

## BOOKING TERMS & CONDITIONS

Your package holiday booking is with Discover the World Limited (Company number 02295449) of 2<sup>nd</sup> Floor, One Dorking Office Park, Station Road, Dorking, Surrey, RH4 1HJ (“Discover the World”, “we”, “our” or “us”).

A. These Booking Conditions, together with our privacy policy (<https://www.discover-the-world.com/privacy-policy/>) and booking confirmation/invoice form the basis of your contract with us (“the Contract”). In these booking conditions, “you” and “your” means the lead name (who must be aged 18 or over) and all persons named on the booking (including anyone who is added or substituted at a later date). The lead name is responsible for the administration of the booking and warrants that they have the authority to make the booking (and any amendments) on behalf of all the persons named on the booking. The lead name shall be liable for:

- (i) the full payment of any deposits and balances to us; and
- (ii) the payment of any amendment fees or cancellation charges; and
- (iii) confirming all passenger details to us; and
- (iv) the passing on to all persons in the booking of any and all information issued by us including, without limitation, the Contract.

Before making a booking with us, you must ensure you have read and understood the booking conditions and, by asking us to confirm your booking/trip, you are regarded as having read, understood and agreed to the Contract.

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 any and all such holiday/trip arrangements, unless otherwise stated.

### B. Contact:

To contact us, telephone: 01737 218800, or email: [travel@discover-the-world.co.uk](mailto:travel@discover-the-world.co.uk).

We shall contact you, via the lead name on the booking, by email and/or phone (including mobile).

---

## KEY POINTS

We will issue a booking confirmation/invoice after you have confirmed your booking with us and paid a deposit. If you then cancel, additional cancellation charges will be applicable, depending on how much notice you give us prior to your planned departure date, in addition to you forfeiting the deposit that you have paid. The cancellation charges may go up to 100% of your total booking cost. See Clause 4 for further information.

You can make changes to and/or transfer your booking in certain circumstances, but we make a charge for doing this. We may also, on rare occasions, change or cancel your booking with us - see Clause 5 for further information.

### Your Financial Protection:

We are a member of ABTA (The Travel Association) and we provide protection for your money via ATOL and ABTOT.

For air-inclusive trips from/to the UK you are protected by our Air Travel Organisers Licence (ATOL) 2896 issued by the Civil Aviation Authority (CAA).

For holidays that do not incorporate a flight or, for flight inclusive packages purchased directly with Discover the World, where the initial flight from your home country is outside of the UK and included in the package price of the holiday, you are protected by the Association of Bonded Travel Organisers Trust Limited, number 5213. See Clause 15 – Protecting your Money, for further information.

---

## 1. BOOKING

All information provided in the brochure/website is, to the best of our knowledge or belief, correct at the time of publication. We will advise you, at the time of booking, of any changes that we believe will affect your enjoyment of the holiday. Please advise us if there is any advertised facility which you believe is fundamental to your holiday, so that we can give you the latest information before you book.

When you ask us to proceed with a booking you will be required to pay as a minimum, a deposit which will vary dependent on the specific holiday you are booking. This will be detailed in your holiday quotation and/or advised at the time of booking. It may also be necessary to collect payment at the time of booking for other non-refundable costs e.g., flight tickets. In some circumstances, you may be required to make full payment for the holiday at the time of booking.

The Contract is made between us once we have accepted your booking, all components of your booking have been confirmed, we have issued you with our written booking confirmation/invoice and you have paid the necessary payment to us. If we cannot accept or confirm the booking, any money paid will be promptly refunded and no Contract shall be deemed to have been formed between us. On receipt of the booking confirmation/invoice it is important that you check the details and if there are any inaccuracies then they must be notified to us immediately. It may not be possible to make changes or corrections later, otherwise additional costs may be incurred which we will have to pass on to you.

Many of our holidays are based on specially negotiated airfares booked in a specific airline booking class. At the time of booking if these fares are not available, we will endeavour to secure an alternative air fare and advise you of any additional cost, before issuing you with a confirmation/invoice. Please note that most special air fares are non-refundable and non-changeable.

## 2. PAYMENT

We hold your deposit (and any additional payment required at the time of booking) towards the full cost of the holiday. The remaining balance due must be received by us no later than the final payment due date shown on your quotation and/or booking confirmation/invoice, as appropriate to your holiday. 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 - Cancellation by You, will apply.

**Ways to Pay** - we accept payment by Visa, MasterCard, American Express, 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 or liable for any such charges.

## 3. YOUR HOLIDAY PRICE

- a) Prior to booking you will receive a detailed 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 or quoted 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 shown on our website and in our brochures, but on occasion there may be an unfortunate pricing error. We cannot be held liable for any inaccuracies on our website or in our brochures. Prices in our brochures and/or on our website are calculated on rates of exchange linked to those available to us at the time of publishing; and are based on rates previously secured, or our view of currency exchange rates applicable at the time a booking is made.

We reserve the right to correct any such errors to advertised or confirmed prices as soon as 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 and provide a full refund of any monies you have already paid (except for any amendment charges). Alternatively, you may amend your booking or select an alternative holiday at the applicable and correct price.

Subject to these conditions, once we have confirmed your booking, the price is fully guaranteed and will not be subject to any additional 'surcharges', which means any increase due to changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes

or fees imposed by third parties, including tourist taxes, landing taxes or embarkation or disembarkation fees at port and airports or exchange rates. Similarly, in order to offer this guarantee, no refund will be due as a result of any downward price revision.

### **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.

### **Accommodation Shares**

Cruise passengers travelling on their own but not wishing to pay a single supplement can opt to share a twin or triple cabin with other same sex passengers (subject to availability at the time of booking), if permitted by the voyage operator. Should the voyage operator provide hotel accommodation as part of the voyage itinerary, then this will be on the same share basis as the cabin. If a booking is accepted on this basis but we are unable to accommodate you in a share cabin then a cabin with sole occupancy (or double occupancy for triple shares) will be offered instead, and no single supplement will be payable. For our land-based tours we are unable to guarantee a share basis and single supplements will apply, unless we are approached by other passengers who are willing to share.

## **4. CANCELLATION & VARIATION BY YOU**

### **Cancellation by You**

If you or any member of your party wish to cancel your holiday, or if you fail to pay the full cost of the holiday by the balance due date, you will be liable to pay the charges detailed below or as otherwise as specified on your booking confirmation, in addition to be liable for any non-refundable items\*. In the case of your failure to pay the balance by the balance due date, the cancellation costs and charges will be calculated at the date that we deem your booking to have been cancelled by you. Written notification of any cancellation should be communicated by the lead name and must sent to us in writing either by email to [travel@discover-the-world.co.uk](mailto:travel@discover-the-world.co.uk) or by sending a letter by recorded delivery to our Operations Department. The cancellation charge will be calculated according to the date notice is received by us, or the date upon which your cancellation is treated as occurring because of non-payment.

\*Non-refundable holiday costs charged for at the time of booking include, without limitation, the deposit paid on your booking, the full cost of any and all air tickets or other transportation tickets, any insurance premiums and any amendment charges. Additional accommodation costs for reduced occupancy or other chargeable extras such as, without limitation, car rental, minibuses, excursions, tours and other transportation tickets may be payable in the event that one or more passengers cancels but where remaining passengers still wish to travel.

The cancellation charges below shall be payable in addition to the non-refundable costs and shall be applied to the remainder of the holiday cost.

**Group/Wedding Bookings** - cancellation charges will apply to any guests of group and/or wedding bookings who may wish to cancel their part of a group booking, in the unlikely event of cancellation by the lead name and/or persons to be married and/or any other person(s) who are included in the group and/or wedding booking.

**Note:** 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.

**Cancellation Charges:**

Notice received before departure date / % amount of total booking value charged.

Standard cancellation terms	Up to balance due date: deposit	After balance due date to 43 days: 50%	42-33 days: 60%	32-15 days: 90%	14-0 days: 100%
Canada; Alaska; Polar; Icehotel Sweden; December/January stays at Nellim Group Resorts Finland & Apukka Resort Finland; Gourmet Greenland Experience	Up to balance due date: deposit	After balance due date: 100%			

**Variation by You**

**Booking alterations:** If, after our booking confirmation/invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes (subject to agreement by our suppliers) but it may not always be possible. Any request for changes to be made must be made in writing by the lead name on the booking. You will be required to pay an administration charge starting from £25 per person for a minor amendment, in addition to any additional booking costs as a result of the changes made, including any changed occupancy costs, reduced passenger calculations and any applicable cancellation charges following any cancellation of an individual in your booking, or the cancellation of an entire booking (see point 4 - Cancellation by You). You should be aware that these costs could increase the closer to the departure date and you should therefore contact us as soon as possible. We reserve the right to charge additional fees for more significant amendments, depending on the cost and work caused to us by the requested change.

**Note:** Certain travel arrangements may not be amended after a reservation has been made, for example, some airlines may require payment of 100% cancellation charges in addition to the cost of a new ticket for ANY variation that is made, and changes to other arrangements may also incur a cancellation charge of up to 100%. These charges are payable in addition to our additional costs and charges.

**Booking transfer:** Subject to Clause 4, you can transfer your existing booking to another person suggested by you, by giving us notice in writing at least 7 days before departure. The replacement traveller must satisfy and fulfil any conditions that apply to the holiday and must agree to the Contract. All costs as a result of the transfer shall be the responsibility of the lead name and the new traveller and payment must be made to us before we can process the transfer. The cost of the transfer will consist of both an administration charge of £50 and any costs which our suppliers may impose. \*

**Note:** Certain travel arrangements may not be transferrable after a reservation has been made, for example, some airlines may require payment of 100% cancellation charges in addition to the cost of a new ticket for ANY variation that is made, and changes to other arrangements may also incur a cancellation charge of up to 100%. In all cases, insurance premiums are not transferable.

*\* If you are unable to travel, you may wish to check whether cover is provided for your cancellation within the terms of your travel insurance policy as this may incur less cost to you.*

**While on holiday:** If you decide to cut short your holiday for your own reasons; or choose not to stay at accommodation that has been booked for you, or not take any pre-booked meals, excursions or other holiday components, then we are unable to offer you any refund or cover any costs. Depending on the circumstances, your travel insurance may offer cover for such curtailment by you, so we suggest that you check the conditions and requirements of your policy.

**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, or cancel confirmed bookings, events or activities. Holidays to remote and, in some cases, underdeveloped parts of the world carry the risk that parts of the holiday may be subject to alterations beyond our control, sometimes

at short notice. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

### **Cancellation by Us:**

We reserve the right to cancel your booking. We will not cancel your confirmed booking after the final 'balance due' payment date, except for where there are unavoidable and extraordinary circumstances (see Clause 6), or failure by you to pay the final balance of your holiday.

**Minimum Numbers** - 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 and will notify you prior to the final 'balance due' payment date. Please note that in such cases we are not able to accept responsibility for any costs you may have incurred, including costs of other travel arrangements made in association with the cancelled holiday, unless booked through Discover the World.

We are happy to give you an indication at any time of the current number of passengers booked on a trip, but this should not be taken as any guarantee whether the tour will or will not go ahead as booking numbers can fluctuate. There may be certain circumstances when a tour may operate with less than the minimum number than the advertised group size, but this will be at the sole discretion of Discover the World.

If your holiday is cancelled you can either have a refund of all monies paid to us or accept an alternative holiday of comparable standard and price from us, if we can offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you, we will:

- a) provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
- b) pay compensation as detailed below, except where the cancellation or significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

### **Variation by Us:**

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include a change of airline or aircraft type, alteration of your outward/return flights by less than 12 hours, change of London or local airports and/or local connecting transport and changes to supplementary arrangements such as excursions, or change of accommodation to another of the same or higher standard.

Occasionally, we may have to make a significant change to your booking, such as a change to destination, a change to your accommodation to a lower rating or a change in flight time of more than 12 hours. If we make a significant change to your booking, you can:

- (i) accept the change offered by us: or
- (ii) cancel your booking and receive a refund of all monies you have paid to us; or
- (iii) accept an alternative holiday of the same or similar standard and price, where we can offer one (we will refund any price difference if the alternative is of lower value); or
- (iv) purchase an alternative holiday of your own choice, subject to availability and payment of any additional applicable cost difference.

We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given, your booking may be cancelled. If you choose to cancel and accept a full refund of monies paid to us, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse the policy.

If we make a significant change to your booking we will pay you compensation as detailed below, except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Period before departure when a significant change or cancellation is notified to you (compensation per adult/children will receive 50%):

For holidays other than those to destinations specified below:

More than 60 days before departure: <b>Nil</b>	60-22 days: <b>£20</b>	21-15 days: <b>£30</b>	14-8 days: <b>£40</b>	7-0 days: <b>£50</b>
---	---------------------------	---------------------------	--------------------------	-------------------------

For Polar Holidays (only):

Prior to balance due date: <b>Nil</b>	Up to 42 days before departure: <b>£25</b>	41-28 days before departure: <b>£50</b>	27-14 days before departure: <b>£75</b>	13-0 days before departure: <b>£100</b>
--	---	--	--	--

**Overbookings:**

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.

**6. CIRCUMSTANCES BEYOND OUR CONTROL**

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation, reimburse expenses, or cover losses 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 unavoidable and extraordinary events and/or circumstances beyond our control (also referred to as 'force majeure events'). 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, without limitation, actual or threatened war, riot, civil unrest and/or strife; terrorist activity and/or its consequences (including suspected terrorist activity and all action taken during any "terror alert"); industrial dispute; natural or nuclear disaster; adverse weather conditions; flood; volcanic eruption; epidemics and pandemics; health risks; unavoidable and/or unforeseeable technical problems with transport; airport, port or airspace closures, restriction or congestion; flight or other travel restrictions imposed by any regulatory authority or other third party and any other action from governments in the UK or overseas (including the UK Foreign, Commonwealth & Development Office advising against all but essential travel to any destination, region or country); air traffic management decisions (that may result in long or overnight delays or cancellations); sanctions; fire; concert/event changes or cancellation and all events outside our or our suppliers control. BREXIT – at this current time and until negotiations are completed and full details known, it is not possible to foresee any impact, changes or restrictions there may be on flight operations between the EU and the UK or the effect this may have on booked holiday arrangements.

We may be forced to change or terminate your holiday after your departure, but before the scheduled end of your holiday, as a result of unavoidable and extraordinary events and/or circumstances beyond our control. In this very unusual situation, we regret we cannot make any refunds (except where we are able to obtain refunds from our suppliers), or pay any compensation, or be responsible for any costs or expenses incurred by you as a result. We will however, where you have booked a flight inclusive package, provide repatriation back the UK or up to 3 nights' accommodation, where applicable. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

**Excursions, snow-based holidays and activities** - Worldwide weather patterns are becoming ever more erratic and unpredictable, even in traditional winter season holiday destinations. If it is not possible to operate snow-based activities or other excursions, the local providers will endeavour to offer alternatives if

this is possible. Other weather factors can also dictate whether certain activities can operate. Such circumstances are totally beyond our control and by confirming your booking with us, you are deemed to have accepted these risks and proceed with your booking on this basis.

**Public Holidays, Sporting & 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 any specific details that may be relevant to your holiday or accept any responsibility for any disruption that may be caused. During public holidays, shops, restaurants and tourist attractions may also be closed.

**Third-Party Information & Websites** - your booking is based on the information supplied to you by Discover the World. We understand you may conduct additional research into your holiday through other third parties and associated websites but, as we have no control over such information, any such information does not form any basis of our Contract with you.

**WiFi** - where the provision of Wi-Fi may be indicated in a property description, no guarantee is given or implied that it will be operative during your holiday and its availability is outside our control. Some properties may charge for this service and the areas where it is available may be limited and not necessarily available in guest rooms. In all cases, no compensation or refunds (or part thereof) will be paid in the event that it is not available for whatever reason.

**Dietary Requests & Allergies** - even nowadays, in some destinations, basic well known dietary requirements (such as vegetarian, gluten free, etc.) are often misunderstood and seldom catered for adequately, despite the best intentions and assurances from hoteliers and restaurateurs. We cannot accept detailed lists of specific dietary or food preparation requests and are unable to accept any other requests (e.g. personal preferences) that are not for medical or religious reasons. While we are happy to pass on any such requests, we cannot guarantee that they will be fulfilled, nor can we guarantee choice or availability - especially with any airline meal options. N.B: It is your responsibility to double check and reconfirm any allergy or dietary requirements directly with the various holiday accommodation and other suppliers prior to travel and once in destination.

**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 or liability 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 suitably qualified person and, in this event, this will not be deemed as a significant change to your arrangements and/or booking. In addition, it is not possible to guarantee sightings of any wildlife, or any natural phenomena.

Subject to Clause 10, certain holidays involve risks and hazards of travel to and in remote and/or uninhabited areas where injury, illness, death, delay, or unanticipated events may occur as a result of forces of nature, wildlife and adverse weather conditions. Medical services or facilities may not be readily available or accessible in some parts, and the medical facilities that do exist could be of inferior quality compared to what is available at home. In remote regions risks may include but are not limited to: mechanical breakdown of expedition vehicle(s); becoming stranded in remote and/or uninhabited areas; being subjected to rugged terrain and a harsh climate; encounters with wild animals, insects and pests, and the possibility of illness, injury or death from the uncontrollable and unpredictable behaviour of wild animals in their natural habitat; the possibility of not seeing certain animals; and dangerous weather and climate conditions.

## **7. FOREIGN COMMONWEALTH & DEVELOPMENT OFFICE (FCDO) - TRAVEL ADVICE, HEALTH, VISAS & DOCUMENTS**

a) Ensuring that you have a valid passport, driving license and visa (if required) - or any other immigration and/or travel requirements including, without limitation, inoculations and health certificates specific to the destination to which you are travelling - are your responsibility and you should check the requirements for the

relevant country(ies) to, or through which you are intending to travel before booking. Any and all associated costs in this respect, are your responsibility. We do not accept any responsibility or liability if you cannot travel because you have not complied with any passport, visa, health or immigration requirements.

b) Essential information for British citizens (only), including health, passport and visa requirements along with up-to-date FCDO travel, safety and security advice can be obtained from <https://www.gov.uk/travelaware>. We also strongly recommend that you sign up for the latest email updates as travel and safety information can change at any point, without notice.

c) If you or any member of your party is not a British citizen or holds a non-British passport, 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 and consult the relevant authority for the latest travel and safety advice for the destinations you are visiting.

d) We recommend that you consult your doctor well in advance of travel for the latest advice on inoculations and health certificates. You can also obtain the latest health information ahead of travel by visiting the National Travel Health Network and Centre (NaTHNaC) website <https://www.travelhealthpro.org.uk>.

## **8. 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 loss or damage associated with or arising out of such use or planned use, nor for any loss or damage which has special financial consequences. If you do intend to use one of our tours for any such purpose(s) you should obtain full and adequate insurance in respect of it and for any special equipment you may decide to bring with you on such tours.

## **9. 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, directors, 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, quiet enjoyment or happy progress of a holiday, you may be excluded from all or part of the tour and/or we may consider your holiday as having been terminated by you. In this event, any additional costs incurred by you as a result of such exclusion and/or termination will be your responsibility. In case of ill health, you should obtain full and adequate insurance for your holiday in order to cover any medical and repatriation costs and we reserve the right to recover any costs from you that we may incur in making any such arrangements of your behalf, or as we see fit.

## **10. OUR LIABILITY TO YOU**

We make every effort to ensure that the holiday arrangements we have agreed to provide and perform as part of our Contract with you are provided and performed with reasonable skill and care.

We will accept responsibility for death or personal injury caused by negligent acts and/or omissions of ourselves, our employees, agents or suppliers in providing and performing your holiday arrangements. In such cases, we will pay to you such damages as might have been awarded in such circumstances under English Law subject to the English jurisdiction.

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

- (a) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party; and/or
- (b) the act(s) and/or omission(s) of a third party not connected with the provision of your holiday; and/or
- (c) unavoidable or extraordinary circumstances (e.g. an event of force majeure or circumstance beyond our control).
- (d) the use of our services for special projects or research whether in connection with study, employment or otherwise.



We cannot accept responsibility for any services which do not form part of our Contract with you. This includes, without limitation:

- (a) any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised or agreed as forming part of your Contract with us (including, without limitation, any flights and/or additional accommodation that do not form part of our Contract with you); and
- (b) any activity, tour or excursion you purchase in resort.

Our liability, except in cases involving death or personal injury, shall be limited to a maximum of three times the cost of your travel arrangements (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total, unless a lower limitation applies to your claim under clause b) below. Our liability (if we are found liable to you on any basis) will also be limited in accordance with and/or in an identical manner to:

- a) These booking conditions; and
- b) Any relevant and applicable international convention(s) and/or conditions of carriage. You agree that the airline and/or transport company's own conditions of carriage will apply to you on the relevant part of your journey. When arranging this transportation for you we rely on the terms and conditions contained within these International Conventions and those conditions of carriage. You acknowledge that all of these terms and conditions form part of your Contract with us as well as with the those of the airline and/or transport company. The airline's terms and conditions are available on request. Please note that strict time limits may apply for the notification to airlines for loss, damage and delay to luggage. We are regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these conditions of carriage or any conventions.

You can ask for copies of the conditions of carriage or the international conventions, from Discover the World.

When making any payment to you under this clause, we are entitled to deduct any money which you have received or are entitled to receive from the carrier and/or transport provider for the complaint or claim in question.

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 (including any loss of earnings incurred by any client who is self-employed).

### **Overseas Safety Standards**

It is the local laws and regulations of the country in which your claim or complaint occurred which will be used as the basis for deciding whether the services in question had been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK. Please note, it is your responsibility to show that reasonable skill and care had not been used if you wish to make a claim against us. Also bear in mind that standards of safety, hygiene, and/or quality may vary and, as such, the services and transport included in your tour may differ to the more stringent standards of the UK or your home country. Including for example, the absence of seatbelts on coaches contracted outside the UK as this is not always a legal requirement elsewhere.

### **Covid-19: Limitation of liability**

We both acknowledge the ongoing COVID-19 global crisis and accept our obligations to comply with any official guidance from the UK FC&DO and the relevant government department of the country(ies) you are visiting and travelling through, where applicable

- (i) Please note that we will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances: If you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time.

If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

- a. Postponing your holiday to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your holiday, such as the flight, as well any increase in cost imposed by other suppliers);
- b. If not everyone on the booking is affected, you will have the right to transfer your place on the holiday to another person nominated by you, subject always to the requirements of clause 4 (booking transfer);
- c. Cancelling your holiday, in which case we will impose our standard cancellation charges as at the date of cancellation by you. You may be able to claim these costs back from your travel insurance.

If this happens whilst you are on your holiday, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs for you.

- (ii) You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with the holiday, or that portion of the holiday.

You also acknowledge that the suppliers providing your holiday, including airlines, hotels and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19, and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability. We do not expect these measures to have a significant impact on your enjoyment of the holiday and all measures will be taken with the purpose of securing your safety and those around you.

## **11. TRAVEL DELAYS & CARRIAGE BY AIR**

Should delays due to weather conditions disrupt your itinerary, additional costs may be incurred and these would be your responsibility. You will be assisted by the airlines in accordance with the airlines' policy on delay. We cannot accept liability for any delay which is due to unavoidable or extraordinary circumstances, or in the event you or anyone in your booking is disruptive, or anyone of the passengers on the flight are disruptive or fails to check in or board a flight on time.

Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. You are required to make any claim under this regulation directly with the airline, but if your airline does not comply with these rules you should complain to the Civil Aviation Authority on 0207 453 6424 <https://www.caa.co.uk>.

Where long flight 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.

Due to the nature of some of our holidays, we may recommend additional pre or post-tour nights at the destination to allow for delays due to ice, sea or weather conditions. Should you choose not to take this advice, then we cannot be held responsible or liable for any subsequent losses that you may incur and you should therefore ensure that you have adequate insurance provisions in place to cover such eventualities.

We are unable to guarantee that all parties will be seated together. With some airlines it is possible to request, or in some cases, reserve certain preferred seats on the aircraft (most airlines will make an additional charge for this). We are happy to assist with this but this is an additional service over and above your contractual arrangement for 'carriage by air' with the airline. Airlines reserve the right to make changes to any specific seat numbers for operational or safety reasons either before, or on the day of departure and you will be notified of any such change upon check-in. Where applicable, any additional charge made for pre-booking specific seats, will be refunded.

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 [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban_en)

In accordance with EU Regulations we are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/the carrier are unable to offer you a suitable alternative, the provisions of point 5, "Cancellation and Variation by us" will apply.

We are not always in a position at the time of booking to confirm the flight timings, which will be used in connection with your flight. The flight timings shown in our brochure, on our website and/or detailed on your booking confirmation/invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, 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 air or other travel tickets approximately 2 weeks before departure. You must check your tickets very carefully immediately on receipt to ensure you have the correct and up to date flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs. Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

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 contact this office.

## 12. INSURANCE

It is a condition of booking with us that you obtain sufficient and adequate travel insurance for your holiday, effective from the time you make your booking with us. If you decide not to take out the Discover the World policy (available to EU residents only), it is your responsibility to ensure that you have suitable adequate alternative travel insurance cover in place, and be satisfied that this fully covers your own personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you travel without adequate and suitable insurance cover, Discover the World will not be liable for any losses or costs whatsoever that may arise as a result of your failure to do so. The cost of repatriation, medical and other treatment overseas can be extremely high and we are unable to assist in meeting any such costs. For some holidays you will be required to provide copies of your insurance documents. For **Polar holidays** you must obtain specialist cruise travel insurance, including cover for emergency repatriation, even if your ship provides cover for emergency evacuation. Most travel insurance policies do not cover activities which the insurers consider to be hazardous or risk activities. If you intend to take part in any such activities, you must obtain appropriate specialist insurance cover.

### **13. SPECIAL REQUESTS, MEDICAL CONDITIONS, DISABILITIES & REDUCED MOBILITY**

If you or any member of your party 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 booking confirmation/invoice or any other documentation is not confirmation that the request will be met. Unless and until expressly confirmed to you, all special requests are subject to availability.

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, disability or have any reduced mobility which may affect your holiday (including any which affect the booking process), you must tell us before you confirm your booking so that we can assist and/or advise 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, disability or reduced mobility 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.

### **14. COMPLAINTS & ASSISTANCE ON HOLIDAY**

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. If a problem remains unresolved during your holiday please follow this up after your return home, ideally within 28 days in writing to Discover the World giving your booking reference and all other relevant information. We will reply to you within 28 days of receipt of your letter and in accordance with the ABTA Code of Conduct. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint while on holiday we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. Please also see details of ABTA membership below.

If you're in difficulty whilst on holiday and ask us to help, we will provide appropriate assistance without undue delay, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary distance phone calls/emails. In the event that the difficulty is caused intentionally by you or one of your party, or as a result of the negligence of you or one of your party, then we may charge a reasonable fee for providing such assistance.

**ABTA Membership** - 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 <https://www.abta.com>.

### **15. PROTECTING YOUR MONEY**

We provide full financial protection for our package holidays.

For flight-based holidays (see point 2 below for non-flight packages or flight inclusive packages that commence outside of the EU) this is through our Air Travel Organiser's Licence Number 2896, managed by the Civil Aviation Authority, Gatwick Airport South, RH6 0YR. [www.caa.co.uk](http://www.caa.co.uk).

1. 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.

2. For all other packages, The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Discover the World Ltd. No. 5213, and in the event of their insolvency, protection is provided for the following:

- Non-flight packages

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Discover the World Ltd.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call the ABTOT 24/7 helpline on **01702 811397** and advise you are a customer of an ABTOT protected travel company.

The Package Travel and Linked Travel Arrangements Regulations 2018 can be found here – <https://www.legislation.gov.uk/ukxi/2018/634/contents/made>

**Travel Agent Bookings:** If you book a flight-based holiday through a UK travel agent rather than directly with Discover the World Ltd., all monies you pay to the travel agent are held by them on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by them, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by them on our behalf at all times.

## 16. DATA PROTECTION

At Discover the World, we are committed to protecting your privacy and, as such, we comply with the Data Protection Act 2018 and follow strict procedures for controlling and/or processing personal data supplied by you during the booking process for the purposes of fulfilling the contract between us, including telephone calls that may be recorded for training and monitoring purposes. Full details of our Privacy Policy can be found on our website <https://www.discover-the-world.com/privacy-policy/>. This Privacy Policy describes how we treat the personal information you provide to us (online, via phone, text, email, letters or other correspondence) when you use Discover the World's products and services, why we collect it and how we use it to improve your experience.

## **17. LAW AND JURISDICTION**

Your Contract with us will be governed by the law and jurisdiction of the English Courts unless you live in Scotland. If proceedings are brought in Scotland, you may choose to have your Contract and any claim governed by the law of Scotland as applicable (but if you do not so choose, English law will apply).

Company Registration No. 2295449

Registered Office: 2nd Floor, One Dorking Office Park, Station Road, Dorking, Surrey, RH4 1HJ

VAT Reg. No. 224 4973 02

***Dated: 9 November 2022***