

GREAT WALKS OF THE WORLD BOOKING CONDITIONS - CHARITABLE EVENTS

These are the terms and conditions of Great Walks of the World which apply to those who are advised by the charity that they will be participating in the fundraising event. Please refer to the charities own terms and conditions regarding your sponsorship and eligibility to travel. Only those potential participants who qualify under the charities' rules will be entitled to travel. For those selected to travel, then the following conditions will apply:

1. Your contract with Great Walks of the World

If you are selected to take part in the fundraising event, we will be advised of your details by the charity. Your contract for travel, accommodation and other services ("Your travel arrangements") will be with us, Casterbridge Tours Limited trading as Great Walks of the World of Salcombe House, Long Street, Sherborne, DT9 3BU. If you are selected then we will confirm our contractual commitment to you by sending to you a confirmation invoice, together with the details of your travel arrangements and the itinerary that we have agreed to provide. It is only then that these terms and conditions will apply and a contract will exist between us, which is governed by English laws and the exclusive jurisdiction of English Courts. Travel arrangements made by us which include flight and accommodation are fully protected under the company's ATOL Licence Number 5151 arranged with the Civil Aviation Authority (CAA). Payment for your travel arrangements will be made to us by the charity from the sponsorship it has received in accordance with the charity's terms for participating in the fundraising event.

2. The Price of your Tour

(i) The cost of your participation in the fundraising events forms a part of the overall value of the sponsorship raised by you and received by the charity. From those sums received by the charity, the charity will pay us the cost of your travel arrangements that we agreed to provide.

(ii) The charity will absorb any increases in the price for your travel arrangements to allow for variations in transportation cost (including the cost of fuel); dues, taxes or fees chargeable for services such as landing taxes and fees at airports and the exchange rate applicable to your travel arrangements. You will be responsible for paying any locally payable airport taxes and any visas that may be required. No price increase for travel arrangements will be made within 30 days of the departure date and in any event, Great Walks of the World would absorb any increase which equals 2% or less of the cost of your travel arrangements.

3. Health, Safety & Fitness of your Insurance Cover

The charitable event in which you will be participating is challenging and will require a good level of fitness, strength and endurance and it is your responsibility to ensure that you have the appropriate level. It is not recommended for those of any disability, illness or infirmity. You should check with your doctor to check that you are sufficiently fit and healthy to participate in the event. You should take into account that medical and other facilities at your destination are likely to be inferior to those in the United Kingdom and accordingly it is compulsory term of travel that you take out travel insurance to cover any health or injury problems that arise and, if necessary, to arrange your repatriation to the United Kingdom.

4. Cancellation

(a) If you cancel your travel arrangements, then there will no refund payable to you as your sponsorship was raised for charitable purposes. Any balance of the sum paid to us by the charity for your travel arrangements, after deduction of cancellation charges, which have been agreed with the charity, will be repaid to the charity.

(b) Similarly, if we cancel your travel arrangements any refunds or compensation will be paid to the charity.

(c) If cancellation occurs in the circumstances where recovery of cancellation charges is indemnified under the travel insurance, you hereby agree that you will co-operate in the recovery of these charges from the insurers and any sums recovered under the policy will again be paid over to the charity.

(d) If cancellation occurs due to unusual and unforeseeable circumstances beyond our control, such as national emergency, natural disaster, fire, bad weather, flight delays or other such events (act of force majeure), then we will advise you as soon as it is reasonable to do so.

5. Destination Safety and Force Majeure

Your personal safety during the charitable event is of fundamental importance to us and whilst we carefully monitor the safety of your destination, the Foreign Office and Commonwealth Office do offer a travellers advice line, the details of which are 020 7238 4503. You should ensure that you are kept informed of the latest FCO advice.

6. Alterations by Great Walks of the World

Great Walks of the World and its supplier of flight accommodation and land arrangements shall be entitled to change the details of your travel arrangements and itinerary. If a change is significant you will be advised as soon as possible and you will be entitled to:-

- (i) Cancel your participation in the event, in which case you agree that the cost of your travel arrangements will be repaid by us to the charity and you will have no entitlement to such sums; or
- (ii) Agree to proceed with the revised arrangements of the Event

7. Standard and Quality of Accommodation and Services

You should not have unreasonable expectations of the facilities that will be provided which in some remote areas and some destinations may be below what you might expect at home. The level of the standard and quality of your travel arrangements will be in line with the itinerary and any literature you receive from us.

8. Liability

(i) We accept responsibility for ensuring that your travel arrangements will be described in literature produced by us, or on behalf, in our Confirmation Invoice and with the itinerary and that the services we are contractually obliged to provide are to a reasonable standard. If in the reasonable opinion of the charity any part of your travel arrangements is not provided as promised we will pay appropriate compensation if this has affected the quality of structure of your travel arrangements. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers (except for claims of death, injury or illness - see below).

(ii) Great Walks of the World accepts responsibility for death, injury or illness caused by negligent acts and/or omissions of us, our employees, agents, suppliers and subcontractors whilst acting with the scope of, or in the course of their employment in the provision of any part of the travel arrangements in the itinerary that we are contractually obliged to provide. We will, accordingly, pay to an affected participant such damages as might have been awarded under English law. However, damages are not payable where any failure to perform the contract is due neither to any fault on our part or a supplier of any part of your travel arrangements or is attributable to you or unforeseen or unavoidable actions of a third party unconnected with the provision of your travel arrangements or unusual and unforeseeable circumstances beyond our control or an event which could not have been foreseen even if all due care had been exercised.

(iii) In respect of carriage by air, sea and rail and the provision of accommodation, the amount of compensation Great Walks of the World may be obliged to pay will be limited in the manner provided by the relevant International Convention. Carriage by air is subject to the carrier's condition of carriage. In particular drunkenness or rowdy behaviour may lead to the airline refusing carriage when alternative flights may have to be arranged at your own cost.

9. Flights

(a) Delays

Most flights will be arranged with the scheduled airlines who will usually provide refreshments, meals or accommodation where there is any substantial flight delay and when this is possible to arrange. Great Walks of the World will not arrange these facilities if there is a delay at the outward or homeward points of departure if not offered by the airline.

(b) Flight changes

Airlines may have to change aircraft without advanced warning. You are asked to check carefully departure and check in times on your documentation when received to ensure that you arrive at the airport in sufficient time.

10. Passports and Visas and Health

You will be advised separately of any passports or visa requirements and any compulsory health requirements to enable you to participate in your travel arrangements. Please note that you will require a full British passport with at least 6 months unexpired at the date of return of travel. For EC and other passports please contact Great Walks of the World for special requirements.

11. Governing Law and Jurisdiction

This contract is governed by English law and the exclusive jurisdiction of the English Courts.