



## BOOKING CONDITIONS

Please read carefully - Travel The Unknown Ltd ('the Company') accepts bookings subject to the following conditions.

### 1. Your Holiday Contract

The contract is between the Company and the Client, being any person travelling or intending to travel on a tour operated by the Company. The contract, including all matters arising from it, is subject to English law and the exclusive jurisdiction of the English Courts.

### 2. Booking Procedure

For enquiries and reservations, you can call our office on +44 (0)20 7183 6371 (or +1 800 604 6024) between 09:30am and 5.30pm Monday to Friday (except public holidays) UK time. You can also email us at [enquiries@traveltheunknown.com](mailto:enquiries@traveltheunknown.com).

For most tours the deposit is £400 /US\$500 per person per trip, plus the full cost of any flights not included in the tour, if you decide to book this with us. The final balance will fall due 10 weeks before your departure date. If the trip start date is within 10 weeks then the full trip cost plus any international flights would be immediately payable.

### 3. Tour Prices

3.1 Prices are per person and are based on two persons sharing a twin room. Solo travellers are accepted for travel on the basis that they agree to share all accommodation with another traveller of the same sex. On some tours solo travellers may request sole-occupancy accommodation at the time of booking. A supplement will be payable as advised and added to the cost of your holiday.

3.2 Kindly note that double bedrooms cannot be guaranteed, although requests will be noted at the time of booking. Furthermore, some hotels have several different room types. We regret that we are unable to pre-allocate a particular room type and in order that we accommodate the entire group, some clients may be given a superior room type without additional charge. In such cases this will always be done in the fairest way possible. We thank you in advance for your understanding.

3.3 Note: all tour prices are subject to change due to changes in domestic and international flight prices, as well as currency fluctuations. At the same time we will offer you the opportunity to pay in full for your international flights. By doing so we can guarantee that you will be protected from any fare increases later imposed by the airlines. It should be noted that airlines frequently change their prices and apply fuel surcharges, which are beyond our control.

3.4 Any special offers or discounts to be applied to a booking must be declared at the time of booking. Offers cannot be combined.

Unless otherwise advised payments for flights are non-refundable and dates of travel will be fixed and non-changeable. It is essential that travel insurance is taken at the time of booking to cover possible cancellation. Please check website for most up-to-date prices.

### 4. Group Size

Unless otherwise stated our tours are based on a minimum of 2-4 clients and a maximum of 12. In the event that we are unable to operate the tour due to insufficient booking numbers, you will be advised at the earliest opportunity and always no less than 1 month before departure. At that time you will be offered the following options:

4.1 Travel as planned, but at an additional supplement, payable per person. The cost of this supplement will vary depending on the itinerary and number of confirmed clients.

4.2 The same tour but for a different date.

4.3 Alternatively a different tour, for another destination and/or date (a surcharge or partial refund may apply).

4.4 A full refund of all monies paid to the Company.

## **5. Price Information**

The prices displayed on our websites and in our marketing information, are correct at the time of publishing and are subject to change.

## **6. Passports, Visas and Health Matters**

Medical vaccinations, passports and visas are entirely your responsibility and must be arranged prior to departure. We can 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.

If we are arranging your visa for an administration fee and your visa is refused by the Embassy or Consulate, the administration fee will be non-refundable. Changes to visa procedures that result in us being unable to deliver your visa will result in the visa-related costs being refunded, but will not result in any cancellation of the trip unless otherwise agreed.

## **7. Alterations by You**

Once we have agreed a tour and itinerary with you and issued confirmation, should you wish to change your arrangements we reserve the right to impose an amendment fee of £75 per booking. For alterations within 10 weeks of departure cancellation charges may apply.

## **8. Alteration By Us**

From time to time it may be necessary or advisable to alter the arrangements for your holiday. We reserve the right to make such alterations to any of the arrangements, as we consider necessary or advisable. Where such alterations are material we will inform you as soon as possible and discuss any options that may be available.

No compensation will be paid at any time under circumstances caused by war or threat of war, civil strife, industrial dispute, strikes, terrorist activity, accident, natural or nuclear disaster, fire, airline failure, closure of airports, adverse weather conditions, or any other force majeure.

A published itinerary constitutes only an indication of what the tour is planned to accomplish and is not to constitute a contractual obligation on part of the Company.

## **9. Cancellation By You**

Should you wish to cancel your holiday, you must notify us as soon as possible. Please advise the reason for cancellation as you may be covered by your insurance policy. In the event of cancellation, all flight costs will be forfeited. In certain instances, some flight costs may be recoverable by you. The following cancellation charges apply:

Over 70 days	Deposit
31 – 70 days	50% of total tour price
11 – 30 days	90% of total tour price
0 – 10 days	100% of total tour price

## **10. Cancellation By Us**

We will not cancel your holiday other than for the reasons shown in these conditions under 'Group Size' and for force majeure or the client's failure to pay the final invoice. We will return promptly all monies paid as shown on the account except in the latter instance.

## **11. Foreign and Commonwealth Office Advice**

11.1 The Client acknowledges that they are responsible to make themselves aware through Foreign Office advice, State Department warnings and other sources available to them on regard to the safety of the countries and areas in which they will be travelling and to make their decisions accordingly.

11.2 Whilst we will do our best to inform clients of relevant changes to FCO Travel Advice ([www.fco.gov.uk](http://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. The Company will not normally cancel a trip simply because the FCO advise against travel.

## **12. Our Responsibility for your Holiday**

12.1 Your booking is accepted on the understanding that you realise the potential risks and hazards that can be involved in adventure travel of this kind, including injury, loss or damage to property, discomfort and inconvenience. We will only accept your booking on the understanding that you realise the safety facilities in the developing world - in the vehicles, on the roads and at the tourist sights - often do not match ours in the west.

12.2 Where the client does not suffer personal injury, the Company accepts liability should any part of the tour arrangements booked with the Company not be supplied as described in the itinerary. However, we do not accept liability for compensation should there be no fault on the part of the Company or its suppliers and the reason for the failure in the tour arrangements was 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 due care had been exercised.

12.3 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 rules shall apply.

12.4 Our responsibility does not start until you meet the group at the designated start point overseas; usually the airport in the city at the start of the trip or when you meet our representative in the country you will visit, whichever happens first. We are not responsible for any additional expenses incurred by you in getting to the meeting point.

## **13. Claims and Complaints**

If a Client has a complaint against the Company the Client must first inform the tour guide or company representative whilst on the tour in order that the guide/representative can attempt to rectify the matter. If satisfaction is still not reached through these means then any further complaint must be put in writing to the Company within 30 days of the end of the tour. The Company will not accept any liability for claims received after the period.

## **14. Insurance**

Travel insurance is a mandatory requirement for all of our tours. We strongly recommend that you take out your own insurance once you have paid your deposit.

Adequate insurance must be in place before participating in a tour, which must include cover for medical expenses and repatriation costs should you become too ill to continue your trip.

Proof of relevant travel insurance must be shown before departure.

## **15. Financial Protection**

15.1 We are licensed by the **Civil Aviation Authority and hold an ATOL (9854)**. This ensures that in the event of our failure your money will be protected. When you buy an ATOL protected flight or flight-inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer

a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

For further information, visit ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

#### 15.2 We are also **insured by MGA Cover Services Ltd for tour packages that DO NOT include flights.**

Travel The Unknown are a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations 1992" all passengers booking with Travel The Unknown are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Travel The Unknown. This insurance has been arranged with MGA Cover Services Limited (registered address Farren House The Street, Farren Court Cowfold West Sussex RH 13 8BP, company registration: 08444204 authorized and regulated by the Financial Conduct Authority registration number 597536) under a binding authority with the insurer CBL Insurance Europe Limited (registered address 2nd Floor 13-17 Dawson Street Dublin 2 Ireland, who are authorized and regulated by the Financial Conduct Authority registration number 203120)

In the unlikely event of Insolvency you must Inform MGA Cover Services Limited immediately on +44 (0) 20 3540 4422. Please ensure you retain this booking confirmation form as evidence of cover and value.

Policy exclusions: This policy will not cover any monies paid back to you by your Travel Insurance or any losses which are recoverable under another insurance or bond.

#### **16. Payment for your Flight**

The payments you make for your flight are held by us on behalf of the scheduled airline who is supplying your flight, until the date we pass the money to that airline.

#### **17. Most recent booking conditions**

Please check [www.traveltheunknown.com/booking\\_conditions.pdf](http://www.traveltheunknown.com/booking_conditions.pdf) at the time of booking for the most recent version of our booking conditions. The booking conditions at this location will supersede any previous versions of this document.