

IGO Adventures Terms & Conditions

Effective: 25 November 2019

1. Parties

- 1.1. Your contract is with **IGO Adventures Ltd** (Company registration number 9480264) whose registered office is at 709 Riverbank House, 1 Putney Bridge Approach, London, SW6 3BQ, United Kingdom. IGO Adventures Ltd. are hereinafter referred to as **'the Company,' 'we,' or 'us'** in respect of these Terms and Conditions, which apply to all of the scheduled products in our brochures and on our website, and to all our holiday package products.
- 1.2. For the purposes of these Terms & Conditions **The Client** or **'you'** is the paying customer, whether that be the head of a private group or an individual joining a group tour. As a paying customer in a private group you confirm that you have authority to book on behalf of all other people within your group, for whom you will be responsible in accordance with these Terms and Conditions.

2. The Booking Form And Payment

- 2.1. All bookings are made and accepted in accordance with **'The Contract'**. The Contract comprises: a) These Terms and Conditions, b) If relevant, the specific itinerary for the tour on which you have booked and c) the booking form, all of which are hereby incorporated into and shall constitute the entire contract made between the Company and the Client. Where there is a discrepancy, these Terms and Conditions will prevail.
- 2.2. To make a booking for a tour with us, you must be 18 years old.
- 2.3. The Contract is held between the person paying for the trip and the Company. By paying a deposit you are creating a contract between you – and your travelling companions – and the Company. A deposit of 35% of the tour price is required at the time of booking. Failure to pay (or at least provide proof of payment) within 24 hours of submitting the booking form could result in the cancellation of the Client's booking. This decision is at the Company's discretion. The balance payment is due no less than 90 days before the Departure Date. If the booking is made less than 90 days before the Departure Date the Client must pay the tour price in full when booking.
- 2.4. For private and Bespoke itineraries we require a one-off £500 non-refundable deposit in order to hold dates and begin designing your journey. Once all elements of the itinerary are agreed a 30% Confirmation Deposit shall be requested from all parties on the trip. When payment is received and confirmation is given to the Client, the Contract is in place.
- 2.5. In the case of international payments the Client will ensure that the full GBP Sterling amount is received by the Company after all bank charges and any interest rate fluctuations have been levied.
- 2.6. Payment is required via direct bank transfer, debit or credit card.

- 2.7. Please make sure you have the permission of your travelling companions before inputting their details into the Company's online booking form. Likewise, by providing us with their contact and other personal details, you agree that we may contact them in relation to their holiday with IGO Adventures.
- 2.8. We reserve the right for whatsoever reason to return payment to you and refuse acceptance of your booking at any time.

3. Failure to Pay the Balance of Payment when Due

- 3.1. If the balance of the monies due from the Client to the Company is not paid 90 days prior to departure, we retain the right to treat the Contract as cancelled by the Client and retain all deposits.

4. Date of Departure

- 4.1. The Date of Departure is the date of commencement of the tour.

5. Passports, Visas and Health Matters

- 5.1. Medical vaccinations, passports, visas etc. are not the responsibility of the Company, but the Client. Where required, you must arrange them yourselves prior to departure. We take no responsibility for cancellation of your trip in the event that you are not allowed to fly, or continue your tour. If you are unable to travel due to not being able to obtain (or not having) the appropriate visa we reserve the right to retain the cost of the trip.
- 5.2. You must ensure you are medically fit to travel and participate in the tour. We accept no responsibility for any losses you incur or any element of the tour that you are unable to participate in, on account of your health or fitness. It is your responsibility to ensure that you research your intended destination(s) and activities to determine whether you are able to participate and that you are at the required fitness level to undertake the tour.

6. Amendments & Cancellations by The Client

- 6.1. If after you have paid your Deposit you wish to change your arrangements in any way, we will do our utmost to make these changes, but it may not always be possible. Any request for changes to be made must be from the person who made the booking. You may be asked to pay an administration charge of £20.00 per person.
- 6.2. Your tour is subject to cancellation penalties depending on how late you cancel in writing to us. If you cancel your tour, the following fees will apply:
 - 90 days or more prior to departure – full refund, less the 35% of the tour cost deposit;

- 89-0 days before departure – loss of 100% of tour cost.

7. Amendments & Cancellations by The Company

- 7.1. All our trips are personally researched by us and carefully planned. As conditions change though we may find improvements to our itineraries that will benefit everyone. We may also have to alter the itinerary due to unforeseen circumstances. We will always seek to maintain our high standards.
- 7.2. Occasionally changes may occur without prior notice for reasons over which we have no control. The Company reserves the right to make changes without prior notice at any time, both before and during the tour. It is agreed that a published itinerary constitutes only an indication of what the tour plans to accomplish and is not to constitute a contractual obligation on the part of the Company.
- 7.3. The Client agrees that the nature of the tours offered by the Company require a degree of flexibility and that the contents and timings of the tour (including the arrival time at the tour's destination, changes in route or method of transport) may be materially and consequently affected as a result of 'force majeure', weather, local political conditions, man made or natural disasters (including landslides, earthquakes and severe flooding), entry or border difficulties, mechanical breakdowns, flight cancellations, sickness or other unforeseen circumstances. You agree to accept this flexibility and to accept that we cannot be held responsible for delays and alterations in the schedule, or for expenses incurred as the result of any delay or alterations arising from any such circumstances over which we have no control.
- 7.4. When a major change becomes necessary before the tour departure, notification of such alterations will be sent to the Client's last known address (email or postal) as soon as the Company becomes aware. The Company will in its sole and absolute discretion (acting reasonably) decide what constitutes a major change of itinerary, and the Client agrees to accept the same.
- 7.5. If a major change to an itinerary is necessary prior to commencement of the tour – including a date change – the Client will have the choice of either accepting the change of arrangements, taking another available tour from the Company, or cancelling the tour and receiving a full refund provided that the major change is not due to flight cancellations, civil or political unrest or 'force majeure' or any other reason beyond the control of Company, and provided they do so within 14 days of notification.
- 7.6. The Company reserves the right to alter itineraries after departure, without refund, if it is believed by the Company to be in the interest of the Client to do so. If an itinerary has to be changed during a tour, the Company will decide the new itinerary. The Company should in its sole and absolute discretion decide what constitutes a major change of itinerary (and the Client agrees to accept the same). Should a Client choose not to participate in the revised itinerary and cancel the tour, reasonable help will be given to facilitate their return to the place of origin of travel, but no refund or compensation will be payable in respect of any unused hotel accommodation or any other services on a tour.

- 7.7. Be aware that wherever specific amenities or activities are mentioned in itineraries, including Bespoke Itineraries, they are offered subject to availability and may therefore be subject to change. This includes hotel and other accommodation, specific meals, guides and other activities. We will always try to inform the Client of any changes to all itineraries.
- 7.8. The Company retains the right to change or cancel your tour entirely in extreme circumstances, for example if your safety or the quality of the trip, in our opinion, is deemed to be compromised. If we cancel your trip, we will reimburse all monies that we can retrieve from our suppliers. However we cannot be held responsible for losses you may incur with third parties, such as airlines or hotels. For this reason we strongly recommend that you obtain suitable travel insurance.
- 7.9. In the event of cancellation caused by a group not reaching minimum numbers (an amount which will be determined by The Company), then the Company shall notify the Client not less than 90 days prior to departure that the minimum numbers have not enrolled and the tour is cancelled, in which case we will offer you an alternative tour of an equivalent or lesser price. If this is not acceptable, all payments made to the Company in respect of the tour shall be reimbursed.

8. Foreign and Commonwealth Office Advice

- 8.1. The Client acknowledges that they are responsible for making themselves aware through Foreign Office advice, State Department warnings and any other sources available to them, about the safety of the countries and areas in which they will be travelling and to make their decisions accordingly.
- 8.2. Whilst we will do our best to inform clients of relevant changes to the FCO Travel Advice (www.fco.gov.uk), it is up to the Client, and not the Company, to know what the FCO travel advice to a certain country, or region of a country, is and to be adequately insured to travel there. The Company accepts no liability if the Client a) chooses to cancel a booking because of FCO advice or b) is not adequately insured to travel.

9. Surcharges

- 9.1. Your tour price may be subject to surcharge in respect of currency exchange rate movements. However, there will be no price changes levied within 30 days of your departure date. In the unlikely event that we do need to make a surcharge, we will absorb the equivalent of 2% of the holiday price (the holiday price is the amount quoted to you at the time of booking and will include any surcharges known to exist at that time) excluding any amendment charges. Only amounts in excess of this 2% will be passed on to you. If this means you paying more than 10% extra on the tour price, you will be entitled to cancel with a full refund of all monies paid except for any amendment charges. Should you decide to cancel because of this, you must exercise your right to do so in writing within 14 days of being notified of the surcharge.

10. Transfer of Booking by the Client

- 10.1. Any transfer made by the Client later than 90 days prior to departure will be subject to the Company's discretion and subject to a £50 administration fee and any additional costs incurred by the Company in respect of that change. If for any reason the Company deems that transfer unfeasible, then conditions relating to cancellation by the Client apply.
- 10.2. Where the Client is prevented from proceeding with the tour, the Client may transfer the booking to a person who satisfies all the conditions applicable to the tour, having first given the Company notice as soon as possible of their intention. The Transferee will sign a new Booking form, and pay the transfer fee as defined in this Clause. The Transferee signing the booking form also agrees to be bound by these Terms and Conditions.
- 10.3. The Client and the Transferee shall then be jointly and severally liable to the Company for payment of the balance and for any additional costs arising from such transfer.

11. Company and Client Responsibility

- 11.1. The Client's booking is accepted on the understanding that they realise the potential risks and hazards that can be involved in tours of the kind provided including injury, loss or damage to property, discomfort and inconvenience. The Client also accepts that they may travel to remote areas where possible problems may include forces of nature, terrorism, civil unrest, war and accidents. The Client also accepts any risks associated with altitude, illness, disease and physical exertion knowing that access to evacuation and/or suitable medical supplies and support may not always be available and is likely to take a considerable amount of time.
- 11.2. For each tour the Company will use locally arranged transport as shown in the specific tour itinerary. The Client agrees that the obligation of the Company to the Client is to use reasonable skill and care to select competent, independent subcontractors to provide reasonable transport given local conditions and any other services related to the Tour and to exercise reasonable care in selecting such suppliers.
- 11.3. The Client's booking is accepted on the understanding that safety standards in the developing world and other countries are not the same as in the UK and facilities such as vehicle safety belts are often not available.
- 11.4. We take reasonable care to provide interesting and safe accommodation; however the Client's booking is accepted on the Client's acceptance that safety standards in the developing world and other countries are not the same as in the UK and facilities such as fire escapes are often not available.
- 11.5. The Company does not accept liability for compensation should there be no fault on the part of the Company or its suppliers and the reason for the improper performance of the tour arrangements was either the Client's fault, the actions of someone unconnected with the tour arrangements or could not have been foreseen or avoided by the Company or its suppliers even if all due care had been exercised. Where the

Client does suffer personal injury or death as a result of an activity forming part of the tour arrangements booked with the Company, the same conditions shall apply.

12. Limitation of Liability

- 12.1. Our responsibility does not start until you meet the group at the designated start point of the tour; usually the airport or train station in the city at the start of the trip. We are not responsible for any additional expenses incurred by you in getting to the meeting point.

13. Travel Insurance

- 13.1. Everyone who books a tour through us must take out sufficient insurance to cover the loss or damage of baggage, all equipment (including, but not limited to, bicycles, helmets and electronic equipment such as personal navigation devices whether hired or otherwise). Insurance should also cover medical expenses and any repatriation costs if you become too ill to continue with your tour.
- 13.2. The Company recommends that you purchase insurance specifically designed to cover the type of tours that we offer and to the specific destinations you will be travelling to. Any claims associated with matters for which you are insured must be directed to your insurers. It is your responsibility to ensure you arrive at the start of the tour within a reasonable time to commence the start of the journey, as we cannot refund you outside the terms of our Terms and Conditions. We do not include international flights in our packages and so if you have booked flights independently, we advise that you arrange insurance to cover any costs incurred if we are forced to cancel or change your tour or if your airline cancels your flight and you are unable to make it to the start of your tour.
- 13.3. The Client's insurance cover should extend for the planned duration of the tour and at least an additional day.

14. Complaints

- 14.1. We will always endeavour to resolve a complaint as it arises. In order to do this we need to be made aware of the complaint. The Client agrees to the following procedure:
- 14.2. The Client will ensure at the earliest opportunity any perceived failure in the performance, or improper performance in the Contract, whether by the Company or its suppliers, is communicated in writing to the Company's Tour Leader. The Company and the Client will then make prompt efforts to resolve the complaint.
- 14.3. The Client agrees to give written details of any unresolved serious complaint to the Tour Leader.
- 14.4. In the event that the complaint remains unresolved then the client agrees to set out their complaint in writing to the Company within 7 days of completion of the tour.

- 14.5. The Client agrees that these provisions are reasonable and that any failure by the Client to comply with them will, at the Company's discretion, exclude any rights arising out of the Contract.

15. Marketing

- 15.1. The Client agrees that the Company, or their designate, may use any photographic or film records of the trips for promotional and/or commercial purposes without any remuneration to the Client. The Client agrees to assign all right, title and interest they may have in or to any media in which their name or likeness might be used to the Company.
- 15.2. The Client, and all members of the group, agree to allow the Company to contact them by email to let them know our latest news and any offers.

16. General Conditions

- 16.1. No person, save with the expressed permission in writing of a Director of IGO Adventures Ltd, has the authority or is empowered to waive or vary any of the Contract.
- 16.2. The invalidity or illegality of any clause within these Terms and Conditions shall not affect the continuation in force of the remainder of these terms.
- 16.3. The Contract shall be construed in accordance with English Law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts to settle any disputes, which may arise out of or in connection with the Contract.