



# THE DIFFERENT TRAVEL COMPANY

## BOOKING TERMS & CONDITIONS

These booking conditions ('**Booking Conditions**') and the Essential Travel Information (as defined below) will form the basis of your agreement with The Different Travel Company Ltd (DTC). They apply only to arrangements which you book with Us and which We agree to make, provide or perform as applicable as part of Our agreement with you.

By booking with DTC, you agree to be bound by these Booking Conditions. Please contact us if you have any questions about these Booking Conditions or your booking.

Please note that we may make changes to these Booking Conditions from time to time, either to reflect changes to our business or changes to the law. Where these changes are significant, we will endeavour to e-mail all of our customers to make sure that they are informed of these.

These Booking Conditions apply from 1 April 2023. If you have previously booked an Event with us, these may have changed since you last reviewed them. Please note that any change in these Booking Conditions will not apply to any bookings which were already made when the change came into effect. Our current Booking Conditions and previous versions can be found [here](#).

### Definitions

The following key phrases, which are listed below in alphabetical order, have the same meaning whenever they appear and will always be shown with a capital letter so as to remind you of their importance.

**Applicable Laws** – means in relation to any undertaking and any circumstance all laws, regulations, standards determined by any governmental or regulatory authority and generally applicable industry or self-regulatory standards and codes of practice, whether the same are regional, national or international, which apply to such undertaking or to such circumstance, including but not limited to all relevant health and safety legislation, the Data Protection Act 2018, the *General Data Protection Regulation (GDPR)* (EU) 2016/679, the Consumer Rights Act 2015 and the Consumer Protection Act 1987, the Bribery Act 2010, the Modern Slavery Act 2015, the Package Travel, Package Holidays and Package Tours Regulations 1992 and the Civil Aviation (Air Travel Organisers Licensing) Regulations 1995, in each case as amended, extended, re-enacted or replaced from time to time.

**ATOL** — Air Travel Organisers' Licence which is issued by the Civil Aviation Authority (CAA).

**Brochure** – The brochure for the Event, as produced by DTC, including the information in Schedule 1 where relevant to the Event.

**CAA** – Civil Aviation Authority

**DTC** — The Different Travel Company Limited, Company Number 05324268 (with registered address at 4 Downs Park Crescent, Totton, Southampton, Hampshire SO40 9GH).

**Essential Travel Information** — The documentation you will receive pertaining to the details of the Event including your full trip dossier, trip preparation document, pre-departure documentation and any email correspondence from DTC in relation to your travel arrangements.

**Event** — The trip itself as a whole, organised by DTC which could include, without limitation, Project work, trekking, cycling or similar challenge activity or a combination of these particulars.

**Group** — The combined group of participants taking part in the Event.

**Participant(s)** — An individual or individuals who pay a Registration Fee and commit to take part in the Event organised by DTC.

**Partner** — The charity, hospice, organisation, school, private group, institution or other body that enters into an agreement to offer DTC Events to their supporters, contacts, staff and other individuals related to said body.

**Project(s)** — Places where volunteering is performed by the Participants, or places where charitable or not-for-profit activities can be seen in progress.

**Registration Fee** — An initial deposit payment made by a Participant to DTC (sometimes via the Partner) to confirm their commitment to taking part in the Event.

**Services** — The specific operational components which form the Event, and are organised by DTC, which could include, without limitation, flights, accommodation, meals, transfers, Project work, trekking or similar challenge activity, and/or a combination of all of these particulars.

**UK** — United Kingdom

**Us/We/Our** — The Different Travel Company Limited

### 1. Payment and Confirmation

- a) For your booking to be confirmed, your Registration Fee must be paid via your online profile on Our website. You may also pay by an alternative method as outlined on the booking form (e.g. PayPal or BACS). By submitting the booking form, you confirm that you agree to be bound by these Booking Conditions.
- b) If you book ten weeks or less before departure, or six weeks for a UK trip, full payment should be sent to DTC with your booking form or paid immediately if your booking is made by electronic means or you wish to pay by an alternative method of payment (e.g. PayPal or BACS).
- c) Your Registration Fee is non-refundable and non-transferrable except under the terms of Section 5(d) and Clause 6 below. For the avoidance of doubt, this means that if you cancel your confirmed place on an Event your Registration Fee will not be refunded and cannot be transferred for you to use on any other Event.
- d) Some Registration Fees can be paid in instalments upon request and confirmation from DTC. Instalment payments must be made by BACS. Your booking will only be confirmed upon receipt of the full Registration Fee. Please note any partial Registration Fees payments are non-refundable and non-transferrable as per Section 1(c) above.
- e) If you book an extension to an Event you will be required to pay a deposit to confirm your extension arrangements at the time of booking, and payment of the extension balance will be due to be paid to DTC no later than ten weeks prior to departure, or six weeks for a UK trip.
- f) On DTC's or the Partner's receipt of your completed booking form or an electronic booking and the applicable payment, DTC or the Partner as applicable will issue a confirmation notice, ATOL certificate and ATOL Confirmation Invoice by email. At the point payment is received a binding contract comes into existence between you and DTC, and you and the Partner (if applicable).
- g) Once a payment to DTC has been made, any subsequent request to have that payment refunded and to pay by an alternative means will require you to pay an administration fee of £25.
- h) DTC will provide you with final confirmation of all your Event components (hotels, local guides, UK tour manager, flight details etc.) eight weeks prior to departure in a pre-departure information document. Flight e-tickets or boarding passes, if applicable will be emailed to you two weeks before departure.

- i) The inclusions and exclusions for the tour are outlined in your trip dossier and on your ATOL confirmation invoice. If there are any fees, payments or charges to be paid separately from the tour costs either prior to departure (e.g. airport taxes) or locally (e.g. international airport departure tax) you will be made aware of this before departure and where possible, at the time of booking.
- j) The balance of your tour cost is payable no later than ten weeks prior to departure, or six weeks for a UK trip. If the final payment is not received in full and on time, DTC will treat the booking as cancelled by you and the cancellation charges set out in clause 7 shall apply.
- k) If your participation in the Event is dependent on fundraising a specified amount of sponsorship by a set date (the date and amount specified by DTC on your booking form and subsequently agreed by You by booking a place on the Event), this minimum sponsorship must be paid to the Partner (as named on the booking form) by the date specified. At this time, an invoice will be raised by DTC for the Partner to arrange payment for your travel arrangements to Us by the Partner from the sponsorship you have raised.
- l) If your participation in the Event is dependent on raising a specified amount of sponsorship by a set date (date and amount specified by DTC on your booking form and subsequently agreed by You by booking a place on the Event) and you fail to reach that amount by the set date, it is at the discretion of DTC and/or the Partner which you are fundraising for to provide you with one or more of the following options:
  - i) Ask you to pay the deficit of the sponsorship yourself.
  - ii) Transfer to an alternative departure to allow you more time to continue to raise the deficit funds. This will be subject to payment of a new Registration Fee. There may be a difference in the minimum sponsorship target and transfer is subject to availability.
  - iii) Any other arrangement can be made at the discretion of DTC and the Partner.
  - iv) If none of these options are available, then We will consider this a cancellation by you and will be subject to the clause set out in 7(d) below. If you are concerned about raising your minimum sponsorship you must contact DTC and the Partner to inform them as soon as possible.
- m) If participation in your Event is dependent on raising a certain percentage of the minimum sponsorship by two or more set dates (date(s) and amount specified by DTC on your booking form and subsequently agreed by You by booking a place on the Event) you are required to fulfil this requirement. A typical example is raising 80% of the minimum sponsorship prior to departure, and the further 20% within 3 months of returning from the Event. If you fail to reach either percentage by either set date DTC and the Partner will provide the following options:
  - i) Ask you to pay the deficit of the minimum sponsorship yourself
  - ii) Transfer to a later departure to allow you more time to continue to raise the deficit funds (if the departure has not already taken place)
  - iii) Any other arrangement can be made at the discretion of DTC and the Partner depending on the circumstances.
  - iv) If none of these options are available, then We will consider this a cancellation by you and will be subject to the clause set out in 7(c) below. If you are concerned about raising your minimum sponsorship you must contact DTC and the Partner to inform them as soon as possible.

## 2. Special Requests

- a) Where special requests for room allocation, diet considerations etc. are requested DTC must be made aware of them on your booking form or in writing at the time of booking. Special requests that have been noted on your booking form, online profile, ATOL Confirmation Invoice or any other documentation is not confirmation that the request will be met.
- b) Special requests for room allocation are always subject to availability. DTC will use reasonable endeavours to accommodate room sharing requests but this may not always be possible and DTC shall have no liability in respect of the failure to meet this request..
- c) If you do not specify a named person to share your room with you will be allocated to share with another participant of the same sex in either a twin, triple or multi-share room. Should there be an odd number of same-sex couples in the Group, or triple rooms are not available, you may be required to pay a single supplement for a single room. DTC reserves the right to invoice the participant for this additional cost should the need arise.
- d) Failure to meet any special request will not be a breach of contract on Our part unless the request has been specifically confirmed by us as being able to be honoured.
- e) If you have any medical condition or disability which may affect your chosen Event arrangements, you must give Us full details in writing at the time of booking. If We reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, We will cancel the booking and offer a full refund.
- f) Should you develop a medical condition or disability which may affect your chosen Event arrangements after the time of booking, you must give Us full details in writing as soon as you become aware of it. If We reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, We will cancel the booking and our usual cancellation provisions as set out at clause 7 will apply.

## 3. Your Travel Agent or Partner

If you are making your booking via a travel agent or Partner instead of directly with DTC, any travel agent or Partner through whom you make a booking will act to relay information from you to Us and vice versa. DTC is neither responsible for any failure by your travel agent to do this properly, or in good time, nor for any advice given to you by your travel agent or Partner that did not originate from DTC.

## 4. Travel Insurance

- a) You are required to have full travel insurance which covers all activities which are included within the Event itinerary such as but not limited to, Project work, trekking, emergency evacuation, in addition to the standard level of cover that would be expected from a travel insurance policy such as Participant cancellation, lost baggage, theft, hospitalisation etc. It is advised that insurance cover commences from the date of booking the Event and continues until the conclusion of the Event and your return to your home country.
- b) It is your responsibility to ensure you have full travel insurance which offers an adequate level of cover and you must check that your insurance policy provides you with the requisite level of cover, and arrange supplemental cover if your policy is inadequate. Any loss resulting from your failure to ensure that you are adequately covered for all activities involved in your Event will not be the responsibility of DTC.
- c) For Events in the UK, the purchase of travel insurance is recommended for UK citizens but not mandatory. For foreign nationals, travel insurance is mandatory.
- d) DTC will not permit you to travel without confirmation that you have obtained travel insurance, and details of that policy including policy number, insurance company name and insurance company 24 hour emergency medical assistance helpline for use while travelling. A failure to obtain travel insurance prior to departure shall be treated as a breach of this Agreement and a cancellation as per clause 7. DTC and the Partner are not responsible for checking that the policy is suitable for your needs.
- e) If a circumstance occurs in which you may need to lodge a travel insurance claim (e.g. baggage loss, hospitalisation, curtailment of the trip etc.) DTC with support of their in-country agent shall, use reasonable endeavours to assist you with any logistical arrangements that may facilitate a resolution of the issue. Any and all costs relating to such circumstances are your responsibility and you are personally responsible for submitting a claim to your travel insurance provider to seek reimbursement for any cost incurred, if desired.

- f) For example, if you lose your luggage, DTC with support of their in-country agent may arrange a local transfer or taxi and local guide services to visit necessary shops to buy essentials for the trip until such time that the lost luggage can be returned to you. You would be responsible for, but not limited to, expenses such as the local transfer or taxi fare, local guide services, replacement items required etc.
- g) Or if you are injured or become ill and require medical treatment, DTC with support of their in-country agent shall transport you to the nearest suitable hospital, clinic or medical centre for treatment, having first sought approval for transport and treatment by your travel insurance provider. You would be responsible for, but not limited to, expenses such as the local transfer or taxi fare, local guide services, medical treatment and tests, medication, hotel accommodation for convalescence, meals and drinks etc.
- h) You are advised to bring a credit card with you on the trip in case of any emergencies for which the resolution may require payment in advance.

#### 5. Alterations by You

- a) If you wish to make any amendments to your Event after the confirmation has been issued, you must inform Us in writing or by email and We will use reasonable endeavours to implement your request. In the event that We are able to do so, an amendment fee of £40 per alteration per booking will be payable along with any costs incurred by Ourselves and any costs or charges incurred or imposed by any of Our suppliers. However, if you
  - i) change to a different departure date, tour or destination or
  - ii) make changes to your booking less than ten weeks before departure
 this will be treated as a cancellation and a new booking and you will be liable for the cancellation charges set out in clause 7.

- b) If you wish to make any amendments to your Event fewer than ten weeks before departure, you will be subject to an increased administration fee along with any costs reasonably incurred by Ourselves and any costs or charges incurred or imposed by any of Our suppliers.
- c) If you wish to change any aspect of your tour after it has commenced, DTC and/or Our agents will use reasonable endeavours to make the changes you have asked for, subject to you being responsible for any cancellation and/or retention charges that may be levied for the arrangements originally booked, for the cost of your new arrangements and for any costs incurred by DTC and/or Our agents in attempting to secure or securing any revised arrangements.
- d) If you wish to transfer your booking to another person, you may request do so provided the reason for the transfer is for:
  - i) personal illness;
  - ii) the death or serious illness of a close family member;
  - iii) jury service, redundancy or unavoidable work commitments not known about at the time of booking.

DTC reserves the right to request proof of these situations if it deems it appropriate.

- e) Requests for a transfer must be made in writing at least 70 days prior to departure and must be accompanied by the following:
  - i) documentary proof of the reason for the transfer (e.g. a doctor's certificate);
  - ii) full details of the person who will replace you;
  - iii) any outstanding balance due for the tour;
  - iv) a payment of £40 to cover Our administration costs; and
 such amount as Our suppliers will require to effect the change

- f) DTC reserves the right to retain your original Registration Fee and a new Registration Fee will be required from the person who is to replace you. Any transfer requests made within 70 days of departure may incur additional administration costs and acceptance shall be subject to the discretion of DTC, acting reasonably. Please note that, in some cases, suppliers such as airlines treat name changes as a cancellation, levying cancellation charges and requiring full payment for a new ticket. All these charges will be payable by you or the replacement person.
- g) No alterations will be permitted within two weeks of departure.

#### 6. Alterations to and cancellations of the Event

- a) The arrangements on Our website and brochure are booked and planned many months in advance and changes may, from time to time, be necessary. DTC reserves the right to alter any of the prices, facilities or Services described in its brochure at any time before confirming a booking. Any such changes will be notified to you at the time you make your booking. You agree to accept any changes, provided that the final Event is considered by DTC to be materially the same (or superior).
- b) We also reserve the right to make changes to and correct errors in Event details after bookings have been confirmed. We also reserve the right to cancel confirmed bookings. However, We will only cancel your confirmed booking ten weeks or less before departure, or six weeks for a UK trip, where you have failed to make full payment on time or as a result of circumstances outside Our control, see *force majeure* as defined in clause 12 below. Such changes will normally be minor, but may be material – for example, but not limited to:
  - i) a change of departure date
  - ii) a change of scheduled departure time by more than 12 hours
  - iii) a change of airport except between airports serving the same city
  - iv) a change to a lower standard of accommodation
  - iv) or a radical change of itinerary.
- c) If DTC makes a material change or a cancellation to your Event, DTC will try to inform you and the Partner (if applicable) as soon as practicable and will offer you the choice of:
  - i) accepting the changed arrangements or
  - ii) cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us.
  - iii) If We have to make a material change or cancel ten weeks or less before departure, or six weeks for a UK trip, subject to the exceptions below, We will pay you the following compensation:

Period before departure a significant change or cancellation is notified to you/your travel agent	Compensation per person
More than 42 days	Nil
41-28 days before departure	£20
27-14 days before departure	£30
13 days-date of travel	£40

- d) We will not pay you compensation where:
  - i) We make a material change or cancel more than ten weeks before departure for overseas trips, or six weeks for a UK trip, or
  - ii) in the event that 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 or
  - iii) We have to cancel because the minimum number of bookings necessary for Us to operate your Event has not been reached - in this case We will notify you at least 6 weeks before departure. (The vast majority of group Events in the DTC brochure require a minimum number of bookings of ten persons before they will operate).

- iv) We will not pay you compensation and the above options will not be available if We make a minor change (see (f) below) or cancel as a result of your failure to make full payment on time..
- e) Very rarely, We may be forced by *force majeure* (see clause 12) to change or terminate your arrangements before or after departure. If this situation does occur, DTC will not be liable to make any refunds (unless We obtain any from Our suppliers), pay you compensation or meet any costs or expenses you incur as a result.
- f) A minor change is any change that does not come within the definition of a material change set out in paragraph (b) above. Although DTC will try to notify you of minor changes, it is not obliged to do so, nor is it obliged to offer you the options above or pay you compensation.
- g) If, after you depart for the Event, it becomes apparent that a significant proportion of the arrangements you have booked cannot be provided, DTC will make suitable alternative arrangements at no extra cost to you and will, where appropriate (and provided the change in your arrangements has not been caused by *force majeure*) compensate you for the difference in value between the arrangements you should have received and the alternative arrangements made. In particular, because DTC neither owns, manages nor controls the accommodation or transportation that it uses it is possible that DTC may be advised that your reserved accommodation is not available when you arrive at your destination. In this event DTC will endeavour to secure accommodation of at least the same standard in that destination.
- h) If you request to make any alterations to the agreed Services during the Event, such as an optional excursion outside the scope of the agreed itinerary, or in the event that arrangements are made to account for circumstances relating to your preference, health or other reasons outside our control (such as if you are not able to complete the Event for any reason and alternative arrangements have to be arranged for you, such as hotel accommodation, transfers, airlifting, meals, drinks etc.) you are responsible for all associated costs which must be paid locally. You may wish to attempt to reclaim these costs from your travel insurance provider (if possible). DTC is not responsible for any costs relating to these circumstances nor is DTC responsible for reimbursing you for any of the associated costs. If DTC staff, the Partner or our local ground handlers have paid for any of these additional arrangements on your behalf to ensure your immediate safety, you are to reimburse them at the earliest opportunity after the incident while the Event is on-going, or you will be invoiced for this immediately after your arrival back into your home country, to be paid to DTC within seven days or the date on the invoice, whichever is earlier, so DTC can reimburse them accordingly. You are strongly recommended to have access to a credit card during the Event to emergency situations.
- i) You should remember at all times that the health and safety standards of your destination may be different or less than the standards you are used to in the UK.

#### 7. Cancellation By You

- a) Should you wish to cancel your place on an Event you must notify DTC and the Partner (if applicable) in writing by email. Such notification will only be deemed to have been given on receipt by Us of your letter or email. Please state the reason for your cancellation as you may be covered by your insurance policy.
- b) No allowance or refund can be made for meals, rooms, excursions, flights etc., included in the price of your Event but not taken, nor can any refund be made for lost, mislaid or destroyed travel tickets or vouchers or personally incurred costs before the event such as, but not limited to, vaccinations, airport hotels or parking, visa fees, kit or equipment, or travel insurance.
- c) The following charges will be made to you (as a % of the total tour cost) upon your cancellation:  
 Greater than 70 days before departure – DTC shall retain the Registration Fee only  
 69-49 days before departure – DTC shall retain 60% of tour cost balance and the Registration Fee  
 48-42 days before departure - DTC shall retain 70% of tour cost balance and the Registration Fee  
 41-28 days before departure - DTC shall retain 90% of tour cost balance and the Registration Fee  
 Less than 28 days before departure - DTC shall retain 100% of tour cost balance and the Registration Fee
- d) If participation in the Event is dependent on raising a specified amount of sponsorship by a set date or dates (date and amount specified by DTC on your booking form and subsequently agreed by You by booking a place on the Event), and you fail to reach that amount by the set date(s), DTC or the Partner reserve the right to treat this as a cancellation unless discretionary options set out in Clause 1(l) and 1(m) are offered.
- e) If your booking is considered a cancellation by DTC and the Partner, you must liaise with the Partner in regard to offering to repay the sponsorship to your sponsors. If your sponsors do not require the sponsorship to be returned, you must pay any sponsorship monies to the Partner and not retain it.
- ii) If your cancellation occurs after the tour costs for your place on the Event have been paid for by the Partner from your sponsorship, the remainder of the minimum sponsorship will be retained as a charitable donation by the charity Partner. If your sponsors require their sponsorship to be returned but the total amount due to be returned exceeds the charitable donation retained by the Partner you are responsible for paying this outstanding difference back to your sponsor(s) and claiming this back from your travel insurance provider (where possible).
- e) If you develop a new medical condition after making a booking and this results in your withdrawal from the Event, this will be treated as a cancellation by you and result in a loss of your Registration Fee and tour costs in accordance with clause (c) above. You are therefore required to obtain adequate travel insurance upon or shortly after booking your place on an Event.

#### 8. Prices

- a) Prices are calculated in accordance with the foreign currency exchange rates which are reviewed at least twice annually. Once the actual price of your arrangements has been confirmed with DTC or the Partner, no amendment will be made to it unless it is to make a correction to an error, or if Our costs change as a result of an increase or decrease in transportation costs or dues, taxes or fees payable for Services such as landing taxes or embarkation or disembarkation fees at ports or airports or as a result of any changes in the exchange rates which have been used to calculate the cost of your arrangements.
- b) No price increase will be levied 8 weeks or less prior to departure and in any event DTC will absorb any increase which equals 2% or less of the cost of your travel arrangements.
- c) Only if the amount of the increase in Our costs exceeds 2% of the total cost of the Services (excluding insurance premiums and amendment charges), will We make an additional charge to you/and or The Partner for your place. If any additional charge is greater than 10% of the cost of your arrangements (excluding insurance premiums and any amendment charges), you and/or the Partner have the right to cancel your place on the Event and to receive a full refund of all monies paid to us.
- d) If an increase in operational costs beyond DTC's control occurs, DTC will notify you and/or The Partner of the cost increase and any proposed change to fees to cover the rise in costs. Any change to fees must be agreed to in advance by you and/or The Partner. This clause does not oblige you and/or The Partner to agree to any increase in fees.
- e) Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place. Occasionally Our Event prices are discounted for a limited period for promotional purposes. Discounts can never be applied retrospectively to reduce the price of a confirmed booking.

- f) If you book a place on an Event fewer than nine months before departure for overseas destinations (Africa, Asia, mainland Europe, North America, South America etc.) or fewer than six months before departure for UK or land-only destinations, on the prior written notice by DTC a surcharge may be payable for the booking to cover any increase in flight and/or Operational Costs but only where such an increase in costs is legitimately and reasonably incurred by DTC as a result and is supported by documentary evidence of such increases. If you do not agree to pay the surcharge to cover the increase your booking will not be confirmed.
- g) On occasion airport taxes are excluded from the main tour costs and are payable separately. The airport taxes are subject to change by the airline and the estimated cost provided on the booking form, which you sign and agree to, are based on the costs at the time of writing and this may increase or decrease accordingly. You will be advised on the confirmed amount ten weeks before departure at the time of invoicing.
- h) If participation in the Event is dependent on raising a specified amount of sponsorship by a set date or dates (date and amount specified by DTC on your booking form and subsequently agreed by You by booking a place on the Event) the cost of your participation in the Event forms a part of the overall value of the sponsorship raised by you and received by the Partner. From those sponsorship sums received by the Partner, the Partner will pay Us the cost of your Services that we are agreeing to provide.

## 9. The Projects

DTC endeavours to work only with organisations with the highest possible standards of health and safety. Some Projects are organised by well-known organisations which have been established for some time, others are arranged on an impromptu basis. DTC works with, but does not manage the Projects, does not control them and has no input into how they are run. Please note, it is the standards and requirements of the country in which the Project is provided which apply to the Services that form your contract with Us and not those of the UK. As a general rule, these standards and requirements will not be the same as the UK and may often be lower.

You embark on these Projects of your own free will and the level of risk will vary depending on the Project. It is therefore the responsibility of each individual to ensure that they assess their own suitability for the Project, examining the risks, their ability to undertake such work, and taking all reasonable precautions to ensure their own safety as follows but not exclusive to:

- i) Follow the instructions of the Project site staff, listen carefully to safety briefings and work in a safe and responsible manner
  - ii) Use personal protective equipment as instructed and do not abuse or misuse the materials or equipment
  - iii) Do not, under any circumstances, go beyond any 'hazard tape' marked areas on site or anywhere else that has been discussed as out of bounds
  - iv) Assess any task before carrying it out; think first and avoid putting yourself or others in danger
  - v) Ask Project site staff if you are unsure of how to complete a task or use a piece of equipment
  - vi) Wear culturally appropriate clothing on site, and appropriate safety equipment (e.g. hard hats, work gloves etc.)
  - vii) Work at your own pace and take breaks when necessary
  - viii) Speak to the Project site staff about any personal concerns you have that may affect your safety at the Project
- Prior to departure ensure that adequate travel insurance is purchased which covers all activities involved in the Project. For Events that take place in the UK, all Participants are strongly advised to arrange travel insurance but for British Citizens residing in the UK this is not mandatory. For citizens of other countries or those not residing in the UK, travel insurance for Events held in the UK is mandatory.

## 10. Health & Safety

DTC takes health and safety issues very seriously. To ensure the safety of our customers, DTC insists:

- a) All Participants understand the responsibilities they have for their own health and safety;
- b) All Participants participate in the Event of their volition and must ensure that they are fit and healthy enough to be participating in any activity they involve themselves with;
- c) All Participants complete a medical form prior to departure outlining any medical conditions they may have. For some medical conditions We may request a medical note that must be signed by the Participant's general practitioner or specialist medical practitioner to confirm the medical history stated on their medical form is correct and to provide an opportunity for the practitioner to conduct a risk assessment with the Participant.
- d) If you develop a new medical condition and this results in your withdrawal from the Event this will be considered as a cancellation by you and therefore result as a loss of deposit and tour costs as per Section 7.
- e) In the event of engaging in manual tasks, all Participants are responsible for ensuring they are using appropriate equipment so as to ensure their own health and safety, such as gloves, goggles and appropriate footwear.
- f) All Participants are to ensure they have adequate travel insurance cover for the activities involved. For Events that take place in the UK, all Participants are strongly advised to arrange travel insurance but for British Citizens residing in the UK this is not mandatory. For citizens of other countries or those not residing in the UK, travel insurance for Events held in the UK is mandatory.

## 11. Your Responsibilities

You have certain responsibilities with regard to your Event booking, and these responsibilities are set out below. Subject to these booking conditions, DTC will not be liable for any loss, damage, illness, discomfort or costs of whatever kind that you may sustain as a result of failing to discharge the responsibilities described in this clause:

- a) **Visas:** General information concerning visa requirements for British citizens is set out in the information section of your trip dossier; however it is your own responsibility to contact your nearest Embassy or Consulate for accurate, up to date information. This particularly applies to Participants who are not British citizens and for whom visa requirements may differ. Non-British Participants or Participants whose immediate family members have nationalities other than British may require additional documentation to support their application, may need to apply earlier than British citizens, or may need to visit the Embassy or Consulate in person to apply. On some occasions non-British citizens residing in the UK need to apply for their visa in their home country. If you are non-British or have non-British family members you must check with the nearest Consulate or Embassy for visa requirements. All clients must obtain all necessary visas and relevant documentation themselves prior to departure.
- b) **Passports:** A full passport (valid for at least 6 months from arrival in the destination) is required for our overseas Events.
- c) **Health:** You must consult your doctor or travel health professional on current vaccination recommendations as early as 6 months before you depart, but no later than ten weeks before departure. Some general health advice for your destination can be found <http://www.fitfortravel.scot.nhs.uk> and <https://www.gov.uk/foreign-travel-advice>.
  - i) DTC requires you to complete a medical form outlining any conditions you may suffer from. If you develop any new medical condition that may affect your ability to enjoy and fully pursue the arrangements you book with Us, or may pose a risk your health and safety, or pose risk to the health and safety of the other Participants on the Event, you must notify Us immediately. DTC reserves the right, where appropriate, to ask you to provide written certification of your medical fitness prior to departure from your general practitioner or specialist medical practitioner.

- ii) If you develop a new medical condition and this results in your withdrawal from the Event this will be considered as a cancellation by you and therefore result as a loss of deposit and tour costs as per Section 7.
  - iii) It is your responsibility to ensure that you obtain all recommended vaccinations, take all recommended medication and follow all medical advice in relation to your Event as recommended by your general practitioner or travel health specialist.
  - iv) If it becomes clear that you have misrepresented your medical or physical fitness once you arrive in the destination country, DTC reserves the right to refuse your participation if the local guides and DTC tour manager deems that Your participation may cause risk to Your health and safety, or the health and safety of the group. Any alternative arrangements made in-country as a result of this are payable by You.
- d) **Documents:** It is your responsibility to ensure that passports, visas, vaccination certificates, travel insurance certificates and all other necessary documents are in order and, where appropriate, in your possession. DTC cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. 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 within 7 days or by the date specified on your invoice (whichever is sooner). You are strongly recommended to have access to a credit card during the Event for emergency situations.
- e) **Transportation:** It is your responsibility to ensure that you arrive in good time to board all flights or other methods of transportation. To assist you, We will notify you of the times by which you should arrive at all points of departure. If you miss a flight or other transportation We may use reasonable endeavours to assist you with arranging alternative transportation, but reserve the right to recover from you any costs We incur in making such arrangements, and no guarantees of securing alternative arrangements are made.
- f) **Behaviour:** You must not behave in a way that may cause distress or annoyance to others, or which may create the risk of danger or damage to property, to yourself, or to others. Please note that local laws may differ from that in your home country and these are the laws which will apply during the Event in respect of your behaviour. If you are subject to arrest, or are prevented from travelling at the discretion of an airline or other transport providers, or if you are evicted from a hotel at the discretion of the hotel management, DTC will not refund any portion of the cost of your Event and, if DTC incurs any expense as a result of your behaviour, you will be obliged to compensate DTC for that expense within 7 days or by the date specified on your invoice (whichever is sooner). Section 20(e) applies.
- g) **Participants aged under 18:** Participants aged under 18, hereafter named the Child, must be accompanied throughout the Event by a parent, legal guardian, or a responsible adult aged 18 or over as nominated by the parent(s) and/or legal guardian. The accompanying adult takes full responsibility for all behaviour of the Child during the Event, including, but not limited to, accompanying the Child throughout, ensuring the Child adheres to local laws, and ensuring the Child is protected as per our Child Protection policy (see (h) below and Schedule 1).
- i) If either the Child or responsible adult is not able to complete the Event for any reason and alternative arrangements have to be arranged, such as alternative hotel accommodation, transfers, airlifting, meals, drinks etc., the responsible adult and Child must remain together for these arrangements. The responsible adult is responsible for all associated costs which must be paid locally.
  - ii) If there is more than one responsible adult accompanying the Child, and the Child and/or one of the responsible adults is not able to complete the event, as above, the Child's care may be taken over by the other responsible adult.
- h) **Child protection:** By booking a place on one of our Events you are agreeing to adhere to our child protection policy (Schedule 1). Please familiarise yourself with this policy before departure.
- i) **Responsible tourism:** By booking a place on one of our Events you are agreeing to adhere to our responsible tourism policy (Schedule 2). Please familiarise yourself with this policy before departure.
- j) **Travel insurance:** It is a condition of your contract with Us that you take out travel insurance at the time of, prior to, or shortly after making your booking, and provide Us with the full details of your policy (see clause 4 above). DTC cannot be held responsible for any loss as a result of your failure to ensure you have purchased an adequate insurance policy or if you fail to notify your insurer of particular requirements for cover. Given the nature of Our Events, it is essential that you make a full disclosure to your insurance provider of the nature of your trip, and that you ensure that your policy is one that is suitable for this kind of Event, and that the cover provided is sufficient for your personal circumstances. You must take relevant details of the policy with you for the duration of the Event in the event of needing to claim. For Events that take place in the UK, all Participants are strongly advised to arrange travel insurance but for British Citizens residing in the UK this is not mandatory. For citizens of other countries or those not residing in the UK, travel insurance for Events held in the UK is mandatory. The Participant is advised that travel insurance is purchased at the time of booking to ensure they are covered immediately from the point of booking and the time leading up to the Event itself.

## 12. Force Majeure

Except where otherwise expressly stated in these booking conditions, DTC will not be liable for, nor obligated to pay, compensation for any failure or delay in its performance under this Agreement due to reasons beyond its reasonable control as a result of Force Majeure. In these booking terms, Force Majeure means any event, series or events or circumstances which DTC or Our local partner could not, even with due care and consideration, foresee or avoid.

These types of events include, but are not limited to, acts of war or terrorism whether actual or threatened, acts of God, natural disasters such as earthquakes, floods, or weather conditions making it impossible to travel safely or remain safely in the destination, nuclear, chemical or biological disasters, riot, civil unrest, embargo, sabotage, government-imposed curfews or lockdowns, labour strikes, significant changes to political policy which restrict travel, health outbreaks, epidemics and pandemics (including but not limited to the ongoing effects of the COVID-19 pandemic) etc.

We follow the advice given by the Foreign, Commonwealth & Development Office (FCDO) which, in part, offers advice and guidance for British citizens travelling abroad. If the FCDO advises that travel to a certain country should not be undertaken, or advises that British citizens leave a country, this may constitute Force Majeure.

There is still uncertainty surrounding certain Events which may be affected by the UK's decision to leave the European Union. Please rest assured that we will monitor and advise the Partner and/or the Participants as soon as possible should we become aware of circumstances which may affect the Event or Services for example, but not limited to, change or cancellation of certain flight routes, visa restrictions, airport closure etc. However as this situation is unprecedented and outside our control, any changes would be treated as Force Majeure and whilst we would endeavour to find a suitable alternative Event or provide refunds where possible, we shall not be liable to pay compensation.

## 13. Our Responsibilities

- a) Our obligations, and those of Our suppliers providing any service or facility included in your Event, but unrelated to any independent activities you may wish to undertake which fall outside the inclusions of your itinerary, are to take reasonable skill and care to arrange for the provision of such Services and facilities. Where We or Our supplier is actually providing the Service or facility, our obligation is to provide them, and to do so with reasonable skill and care.
  - i) You must show that reasonable skill and care has not been used if you wish to make any claim.

- ii) Standards of, for example, safety, hygiene and quality vary across destinations our Events are operated in. Sometimes these standards will be lower than those that would be expected to be found in the UK or your home country and local laws and/or regulations may differ.
- iii) The Services and facilities included in your Event will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply (such as, for example, those of the Civil Aviation Authority), or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.
- b) For claims which do not involve death or personal injury, We accept, and will only have, liability, subject to paragraphs (d) and (e) below, should We or Our suppliers fail to satisfy the obligations detailed in paragraph (a) above. If We have liability, We will, subject to paragraphs (e) and (f) below, pay you compensation. The maximum amount of compensation that We will pay you in any circumstance will be a refund of your Event cost (excluding any amendment charges or insurance premiums), and a refund of any directly attributable expenses. We will use the maximum sum to assess the appropriate sum due to you in the circumstances of your particular complaint.
- c) For claims which involve death or personal injury as a result of an activity forming part of your Event, We accept, and will only have, liability subject to paragraphs (d) and (e) below should We or Our suppliers fail to satisfy the obligations detailed in paragraph (a) above. If We have liability, We will, subject to paragraphs (e) and (f) below, pay you reasonable compensation. To avoid doubt, this agreement in no way seeks to limit our liability to you for death or personal injury which arises out of our negligence, or in respect of any other liability which it would be unlawful to try to limit.
- d) We have liability in accordance with paragraphs (b) and (c) above and subject to paragraphs (e) and (f) below except where the cause of the failure to provide, or failure in, your Event or any death or personal injury you may suffer is not due to any fault on Our part or that of Our suppliers, agents or servants, because it is either attributable to you, or attributable to someone unconnected with your Event and is unforeseeable or unavoidable, or is due to unusual or unforeseeable circumstances beyond Our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither We, nor Our servants, agents or suppliers could have foreseen or forestalled.
- e) If any international convention applies to or governs any of the Services or facilities included in your Event arranged or provided by Us, or provided by any of Our suppliers, and you make a claim against Us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those Services or facilities, Our liability to pay you compensation and/or the amount (if any) of compensation payable to you by Us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that We are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your Event.
- f) Where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation under the Denied Boarding Regulations 2004, then you are obliged to claim the appropriate sums pursuant to those Regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions. If, for any reason, you do not claim against the carrier and make a claim for compensation from Us, We will not consider your claim until such time as you have made a complete assignment to Us of any rights you have against the carrier.
- g) You must, if We are adjudged to have, or if We accept, liability for a claim that you make, assign to Us any rights that you may have against any of Our servants, agents or suppliers who are in any way responsible for the failure of your Event or any death or personal injury you may suffer. You must also co-operate with Us in any claim We choose to bring against any third party that We, in Our discretion, deem to be so responsible.
- h) We will not accept responsibility for Services or facilities which do not form part of Our agreement or where they are not advertised in Our brochure. For example any excursions you chose to undertake whilst using free time before, during, or after the Event, or any other service or facility which any supplier agrees to provide for you.
- i) This clause 13 is intended to set out Our obligations to you as an organiser under the Package Travel, Package Holidays and Package Tours Regulations 1992. We will not accept any further or different liability than these Regulations impose. In addition, regardless of any contrary representations made by Us, We only promise to use reasonable skill and care as set out above and We do not have any further or different liability to you.
- j) You must tell Us and the supplier concerned about your claim or complaint as set out in clause 15 below. If asked to do so, you must transfer to Us or Our insurers any rights you have against whoever is responsible for your claim or complaint and provide Ourselves and Our insurers with all co-operation and assistance that may be reasonably required.
- k) We do not accept liability for
  - i) any damage, loss, expense or other sum(s) of any description which, based on the information you gave Us at the time of booking, We could not have foreseen you would suffer or incur if We breached Our contract with you;
  - ii) any business losses.
- l) We hold Public Liability Insurance renewed annually and up to £10,000,000.

#### 14. Transportation

Air, rail, road and other departure times are supplied by the carriers. They are subject to, inter alia, air traffic control restrictions, weather conditions, the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that departures will take place at the times shown either your trip preparation documents, your pre-departure documents or on your tickets. The timings are estimates only.

- a) DTC does not have any liability to you for any delays that may arise. Further, your dealings with all carriers are subject to the conditions of carriage of the carrier, some of which may limit or exclude liability.
- b) We are not always in a position at the time of booking to confirm the carrier(s), aircraft type and flight timings which will be used in connection with your flight. Where We are only able to inform you of the likely carrier(s) at the time of booking, We shall inform you of the identity of the actual carrier(s) or any change in the identity of the actual carrier(s) as soon as We become aware of this.
- c) The carrier(s), flight timings and types of aircraft shown in the brochure and detailed on your confirmation are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be emailed to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times, destination, dates and spelling of names.
- d) It is possible that flight times may be changed even after tickets have been issued - We will contact you as soon as possible if this occurs.
- e) Any change in the identity of the carrier(s), flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying Our normal charges.
- f) Any changes requested by you, such as to alter the spelling of a name you incorrectly submitted to us, to change flight dates or times or other arrangements, are subject to an administration fee of £40 plus any airline-imposed fees.

- g) Please note the existence of a "Community list" (available for inspection at [http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_en.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm)) detailing air carriers that are subject to an operating ban with the EU Community.
- h) Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of the price of your arrangements from Us. Your rights to a refund and/or compensation from Us are set out in clause 6 above. If the airline does not comply with these rules you should complain to the UK Civil Aviation Authority (CAA) <http://www.caa.co.uk>.

### 15. Complaints and Problems

If you have a complaint about any of the Services or facilities provided in connection with your Event arrangements booked with DTC during the Event, you must tell DTC's tour manager or local representative or agent on site immediately. If this is not possible, you should use the DTC office telephone number with which you will be supplied before your departure. That number will put you in contact with one of Our employees who will take all reasonable steps to help you. It is only if you do this that DTC has the opportunity to put matters right on the spot.

If the matter is not resolved, please email [info@different-travel.com](mailto:info@different-travel.com) within 28 days of your return to your home country. Your complaint will be investigated and a full reply sent to you as soon as possible. As Our investigations often involve obtaining information from overseas, it may take a few weeks. In the unlikely event that We do not reach an amicable settlement, please refer to clause 16.

### 16. Dispute Resolution

If any dispute arises in connection with these Booking Conditions, DTC and you shall within 20 days of a written request from one party to the other, meet in good faith effort to resolve the dispute. If the dispute is not resolved, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR notice) to the other party to the dispute requesting mediation. The mediation will start not later than 30 days after the date of the ADR notice. The commencement of mediation shall not prevent you or us commencing or continuing court proceedings in relation to the dispute.

### 17. Tour Inclusions and Exclusions

- a) What the price includes (unless otherwise stated):
  - i) Economy class seats on international/domestic flights where shown.
  - ii) Airport taxes and fuel surcharges unless otherwise stated.
  - iii) Standard class on rail, road and other transportation as described in Our brochure/on Our website.
  - iv) In-flight meals and/or refreshments according to the airline used.
  - v) Meals as described in the itinerary.
  - vi) A reasonable checked luggage allowance (usually 15-23kg unless otherwise stated).
  - vii) Transfers between the appropriate overseas airports/stations/ports and your hotels as specified in your itinerary and unless otherwise stated.
  - viii) Twin, triple or multi-share accommodation.
  - ix) Services of Our local representatives / tour managers as applicable.
  - x) Excursions and tours where specifically detailed.
  - xi) Itinerary as stated, subject to changes in the event of local bureaucracy, meteorological factors, the fitness of the group, political issues, landslides and other natural disaster and so on.
  - xii) And other as specified on your trip confirmation documents.
- b) What the price excludes:
  - i) Travel insurance.
  - ii) The cost of personal items such as laundry, drinks with meals or otherwise, souvenirs, incidentals etc.
  - iii) Airport security or maintenance charges if levied by any airport.
  - iv) Airport departure taxes payable locally.
  - v) Optional excursions.
  - vi) Cost of visas, passports and other required documentation.
  - vii) Transport between your home and airport / port / station.
  - viii) Gratuities for service provided on a personal basis.
  - ix) Meals other than those specified.
  - x) The single or sole supplement payable on bookings where only one person is travelling and/or where a single room is required.
  - xi) Flight supplements.
  - xii) Optional extras.
  - xiii) Vaccinations and medical supplies.
  - xiv) Equipment and kit required for the comfort and safe running of the Event.
  - xv) And other as specified on your trip confirmation documents.

### 18. Excursions/Representatives and Agents

- a) We will not accept responsibility for Services or facilities which do not form part of Our agreement or where they are not advertised in Our brochure. For example any excursion you book whilst away, or any service or facility which any supplier agrees to provide for you. Excursions will be subject to the rules and regulations applicable to the particular location, venue or other attraction.
- b) Our acceptance of liability for the acts of Our representatives or agents in clause 13 above is only binding if Our representatives or agents are acting with Our authority and/or performing their duties as described in the brochure. This excludes for example any social contact that you may have with them.

### 19. Financial Security

- a) When you buy an ATOL protected 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.
- b) We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 6706.) This means that in respect of all arrangements which includes flights, in the unlikely event of Our insolvency, the CAA will ensure that you are not left stranded abroad or will arrange to refund any money you have paid to Us for an advance booking. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).



- c) All the flight-inclusive Events in our brochures and/or on our 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. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to [www.caa.co.uk](http://www.caa.co.uk).
- d) DTC will provide the Participant with the services listed on the ATOL Certificate (or a suitable alternative) which may be issued to the Participant by the Partner (who is acting as an agent). Where neither DTC nor the supplier are able to provide the services for reasons of insolvency, an alternative ATOL holder may provide the Participant with the services or a suitable alternative. The Participant and the Partner must agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and The Participant via the Partner agree to pay any money outstanding 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 the Participant will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).
- e) If We, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against Us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

## 20. Other

- a) By booking an Event with DTC, you are acknowledging that you will be visiting places where the political, cultural and geographic attributes may present certain risks, dangers and physical challenges greater than those present in Our daily lives. By booking a DTC Event, you acknowledge that you have considered the potential risks, dangers and challenges, and expressly assume the risks attendant to such travel conditions. Furthermore, you are solely responsible for acquainting yourself with the local conditions at each stop on the itinerary.
- b) DTC have used reasonable endeavours to verify the statements made herein but cannot be held responsible for any error, omission or unintentional representation that may appear in Our printed or internet material.
- c) Any arrangements, excursions or additional travel arrangements you make independently which do not form part of the Event and are entirely at your own risk.
- d) Any photograph or image of you secured or taken on any of Our Events may be used by DTC without charge in all media for bona fide promotional or marketing purposes, including promotional materials of any kind, such as brochures, slides, video shows and the internet where express consent has been provided by you prior to the Event. We will cease to use such images should you choose to withdraw your consent.
- e) By signing the booking form you agree to accept the authority and decisions of Our employees, group leaders and tour managers, agents and suppliers while on the tour. If, in the opinion of any of these, your health or conduct appears likely to endanger the progress of a tour, you may be excluded from the whole of, or part of, a tour. In the case of your ill health, poor conduct, or injury We may make such arrangements as We deem necessary of which all costs will be payable by you. If you commit an illegal act you will be removed from the Event and we shall have no responsibility to or for you.
- f) Important note: the information and prices shown in Our brochure may have changed by the time you come to book your arrangements. Although We make every effort to ensure the accuracy of the brochure information and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with Us or your travel agent at the time of booking.
- g) The brochure is Our sole responsibility. It is not issued on behalf of and does not commit any independent organisation/carriers whose Services are featured in it.

## 21. Jurisdiction & Governing Law

These Booking Conditions are governed by English law and any legal proceedings arising from these Booking Conditions shall be dealt with by the courts of England & Wales.

## 22. Limitation of Liability

- a) Nothing in this Agreement shall limit or exclude the liability of either party for:
  - i) **Death or personal injury.** Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - ii) **Fraud.** Fraud or fraudulent misrepresentation;
  - iii) **Liability under indemnities.** Liability under the indemnities contained in clause 7.2;
- b) **Unlawful liability restrictions.** Any matter in respect of which it would be unlawful to exclude or restrict liability. Neither party shall under any circumstances whatsoever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
  - i) any loss of profit, sales, revenue, or business;
  - ii) loss of anticipated savings;
  - iii) loss of, or damage to, goodwill;
  - iv) loss of agreements or contracts;
  - v) loss of use or corruption of software, data or information;
  - vi) any loss arising out of the lawful termination of this Agreement or any decision not to renew its term; or any loss that is an indirect or secondary consequence of any act or omission of the party in question.
- c) The total liability of either party to the other in respect of all other loss or damage arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10,000,000 for the entire term of this Agreement.
- d) Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

## 23. Assignment

Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party. In the event that consent for assignment is given, the terms of this Agreement will be binding upon each party's respective successor.

## 24. Entire Agreement

This Agreement constitutes the entire agreement between the parties in relation to, and supersedes all other prior agreements between the parties for, the provision of such Services.

## 25. Severability

The provisions of this Agreement shall be deemed severable, and the unenforceability of any one of the provisions shall not affect the enforceability of other provisions. In the event that a provision is found to be unenforceable, the parties shall substitute that provision with an enforceable provision that preserves the original intent and position of the parties.

## 26. Data Protection

- a) The Different Travel Company is dedicated to providing enjoyable experiences for all our clients, from the point of enquiry, throughout the booking process and of course during the event itself. An important part of making your experience enjoyable is for you to have peace of mind that your data and personal information is protected and only used in the way, and for the duration, you authorise. This Privacy Policy applies when you use our services, or provide any personal information via our website, as outlined below. We process personal data only in strict compliance with the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679 (hereafter referred to as GDPR), and associated legislation. We may change this privacy policy from time to time and you should check this page regularly. You can find out more about the rules for the protection of personal data inside and outside the EU [here](#).
- b) **How Data is Collected**
- i) **Website:** When using [www.different-travel.com](http://www.different-travel.com) you may encounter webpages with links such as 'book now', 'enquiries' or 'sign up for our e-newsletter' and upon clicking these links you will be asked to enter personal information.
  - ii) **Booking form:** When booking a place on a challenge either directly with The Different Travel Company or through one of our authorised partners (e.g. charities, schools, businesses etc.), you will be asked to enter personal information into a booking form. You will be asked to confirm that you give your permission for us to process your booking.
  - iii) **Phone, by email or in person:** When contacting The Different Travel Company on the phone, by email or in person, you may be asked to provide personal information for us to provide you with information you may have requested, or some other reason such as to process a booking. Written communication, such as email, may be archived at the conclusion of our services to you.
- c) **How We use your information**
- i) **To provide travel services:** Your personal information will only be passed on to the principal and to the relevant suppliers of your travel arrangements such as the airlines, hotels, ground handler, tour manager and public authorities such as customs or immigration if required by them, or in order for us to comply with any requirements imposed on us by law, and to provide the services you have booked. We may also pass some of your information on to the charity which you have committed to fundraising for, such as your contact information and proof of your booking. Examples of information which is passed to the relevant suppliers of your travel arrangements such as airlines, hotels, tour manager and ground handler include (but are not limited to) your full name, passport details, date of birth, dietary requirements, allergies or medical conditions you may have which may be relevant to your undertaking of the event. The information provided to these suppliers will only be held for a reasonable time in order to provide your travel services.
  - ii) **To keep you informed (important information about your travel arrangements):** When you provide personal information we may contact you predominantly by e-mail, with important details about your travel arrangements, such as flight schedules, changes to the itinerary or other essential travel information. You will not be added to our electronic mailing list unless you specifically request to be added. We will never pass on your details to any third party for marketing purposes.
  - iii) **To keep you informed (marketing):** If you opt in to our electronic newsletter you will receive communication from us with information we think you may be interested in, or to personally invite you to join certain new events. you may opt out at any time and you will not be contacted in this manner again unless you opt in once again. Your name and email address will be stored in a database managed by our preferred electronic marketing partner.
  - iv) **To get your opinion:** When you return from an event operated by The Different Travel Company you will receive a survey by email asking for your opinion on how the event was operated. You are not obligated to respond to these surveys and you have the choice to remain anonymous.
  - v) **To improve our service:** Your anonymised personal information may be used for statistical and analytical purposes in future.
- d) **Cross-border transfers**
- We process data inside and outside of the European Union in order to provide your travel services. Many of the countries we transfer data to outside of the European Union are considered under GDPR to require additional safeguarding to ensure the same level of security is applied to the processing of your data as is afforded to you under GDPR in the EU. We take additional measures when transferring your data to our ground handlers outside of the EU, including having additional clauses in our contracting processes with our ground handlers, requiring them to process your data with the same level of care and protection as stated in this privacy policy, and only for the purposes of providing your travel arrangements.
- e) **Our policy about children's information**
- Children under 18 are not permitted to take part in our events without parental permission. Where permission is given, all events require that children under 18 are accompanied by a parent, legal guardian, or a guardian in loco parentis such as teachers, tutors or authorised members of an educational establishment if the child is taking part in an educational trip organised by that establishment. Where a request is made for a child to take part in our events, parental permission must be given at the time of booking. Communication by The Different Travel Company will be channelled via the parent or guardian.
- f) **Your rights and choices**
- You have the right to:
- i) **Delete data.** You are entitled to request that your data held by us is deleted if it is no longer necessary to provide services to you. For avoidance of doubt, this means that if you request your data is deleted before you have taken part in an event which you are signed up for, we will not be able to process your booking and your place may be cancelled.
  - ii) **Change or correct data.** You are entitled to have your personal data rectified if it is inaccurate or incomplete.
  - iii) **Object to, restrict, or limit the use of data.** You are entitled to request that we stop processing your data at any time. You have the right to object to your data being processed for marketing or data analysis.
  - iv) **Access or request your data.** You are entitled to request your personal data in a format which can be copied or transferred to one IT environment to another. This will be in .csv or .xlsx format. Requests should be made in writing to [info@different-travel.com](mailto:info@different-travel.com) and will be considered in accordance with applicable laws and will usually be provided within 30 days of you asking for it.

g) **Cookies**

Cookies are text files that store basic information that a web site can use to recognise repeat site visits. The Different Travel Company may use cookies to collect information during your visit to our website, such as the particular site areas you visit and which country you are in, built in an Analytics Package. We collect this information to better tailor our site and our products to your interests and needs. Cookies are never used to collect information of a private nature, such as email addresses or contact details. Cookies do not attach to your system and damage your files. If you do not want information collected through the use of Cookies, there is a simple procedure in most browsers that allows you to deny or accept the Cookie feature. We use the performance cookies on our website to help provide you with a better user experience. These cookies collect information about how visitors use a website, for instance which pages visitors go to most often and if they get error messages from web pages. These cookies don't collect information that identifies a visitor. All information these cookies collect is aggregated and therefore anonymous. It is only used to improve how a website works. By using our website, you agree that we can place these types of cookies on your device.

h) **Security**

Security is very important to us and we will take all reasonable precautions to ensure your personal information is secure. All personal information is restricted to prevent unauthorised access, misuse or modification, including, but not limited to, password protection, or in the case of physical documents, storage in a secure location.

i) **Contact**

Please email Sarah Burgess on [info@different-travel.com](mailto:info@different-travel.com) if you have any comments, questions or requests about this Privacy Policy. You may also write to us: The Different Travel Company Ltd, 4 Downs Park Crescent, Totton, Southampton, Hampshire, SO40 9GH.

## Schedule 1

### Child Protection Policy

It is important for all participants to be aware of the importance of child protection throughout the trip. A child is defined as a person/people under 18 years old. The welfare of all children is paramount, whether they are a fellow participant, a child at a community project or a member of the public and regardless of their culture, gender, language, racial origin, religious belief and/or sexual identity. By participating on one of our Events you agree to our good practice policy to ensure all young people are kept safe and protected:

**I agree to:**

- Always work in an open environment. E.g. never spend time alone with a child, avoid private or unobserved situations, and encourage open communication with no secrets, ensuring two adults are always present etc.;
- Treat all young people equally and with respect and dignity;
- Always put the welfare of the young person first;
- Act appropriately in the relationship with the children at the same time show them respect and compassion;
- Avoid unnecessary physical contact with young people. Where any form of manual/physical support is required it should be provided openly and with the consent of the young person;
- Ensure that adults never enter a young person's room or invite young people to their rooms;
- Be an excellent role model, which includes not smoking or drinking alcohol in the company of young people, and being sensitive about my use of language, topics of conversation and physical expressions;
- Provide constructive feedback rather than negative criticism where this situation may arise;
- Ask for consent from children, parents and/or guardians, and/or project leaders before filming or taking photographs of them;
- Always be responsible for my behaviour with a child and immediately stop any interaction with a child if a child says stop or if the child appears uncomfortable with the interaction.

**I will not:**

- Place a child in situations of exploitative labour, permit them to assist on community project tasks, or place them in danger by allowing them on a community project site.
- Hold or touch the children in an inappropriate, culturally insensitive or sexual way.
- Have sex with a child or children, flirt or make suggestive comments, expose them to sexual materials or abuse them through non-contact sexual activity.
- Slap, hit or physically abuse any child, nor will I psychologically and/or verbally abuse any child.

Any inappropriate behaviour on the part of any individual toward any child will be dealt with immediately as per section 20(e) of our Terms and Conditions.

## Schedule 2

### Responsible Tourism Policy

During our trips we try to use locally owned hotels to ensure the local economy benefits from our presence there. We ensure that our local partners provide a good working environment for the staff, such as being properly equipped with weather appropriate trekking gear and being paid appropriate wages. We encourage individuals to donate any unwanted trekking gear to the clothing bank after their trek. We also ask our participants to treat the local staff as they would like to be treated; with respect, dignity and care.

During our trips we stay in either tents or locally owned accommodation such as teahouses and huts. You are asked to adhere to good environmental practices such as disposing of litter properly, refilling bottles and purifying water instead of buying bottles and not wasting electricity by turning off lights when they are not required (or better still using a solar powered or wind up torch when possible). When washing facilities are available, we suggest water usage is kept to a minimum. You are also advised to take biodegradable toilet paper, soaps and other eco-friendly sanitary products to keep the trail clean to ensure we adhere to 'leave no trace' tourism.

There may be an opportunity to make a difference to the lives of the local people; whether it is by buying a gift at a shop which will help pay for the vendor's children's education, remembering to, showing your appreciation of the amazing staff by tipping your guides and staff and by simply learning from the local people about their way of life. This trip is a unique way to give something back to the local community through positive tourism. Our advice to our clients to help them travel more responsibly:

## Environment

- Our trips are all based on groups of no more than 30 participants. We believe that the negative impact of tourism on communities is lessened when we travel in small groups.
- We endeavour to only use hotels who have adopted environmentally responsible practices.
- We require our agents and hotels to observe environmentally sustainable practices, including limiting pollution, sound water management, recycling of glass and paper, and the sourcing of materials and foods locally.
- We encourage minimising water usage and the use of environmentally safe detergent as many places flush water directly into rivers and the sea.
- We encourage hotels to adopt a policy of giving guests the choice of re-using hand/bath towels rather than automatically sending them to the laundry. You may wish to bring a quick-drying microfibre towel which dries quickly so can be reused many times.
- Where possible, we use direct flights to our destinations. The worst carbon emissions are emitted during take-off and landing, so the fewer landings and take offs, the better.
- Each time you fly, offset your carbon emission by making a carbon offsetting payment to a reputable source to nullify the impact of your flight upon global warming. You can offset your emissions via places such as <http://www.climatecare.org/>
- Internal flights are avoided unless necessary. Our tours are of a length that permits us to use land transport as much as possible. In many cases part of our tours are on foot, by bicycle or by boat.
- Turn lights, heating or air conditioning and fans off when you leave your hotel room.
- Minimise water usage as many places have insufficient water. Shower rather than bathe. Don't leave taps running when washing. Use the sea or a swimming pool to cool off, rather than taking repeated showers.
- Use environmentally friendly detergent, shampoo and soap for any washing as many places flush water directly into rivers and the sea.
- Only flush human waste down the toilet and where toilet paper is not to be flushed, please use the bins provided.
- Bring biodegradable toilet paper, wipes and nappy sacks/dog waste bags (for packing away used toilet paper) for treks.
- Never leave litter, toilet paper, fruit peel, nut or seed shells or any other matter on the ground. Even if your waste is biodegradable it can take months to degrade, it is unsightly, and it can attract wild animals which cause problems in the local community.
- Refuse single-use plastics, such as straws and carrier bags.
- Invest in a re-useable water bottle. Help reduce the amount of single use plastics you use by topping up your own water bottle. Special filter bottles, sterilization tablets or UV Steripens, that eliminate a lot of contaminants from tap water abroad and even streams and rivers, are readily available.
- Avoid bringing plastic bags, which are now banned in many countries. Bring fabric or synthetic reusable packing cubes, dry bags or luggage organisers.
- Remember to recycle where possible, including plastic. Return glass bottles to where they were purchased.
- Use public transport or walk wherever possible. Not only are you reducing carbon emissions but also staying fit.
- Avoid take-away containers and plastic cutlery. Choose to eat-in at local establishments. Try not to waste food and recycle any rubbish.
- Leave things be. Resist the urge to pick up rocks, sand, leaves and flowers to take home as souvenirs. You should only take away memories and photographs.
- Don't carve your name into anything or leave "love locks". There should be no physical trace of your visit left behind.

## Animal and human welfare

- The Different Travel Company will not tolerate any form of slavery, servitude, forced or compulsory labour, human trafficking or exploitation as defined by the Modern Slavery Act 2015 within our business or supply chain.
- We endeavour to do our best to protect the rights of humans and animals by refusing to get involved in any kind of exploitation.
- Things to look out for include children denied an education and made to perform in cultural shows, elephant rides and big cat petting.
- You are encouraged to ask questions if you see something that worries you.
- For more information about animal welfare while travelling please visit [World Animal Protection](http://WorldAnimalProtection.org).

## Nature and wildlife

- The Different Travel Company understands the potential harm that can come from taking groups into areas of fragile ecosystems. We endeavour to lessen the impact by insisting on 'leave no trace' tourism.
- We go to great lengths to ensure that our participants are well informed about the area and aware of the impact that they can have on the environment.
- We only take small groups into such areas.
- We work with projects that are specifically designed to preserve fragile eco-systems and endangered plants and animals (such as in the Galapagos).
- We are proud to be partnered with Four Paws, a global animal welfare organisation for animals under direct human influence, which reveals suffering, rescues animals in need and protects them. You can read more about our pledge here: <https://www.four-paws.org.uk/our-stories/blog-news/the-different-travel-company-pledge>

## Economy

- The Different Travel Company has a policy of only working with agents who are local to the destination and who are, as far as possible, independent, reliable and professional.
- We encourage our participants to eat out at local restaurants and street stalls where possible and to visit local markets to boost the impact of their spending on the local economy.
- Although we seek to ensure all our events are accompanied by Different Travel Company representatives, we have a policy of employing local guides and drivers for all our trips.
- We have a policy of only employing local builders, masons, craftsmen, artisans, electricians and other manual workers for our community project trips so as not to deprive local people of employment. Our projects are always run by local people for local people.
- We encourage our participants to support the local economy of the destination by purchasing goods and services whilst there but be aware of what you are purchasing in local curio shops. Ensure that items you are buying are not from endangered/fragile species such as coral, ivory or produced using child labour.
- Travel light and purchase extra clothes and goods while you are there.
- Be prepared to haggle over the cost of goods and services but never haggle to try to get the lowest price. The idea of haggling is to come to a mutually agreeable price based on what you are willing to pay for an item. In poor communities vendors may feel they have to accept lower than the real value of the item in order to make a valuable sale. Please be sensitive to this. The annual salary in some places is less than £200 a year.

- But also, avoid being exploited. Always be aware that some will see Western tourists as an easy target and prices may be increased because you are a tourist.
- Consider adopting or sponsoring a project which will benefit the destination community.
- Do not give money or gifts to beggars. Give donations to a local NGO or charity that supports homeless people and beggars instead.
- Never engage in personal gift giving to individuals. Not only can this cause an expectation that all tourists bring gifts (which can subsequently lead to begging), but it can cause upset, jealousy and resentment from others who have not been given a gift.
- Fix things instead of replacing them. Find a local cobbler or tailor to fix worn-out belongings.
- At the end of your trip consider donating unwanted clothing, shoes, additional snacks or other items to the local community. Please ensure this is done via a local NGO, charity or via your local guide or representative. Never engage in personal gift giving and be sensitive about offering your items.

### Community

- The Different Travel Company endeavour to use only hotels which have strong and positive links with local communities.
- We always try, wherever possible, to use hotels which are owned and managed by people local to the area in which the hotel is situated, thus ensuring the revenue benefits local people. Where this is not possible, we do our utmost to ensure that staff are treated with respect in terms of salary and working conditions.
- We encourage our participants to actively support social and environmental projects local to the destination and community, and to consider what help and support can be provided individually prior to arrival and after departure.

### Legal/Moral

- Never participate in prostitution or sex-tourism, which is usually illegal and always based upon exploitation of the weakest.
- Learn about the laws and customs of the country and abide to the rules (even if you don't agree with them).
- Never buy or use illegal or illicit drugs in the destination country. You put yourself and your group at risk of legal repercussions by doing so.

### Cultural

- The Different Travel Company believes that travellers should have an awareness of, and respect for, the culture, history, beliefs and practices of the destinations they visit.
- We do not engage in 'cultural imperialism'. We understand that all cultures are equally valid and believe that indigenous cultures should be respected. We believe that the customs of the destination visited should be observed and that time should be taken to understand that human societies are diverse and Western values may not be understood, let alone practiced.
- All sites of religious or cultural significance should be respected, regardless of the religion they represent.
- Do research before your trip about the country/countries so you have an awareness of, and respect for, the culture, religion, history, politics, beliefs and practices of the destination.
- Delve deeper into local etiquette, attitudes towards women and the LGBTQ community and common scams. As a result, you will be prepared for cultural differences and have a more enjoyable experience.
- Learn to speak a few simple phrases of the destination language. Buy a phrase book and don't be afraid to try your new language skills!
- Eat at local restaurants and maybe take an optional cooking class (where available).
- Take advantage of the opportunities provided by the Different Travel Company to visit projects and places of interest.
- Research acceptable dress codes for the destinations for both male and female clothing.
- Find out about customs and etiquette that is acceptable and unacceptable within the culture you are visiting. For example, when travelling to Nepal you should always remove your shoes before entering a temple or somebody's home. Customs of the destination visited should be observed.
- Always ask permission before taking someone's photograph. Be mindful of sharing photographs on social media, especially of children where the location is easily identifiable.
- Be mindful of taking photographs of human suffering. Taking photos of starving street children digging around in rubbish are likely to spread negative stereotypes about a country. Avoid sharing pictures that people would be ashamed of.
- Don't be afraid to immerse yourself in the culture. Take part but be respectful of other people's beliefs and don't try to force your own views on others.

### UK Operations

- The Different Travel Company staff work from home, negating the need to commute to the office, utilising technologies such as email, Zoom, Microsoft Teams and phone calls instead.
- When planning tours, The Different Travel Company consider very carefully the impact of taking groups to certain destinations.
- The Different Travel Company tries to be as 'paper free' as possible, utilising email and phone for communications, and we recycle whenever possible.

### General

- We are proud to be partnered with International Mountain Explorers Connection (IMEC) and the Kilimanjaro Porters Assistance Project (KPAP) to ensure all our Kilimanjaro treks meet the stringent guidelines for porter protection. See here: <https://mountainexplorers.org/climb-with-a-partner-for-responsible-travel-company/>
- We are proud to be partnered with South West Coast Path to ensure all our walks are Coast Path Friendly. Visit <https://www.southwestcoastpath.org.uk/events/friendly-events/meet-cp-friendly/> for more information.
- Join an organisation such as Sustainable Travel International or The International Ecotourism Society who work to transform the negative impact that tourism can have on nature and communities across the world. Visit [sustainabletravel.org](http://sustainabletravel.org) and [ecotourism.org](http://ecotourism.org) for more information.

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