

## TERMS AND CONDITIONS

All bookings are made with Bureau Itinerary Limited, a registered company in England and Wales with company number 8254894, and registered office at 408 Mountjoy House, Barbican, London, EC2Y 8BP, England, United Kingdom (UK) (referred to in these terms and conditions as "ITINERARY"). Your contract will be either with ITINERARY or with another supplier of travel services and this will depend on the type of arrangements you book. Your contract will be with ITINERARY if it arranges a "package" comprising at least two or more of the following services where the services are sold at an inclusive price and are taken together and where they either cover a period of more than 24 hours or include overnight accommodation: (a) transportation; (b) accommodation; and (c) other tourist services not ancillary to transportation or accommodation which account for a significant part of the arrangements. For all other arrangements, ITINERARY is the Booking Agent for the supplier, including the supplier of any package where ITINERARY acts as the agent of that supplier. In this event, your contract will be with the supplier (or suppliers) and ITINERARY accepts no responsibility for the suppliers' actions or omissions. Copies of the conditions of your contract with your supplier are available on request from us, and ITINERARY recommends that you ask for them and read them before you book so that you are aware of how they may affect your booking.

### 1. RESERVATION

1.1 Where we create a bespoke trip for you, upon your enquiry, ITINERARY establishes where and when you wish to travel, and if we are satisfied that this is feasible, we will prepare an initial itinerary for your consideration and present it to you within 7 to 21 days, depending on the complexity of your trip. A management fee is applied to the total cost, and this fee is dependent upon various factors including the logistical complexity of the trip. Should you not be satisfied with the final price, ITINERARY

will endeavour to adjust the trip to meet your requirements. The experiences we create are priced as complete packages, that include components with confidential contract rates with partners, as such ITINERARY is unable to itemise costs. If necessary, a final balance invoice will be issued to take into account additional costs incurred by ITINERARY for extras and options not covered in this arrangement. ITINERARY does not under any circumstance provide a breakdown of costs. Once the itinerary has been agreed and the contract signed and returned to ITINERARY, you will be invoiced for a portion of the full cost, usually 50% but this will vary at our discretion and depending on the nature of the trip, particularly when aircraft or yacht charters are involved. You are required to pay the remaining 50% of the trip's cost at least three months prior to its commencement. Unless otherwise stated, trips during Christmas and New Year must be paid upfront and in full.

1.2 Itinerary reserves the right to refuse to accept a reservation at any stage of the process until the invoice has been paid in full. Our experiences entail risks – and rewards – beyond those encountered at home. We always stress that our trips are a partnership with travellers. Our primary objective is to take the hassle out of a great travel experience. In return, we count on people to ensure they are healthy and fit; to prepare themselves by reading about clothing, training, medical requirements and culture-specific etiquette; to appreciate that in some countries, local living standards, practices, services and accommodations may differ from those in North America or Europe (often in delightful ways); and to understand – indeed relish – the fact that a road less travelled means a more unpredictable and more rewarding adventure.

1.3 Where ITINERARY provides you with a pre-arranged package, the package contract will be formed when we accept your booking and you have paid your deposit, if applicable.

### 2. PAYMENTS

2.1 All payments to ITINERARY are to be made by telegraphic transfer directly into the bank account of ITINERARY, as follows, Beneficiary Bank: HSBC | Beneficiary Name: Bureau Itinerary Ltd. | Beneficiary Account Number: 12183323 | Beneficiary Bank Sort Code: 40-03-33 | Beneficiary BIC Code: HBUKGB4B | Beneficiary IBAN: GB56HBUK40033312183323

2.2 An initial payment of usually 50% of the full price is payable at the time of booking (see 1.1 above).

2.3 The remainder of the price payable to ITINERARY is to be paid three months prior to the commencement of the bespoke trip and/or service.

2.4 Notwithstanding anything to the contrary contained herein, if the bespoke trip is to commence in less than three months, the full price shall be payable immediately.

2.5 If any payment remains unpaid after seven days past the due date of the payment, ITINERARY reserves the right to cancel your booking without notice. You will be liable for any costs incurred.

2.6 For pre-arranged packages, the payment terms will be provided to you before you book and must be adhered to.

### 3. PRICES

3.1 Unless stipulated by ITINERARY, all prices will be in the currency of the country where the service will be rendered for the traveller (in euros within the Eurozone, in sterling within the UK and generally in US dollars elsewhere) or at the discretion of ITINERARY.

3.2 ITINERARY reserves the right to impose surcharges in respect of cost increases incurred during the creation of your bespoke trip. These may include but are not limited to increases related to fuel, airport costs/taxes, currency fluctuations, increases levied by suppliers used for your bespoke trip or any part thereof or government action (both UK and foreign). If the increase is in excess of 10%

of the total cost, you can withdraw from the bespoke trip or package and ITINERARY will give you a full refund of all money paid to the company less an administrative charge of £500. ITINERARY will not increase the price of your holiday less than 30 days before departure and nor will it be increased if the fluctuations are less than 2%. However, you must advise ITINERARY in writing within 10 days of receiving the increased invoice in order to cancel your bespoke trip.

3.3 No refunds will be given if currency rates improve.

3.4 Value Added Tax will be included in the price wherever applicable.

### 4. AMENDMENT

4.1 If ITINERARY is your Booking Agent, your contract with your suppliers may allow the supplier to change the booking details. Where this occurs, ITINERARY will ensure that you are promptly notified of any significant changes (for example, to airline flight times and routes) but will accept no liability for the changes or costs which may result.

4.2 ITINERARY aims to run the bespoke trip as created. However, occasionally it may be necessary to make minor changes to the bespoke trip. No refund will be made.

4.3 If ITINERARY is unable to offer a significant proportion of the bespoke trip or package, you will be offered a refund or an alternative trip of equal or greater value which ITINERARY, at its sole discretion, deems suitable.

### 5. CANCELLATION BY ITINERARY OR ITS SUPPLIERS

5.1 ITINERARY reserves the right to cancel a bespoke trip or package or any part thereof. In this unlikely event, you will receive a refund of all invoices paid to ITINERARY less any losses incurred by ITINERARY.

5.2 No refund will be issued if ITINERARY is forced to cancel, or make significant changes to the bespoke trip due to circumstances beyond its control or that of its suppliers. These circumstances include but are not limited to man-made or natural disasters, acts of god, fire, explosion, adverse weather condi-

tions, flood, earthquake, terrorism, disease, pandemic, civil commotion, war, hostilities, strikes, riots or civil disturbances or acts of government and any acts which lead the British Foreign and Commonwealth Office to advise travellers against non-essential travel to your destination.

#### 6. CHANGES BY YOU

6.1 If, after our invoice has been issued, you wish to change your bespoke trip or package in any way (for example, your chosen departure date), ITINERARY will do its utmost to make your changes but this may not always be possible. Any request for changes must be made in writing.

6.2 You may be asked to pay an administration charge of £100 for each person whose travel arrangements are changed, along with any further costs we incur in making this alteration.

#### 7. CANCELLATION BY YOU

7.1 If you wish to cancel a bespoke trip or package or leave/return early, ITINERARY will endeavour to do what it can to help you make any necessary arrangements. However, all payments are non-refundable, and any additional costs incurred by ITINERARY occasioned hereby shall be your liability.

7.2 Please note that if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

#### 8. INSURANCE

8.1 Comprehensive insurance is compulsory for all persons booking on an ITINERARY bespoke trip. You must ensure that your insurance is valid for the duration of your bespoke trip.

8.2 Your insurance policy must be comprehensive and include sufficient cover, especially regarding cancellation, curtailment, theft, accident, repatriation, medical, third party, liability for injury to others and death, and loss or damage to equipment.

8.3 You must produce proof of insurance if required by ITINERARY.

8.4 You should secure your insurance cover at the earliest opportunity to ensure you are covered and in any event prior to departure or within 14 days of payment of the full invoice, whichever date is earlier.

8.5 If you live in North America, ask us whether we have travel insurance facilities that may be suitable for you.

#### 9. YOUR BEHAVIOUR AND RESPONSIBILITIES

9.1 You are expected to behave decently and with consideration towards ITINERARY, and any suppliers and fellow travellers.

9.2 You must comply with rules and regulations set by accommodation providers and all other suppliers.

9.3 ITINERARY does not accept responsibility should you suffer any injury as a result of or in connection with you skiing or snowboarding off-piste, surfing, hiking or bicycle riding.

9.4 You are responsible for looking after the accommodation where you stay during your bespoke trip. You may have to pay ITINERARY a damage deposit on rental property; this deposit will be returned to you after completion of the bespoke trip provided no damage has occurred in

the accommodation. If damage has been inflicted on the rented accommodation, all clients who occupied that property are responsible for costs incurred to rectify the damage caused.

9.5 ITINERARY reserves the right to remove any traveller or travellers from all or part of the bespoke trip if ITINERARY feels they are behaving in an unacceptable manner. ITINERARY will not be responsible for repatriation or any costs incurred, and no refund will be given as the result of being removed from the trip or part thereof.

9.6 All of your property is your own responsibility. You may be able to make a claim if the loss suffered is covered under the terms of your insurance policy.

#### 10. MEDICAL

10.1 You are responsible for telling ITINERARY and any suppliers of your holiday services of any medical or health condition that could have an effect on your ability to participate in or your performance on the trip and of any pre-existing medical problems/conditions. If your medical condition should change during the course of the trip, you must keep ITINERARY informed.

10.2 Any medical information you submit to ITINERARY will be held in the strictest confidence and ITINERARY will abide by all of its obligations under the Data Protection Act and associated legislation. In the event your trip is cancelled or curtailed because you have failed to inform us of any medical condition, you will not be entitled to any refund and we will be entitled to recover from you any loss that we have incurred.

#### 11. DOCUMENTATION

11.1 You are responsible for obtaining all required travel documentation. You must obtain any required visas and have a passport that is valid for at least six months from the date that you enter all foreign countries. It is also your responsibility to ensure that these documents are in good order and that you have them with you when necessary.

11.2 ITINERARY is not responsible for any costs incurred due to you not having the correct documentation when required.

#### 12. TRAVEL ARRANGEMENTS

12.1 You are responsible for checking in for all flights and other travel arrangements in good time and with the correct documentation. ITINERARY will not be responsible for any costs incurred by your failure to be there on time or with the required documents.

#### 13. SUPPLIERS

13.1 Some aspects of ITINERARY's bespoke trips may be run by third-party suppliers. These services and activities include but are not limited to accommodation, biking, walking, horse riding, sailing, surfing, standup paddleboarding (SUP), scuba diving, snorkelling, rafting, kayaking, canoeing, paragliding, ski and snowboard tuition, transfers, avalanche awareness courses, yoga courses, off-piste skiing and snowboarding, gliding, helicopter, hot-air balloon and other aircraft flights or charters. These aspects may be dependent on factors outside ITINERARY's control, such as weather, and if they do not run for any reason, no refund will be given.

13.2 You must acknowledge that many of the activities offered are inherently risky. ITINERARY does not accept responsibility and is not liable for any negligent acts or defaults of any supplier or any other person, company or corporation not directly under its control.

13.3 Some suppliers may request that you sign a waiver or acknowledgement of risk. If you refuse to sign, you may be excluded from that activity and no refund will be issued.

#### 14. ITINERARY'S RESPONSIBILITIES & LIMITATIONS OF LIABILITY

14.1 ITINERARY's obligation to you is to take reasonable care to properly perform the holiday contract and this is discharged when we or our suppliers take reasonable care to perform our obligations or comply with any local standards applicable to any services. We accept no responsibility for the actions or omissions of suppliers when it acts as your Booking Agent, and in such cases the rest of this clause 14 does not apply.

14.2 Although ITINERARY takes all reasonable precautions to prevent accidents or injury, you acknowledge and agree that some of the activities on the trip in which you participate do have a risk of accident and injury. Therefore, you will not take any unreasonable risks, and if you do, then you are responsible for your own actions and any loss or damage following.

14.3 ITINERARY will make all reasonable checks that guides and instructors have the appropriate qualifications.

14.4 ITINERARY will be under no liability at all if you suffer loss, death or personal injury where there has been no fault on the part of ITINERARY or its own employees or the loss and damage has been caused by circumstances over which ITINERARY could not reasonably foresee or prevent or are caused by a third party unconnected with the provision of your trip or by your fault.

14.5 Subject to these terms and conditions ITINERARY will not accept responsibility for death, injury or illness.

14.6 ITINERARY does not accept responsibility for unusual and unforeseen circumstances beyond

our control where the consequences could not have been avoided even if all due care had been exercised or could not have been foreseen or forestalled.

#### 15. CURRENCY REFUNDS

15.1 All refunds made by ITINERARY will be made in the currency originally used to make the relevant payment.

#### 16. COMFORT & RISKS

16.1 As already highlighted in these terms and conditions, whilst we believe our trips provide benefits and rewards, they also entail the risk of loss and damage and injury. Therefore, while we try to see that you have a great trouble-free experience, you will be aware that local standards, practices, travel conditions, facilities, safety standards, services and accommodation differ and may be of a lower standard and less comfortable than the United Kingdom and that which you are used to, and we and our suppliers are not obliged to meet any higher standard. On the contrary, we hope this makes for a more authentic and rewarding adventure.

#### 17. COMPLAINTS

17.1 Any complaints or suggestions about your trip should be made to ITINERARY at 19 Albion Square, LG, London E8 4ES, United Kingdom, and every effort will be made to reach an amicable solution.

17.2 If an amicable solution cannot be agreed, you may send your complaint or suggestion in writing, within 28 days of the end of your bespoke trip, to ITINERARY. Please note that any complaint about services or suppliers must be made known to us immediately, failing which we cannot be liable for any problem we were not given the opportunity to rectify.

#### 18. LAW & JURISDICTION

18.1 These terms and conditions and all disputes arising out of or in relation to the contract entered into between ITINERARY and you will be interpreted in accordance with and governed by the laws of England and Wales.

18.2 In entering into a contract with ITINERARY you accept that any dispute arising from such contract will be subject to the exclusive jurisdiction of the English courts.