

**It is very important that you read and understand the following booking conditions before you decide to book with Encounters Travel. It is also important that you read the relevant itinerary and understand what is involved in the type of Tour you are intending to book. Encounters Travel only accepts bookings subject to the following booking conditions. By making a booking you agree that you have fully read and understand these terms and conditions.**

These booking conditions, the relevant web pages, each itinerary that the Client has booked and the booking form, all of which are hereby incorporated into and shall constitute the entire contract made between the Company and the Client. : -

### **BOOKING**

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

- a. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- b. He/she consents to our use of information in accordance with our Privacy Policy;
- c. He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

Your Booking is made with Elite Tour and Travel Club Limited, also trading as 'Elite Tour Club' and 'Encounters Travel', herein referred to as "the Company." Our registered office is Teazle House, Sunnybank Mills, Town Street, Farsley, Pudsey, West Yorkshire, UK, Registered No, 07560987.

### **PAYMENT AND DEPOSIT**

A Contract enters into force only after the Company receives a non-refundable booking fee, a signed and completed booking form, which may be submitted by post, fax or through an online form and the Client receives confirmation of acceptance in writing with a confirmation invoice. The booking fee for group tours is normally £150 per person, or 50% of the total cost of the tour where the total costs of the tour is under £300 per person. The booking fee for tailor-made tours is normally 20% of the total tour price. The price of any flights or travel insurance booked as part of the package will be added to the booking fee, which is paid at the time of booking, is accepted as part of the total cost and will not be refunded, unless the applicant cannot be offered a place. If a Tour booking is made within 56 days of departure the booking fees will be the entire Tour price. Signed and completed booking forms must be received by the Company within 10 days of receipt of booking fee by the Company or the Company will treat the booking as cancelled by the Client and the booking fee shall be retained. The balance of the total cost, where relevant, must be paid no later than 56 days before departure for Tours. If the balance has not been received at this time before departure, the Company will treat the contract as cancelled by the Client. Cancellation charges are applicable please see below.

### **FINANCIAL PROTECTION**

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked with the Company and for your repatriation in the event of our insolvency. We have total financial protection for all of our clients. Bookings for packages including flights:

When you buy an ATOL protected air holiday package and/or flights from the Company, you will receive a Confirmation Invoice from us (or via our authorized agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's License number 10467.

In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and 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). The price of our air holiday packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking.

Bookings for packages that do not include flights:

In accordance with "The Package Travel, Package Holidays and Package Tours Regulations 1992" all passengers booking with the Company are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of the Company. There is no requirement for Financial Protection of day trips, and none is provided. This insurance is only valid for packages booked that DO NOT include flights.

Consumer aware: Your booking is insured by IPP Ltd and its panel of insurers. For further information please go to [www.ipplondon.co.uk](http://www.ipplondon.co.uk)

This Insurance has been arranged by International Passenger Protection Limited and underwritten by Insurers who are members of the Association of British Insurers & Lloyds Syndicates.

Claims Procedure:

Download Claims Form from [www.ipplondon.co.uk](http://www.ipplondon.co.uk)

Any occurrence which may give rise to a claim should be advised within 14 days to:

International Passenger Protection Limited Claims Office

Telephone: +44 (0)20 8776 3752 Fax: +44 (0)20 8776 3751

IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom

In order to deal promptly with any claim hereunder it is essential that you retain all bills, receipts and other documents relating to your travel arrangements. Claim forms must be submitted within six months of date of insolvency. We cannot consider or pay claims received after this date.

For further information please see [financial security page](#).

## **SURCHARGES**

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays.

The price of your confirmed holiday is subject at all times to changes in transport costs such as fuel, scheduled airfares and any other airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport provider; to cost changes arising from government action such as changes in VAT or any other government imposed changes; and to changes in currency exchange rates and to dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports any or all of which may result in a variation of your holiday price. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your confirmed travel arrangements (excluding any amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements and/or credit card fees. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. There will be no change made to the price of your confirmed holiday within 30 days of your departure nor will refunds be paid during this period. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your confirmed holiday cost, then any refund due will be paid to you. However, 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.

## **INSURANCE**

Travel insurance is vital. It is your responsibility to ensure that you take out a comprehensive travel insurance policy to cover you during your travel. We will require full details of your insurance before you travel. You will not be able to travel without valid travel insurance. We will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## **ACCURACY**

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

### **PASSPORTS, VISAS AND HEALTH REQUIREMENTS**

It is your responsibility to fulfill the passport, visa and other immigration requirements applicable to your itinerary. We can provide general information about the passport and visa requirements for your trip. Your specific passport and visa requirements and other immigration requirements for you and your party are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We can provide general information about any health formalities required for your trip but you should check with your own doctor for your own specific circumstances. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to indemnify us in relation to any costs which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities. Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check [www.usembassy.org.uk](http://www.usembassy.org.uk). For further information contact the Passport Office on 0870 5210410 or visit [www.passport.gov.uk](http://www.passport.gov.uk). It is your responsibility to check visa requirements for your destination. Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit [www.gov.uk/government/organisations/foreign-commonwealth-office](http://www.gov.uk/government/organisations/foreign-commonwealth-office). The Foreign and Commonwealth Office (FCO) provide up to date information on safety issues worldwide, visit [www.gov.uk/knowbeforeyougo](http://www.gov.uk/knowbeforeyougo). Non British Citizens, including other EU nationals, should contact the Embassy, High Commission or Consulate of your destination, for up to date advice on passport requirements

### **AMENDMENT BY YOU**

We will do our best to assist you in altering your arrangements after booking, but cannot guarantee that this will be possible. Any changes to the original booking must be confirmed in writing by the person signing the booking form and must be accompanied by an administration fee of £50 per booking, in addition to any extra cost incurred as a result of the amendment and/or any extra services required.

### **TRANSFER OF BOOKING**

Transfer of booking to another person is at the Company's discretion; however we will endeavour to assist wherever possible. Where a Client is prevented from undertaking a Tour, the Client may transfer their booking to another person who satisfies all the relevant conditions to the Tour. A transfer administration fee of UK£50 will be charged, or UK£75 if the transfer is made less than 56 days before departure. Additional fees may also be charged to cover the cost of re-issuing transport tickets or other items where necessary.

### **CANCELLATION BY YOU**

You, or any member of your party, may cancel your travel arrangements at any time. The cancellation will take effect from the date that written notification from the person who made the booking is received at our offices/ via email. We recommend that you use recorded delivery/ read receipt. Any cancellation will incur a charge to reflect the reasonable costs incurred by us in arranging and cancelling your booking. Charges for cancellation after the balance due date will vary due to the complex nature of our travel itineraries. Please note, the costs of many international flights are non refundable. This will be advised to you at the time of booking. The full costs of cancellation will be communicated to you at the point of cancellation. We have prepared the following cancellation charges below as a guide only, and these are subject to variation.

(The cancellation charge detailed will be calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling.):-

More than 56 days	Loss of deposit.	Full refund of balance
42 to 56 days	Loss of deposit.	70% refund of balance
28 to 41 days	Loss of deposit.	50% refund of balance

14 to 27 days Loss of deposit.

25% refund of balance

0 to 14 days

No refund

Please note, flight cancellation charges will be applicable in addition to the cancellation fees outlined above.

**FLIGHTS**

Flight cancellation fees are set by our flight agents and the airline concerned and the Company will follow these rules.

We strongly recommend that you to take out insurance against irrecoverable cancellation costs.

**CHANGES AND CANCELLATION BY US**

The Company reserves the right to change or cancel any Tour without prior notice. We strongly recommend that you to take out insurance against irrecoverable cancellation costs. If the change is material "major change" (for example, change of destination, or to a lower standard of accommodation), we will notify you as soon as practically possible and offer you the choice of (i) accepting alternative arrangements; (ii) arranging an alternative holiday with us; or (iii) cancelling your holiday with full refund. Regardless of the option you choose we will pay you compensation, unless the change has been caused by Force Majeure or low bookings, as outlined below:

No. of calendar days notice Compensation per Passenger

prior to date of departure

More than 70 days

Nil

69 - 43 days

£10

42 - 28 days

£20

27 -14 days

£40

Less than 14 days

£50

**AMENDMENTS BY US**

It is occasionally necessary for us to make changes to advertised products and services. In exceptional circumstances we may have to modify your holiday after booking. If the change is minor we will do our best to notify you in advance. No compensation is payable in relation to a minor change. Examples of "minor changes" include the following when made before departure: any change in the advertised identity of the carrier(s), flight timings, and/or aircraft type; a change of outward departure time or overall length of your holiday of twelve hours or less, or a change of accommodation to another of the same standard or classification. If any additional expenses are incurred through delays, accidents or disruption of planned itineraries because of situations or events beyond the Company's control or considered advisable by the Company, such expenses are to be borne by the Client. The Client accepts that situations or events beyond the control of the Company may prevent the Company from supplying services and/or itineraries as described.

**GROUP SIZE**

The Company runs small group departures generally ranging from 2-20 travellers. In rare circumstance we do run with larger group sizes up to a maximum of 50. Therefore group sizes indicated on our website, brochure and other marketing literature are for guide purposes only. The company retains the right to change the minimum and maximum group size for any of its tours at any time without prior notice.

**CHANGES DURING THE HOLIDAY**

If we are unable to provide a significant proportion of your holiday whilst you are away, suitable alternative arrangements will be made for you at no extra cost or, alternatively, you will be returned to your point of departure and given a pro-rata refund for any part of the holiday not received. This does not apply to minor changes in your accommodation, itinerary or transportation. If any additional expenses are incurred through delays, accidents or disruption of planned itineraries because of situations or events beyond the Company's control or considered advisable by the Company, such expenses are to be borne by the Client. The Client accepts that situations or events beyond the control of the Company may prevent the Company from supplying services and/or itineraries as described.

**FORCE MAJEURE**

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the UK Foreign Office to avoid or leave a particular area or country may constitute Force Majeure. We will follow the advice given by the UK Foreign Office.

### **LEAVING THE TOUR**

If the Client leaves the Tour voluntarily before completion of the Tour, or is required to do so by the Company on the grounds that the Client's presence is detrimental to the safety or well-being of either the Client or the Tour, then all liability that the Company may bear to that Client will cease immediately, including the Client's right to any refund. The Company will have no responsibility for repatriation or any other expenses, which may arise out of such an event. If a Client becomes ill, all hospital expenses, doctors' fees and repatriation costs are the Client's responsibility and the Company shall not be liable for any refund of the Tour cost.

### **TRAVEL DELAYS**

We have based our holidays on the services of major international airlines and whilst these airlines are rarely subject to lengthy delays, there are occasions regrettably when delays do occur. Unfortunately we cannot accept responsibility for such events however we will provide you with prompt assistance. Unfortunately we cannot cover the costs of meals, overnight accommodation or any other cost resulting from delay. If you face a delay or are denied boarding we advise you to first contact your airline, who may be able to assist.

### **OUR LIABILITY**

Tours operated or supplied by the Company have been designed to provide participants with an exposure to the true nature of the environment visited and therefore involve an element of potential risk and exposure to potential hazards over and above those associated with normal 'package' holidays. All bookings are accepted on the understanding that the Client appreciates such risk and hazards and that they undertake all tours, treks and other activities at their own volition.

(1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers perform or arrange your contracted holiday arrangements negligently, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday), we will pay you reasonable compensation. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the of which could not have been avoided even if all due care had been exercised; or
- (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of and/or damage to any luggage or personal possessions and money, the maximum amount we will have to pay you in respect of these claims is £25 per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above or involving injury, illness or death, the maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s)

affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel.

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(3) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(4) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(5) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) any business losses.

(6) 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 or on our websites. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

### **PERSONAL BELONGINGS**

The Company shall not be liable for any loss of or damage to baggage, personal possessions, passports and other documents or any consequential loss resulting there from, and its staff or agents are not authorised to accept responsibility for their safekeeping. We strongly recommend that you to take out insurance against loss of or damage to personal belongings.

### **DOMESTIC FLIGHTS**

We act as AGENT for all reservations for domestic flights offered in the country in question. Your contract will be with the Principal advised to you at the time of making the reservation, the Principals terms and conditions will apply. These flights do not form part of your package booked with Elite Tour and Travel Club Ltd.

### **YOUR RESPONSIBILITY**

You agree to comply strictly with the laws and customs of all countries visited, whether in respect of health, immigration, exchange control, drugs or any other matter. You agree to comply with all reasonable instructions of the Tour leaders, employees and agents. It is your responsibility to be in possession of a valid passport, visas, permits, necessary certificates, logbooks and medical certificates, as required by the Tour. The Company accepts no responsibility for change in visas or requirements for visas. The Company is not held responsible for the failure of a Client to obtain or produce the necessary visas, certificates, logbooks or medical certificates.

### **HEALTH AND FITNESS**

All Clients must satisfy the Company and themselves, prior to confirmation of booking, that they are fit and able to undertake and complete their chosen Tour as outlined in the relevant itinerary details

published on the website or in correspondence. No unaccompanied minors (under 18 years of age) are accepted on any of the Company's Tours. Any Client with an illness or disability, or undergoing treatment for such a condition must declare the exact nature of the condition at the time of booking and make provision for any treatment or medication required during the Tour. For tours which involved a high level of physical exertion we may require participants to complete a medical questionnaire. Any failure to make this disclosure will constitute a breach of these booking conditions and result in the termination of the Contact, and all monies paid to the Company will be forfeit. On Tours that include any activities or travel in or on water including diving, cruises, sailing, rafting or any other transfer by boat, the Client must declare at the time of booking if they are unable to swim. Clients unable to swim will not be excluded from a Tour, with the exception of a rafting or diving Tour, but rather the Company will take additional precautions, where necessary, to ensure the safety of the Client. In the case of diving and rafting, any Client unable to swim will be excluded from the Tour. Before commencing any diving Tour the Client must declare that they have met the requirements of a standard PADI diving medical questionnaire. Any failure to make these disclosures will constitute a breach of these booking conditions and result in the termination of the Contact, and all monies paid to the Company will be forfeit. Some activities may be unsuitable for young children and some Tours may have a minimum age limit.

### **DATA PROTECTION**

For the purposes of the Data Protection Act 1998 we are a data controller. In order to process your booking and to ensure that your travel arrangements can be properly performed we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party's members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. We must pass on your personal details to the companies and organizations who need to know them so that your holiday can be provided (for example your airline, hotels, transport companies, credit/debit company or bank). The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or otherwise as required by law. Where you provide us with personal details such as those mentioned above, you consent to this information being used as described above. We are entitled to assume you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing. We have appropriate security measures in place to protect the personal details you give us. We may have to pass your details to organisations outside the European Economic Area, (EEA), controls on data protection in these places may not be as strong as the legal requirements in this country.

You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request.

Any comments, likenesses or images of you secured or taken on any of our Tours may be used by the Company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

### **ACCEPTANCE OF RISK**

Clients are only accepted on the understanding that they accept, appreciate and understand the possible risks of adventure travel and that they agree to take these risks of their own free-will. The Client will comply strictly with the laws and customs of all countries visited, whether in respect of health, immigration, exchange control, drugs or any other matter. The Client agrees to comply with all reasonable instructions of the Tour leaders, employees and agents.

### **COMPLAINTS**

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact us by telephone. Contact numbers for our local suppliers will be provided before departure and they should be contacted first as they will be best placed to resolve the problem quickly. You may also contact us in the UK on +44 (0)800 6193450 (office hours) or +44 (0)7070 11 4848 (24 hours). Failure to do so will affect ours and the applicable supplier's ability to investigate your complaint, and will affect your

rights under this contract. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

**JURISDICTION**

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only.