apply.

1.5 Payment of the balance of the full tour price may be made by cheque, cash, Debit Card or Credit Card without surcharge.

1.6 If a booking is made after the balance of the full tour price is payable, the booking is effected when UT/WB accepts from you a completed booking form and payment of the full tour price.

1.7 UT/WB can assist with booking low cost carrier airlines. An administration fee of £30/€35 per person will be charged for this service. Immediate payment will be required at time of booking your flight.

1.8 Prices are quoted in British Pounds or Euros. All payments must be made in British Pounds or Euros. WB only accept British Pounds. Final balance is due for all trips 70 days prior to departure. If payment of the balance for the tour is not received by UT/WB by the required time, you will be taken as having cancelled the tour and cancellation charges in accordance with condition 5 will apply.

## 2. Switching to another tour

2.1 Subject to Condition 2.2, if you wish to switch from one tour to another:

2.1.1 you must notify UT/WB in writing;

2.1.2 you may only switch from one tour to another tour which commences within 12 months of your original departure date;

2.1.3 a £200/€250 per person charge shall be payable to UT/WB in respect of all switches;

2.1.4 any additional costs which arise out of or in connection with the switch shall be payable by you;

2.1.5 the following charges shall apply depending upon when you provide notice of your proposed switch of tour;

a. if your notice at Condition 2.1.1 is received within 70 days prior to your original departure date and more than 365 days prior to your original departure date, 50% of your original tour price shall be forfeited; or

b. if your notice at Condition 2.1.1 is received within 35 days of your original departure date, 100% of your original tour price shall be forfeited.

2.2 Any requested change from one tour to another is subject to availability and the agreement in writing of UT/WB.

## 3. Transfer of your tour to another person

3.1 Where you are prevented from proceeding with your tour (for example if you are required to undertake jury service, or as the result of the illness or death of a close relative), you may transfer it to another person provided:

3.1.1 you give reasonable notice to UT/WB;

3.1.2 in UT/WB reasonable opinion, the person to whom you wish to transfer the tour satisfies all the conditions applicable to the tour, including completing a new booking & agreeing to our terms and conditions, and the person meets all the medical and fitness requirements of the trip and receiving confirmation from its service providers that the transfer is acceptable; and

3.1.3 the payment of an administration fee of £100/€120 per person is made to UT/WB;

3.1.4 the payment of any additional costs arising out of or in connection with such a transfer are paid to UT/WB. You should note that it is often not possible to change airline tickets from one person to another and that such tickets may be completely non-transferable and often non-refundable.

3.2 You acknowledge that both you and the person to whom the tour is transferred shall be jointly and severally liable to UT/WB for the price of the tour, the administration fee and any additional costs arising out of or in connection with the transfer.

## 4. Amendments

4.1 If you wish to make amendments to your tour arrangements, you must notify UT/WB in writing as soon as possible.

4.2 Each amendment to your tour arrangements will incur a £100/€120 per person administration fee and you will be liable for any increase in any additional expenses arising out of or in connection with such amendments. All such fees must be paid before departure.

4.3 Any requested amendment to tour arrangements is subject to availability and the agreement in writing of UT/WB.

## 5. Cancellations by you

5.1 If it becomes necessary for you to cancel your tour, you shall notify us immediately in writing. Upon receipt and acknowledgement by us of your written advice, cancellation will take effect.

5.2 For all tours, the following conditions apply:

5.2.1 if cancellation takes place more than 70 days prior to departure, the deposit and any travel insurance premium will be forfeited;

5.2.2 if cancellation takes place less than 70 days and more than 365 days prior to departure, 50% of the cost of the tour and the whole of any travel insurance premium will be forfeited; or

5.2.3 if cancellation takes place 35 days or less prior to departure, 100% of the cost of the tour and the whole of any insurance premium will be forfeited.

5.3 In these booking conditions "the cost of the tour" includes the cost of any extras booked for that tour. The tour price is quoted as a package. No partial refunds or credit will be given for services not used. Any amount forfeited, which has not then been paid to UT/WB, may be recovered from you by UT/WB as a debt due and payable. Travel insurance should be instigated at the time of booking.

## 6. Health & fitness requirements

You must be in good health and physical condition and are strongly advised to follow our pre departure fitness training recommendations. You will be required to submit a medical questionnaire as proof that you are fit enough to participate in the tour 70 days prior to departure if you are joining a tour level 4 or 5 or have a pre-existing medical condition or are over 70 years of age. Regardless of tour level, if you have a pre-existing medical condition which is not well controlled and has required medical intervention in the past 24 months, you must also have your doctor complete your medical form to certify you as fit to participate. If you suffer from severe muscular, chest, heart, sight, hearing or bronchial disorders, or if you are a severe asthmatic, or have high blood pressure, you are strongly advised against participating. Tours can take place in remote areas where there is reduced access to normal medical services or hospital facilities for serious problems. Evacuation, where necessary, can be prolonged, difficult and expensive. Medical and evacuation expenses will be your responsibility but insurance may cover you depending on the circumstances. While we do not discriminate by age, please carefully consider your ability to participate on level 4 or 5 trips if you are over 70 years of age. UTracks/Walkers' Britain reserves the right in its absolute discretion to refuse a participant the right to participate on a tour.

## 7. Medical disclosure

7.1 You declare and warrant that:

7.1.1 you are in good health mentally and physically at the time of booking this tour;

7.1.2 you have disclosed to UT/WB every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably be expected to know, that is relevant to UT/WB's decision to permit you to go on the adventure tour;

7.1.3 additionally, that pre-existing medical conditions are disclosed to your travel insurance and cover sought;

7.1.4 immediately upon any adverse change in your health or fitness that may be likely to affect UT/WB's decision to permit you to go on the adventure tour, you will notify UT/WB in writing of any such adverse change;

7.1.5 you acknowledge that the obligation to disclose under this condition continues from the time of booking the tour through to departure and extends for the duration of the tour;

7.1.6 you have taken the necessary precautions to immunise/vaccinate for the destination you are

travelling to and/or for you are booked where vaccinations may be mandatory.

7.2 UT/WB are permitted to disclose medical information to relevant staff connected with your tour and with our consultant doctor and he/she may exclude you from a tour if deemed necessary.

7.3 If you fail to comply with the duty of disclosure in this Condition 7 and if UT/WB would not have permitted you to undertake the tour, or continue participation of the tour, had you made full disclosure under this Condition 7, UT/WB will not be liable for personal injury, death or property damage or loss incurred by you. However nothing in this Condition 7 shall exclude or limit our liability for fraud, or for death or personal injury which arises as a result of our negligence.

## 8. Tour leaders and behaviour

8.1 For the purposes of this Condition "tour leader" includes both the nominated tour leader and any other nominated person given at any time the task of leading or supervising any aspect of the tour.

8.2 UT/WB tour leaders take their responsibilities seriously and if for any reason a tour leader believes, in his or her absolute discretion, that you should not participate in the tour, before your departure, even if you pass your medical, the tour leader may exclude you from the tour. In this event, but subject to Condition 5, you will be offered the option of taking another tour considered suitable for you or a full refund. If for any reason during a tour the nominated tour leader considers you should not participate further due to you committing an illegal act, or in the opinion of the nominated tour leader, your behaviour is causing or is likely to cause danger, distress or annoyance to others, or your fitness or health is inadequate, the tour leader may direct you not to continue and you must follow the tour leader's instructions. In this case you will not be entitled to any refund. Travel insurance may compensate you depending on the circumstances.

8.3 UT/WB reserves the right to change, at any time, the tour leader of any tour. If this happens, UT/WB will try to ensure that the alternative tour leader has expertise commensurate with that of the tour leader. Any such change by UT/WB will not give rise to any right on your part to cancel the tour or claim any expenses, loss or damage which you may suffer.

## 9. Cancellation due to tour booking numbers

9.1 UT/WB reserves the right to cancel any tour prior to departure in the event that there are too few people booked on a tour. In such circumstances you will be given a full refund of the tour price paid by you. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including visa, passport costs, vaccination charges, gear purchases, airfares, airport and airline taxes).

9.2 The operational status of your tour will be advised 70 days prior to the start date of your tour. We advise against paying for your international flights until your trip has been confirmed as going ahead.

## 10. Changes, postponement, cancellation or delays by UT/WB

10.1 Subject to Condition 11, UT/WB reserves the right to:

10.1.1 change the date of departure or conclusion of the tour;

10.1.2 modify any aspect of the tour;

10.1.3 cancel or modify any routes within the tour or objectives set out in the itinerary; or

10.1.4 substitute different or equivalent routes within the tour in place of cancelled or modified routes, or postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the tour) any such aspect of the tour if, in the absolute discretion of UT/WB, it is necessary to do so due to government travel warning or advice, or any change in such warning or advice, inclement weather, snow or icy conditions or conditions that are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether political or military or terrorist or otherwise or in the case of any real or perceived health risk (including SARS or bird flu), or if, in the absolute discretion of UT/WB, there is a likelihood of any such event occurring which may impact upon the safety of the participants, or if an act or omission of a third party prevents the tour or the aspect of the tour being undertaken in accordance with your booking or for any other reason considered necessary by UT/WB.

10.1.5 in the event of any change, modification, cancellation, postponement or delay under this condition, you acknowledge that you will have no right of refund of the tour price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay.

## 11. Significant alterations to essential terms

11.1 Most of these changes will be minor, and where changes are minor and in such cases you may seek to switch, transfer or cancel your tour in accordance with Conditions 2, 3 and 5 respectively.

11.2 If there is a significant alteration to an essential term (and this depends upon the nature of the tour and must take into account that adventure holidays require participants to be flexible) then UT/WB shall advise you as soon as possible.

11.3 If there is a significant alteration to an essential term (or if the tour is cancelled by UT/WB) you may either:

11.3.1 accept the changes to the tour and proceed with the tour (provided it has not been cancelled);

11.3.2 if UT/WB is able to offer such an option, accept a replacement tour of equivalent or higher price and/or standard;

11.3.3 if UT/WB is able to offer such an option, accept a replacement tour of a lower price and/or standard, in which case UT/WB shall refund you the difference in price if UT/WB is able to recover such monies; or

11.3.4 UT/WB shall refund you all monies paid under the contract.

11.4 Other than as set out in this Condition 11, you will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such change, modification, cancellation, postponement or delay (including visa costs, passport costs, vaccination charges, equipment purchases, airfares, airport and airline taxes).

## 12. Itineraries and brochures

12.1 Itineraries and other details, including the minimum operating numbers, are published in good faith as statements of intention only and reasonable changes in the itinerary and related items may be made where deemed necessary or advisable by UT/WB.

12.2 The information contained in UT/WB brochures, itineraries, and website is, to the best of UT/WB belief, correct at the date of publishing.

## 13. Insurance

13.1 It is a condition of booking a tour with UT/WB that before you travel with UT/WB, you must either:

13.1.1 take out a policy under the travel insurance scheme offered by UT/WB; or

13.1.2 take out a policy of travel insurance which is acceptable to UT/WB.

13.2 To be acceptable to UT/WB, a policy of travel insurance must:

13.2.1 be valid for the entire duration of the tour; and

13.2.2 cover you for illness, injury, death, loss of baggage and personal items, cancellation, curtailment, emergency rescue and repatriation.

13.3 You agree that it is your responsibility to check the adequacy and validity of any insurance policy effected by or on your behalf and you must provide evidence to UT/WB that you have obtained personal travel insurance.

13.4 You agree it is your responsibility to have cover for any pre-existing medical conditions if applicable and should you not be able to get cover for a certain condition, then you agree to cover any costs associated with repatriation or emergency health care whilst on a UT/WB tour.

13.5 Personal travel insurance is not included in the tour price.

## 14. Passports, visas or vaccinations required for travel

14.1 Your passport must be valid for at least 6 months after the date of your return.

14.2 It is your responsibility to obtain a passport, proper identification or proof of citizenship as required by the authorities of the destination to which you are travelling. You will not be entitled to a refund if you are denied boarding or entry on any basis, including improper documentation or failure to provide information.

14.3 It is entirely your responsibility to obtain the relevant medical advice and vaccinations and make all other necessary preliminary arrangements including compliance with visa requirements, and we accept no responsibility whatsoever in the event that these matters are not dealt with prior to departure.

14.4 In some cases, full and correct passport information is required when a booking is submitted to us in order that we can obtain necessary tickets, permits and visas on your behalf. If you do not supply the appropriate and correct information when you make your booking, we will not be able to make the necessary bookings on your behalf and cannot be held responsible.

## 15. Airlines and other transport providers

15.1 Any flights or other transport forming part of the tour arrangements are subject to the terms and conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's liability to passengers in accordance with applicable international law and conventions.

15.2 The liability of UT/WB, any airline or other transport provider is limited so far as possible by the following conventions: Warsaw Convention 1929, as amended by the Hague Protocol and Montreal Protocol in relation to air travel; or Montreal Convention 1999; the Berne Convention for rail travel 1980; Athens Convention 1974 for carriage by sea; and the Geneva Convention for carriage by road 1978.

## 16. Tour price revisions

16.1 The price of the tour may be revised upwards or downwards to reflect changes to:

16.1.1 transportation costs (including fuel costs);

16.1.2 dues, taxes and fees and for services such as landing taxes or embarkation or disembarkation fees; and

16.1.3 the exchange rate applied to particular tours.

16.2 UT/WB will absorb the first 2% of any price increases to your tour.

16.3 The most current prices will be listed at [www.utracks.com](http://www.utracks.com) or [www.walkersbritain.co.uk](http://www.walkersbritain.co.uk) so you will be deemed to have visited and to have agreed to these prices before booking.

16.4 UT/WB reserves the right to modify tour prices up to 30 days prior to the departure date.

16.5 Any increase in tour prices must be paid in line with Condition 1.3.

## 17. Exclusions from tour price

The items not included in the tour price include personal travel insurance; visa, passport and vaccination charges; departure, airport and airline taxes; meals, transport costs, accommodation costs, or other expenses not included in the itinerary; laundry, personal clothing; medical expenses; beverages and items of a personal nature; emergency evacuation and/or emergency search charges; additional expenses caused by delay, accidents or disruption of planned itineraries; tips; excess baggage charges.

Refer to our trip notes for full details of inclusions and exclusions.

## 18. Force majeure

If UT/WB is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of an act of God, strikes, trade disputes, fire, breakdowns, epidemics and pandemics, interruption of transport, government or political action, travel bans imposed by governments, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside UT/WB's reasonable control, UT/WB will be under no liability whatsoever to you and may, at its option, by written notice to you cancel the tour or take any other action as specified in Condition 11.

## 19. Assumption of risk

19.1 You acknowledge and agree that:

19.1.1 by the very nature of adventure travel and trekking holidays, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays;

19.1.2 the additional dangers and risks associated with adventure travel may include difficult and dangerous terrain; high altitudes; extremes of weather, including sudden and unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury;

19.1.3 the enjoyment and excitement of adventure travel is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason why you wish to undertake the adventure tour;

19.1.4 the very nature of the adventure travel undertaken by you may require considerable flexibility on your part, necessitating alternative arrangements to be made to the itinerary at short notice; and

19.1.5 you have submitted your booking for the tour after giving due consideration to relevant travel information including any information or advice issued by the British Foreign Office and that it is your responsibility to acquaint yourself with that information or advice.

For the above reasons you therefore accept the inherent and increased dangers and risks associated with the proposed tour and the accompanying risk of injury, death or property damage or loss.

## 20. Limitation of Liability

20.1 Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities.

20.2 You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Some of these standards will be lower than those which would be expected in the UK. The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply.

20.3 You understand that we will not be liable where any failure in the performance of the contract is due to:

20.3.1 you;

20.3.2 a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable;

20.3.3 unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if our due care had been exercised; or

20.3.4 an event which we or all suppliers, even with all due care, could not foresee or forestall.

20.4 Our liability, except in cases involving death, injury or illness arising from our negligence, shall be limited to a maximum of three times the cost of your travel arrangements.

20.5 You acknowledge and agree that:

20.5.1 to the fullest extent permitted by law and unless caused by the negligent or reckless conduct of UT/WB, UT/WB will not be liable for any claims, actions, loss or damage arising out of personal injury or death, or property damage, loss of service including consequential, exemplary or punitive damages which may arise in connection with your participation in any tour; and

20.5.2 UT/WB will not be liable for any breach of any law by any person with whom you travel on the tour; and

20.5.3 you may not rely on any representations concerning the tour made by UT/WB which are not contained in these conditions.

## 21. Release and discharge from all claims

To the extent permitted by law, by accepting the additional inherent dangers and risks associated with the tour, you release, waive and discharge all UT/WB representatives from all claims, actions or losses for personal injury or death, property damage, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the tour or any activities conducted in conjunction with the tour unless caused by the reckless conduct of UT/WB representatives, or in connection with any optional activities which you may undertake during the course of your tour but which do not comprise part of your tour itinerary and you accept that any assistance given to you by UT/WB representatives in arranging such optional activities will not render the UT/WB representatives liable to you in any way.

## 22. General

22.1 Waiver: A party will not be deemed to have waived any of its rights or remedies under these conditions or to be bound by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by the other party.

22.2 Severance of conditions: If any part of any condition is illegal, unenforceable or invalid, it is to be treated as removed from these conditions, however, the remainder of these conditions are not altered.

22.3 Land only clients: In respect of land-only clients (meaning those people not starting with the group from the UK), our responsibility does not commence until you have met our representative at the appointed time at the designated meeting point. If you fail to arrive there at the appointed time, we shall not be responsible for any additional expenses incurred by you in order to meet up with the group. Land only clients are not covered under our ATOL license.

22.4 Privacy: You permit UT/WB to collect personal information from you, or from your medical practitioner, regarding your health and medical condition. You acknowledge that this personal information may be disclosed to UT/WB representatives in order to ensure your safety and well being but will not be used by them for any other purpose.

22.5 Arbitration: Any complaint arising out of your tour must be brought to the attention of the local UT/WB agent or representative. Your complaint should be made in writing within 24 hours of the cause of the complaint and signed by the UT/WB agent or representative confirming that it was brought to his or her attention. If your complaint is not satisfactorily resolved and you wish to pursue the matter or return from your tour, you must submit your written complaint to us within 14 days of your return. UT/WB will not be liable in relation to any complaint or problem if you fail to notify the UT/WB agent or representative during the tour or UT/WB upon your return, strictly in accordance with this Condition 22.5. If a resolution of your complaint cannot be achieved, you may refer the dispute to arbitration under a special scheme which provides for a simple and inexpensive method of dispute resolution administered by the Chartered Institute of Arbitrators. This scheme is not applicable to claims for amounts greater than £1,500 per person or £7,500 per booking form, nor to claims involving personal injury or illness. The rules of the scheme provide that the application for arbitration must be brought within 9 months after the date of the return of your tour but in special circumstances may be brought outside this period.

22.6 Financial protection: UT/WB operates under World Expeditions' ATOL number, which is ATOL 4491.

22.6.1 Any holiday sold with international flights from the UK are ATOL protected. 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.

22.6.2 We 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 the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder 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).

22.6.3 If we 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).

22.6.4 The UT/WB Client Trust Account covers tours booked as 'land only' arrangements.

22.7 Data Protection: UT/WB take responsibility for ensuring that proper security measures are in place to protect your information. When you make a booking, you consent to information you provide being passed on to our suppliers and your leader. Full details of our privacy policy are available on the UT/WB websites. Any likeness or image of you secured or taken in any of our trips in accordance with our privacy policy, will be used by the company without charge in all media for bona fide promotional materials of any kind, such as brochures, website slides, video shows and the internet.

22.8 Image Use: By signing these terms and conditions you certify that your image may be used without charge by UT/WB for promotional purposes including but not limited to the website, printed promotional items and promotional presentations, unless you notify us in writing that you do not wish to have your image to be used for these purposes.

22.9 Law and Jurisdiction: Subject to Condition 22.5, these conditions (including all matters arising from them) are subject to English law and the exclusive jurisdiction of English courts.