

## **SCHEDULE 5**

### **Discover Adventure Terms and Conditions**

Discover Adventure Ltd (“DAL”) accepts bookings subject to the following conditions.

#### **FINANCIAL SECURITY**

DAL is fully bonded and licensed by the Civil Aviation Authority for your financial protection. Under the terms of the bonds, monies are secured by insurance guarantees. DAL’s ATOL number is 5636.

#### **PASSPORTS, VISAS & VACCINATIONS**

You are responsible for arranging, and must be in possession of, a valid passport and any visas and vaccination certificates required for the whole of your journey. Information given by DAL about these matters or related items (climate, clothing, baggage, personal gear etc) is given in good faith, but without responsibility on DAL. It is your responsibility to obtain any necessary vaccinations for your tour and to do so well before the departure date. DAL does not accept responsibility if your documents are not in order.

#### **INSURANCE & CANCELLATION INSURANCE**

Travel insurance, including cover for baggage, is mandatory for all clients whilst on a tour organised by the DAL. Other than liability arising from negligence in respect of death or personal injury caused by DAL or its staff, you travel, together with your personal property including baggage, solely at your own risk at all times. You are wholly responsible for arranging your own insurance and if you join the tour without adequate insurance you may not be permitted to continue, with no right of refund. If you choose not to take out DAL’s specially arranged Travel/Cancellation insurance you are responsible for ensuring that you have adequate private travel insurance, with protection for the full duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment. If you make your own arrangements you should ensure that there are no exclusion clauses limiting protection for the type of activities included in the tour. You must satisfy yourself that any travel insurance arranged through DAL meets your requirements and you should arrange supplementary insurance if need be. Any claims concerning matters for which you are required to be or are insured must be directed to your insurers. You will be deemed to have read the insurance cover. All participants are personally responsible for informing insurance companies of any pre existing conditions.

#### **MEDICAL FORM**

If you are aged over 65 years of age or if you have any medical condition that could be adversely affected by exercise, particularly but not limited to a heart condition or asthma, you must provide DAL with a medical certificate from your doctor. By accepting these terms you are confirming that, to the best of your knowledge, your general state of health is good and that you take full responsibility for your health and personal well-being.

#### **TOUR AUTHORITY**

You agree to abide by the authority of the leader, who represents DAL, whose decision as to conduct, itinerary and objectives of the tour is final. You must always comply with the local laws, customs and drug regulations of the country/ies you are visiting. If you commit any illegal act or if, in the opinion of the leader, your behaviour or physical condition is detrimental to the safety, welfare and well-being of the group as a whole or that your general well-being will be put at risk by continuing with the tour, may be asked to leave without the right to any refund for services utilised.

#### **CHALLENGE PARTICIPATION**

We accept your booking on the understanding that you realise the hazards involved in this type of tour, including injury or death, disease, loss or damage to property, and that you come on the tour at your own risk. Other than liability for negligence in respect of death or personal injury caused by DAL and its staff, DAL accepts no liability for any injury resulting from the hazards of trekking, cycling or any other activity included or not included in the itinerary, or for any other mishaps to yourself or your property or personal effects (which you should adequately insure against loss, theft and damage), or by reason of any representation (unless fraudulent), or for consequential, economic or indirect loss or damage or as a consequence of flight cancellations, strikes, local political conditions, wars, terrorist activity, riots, civil strife, industrial disputes, sickness or unforeseeable circumstances or events outside DAL’s reasonable control. Subject as aforesaid, DAL’s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation

or otherwise, arising in connection with its performance or contemplated performance, is limited to twice the price paid by you for the tour. Any independent travel arrangements that you make are also at your own risk. Any safety equipment supplied for activities must be worn correctly at all times.

## **ITINERARY**

While DAL endeavours to follow the published itinerary there may be exceptional circumstances when it is not possible to do so. Due to the nature of the tour arrangements have to be planned well in advance, so changes may have to be made and DAL reserves the right to cancel or modify the itinerary as necessary. Should a material change be necessary DAL will inform you as soon as reasonably possible. A material change includes, for example, a significant change of destination, route, a change of flight time by more than 12 hours or a change of airport. If DAL is forced to cancel your travel arrangements any refunds or compensation available will be paid (if applicable) to the charity arranging your tour.

## **TRAVEL/FLIGHTS/DELAYS**

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

Any flights forming part of the tour arrangements are subject to the conditions of the carrying airline, which in most cases limit the airline's liability to the passenger in accordance with International Law and conventions. DAL accepts no liability for failure by air carriers, sea carriers, rail carriers or hotel keepers to fully provide any services to be supplied by them.

## **EQUIPMENT**

If you take your own equipment on tour you are responsible for any charges for transportation levied by the airline, including excess baggage charges. In the event that any equipment (whether hired or not) is delayed or lost on the outward journey, DAL will not be responsible financially or otherwise for your inability to start or continue the tour, unless such delay or loss is due to the negligence of DAL or its staff.

## **IF YOU HAVE A COMPLAINT**

Should you have a complaint about any of the tour arrangements, you must immediately tell both the relevant supplier and DAL's representative at the time. It is only if DAL and the relevant supplier know about problems that there will be the opportunity to take appropriate action.

## **MINIMUM AGE**

Participants must be over 18 years of age.

## **PARTICIPANTS**

DAL reserves the right to refuse participation to anyone at any time without having to disclose the reason.

## **AMENDMENT**

These conditions may only be amended or waived by a director of DAL in writing.

## **GOVERNING LAW**

These conditions are subject to and shall be construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts.