

USA BOOKING TERMS & CONDITIONS

Your package holiday booking is with Discover the World Ltd., Arctic House, 8 Bolters Lane, Banstead, Surrey SM7 2AR. Telephone: 01737 218800, email: travel@discover-the-world.co.uk. These Booking Conditions set out the terms on which you contract with us and this contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts.

In these booking conditions, **you** and **your** means all persons named on the booking (including anyone who is added or substituted at a later date). **We**, **us** and **our** means Discover the World Ltd. 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 such holiday arrangements unless otherwise stated.

KEY POINTS

You enter into a booking with us when we issue our booking confirmation/invoice. If you then cancel, there will be cancellation charges. Initially as a minimum this may only be a deposit, but can go up to 100%.

You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking. We will pay you compensation in certain circumstances.

We are responsible to you for providing your holiday but there are legal limits.

We are a member of ABTA (The Travel Association) and we provide protection for your money. For air-inclusive holidays from/to the UK you are protected by our Air Travel Organisers Licence (ATOL) 2896 issued by the Civil Aviation Authority (CAA), and for holidays not incorporating 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 point 15. Protecting your Money, of these booking conditions.

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 of any changes that are fundamental to the contract, or which we believe will affect your enjoyment of the holiday. Please advise us if there is any requirement, which you believe is fundamental to your holiday so that we can give you the latest information at time of booking.

When you ask us to proceed with a booking you will be required to make a (minimum) deposit payment 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 the case of bookings made after the balance due date, we will require full payment for the holiday.

You must be at least 18 years old to make a booking and you guarantee that you have the authority to accept, and do accept, these terms and conditions for all members of the party (including anyone who is added or substituted at a later date), and in particular payment for all the persons on the booking. We reserve the right in our absolute discretion to refuse to accept any booking without necessarily specifying a reason.

A contract is made when we accept your booking and issue our written booking confirmation/invoice. If we cannot accept or confirm the booking, any money paid will be promptly refunded. On receipt of the booking confirmation/invoice it is important to check the details and if there is any inaccuracy this must be notified to us immediately. It may not be possible to make changes or corrections later, or 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. 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 balance 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 point 4 - Cancellation by You, will apply.

Ways to Pay - we accept payment by Visa, MasterCard, 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 for making an overseas payment and we cannot be responsible 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 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. Alternatively you may amend your booking or select an alternative holiday at the applicable and correct price.

- c) 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.
- d) Prices in our brochures and/or on our website are calculated on rates of exchange linked to those available to us; either based on rates previously secured or our view of currency exchange rates applicable at the time payments are due.

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 within the specified time, you will be liable as a minimum, to pay the charges detailed below up to the point of cancellation, in addition to any non-refundable items*. Or in the case of failure to pay, at the date that we deem your booking to have been cancelled. Written notification from the person who made the booking must be received at our offices. The cancellation charge will be calculated according to the date this is received, 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, including air tickets will be charged at 100% and the charges shown below will then apply to the remainder of the holiday cost. Insurance premiums and amendment charges are not refundable. Additional accommodation costs for reduced occupancy or other components, may be payable in the event that one or more passengers cancels but where remaining passengers still wish to travel.

Group/Wedding Bookings - cancellation charges will apply to any guests of group / wedding bookings who may wish to cancel in the unlikely event of cancellation by the lead booking/passenger.

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.

Iceland, Greenland & Faroes Norway, Sweden & Finland New Zealand, Australia & Pacific Latin America (land only arrangements)	More than 60 days: deposit	60-22 days: 50%	21-15 days: 75%	14-8 days: 90%	7-0 days: 100%
Namibia, South Africa, Zimbabwe, St Helena	More than 60 days: deposit	60-45 days: 50%	44-28 days: 60%	27-15 days: 75%	14-0 days: 100%
Botswana	More than 90 days: deposit	90-45 days: 50%	44-0 days: 100%		
Canada, Alaska & Polar Holidays	Prior to balance due: deposit	Within balance due date: 100%			

We will observe travel advice provided by the UK Foreign & Commonwealth Office. Should circumstances dictate, you can cancel your booking without paying cancellation charges if the performance of your holiday, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be cancelled and for you to receive a full refund.

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 from the person who made the booking. You will be asked to pay an administration charge starting from \$30 per person in addition to any additional booking costs as a result of the changes made, including any changed occupancy costs following a cancellation (see point 4 - Cancellation by You). You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Additional fees may be charged, depending on the cost and work caused to us by the requested change.

Note: Certain travel arrangements may not be changeable after a reservation has been made, for example, some airlines may require payment of 100% cancellation charges and the cost of a new ticket for ANY variation that is made, and changes to other arrangements may incur a cancellation charge of up to 100%.

Booking transfer: You can transfer your existing booking to another person suggested by you (subject to

agreement by our suppliers)*, 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 all costs of the original booking, and both you and the new traveller are responsible for paying all costs we incur before the transfer can be made by us. The cost of the transfer will consist of both an administration charge of \$60 and any costs which our suppliers 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 and the cost of a new ticket for ANY variation that is made, and changes to other arrangements may 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 not stay at accommodation that has been booked for you, 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, 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 unavoidable and extraordinary circumstances (see point 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 (as detailed within the holiday description shown on our website) 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.

If your holiday is cancelled you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we 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, as a minimum, 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.

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. If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package, you will have rights set out below.

- We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of lower value) or purchase an alternative holiday subject to availability and applicable cost. 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 accept a refund, 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 the policy,
 - b) pay compensation as detailed below, as a minimum, 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 person):

For holidays other than those to destinations specified below:

More than 60 days before departure: Nil	60-22 days: \$25	21-15 days: \$40	14-8 days: \$50	7-0 days: \$60
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For Polar Holidays (only):

Prior to balance due: Nil	Up to 42 days: \$30	41-28 days: \$60	27-14 days: \$90	13-0 days: \$125
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For Namibia, Southern Africa & St Helena Holidays (only):

Prior to balance due: Nil	Balance due - 45 days: \$25	44-28 days: \$40	27-15 days: \$50	14-0 days: \$60
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Very rarely, we may be forced by circumstances beyond our control (see point 6) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain these from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

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 \$60 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 circumstances beyond our control. 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 actual or threatened war, riot, civil strife, terrorist activity and its consequences (including suspected terrorist activity and all action taken during any error alert), industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport, airport or airspace closures, as well as other air traffic management decisions (that may result in long or overnight delays or cancellations), fire, concert/event changes or cancellation and all similar events outside our control. This list is not exhaustive. 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.

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 you therefore 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 specific details that may be relevant to your holiday, or accept any responsibility for 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 this 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 refund 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 (eg. personal preferences) that are not for medical or religious reasons. While we are happy to pass on any such requests, we cannot guarantee choice or availability - especially with any airline meal options. NOTE: It is your responsibility to double check and reconfirm any allergy or dietary requirements directly with the various holiday suppliers.

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 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 qualified person and this will not be deemed as any significant change to your arrangements. In addition it is not possible to guarantee sightings of wildlife, or any natural phenomena.

7. FOREIGN & COMMONWEALTH TRAVEL ADVICE, HEALTH, VISAS & DOCUMENTS

a) Your specific passport and visa requirements, and other immigration requirements including, inoculations and health certificates are your responsibility and you should confirm these for all countries to, or through which you are intending to travel and cover all costs for this. Requirements should be checked well in advance of travel and we do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

b) Essential information for British citizens (only), including health, passport and visa requirements along with up-to-date Foreign Office 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 losses or damages arising out of such use or planned use nor for any loss or damage which has special financial consequences. Please note if you do intend to use one of our tours for such purposes you should obtain adequate insurance in respect of it and any special equipment you 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, 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 or happy progress of a holiday, you may be excluded from all or part of the tour and/or we may terminate your holiday, and any additional costs incurred by you as a result of such exclusion will be your responsibility. In the case of ill health we may make such arrangements as we see fit and recover any resulting costs from you.

10. OUR LIABILITY TO YOU

We make every effort to ensure that the holiday arrangements we have agreed to provide as part of our contract with you are delivered with reasonable skill and care. It is the laws and regulations of the country in which the services are actually provided which apply to your holiday arrangements and not those of the UK or your home country and any resulting complaint or claim will be judged on this basis. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as being properly provided. Please note, it is your responsibility to show that reasonable skill and care have not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers). Also bear in mind that standards of, for example, safety, hygiene, and quality may vary and services and transport your tour involves may differ to the stringent standards we are accustomed to in 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.

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 therefrom; 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.

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: you or another member of your party; or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable (which shall include, but not be limited to; cruise shore excursions and/or inland waterway excursions and/or private inland Excursions and/or high risk activities privately engaged including, but again not limited to sky diving, hang gliding, jet ski or powerboat rentals, scuba diving and hot air ballooning) or; 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.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements (excluding insurance premiums and amendment charges). 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) The contractual terms of the companies that provide the travel services that made up your package. These terms are incorporated into this booking contract; and
- b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage (there are strict Conditions of Carriage obligations for making claims for missing or damaged baggage that must be followed). 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 or any conventions.

You can ask for copies of the travel service contractual terms, or the international conventions, from Discover the World.

Where a carrier or hotelier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim.

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 . see point 11 below.

NB: this entire clause does not apply to any services which do not form part of your contract with us ie. **OWN ARRANGEMENTS** This includes for example, any additional services, including excursions, that you organise independently, or services which your hotel or any other supplier agrees to provide for you where these are not organised by us as part of our contract with you. We recommend that sufficient and appropriate insurance is taken out. In addition, 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.

We further advise you, and you agree that in the event of any claim against us, that such claim shall be governed by English Law and Jurisdiction shall lie in any Court of Competent Jurisdiction in the United Kingdom and you further acknowledge these requirements and waive any objection(s) thereto.

11. TRAVEL DELAYS & CARRIAGE BY AIR

Should delays due to weather conditions disrupt your itinerary, additional costs may be incurred and these would be the responsibility of you, the client. 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 any of the reasons set out in point 6 of these booking conditions (which includes the behaviour of any passenger(s) on the flight who, for example, 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 for any subsequent consequences that may arise 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

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 travel insurance for your holiday. 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 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 those 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.

13. SPECIAL REQUESTS & MEDICAL CONDITIONS / DISABILITIES

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 specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be provided (where it is possible to give this) where it is important to you.

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 or disability which may affect your holiday or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), you must tell us before you confirm your booking so that we can assist 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 or disability 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 you should make a complaint in writing to Discover the World within 28 days of the completion of your holiday 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 are in difficulty whilst on holiday and ask us to help, we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

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 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>.

The terms of this contract are exclusively governed by English Law and the jurisdiction of the English Courts.

15. PROTECTING YOUR MONEY

We provide full financial protection for our package holidays.

1. 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, issued by the CAA (Civil Aviation Authority) of 45-59 Kingsway, London, WC2B 6TE www.caa.co.uk. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate detailing what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't 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 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., and in the event of their insolvency, protection is provided for the following:
 - a) non-flight packages and
 - b) flight inclusive packages that commence outside of the EEA, which are sold to customers outside of the EEA.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad. Please note that bookings made outside the EEA 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>

16. DATA PROTECTION

At Discover the World, we are committed to protecting your privacy and as such follow strict procedures for storing and using 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.

Company Registration No. 2295449

Registered Office: Arctic House, 8 Bolters Lane, Banstead, Surrey SM7 2AR

VAT Reg. No. 224 4973 02

Dated: 7 March 2019