

ACROSS THE DIVIDE LTD BOOKING CONDITIONS - CHARITABLE EVENTS

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

1. Your contract with Across the Divide

If you are selected to take part in the fundraising event, we will be advised of your details by The Friends of SPRI. Your contract for travel, accommodation and other services ("your travel arrangements") will be with us, Across The Divide of Jubilee House, Fore St, Thorncombe, Somerset TA20 4PP. We will confirm our contractual commitment to you by sending to you, via The Friends of SPRI, a confirmation invoice, plus 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 the English Courts. Travel arrangements made by us are fully protected under the Company's ATOL Licence Number 6475 arranged with the Civil Aviation Authority (CAA). Payments for all arrangements are made by The Friends of SPRI from the sponsorship it has received in accordance with their terms for participating in the fundraising event.

2. The price of your Tour

- (a) The cost of your participation in the fundraising event forms a part of the overall value of the sponsorship raised by you and received by The Friends of SPRI. From those sums received by The Friends of SPRI, The Friends of SPRI will pay to us the cost of your travel arrangements that we are agreeing to provide.
- (b) We reserve the right to increase the price of your travel arrangements to allow for variations in transportation costs (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. We will absorb any increase which equals 2% or less of the cost of your travel arrangements. Any additional increase in travel costs (other than those relating to tour extensions requested by you) will be met by The Friends of SPRI subject to the terms of The Friends of SPRI's agreement with us.
- (c) For the avoidance of doubt we are not liable for any expenses you incur in the event of a change of tour departure time, date or airport such as visa costs, vaccinations and non refundable connecting flights.

3. Health, Safety & Fitness and your Insurance Cover

The 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 of fitness to undertake the challenge. You should check with your doctor to ensure that you are sufficiently fit and healthy to participate in the event. Anybody with any disability, illness or infirmity needs to check with Across the Divide as to whether they can take part. You will need to complete a medical questionnaire on registration and Across the Divide reserve the right to obtain further information from you and/or your GP relating to any medical condition they are concerned about, and also reserve the right to refuse entry to any participant that they feel is not medically fit enough to take part. If your medical condition changes in any way after completing the medical form and before the departure date, then you must inform Across the Divide and the insurance company of these changes. 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 a compulsory term of travel that you take out travel insurance to cover any health or injury problems that arise and, if necessary, to arrange for your repatriation to the United Kingdom. Participation in the event is conditional on Across the Divide being satisfied that you have adequate insurance. If you chose not to take the insurance scheme we offer, you are responsible for ensuring you are in possession of travel insurance in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with cover and benefits equal to or greater than the insurance we offer. It is a condition of registration that in the event of an emergency, we have your authority to arrange any necessary surgical or medical treatments that you might need and to sign any consent forms on your behalf.

4. Cancellation

- (a) If you cancel your travel arrangements, then there will be no refund payable to you as your sponsorship was raised for charitable purposes. Any balance of the sum paid to us by The Friends of SPRI for your travel arrangements, after deduction of cancellation charges, which have been agreed with The Friends of SPRI, will be repaid to The Friends of SPRI.
- (b) Similarly, if we cancel your travel arrangements any refunds or compensation will be paid to The Friends of SPRI.
- (c) If cancellation occurs in circumstances where recovery of cancellation charges is indemnified under your 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 Friends of SPRI.
- (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 (acts of force majeure), then we will advise you as soon as it is reasonable to do so. If the event is cancelled due to force majeure, any refunds due would be paid to The Friends of SPRI subject to the terms of their agreement with us.

5. Destination Safety and Force Majeure

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

6. Alterations

Across the Divide and its supplier of flights, accommodation and land arrangements shall be entitled to change the details of your travel arrangements and itinerary. If a change is minor we will endeavour to notify you before departure although we are not obliged to do so nor are we obliged to pay any compensation. If a material change is necessary you will be advised as soon as possible and you will be entitled to either: -

- (a) 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 Friends of SPRI and you will have no entitlement to such sums; or
- (b) Agree to proceed with the revised arrangements for the event

For the avoidance of doubt a material change involves a change of departure or arrival airport or if outward and return flights are rescheduled by more than 24 hours. Change of airline, aircraft type or routing is not a material change.

If we are required to change the itinerary in any way during the expedition, the Expedition Leader and staff will facilitate this to the best alternative. The decision of the Expedition Leader is final. We are not responsible for changes that arise as a result of Force Majeure and are out of our control such as technical or maintenance problems with transportation, changes imposed on rescheduling or cancelling flights by an airline, war or threat of war, civil strife, industrial disputes, natural disasters, bad weather, terrorist activity or bureaucratic obstacles.

7. Standard and Quality of Accommodation and Services

The expeditions are based on twin share accommodation and two person tents unless stated otherwise. If you are joining an expedition alone you will be partnered with a person of the same sex. You may request a single room for any hotel accommodation in the itinerary subject to availability and will then be liable for the single supplement payment. Your booking is accepted on the understanding that you realise that the tourism infrastructure in relation to both travel and accommodation may be substantially lower than you would expect in the UK and you should not have unreasonable expectations of the facilities that will be provided. As a consequence we will endeavour to make sure connections and transfers go smoothly but this may not always be possible due to flight

cancellations, local political situations, weather, mechanical breakdown, or other unforeseen circumstances. Timings of air, sea, road and rail departures are therefore estimates only due to the above possible situations occurring.

8. Liability

- (a) We accept responsibility for ensuring that your travel arrangements will be as described in literature produced by us, or on our 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 Friends of SPRI any part of your travel arrangements is not provided as promised we will pay appropriate compensation if this has affected the quality or structure of your travel arrangements. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers (except for claims for death, injury or illness - see below).
- (b) Across The Divide accepts responsibility for death, injury or illness caused by negligent acts and/or omissions of us, our employees, agents, suppliers and sub-contractors whilst acting within the scope of, or in the course of their employment in the provision of any part of your 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 in such circumstances 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 event or unusual and unforeseeable circumstances beyond our control or an event which could not have been foreseen even with the exercise of all due care.
- (c) We do not accept responsibility in respect of death, bodily injury or illness of any person on one of our expeditions as a result of (but not limited to) physical exertion for which a participant is not prepared, force of nature, consumption of alcohol, civil unrest, terrorism, breakdown of equipment, high altitude, access to medical attention in remote locations and adequacy of medical facilities in country.
- (d) In respect of carriage by air, sea and rail and the provision of accommodation, the amount of compensation Across the Divide 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 conditions 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.
- (e) Any arrangements you make independently which do not form part of the event are entirely at your own risk.

9. Flights

- (a) Delays: Most flights will be arranged with scheduled airlines that will normally provide refreshment, food and accommodation where there is any substantial flight delay and where this is feasible to do. For the avoidance of doubt, Across the Divide Ltd will not arrange or pay for these facilities if there is a delay on the outward or homeward points of departure if not offered by the airline.
- (b) Flight Changes: Airlines might have to change aircraft without prior advance warning. You must check carefully the departure and check in times on your documentation and ensure that you arrive at the airport with sufficient time to check in.
- (c) Your Financial Protection: When you buy an ATOL protected flight from Across the Divide Ltd 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 Licence 6475. 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

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 travel. For EC and other passport holders please contact the relevant Embassy, Consulate or British Foreign Office for the exact requirements. It is your responsibility to ensure you have the correct passport and visa to gain access to any country/region included in the event. It is also your responsibility to ensure you obtain the proper and detailed medical advice from your GP. Where you do not do so and as a result are either not allowed to enter any country or suffer personal injury or death, we have no liability to you for any cost loss or damage that you suffer.

11. Your Contractual Requirements

By signing the application form you agree to accept the authority and decisions of our employees, group leaders, agents and suppliers while on the event. The Expedition Leader may at any time during the course of the event terminate your participation if they consider it necessary for the health or safety of you or the group. If you commit an illegal act we shall cease to have responsibility to you or for you. You must comply with the laws and regulations of the countries visited and comply with all reasonable instructions of the Expedition Leader and Expedition staff relating to the safety and organisation of the expedition. If in our opinion, or the opinion of another person in authority, that you are behaving in such a manner as to cause danger, distress, or annoyance to others or cause

damage to property, your expedition arrangements may be terminated by us, or the supplier concerned. In such an event we will cease to have any responsibility for you and will have no liability to you, nor will we make any refunds, pay any compensation or meet any costs or expenditure you incur as a result. Furthermore you must meet any expenditure we incur as a result of your behaviour. English law and the exclusive jurisdiction of the English Courts govern this contract. By signing the application form you are confirming that any legal action you might bring against Across the Divide or any of its employees will always take place within the UK

12. Risk

You are participating in an adventure challenge and it is not without risk. You must ensure that you are in a suitable physical condition to undertake the expedition as set out in the itinerary and therefore take part entirely at your own risk.

The outline itinerary for each expedition must be accepted as an indication of the event and not a contractual obligation on our part. It is a condition of joining the expedition that you accept this flexibility and acknowledge that any alterations that results in delays, discomfort, disappointment or inconvenience are possible. By accepting these booking conditions you agree to indemnify Across the Divide and the Charity against claims for loss or damage to personal property and for loss or claims arising from your own actions. If the itinerary contains cycling then helmets meeting UK safety standards must be worn. For any further activity you must agree to wear any safety clothing or equipment deemed necessary by the local service provider and Across the Divide.

13 The Charity does not provide any element of the event, but acts so solely as the agent of Across the Divide for the purpose of administering participants' booking of the event with Across the Divide. The Charity and Across the Divide do not act as partners in relation to any aspect of the event. In Across the Divide's dealings with the participants or suppliers, Across the Divide is not an agent of the Charity for any purpose.