



COMMUNITY ACTION TREKS LTD

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BOOKING CONDITIONS

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Community Action Treks Limited, hereinafter called the Company, accepts bookings on the following conditions: Your contract is with Community Action Treks Limited (ATOL No: 5830). When you make a booking and we accept it, a legally binding contract is made. When you sign the booking form you (and any other person on whose behalf you book) agree to accept all these conditions, you acknowledge that you have read the General Notes section in this document and you warrant that the information given by you on the booking form is complete and true. When we accept your booking, we agree to carry out our obligations to you as defined in this document. The bookings can only be waived by a director of the company and in writing.

1. Consumer Protection Bookings for land only plus flights are ATOL protected, since we hold an Air Travel Organisers Licence granted by the Civil Aviation Authority. Our ATOL No: is 5830. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. Further information can be found on the ATOL website at www.atol.org.uk.

2. To Secure a Booking a £300 deposit must accompany the booking form. Due to new demands by airline companies, we will quote you for a flight and, dependant on the airline, we may need full payment of the flight from you prior to us securing it.

The balance is due 8 weeks prior to departure, but bookings made within this period are due for immediate full payment. If, for any reason, the balance is not received by the due date, the Company reserves the right to cancel the booking and apply a cancellation charge in accordance with the scales shown below.

3. Cancellation of Bookings must be notified in writing. Cancellation charges are set out below, based on the date of receipt of written cancellation:

Date written cancellation received by the CAT office	Cancellation charge: Land-only	Cancellation charge: Land-only and flights package
More than 56 days before date of departure	Loss of deposit, plus non-recoverable park / tourist permit charges	As land-only, plus any cancellation charges on air tickets
56-30 days prior to departure	50% of land-only cost, plus non-recoverable park / tourist permit charges	As land-only, plus any cancellation charges on air tickets
30 days or less prior to departure, and on or after departure	100% of the land-only cost including all park / tourist permit charges	As land-only, plus 100% of air tickets costs

4. Alterations: Requests for alterations to your expedition arrangements are subject to accommodation and transport being available. We will happily try to amend your booking requirements up to 6 months prior to departure without passing on administration charges. After that date, any changes will incur an administration charge of £50.

5. Outline Itinerary: This is provided as a guide only. Your tour dates, duration or hotel accommodation may change. We will make every effort to inform you as soon as we know of any change before departure. Your final itinerary may differ in the order in which you visit various areas and places where you stay overnight. In particular it may be necessary to alter your itinerary at short notice due to adverse weather conditions, or to operating conditions imposed by owners and operators of accommodation, facilities, aircraft, vessels and other forms of transport. Your itinerary will, however, be the same in content, unless circumstances beyond our control deem this impossible. Should weather conditions or ill health involve clients in extra costs such as accommodation, transportation and meals, such costs will be borne by the client.

6. Acceptance of tickets and vouchers implies acceptance of all their conditions. No responsibility or liability can be accepted by Community Action Treks Ltd., for any accident, loss or injury, unless caused by their proven negligence. No liability can be accepted for consequence of possible delay to aircraft, trains or buses due to circumstances beyond our control.

7. The right is reserved to cancel the expedition for reasons beyond our control, up to the date when payment of the balance is due. This may be because of, for example, hostilities, political unrest or other circumstances amounting to force majeure. Should the Company be forced to cancel arrangements under these circumstances, the choice of an alternative arrangement or full refund will be offered.

8. Prices quoted are based on exchange rates and operating costs at the time of booking. The Company reserves the right to levy flight, fuel and/or currency surcharges following significant fluctuations. No other surcharges relating to operating costs will be introduced, unless it becomes necessary for reasons beyond our control. Surcharges, if any, will be demanded in writing and clients must pay the increased costs. Failure to pay the surcharges will be treated as a cancellation of the booking by the client and cancellation charges will apply. No surcharge of less than 2% will be levied; if however, the surcharge exceeds 10% of the price quoted at the time of booking, the client is entitled to change to another trip if this can be arranged, or cancel the expedition and obtain a full refund after deduction of administrative costs.

9. Complaints: Our desire is to resolve complaints locally and immediately. If this is not possible, complaints must be made in writing to the Company within 15 days of the client's return to the UK.

10. Warning: Our holidays operate in remote and exciting parts of the world where the risk of injury, accident, loss of property, discomfort and delay is higher than at home. Your booking is accepted on the condition that you realise this and accept all these elements of adventure travel. By signing our booking form you agree to accept the decisions of the trek leader or sirdar who represents the Company. If in their opinion your behaviour, performance or presence is detrimental to the safety and welfare of the group, they may ask you to leave at any stage, without any right to refunds.

11. Insurance: It is a condition of booking that you are adequately covered by insurance, which must cover the altitude and activities in your itinerary, and the cost of repatriation and evacuation by helicopter if you become too ill to continue. You must declare any pre-existing medical conditions to the insurance company. We advise you to take out appropriate insurance at the time of making the booking, as this will safeguard your payments should you subsequently have to cancel for an insured reason.

As a result of changes to travel insurance rules from January 2009 we can no longer arrange your insurance for you. However, we would be happy to refer you to Campbell Irvine, an insurance company we have worked with in the past, but the relationship is then strictly conducted between yourself and the insurance company. Campbell Irvine can be contacted by phoning 020 7938 1734, or by emailing info@campbellirvine.com.

All that we will require is your waiver to confirm that adequate insurance cover is in place. In all cases, extra costs incurred by a client as a result of premature departure from the expedition, eg. rescue, food and accommodation costs of themselves and support staff etc, are the responsibility of the client. It is important that clients carry with them the financial means to meet these costs at the time of them being incurred.

12. Flexibility: There is a natural need to be flexible in a tour of this kind. The day to day programme and ultimate aim of this trip is to be taken as an aim and not a contractual obligation. It is conditional to joining our tour that you accept this flexibility, and acknowledge that delays and alterations and their subsequent results, such as inconvenience, discomfort or disappointment, alterations to the programme and additional expenses are possible. Such expenses will be the client's responsibility.

13. Information: Any information given by the Company in regard to visas, vaccinations, climate, clothing, special equipment, topography etc is done in good faith and without responsibility on our part.

14. No Refund or compensation will be made or given for any unused air tickets, hotel accommodation, services or feature of the tour.

GENERAL NOTES Medical issues: A reasonably high standard of physical fitness is essential before embarking on a trekking holiday and it is the responsibility of all members to ensure that they are fit and experienced enough to undertake such a trip. You should also understand that medical assistance is rarely available in remote regions visited on treks. You should therefore have a thorough medical and dental check up before your holiday. You also need specific immunisations when visiting some countries and this is explained in the general information given. On all our trips a comprehensive medical kit is carried. Before booking a holiday we advise you to read the detailed itinerary description of the trip carefully, and if you require any further information, you should contact our office.

Baggage: You should restrict your personal equipment to a maximum of 15kg. Many of our trips involve internal flights within the country of destination and 15 kg is the maximum check-in baggage allowance.

Single Supplements: Please refer to our dates and prices sheet for details of our single supplement policy.

Visas: Visa applications are the responsibility of the trekker. Please refer to the embassy website of all the countries you are visiting for the latest information. Bhutanese and Tibetan visas will be arranged for you by our agents.