

## BOOKING TERMS AND CONDITIONS (CAS)

These Booking Conditions set out the terms on which you contract with us, Discover the World Ltd. You are protected by the Association of Bonded Travel Organisers Trust Limited, number 5213. We are also a member of ABTA Limited V2823 and AITO, the Association of Independent Tour Operators. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. If you reside in Scotland or Northern Ireland you may choose the applicable law and jurisdiction if you wish to do so.

In these booking conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date). "We", "us" and "our" means Discover the World Ltd. Except where otherwise stated, these booking conditions only apply to holiday arrangements which you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "holiday", "booking", "contract" or "arrangements" mean such holiday arrangements unless otherwise stated.

### 1. BOOKING

All information provided is, to the best of our knowledge or belief, correct at the time of publication. We will advise you of any changes that are fundamental to the contract, or which we believe will affect your enjoyment of the holiday. Please advise us if there is any requirement, which you believe is fundamental to your holiday so that we can give you the latest information at time of booking.

When you ask us to proceed with a booking you will be required to make a (minimum) deposit payment which will vary dependent on the specific holiday trip you are booking. In the case of bookings made less than 120 days before departure, we will require full payment for the holiday. You must be at least 18 years old to make a booking and the person making the booking accepts these terms and conditions and takes responsibility for all members of the party (including anyone who is added or substituted at a later date), and in particular for payment for all the persons on the booking. We reserve the right in our absolute discretion to refuse to accept any booking without necessarily specifying a reason. A contract is made when we accept your booking and send you our written confirmation and invoice. If we cannot accept or confirm the booking, any money paid will be promptly refunded.

On receipt of the confirmation and invoice it is important to check the details and if there is any inaccuracy this must be notified to us immediately. It may not be possible to make changes or corrections later, or additional costs may be incurred which we will have to pass on to you.

### 2. PAYMENT

We hold your deposit (and any additional payment required at the time of booking) towards the full cost of the holiday. The balance must be received by us no later than 120 days prior to departure. If you do not pay the full cost within the time specified we may treat your holiday as cancelled by you in which case the cancellation charges shown in clause 4 will apply.

### Ways to Pay

We accept payment by Visa, MasterCard, cheque or bank transfer for which no levy is charged by Discover the World. Your bank or credit card provider may charge an additional financial processing charge and we cannot be responsible for any such charges.

### 3. YOUR HOLIDAY PRICE

a) Prior to holiday you will receive a written or verbal quote based on your specific holiday requirements and travel dates.

b) We reserve the right to notify you of any alteration in the advertised price and any changes in holiday arrangements before accepting your booking.

NB: We make every effort to ensure that the most up to date and correct prices are provided, but on occasion there may be an unfortunate pricing error. We reserve the right to correct any such errors to advertised or confirmed prices as soon as reasonably possible, either prior to, or after your confirmation invoice has been issued. If you do not wish to accept the corrected and actual price of the holiday, we will cancel the booking.

c) Once you have made your booking the price is fully guaranteed and will not be subject to any additional surcharges.

d) Prices are calculated on rates of exchange linked to those available to us; either based on rates previously secured or our view of currency exchange rates applicable at the time payments are due.

### Single, Double, Triple & Quad Rooms

Single supplements are often payable for sole occupancy of a room. A single room does not guarantee the provision of a double or twin room, and in some instances may be smaller. A 'double' bed is often two single beds pushed together, sometimes with double bed base linen (although it is not unusual for single duvets to be provided in some hotels for doubles). For triple or quad occupancy, this may be a standard size room with either a camp bed, roll-away, or mattress on the floor and space will therefore be limited.

### 4. CANCELLATION BY YOU

If you fail to pay the full cost of the holiday within the specified time or if you cancel your holiday, you will be liable as a minimum, to pay the charges detailed below up to the point of cancellation. Or in the case of failure to pay, at the date that we deem your booking to have been cancelled. Should you wish to cancel your booking after it has been accepted you must send us written notice signed by the person who made and confirmed the booking. The cancellation charge will be calculated according to the date when we receive written notice of cancellation, or the date upon which your cancellation is treated as occurring because of non-payment. We reserve the right to apply the following cancellation charges based on a proportion of the total cost of the holiday as shown on our invoice, excluding those items referred to below.

More than 120 days:	deposit
119-90 days:	40% of holiday cost
89-30 days:	50% of holiday cost
29-8 days:	80% of holiday cost
7-0 days:	100% of holiday cost

Insurance premiums and amendment charges are not refundable. Additional accommodation costs for reduced occupancy or other components, may be payable in the event that one or more passengers cancels but where remaining passengers still wish to travel. If your cancellation falls within the provisions of your travel insurance policy you may be able to make a claim which must be made direct to your insurance company.

Group Bookings – cancellation charges as above will apply to any guests of group booking who may wish to cancel in the unlikely event of cancellation by the lead booking/passenger.

### 5. CANCELLATION & VARIATION BY US

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors — and other details both before and after bookings have been confirmed and cancel confirmed bookings, events or activities. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking less than 120 days before departure where we are forced to do so as a result of 'circumstances beyond our control' (see clause 6). **Please note** some of our holidays require a minimum number of participants to enable us to operate them. If the minimum number of bookings

required for a particular holiday or flight have not been received, we are entitled to cancel it providing we notify you of the cancellation not less than 120 days before departure. Please note that in such cases we are not able to accept responsibility for costs of additional travel arrangements made in association with the cancelled holiday, unless booked through Discover the World.

Most changes are minor. Minor changes include changes to supplementary arrangements such as excursions, or change of accommodation to another of the same standard. Occasionally, we may have to make a significant change. If we have to make a significant change or cancel arrangements, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:

(a) accepting the changed arrangements, or  
(b) purchasing an alternative holiday from us, of a similar standard to that originally booked, if available. If the cost of this alternative is less than your original holiday, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday, or  
(c) cancelling, or accepting the cancellation, in which case you will receive a full and quick refund of all monies you have paid to us.

If we have to make a significant change to your holiday or cancel we will as a minimum, where compensation is due and appropriate, pay you the compensation set out below, subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) 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 (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached (see above). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as not receiving payment on time) or where a change is a minor one.

Period before departure when a significant change or cancellation is notified to you	Compensation per person
More than 120 days before departure:	Nil
119-90 days before departure:	£20
89-30 days before departure:	£30
28-8 days before departure:	£40
7-0 days before departure:	£50

Very rarely, we may be forced by 'circumstances beyond our control' (see clause 6) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain these from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

We do not control the day to day management of your accommodation, and in exceptional cases it is possible that we may be advised that the reserved accommodation has been overbooked. If this happens before your departure or on arrival in resort we will endeavour to provide accommodation of at least the same standard in the same resort area. If only accommodation of a lower standard is available we will refund the difference of the holiday price between the accommodation booked and that available, and will pay up to £50 per person for any inconvenience.

**Other Hotel Guests** - It is not unusual for hotels or other accommodation to receive group bookings (sometimes with large numbers) from guests participating in conventions and conferences or other gatherings. At certain times of the year, there may be an influx of groups such as students on organised educational visits (popular during school holidays), associations or clubs. This may result in hotel facilities being much busier than usual or additional demands on hotel staff and services, but we are unable to accept any responsibility for any inconvenience caused by such groups or their activities.

**Guides & Wildlife** - We reserve the right to substitute any named guide, guest lecturer or other escort with an alternative qualified person and this will not be deemed as any significant change to your arrangements. In addition it is not possible to guarantee sightings of wildlife, or any natural phenomena.

## 6. CIRCUMSTANCES BEYOND OUR CONTROL

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature as a result of 'circumstances beyond our control'. In these booking conditions, 'circumstances beyond our control' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include actual or threatened war, riot, civil strife, terrorist activity and its consequences (including suspected terrorist activity and all action taken during any "terror alert"), industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport, fire, concert/event changes or cancellation and all similar events outside our control. This list is not exhaustive.

## Public Holidays, Sporting and Local Events

In addition to public holidays, many countries host other national or international events or there may be local festivals, which may impact on local/tourist services or travel arrangements, including the reduction or closure of facilities, route diversions etc. during your visit. We have no control over these events, and as dates and details of arrangements are often changeable year on year, it is not possible for us to guarantee to forewarn you of specific details that may be relevant to your holiday, or accept any responsibility for disruption that may be caused. During public holidays, shops, restaurants and tourist attractions may also be closed.

## 7. REFUNDS POLICY

Refunds will be processed in the form of payment used at the time of booking. This will be made payable to the person who made the original payment. The time the refund takes will depend on the form of payment. We will endeavour to refund all credit card payments, once approved within 48 hours.

## 8. OWN ARRANGEMENTS

We cannot be held liable or responsible for any elements of your holiday which are considered "own arrangements" and that are not included in our holiday. We recommend that sufficient and appropriate insurance is therefore obtained.

## 9. VARIATION BY YOU

**Minor alterations** to your booking are at our discretion and must be requested in writing by the person who made and confirmed the booking together with an administration fee of £25 per person (Max at any one time: £100) in addition to any additional booking costs as a result of the changes made, including any changed occupancy costs following a cancellation (see 4. Cancellation by You). Additional fees may be charged, depending on the cost and work caused to us by the requested change.

**Booking transfer:** If you are unable to travel for a good and unavoidable reason\* we may (subject to agreement by our suppliers) transfer your booking to

another person suggested by you provided that a request for such a transfer is made at least 14 days before departure and is accompanied by written proof of your reason for being unable to travel together with all original travel documents which you may have received and the full name and address of the transferee. The transferee must fulfil any conditions that apply to the holiday, and all costs of the original booking and of the transfer must be paid before the transfer can be effected. The cost of the transfer will consist of both an administration charge of £50 and all costs which our suppliers impose. In all cases, insurance premiums are not transferable. \*Before requesting a transfer you may wish to check whether cover is provided for your cancellation within the terms of your travel policy.

**While on holiday:** If you cut short your holiday or pre-booked hotel/accommodation duration (including any meals, excursions or other holiday components not taken for this or any other reason) we are unable to offer you any refund of your holiday not completed or assist with any curtailment cost you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them in accordance with policy conditions.

## 10. HEALTH, VISA & DOCUMENTS

- You must ensure that all members of your party have a valid passport and all required visas, all inoculations and if applicable, health certificates for all countries to be visited. This is your responsibility and you must cover all costs for this.
- We cannot in any circumstances be held responsible if you or any member of your party is not permitted to enter onto any transport or into any country.
- You must check passport and visa requirements with the Embassy or Consulate of the country or countries to, or through which, you are intending to travel. Along with checking any applicable foreign travel advisories, including travel safety information, with your own countries relevant authority.

## 11. SPECIAL CIRCUMSTANCES

Our tours are not designed for party members to undertake special projects or research whether in connection with study, employment or otherwise. We cannot accept any liability for any losses or damages arising out of such use or planned use nor for any loss or damage which has special financial consequences. Please note if you do intend to use one of our tours for such purposes you should obtain adequate insurance in respect of it and any special equipment you decide to bring with you on such tours.

## 12. HOLIDAY PARTICIPATION

It is a condition of participation in one of our holidays that you agree to accept the authority and decisions of our employees, tour leaders and agents whilst on holiday with us. If in the opinion of such a person your health or conduct at any time, before or after departure, appears likely to endanger the safe, comfortable or happy progress of a holiday, you may be excluded from all or part of the tour and/or we may terminate your holiday, and any additional costs incurred by you as a result of such exclusion will be your responsibility. In the case of ill health we may make such arrangements as we see fit and recover any resulting costs from you.

## 13. OUR RESPONSIBILITY

We make every effort to ensure that the holiday arrangements we have agreed to provide as part of our contract with you are delivered with reasonable skill and care. It is the laws and regulations of the country in which the services are actually provided which apply to your holiday arrangements and not those of your home country and any resulting complaint or claim will be judged on this basis. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as being properly provided. Subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable

skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care have not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable which shall include, but not be limited to; Cruise Shore Excursions and/or Inland Waterway Excursions and/or Private Inland Excursions and/or high risk activities privately engaged including, but again not limited to sky diving, hang gliding, jet ski or powerboat rentals, scuba diving and hot air ballooning or
- 'circumstances beyond our control' as defined in clause 6 above

Please note we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services including excursions you book and pay for independently, or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract. In addition, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) 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 (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers or (3) arises out of use of our services for special projects or research whether in connection with study, employment or otherwise or (4) is connected with any business. For all claims which do not involve death or personal injury or loss / damage of / to personal possessions (see below), if we are found liable to you on any basis the maximum amount we will have to pay you is twice the amount paid for your holiday (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where your holiday has failed in its entirety and you have not received any benefit at all from your holiday. Nothing in these booking conditions shall exclude or limit in any way our liability for fraud or for death or personal injury caused by our negligence or the negligence of our employees.

We further advise you, and you agree that in the event of any claim against us, that such claim shall be governed by English Law and Jurisdiction shall lie in any Court of Competent Jurisdiction in the United Kingdom and you further acknowledge these requirements and waive any objection(s) thereto.

## 14. TRAVEL DELAY

Should delays due to weather conditions disrupt your itinerary, additional costs may be incurred and these would be the responsibility of you, the client. We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. We cannot accept liability for any delay which is due to any of the reasons set out in clause 6 of these booking conditions (which includes the behaviour or conduct of any passenger/s).

Where delays result in lost holiday time we are unable to offer any refunds for unused accommodation or other services as reimbursement will not be made by our suppliers in these circumstances, and hotel rooms are held for delayed

arrivals and not re-let. We strongly recommend you have adequate insurance provisions in place to fully cover such eventualities.

#### 15. AIR & SEA CARRIERS

The liabilities of air, sea, rail and road carriers are governed by the following amended or unamended: the Warsaw Convention and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No. 889/2002 for national and international travel by air, the Athens Convention for travel by sea, the Berne Convention for travel by rail and the Geneva Convention for travel by road. Air and sea carriers produce Conditions of Carriage, which form part of your contract both with us and with the air and sea carrier, available from the carrier or from us along with copies of applicable international conventions and regulations. You are bound by those conditions when booking your holiday. Strict obligations are outlined on your ticket or the Conditions of Carriage for making claims for missing or damaged baggage that must be followed.

Where any claim or part of a claim against us (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the applicable international convention or regulation (see above). Please note: where a carrier or hotelier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the complaint or claim in question.

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at [http://europa.eu.int/comm/transport/air/safety/flywell\\_en.htm](http://europa.eu.int/comm/transport/air/safety/flywell_en.htm).

We are not always in a position at the time of booking to confirm timings of your travel arrangements. Any timings provided are for guidance only and are subject to alteration and confirmation. Transport timings are outside our control. They are subject to various factors including weather conditions, potential technical problems and the ability of passengers to check in on time. Specific instructions relating to departure and travel arrangements will be sent with your travel documentation approximately 2 weeks before departure. You must check your documentation immediately on receipt to ensure the correct details are shown. It is possible that times may be changed even after documentation has been despatched - we will contact you as soon as possible if this occurs.

In accordance with EU legislation, we are required to draw your attention to restrictions concerning the import of food items which cannot be brought into

the EU (including the UK), from outside the EU. For details please see <http://ww2.defra.gov.uk/food-farm/food/personal-imports/>, or if you do not have access to the internet, please contact this office.

#### 16. INSURANCE

If you decide not to take out the Discover the World travel insurance policy (available to EU residents only), it is a condition of booking with us that you obtain alternative travel insurance, which meets or exceeds the level of protection offered by the policy that we offer. The cost of repatriation, medical and other treatment overseas can be high and we are unable to assist in meeting those costs. Check with Simon whether whether our travel insurance policy is appropriate for inbound UK travel, both for domestic/EU pax.

#### 17. SPECIAL REQUESTS & MEDICAL CONDITIONS / DISABILITIES

If you have any special requests, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be provided (where it is possible to give this) where it is important to you.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you or any member of your party has any medical condition or disability which may affect your holiday or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), you must tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops or worsens after your booking has been confirmed.

#### 18. COMPLAINTS

If you have any reason to be unhappy with any element of your holiday, we would ask you first to bring this to the attention of the person in charge of the relevant service, on the spot. If this is not possible please either contact our local representative or our UK office, using the number provided with your travel documents. It is essential that you do this to enable us to try and put matters right where possible. Failure to do this may mean that any claim for compensation will be affected as will we have been deprived of the opportunity to investigate and rectify your complaint while you were in resort and this may affect your rights under this contract. If a problem remains unresolved during

your holiday you should make a complaint in writing to Discover the World within 28 days of the completion of your holiday. We will reply to you within 28 days of receipt of your letter and in accordance with the ABTA Code of Conduct. If DTW to handle, we need indemnity to recover costs/compensation from Cloud

As a member of ABTA (membership number V2823), we are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We certainly hope that we can settle any holiday complaints amicably, but should this not be the case, we can offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). The terms of this contract are exclusively governed by English Law and the jurisdiction of the English Courts.

#### 19. FINANCIAL SECURITY & ABTA MEMBERSHIP

We provide full financial protection for our package holidays. The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection for Discover the World Ltd and in the event of their insolvency, protection is provided for the following:

- 1) non-flight packages commencing in and returning to the UK;
- 2) non-flight packages commencing and returning to a country other than the UK; and
- 3) flight inclusive packages that commence outside of the UK and Republic of Ireland, which are sold to customers outside of the UK.

1, 2 and 3 provides for a refund in the event you have not yet travelled. 1 and 3 provides for repatriation. Please note that bookings made outside the UK and the Republic of Ireland are only protected by ABTOT when purchased directly with Discover the World Ltd.

We are a member of ABTA, membership number V2823. ABTA and its members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. Further information can be found at [www.abta.com](http://www.abta.com).

#### 20. DATA PROTECTION

We will store and use the personal data supplied by you during the booking process for the purposes of fulfilling the contract between us. We will never pass on your information to third parties, other than to fulfil the contract between us, without your written permission unless we are legally required to do so in accordance with the Data Protection Act. We will also use the information to keep you informed of our services and any special offers or deals which we think may be of interest to you. Please inform us at the time of booking if you do not wish us to use your information in such ways.

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