

FOOTPRINT ADVENTURES - Booking Conditions and General Booking Information

Footprint Adventures Ltd. is an incorporated company under the laws of England and Wales and accepts your reservations under the following terms and conditions.

1. Your booking (if we are able to do so) will be confirmed on receipt of your deposit of 20% of the price of the holiday and a signed booking form. You will be invoiced for the remainder of the cost, which is payable no later than 10 weeks prior to departure. If bookings are made within 10 weeks of departure, payment in full is required on confirmation of the booking. Should we be unable to confirm your booking your deposit will be returned in full.

2. If your balance is not paid at the specified time (unless previously arranged with us in writing) we reserve the right to cancel your booking.

3. If you cancel your booking before the final payment is due, your deposit will not be refunded. However, provided you notify us of your cancellation before your final payment is due; your deposit may be transferred to another holiday listed in this brochure.

4. Should you cancel your booking after you have paid for the holiday in full and less than 10 weeks before departure the following charges are applicable (calculated on the day written notification is received by us and expressed as a percentage of the total tour price):

70 days or more deposit retained

56 – 69 days before departure 30%

42 - 55 days before departure 50%

29 - 41 days before departure 75%

01 - 28 days before departure 100%

5. In the unlikely event of Footprint Adventures cancelling a trip, before departure, all trip costs paid will be refunded in full. This will be the full extent of Footprint Adventures liability. However, if our cancellation is due to 'force majeure' any reasonable expenses we have incurred will be deducted from your refund. (War, civil or political unrest is usually known as force majeure). All refunds and compensation are strictly limited to monies paid to us and we are not liable for any expenses you have incurred as a result of this booking. Your holiday will not be cancelled after the final payment is due unless we are forced to do so by force majeure.

6. We reserve the right to alter prices quoted in this brochure in the event of external factors beyond our control, e.g. changes in exchange rate or government action etc. Should any price increase exceed 10% of the total cost you are free to cancel your booking and will obtain a full refund of all monies paid, excluding the insurance premium. However, no additional charge will be made less than 30 clear days before the date of commencement of your tour, except in the case of bookings made during that period where additional charges may be made up to and including the date on which the invoice is issued. Every effort will be made to avoid any increases to the prices shown in this brochure.

7. The tour leader or local ground operator who represents Footprint Adventures has overriding authority on our holidays. By signing our booking form you agree to do this. If you commit any illegal act on a holiday with us or if in the opinion of the tour leader or ground operator your behaviour is detrimental to the safety and welfare of the group as a whole you may be asked to leave the holiday without any right to refund.

8. The client undertakes to comply with the laws and regulations, whether in respect of health, immigration, currency exchange control or any other matter of all the countries visited during the trip.

9. The client undertakes to obtain a valid passport and have enough blank pages in the passport for the trip. Many countries require passports to be valid for at least six months after entry.

10. We reserve the right to deviate from the advertised expedition route if in our reasonable opinion such deviation is necessary for the safety or wellbeing of any or any one of the members of the expedition or for the satisfactory progress of the expedition. In the event of it becoming necessary to fly over a country or countries in order to satisfactorily and safely continue the expedition, all costs of client's flights will be borne by the client.

11. We accept no responsibility for matters arising out of political disputes, border closures, epidemics, natural disasters, climate, armed robbery, terrorism etc. Should it become necessary to abandon an expedition because of such an event we will be entitled to retain such monies received as is necessary to cover costs incurred. Any excess will be refunded.

12. The client accepts that owing to the nature of countries visited, all expeditions involve an element of personal risk and are of a potentially hazardous and unpredictable nature. In many countries visited the basic infrastructure, such as roads, is very poor and therefore less safe than that familiar to people from many western countries. In particular, lack of road markings or warning signs, unmarked speed bumps, seasonal flooding of roads and bridges, local vehicles which are poorly maintained and driven and which are hazardous to other road users etc. are factors beyond our control. The client accepts that in some areas we have no choice but to drive 'off road', and that this involves personal risk when the expedition vehicle can be negotiating rough terrain.

13. The client accepts that local emergency facilities are usually of a very limited nature. Hospitals outside of large cities often have no accident and emergency facilities and emergency transport facilities can be non-existent.

14. In many countries we visit, the local vehicle accident insurance includes either very limited passenger liability or none at all. We have passenger liability insurance for some countries through which we visit but the client acknowledges that in many countries through which we travel the expedition vehicle does not have the benefit of passenger liability insurance. The client agrees to indemnify us and our suppliers against any claim or demand made in respect of any accident, personal injury or loss of life caused to, contracted or suffered by the client during the course of the expedition.

15 We reserve the right to make alterations to a trip without notice including alterations to the itinerary.

16. In the event of any person leaving the trip of their own accord or in extenuating circumstances being asked to leave by the tour leader, that person will be liable for their own maintenance and expenses and have no claim against us whatsoever.

17. The decision of the tour leader will be final on all matters relating to the satisfactory progress, organization and wellbeing of the tour. Clients must comply with all reasonable requests of the tour leader. If in the opinion of the Tour Leaders or directors, the health or conduct of a client at any time before or after departure appears likely to endanger the safe, comfortable or happy progress of a trip, the client may be excluded from all or part of the trip without refund or recompense. In the case of ill-health Footprint Adventures may make such arrangements as it sees fit and recover the costs thereof from the client. If a client commits an illegal act the client may be excluded from the trip and we shall cease to have responsibility to/for them. No refund will be given for any unused services.

18. We reserve the right to decline any booking at its discretion.

19. No servant, agent or authorized representative has authority to commit us to any liability whatsoever and Footprint Adventures will not be bound by any statement or representation unless it is in writing and signed by one of the directors.

21. Clients accept that any personal possessions such as valuables, cameras or any money that is carried on any of our ground operators vehicles or any other form of transport, or that is left in accommodation provided by Footprint Adventures or its suppliers during a trip are carried at the clients own risk. Footprint Adventures does not accept responsibility for clients personal possessions or valuables that are lost, damaged or stolen during the course of a tour.

22. Clients must reimburse us for any expenses incurred by us on behalf of the client. In particular, this applies to non-compliance with Booking Conditions

23. Any complaints with regard to the holiday must be immediately brought to the attention of the tour leader, ground operators or hotelier so that the necessary action to rectify the matter can be taken. If this fails contact us in the UK and we will deal promptly with your complaint. However, if by the end of the tour you still feel you have a valid complaint you must notify the company, in writing, within 14 days of the end of your tour with Footprint Adventures, so they can be effectively dealt with. If we are unable to reach an agreement with you, the issue can be taken to a Court of Arbitration.

24. These are adventure holidays mostly in developing countries where lower standards of infrastructure and efficiency often prevail and we can only accept your booking on the understanding that you are aware of the risks involved in this kind of travel. The company cannot be held responsible, unless as a direct result of negligence, of any mishap to you or your property. Route and hotel changes may be necessary and will always be at the discretion of the trek leaders and Footprint Adventures. They do not constitute an alteration of your holiday and will not be compensated.

25. The contents of this brochure have been carefully compiled and to our best belief at the time of publication, facts given are correct and describe fully and honestly the holidays offered. Any changes will be notified to you as soon as possible.

26. The responsibility of any airlines used is limited to the carriage of passengers and baggage in accordance with the conditions of their carriage.

27. The booking conditions may only be waived by a director of the company and in writing. These conditions are subject to and shall be construed according to English law.

28. On signing the booking form you show your willingness to accept our terms and conditions. On accepting your booking we agree to carry out our obligations to you as defined in our brochure.

29. Under no circumstances can Footprint Adventures, any of our ground operators or representatives be held responsible for any wildlife mentioned in our brochure or itineraries, but not actually seen during the holiday.

30. If you require alterations to bookings confirmed by us and accepted by you a fee of £30.00 per person, plus any increased charges will be levied. This charge will also apply to bookings received less than 30 days prior to departure. To amend or cancel your flight booking, it will cost £55.00 per passenger in addition to any charges levied by the airline (sometimes up to 100% of the original fare paid). If tickets are lost an administration fee of £55 will be incurred to reissue them in addition to any charges by the airline and re delivery costs.

31. In accordance with the EU Directive covering Package Holidays we have set up a Trustee account. All payments made to Footprint Adventures are placed into that account and remain in trust until the contract has been fully performed or any sum of money paid by the consumer in respect of the contract has been repaid to him or has been forfeited on cancellation by the consumer.

Trip Grading and General Information about Footprint Tours

Our philosophy is based on sustainability - the long term assurance that whatever activity we conduct in any specific natural area, must contribute to the conservation and the well being of the inhabitants of that area, thus ensuring that future generations will be able to visit those same areas and enjoy the same experience.

Grading

1 - Wildlife Safaris, for average traveller, no special preparation required.

2 - Trekking, Rafting and Overland Safaris for the average active person, no special preparation required but roughing it from time to time.

3 - Trekking, Jungle and Walking Safari activities for active person, pre departure hikes and regular exercises are highly recommended. Daily walking 5 to 7 hrs.

4 - Treks involving mountain passes and clients must not only be physically fit but also be able to cope with the unexpected. Daily walking 6 - 8 hrs occasionally 9 - 10 hrs

5 - Treks involving High Mountain passes above 5000m and peak climbing, clients must be physically very fit and very well prepared and be able to cope with difficult conditions. Daily walking 6 - 9 hrs occasionally 9 - 12 hrs.

Please remember the fitter and more prepared you are the more enjoyment you will get out of your trip. These grades are not based on length alone, but also take into account altitude and nature of terrain. * - Grade as shown but trails can be in poor conditions or that due to the jungle environment and high humidity this trip can be very strenuous.

Quality You will find our tours are not only very competitive but also of a high standard. Please be aware that standards differ greatly in different parts of the world, especially so in the more remote areas. This unique combination has been made possible, by our detailed knowledge of the destinations and highly experienced ground operators.

Tour Leaders Our leaders are fully qualified Nationals who will meet you at your destination. For a small number of tours you will be required to make your way to our local offices.

Wildlife Tours Our Wildlife Tours are designed to give you the best chances of seeing some of the large wildlife. We make extensive use of the many National Parks and Wildlife Reserves. Most of these parks offer some visitor facilities, but the standards vary greatly. Many of these Wildlife Reserves are long established; consequently some of the wildlife have become quite accustomed to visitors. But as with all wildlife observation, it is important that visitors are very quiet and wear dull clothing.

Delays Every effort is made to avoid delays and changes to the itinerary, but due to the nature of our trips there will be occasions when they do happen. Where a delay does occur, we shall do everything possible to minimize its effects, but we cannot be responsible for the result of delays. On overland trips we strongly advise against flying out on the day the tour ends. Footprint Adventures will not be responsible for any missed flights on this day, we generally travel long distances and late arrival can occur.

Our Cancellation Due to the special nature of our trips, we cannot guarantee the departure of every holiday. We will try very hard to ensure that each trip runs. Should we have to cancel a particular trip for any reasons we will let you know at least 2 months prior to departure. We will then offer you an alternative departure, or refund all payments made to us.

Attitude For those who want to travel and enjoy the countries we go to, it is very important to set your expectations on the right level for the country you are visiting - leaving Western expectations behind.

Remoteness Some areas in which we operate are very remote. Consequently the lifestyles on these tours are necessarily very different from that of an ordinary holiday. If you are not prepared or willing to accept this, you should not travel on these long, remote treks.

Baggage On the majority of treks all your trek baggage will be carried by porters or pack animals. You need only carry a small daypack for your essentials. You are restricted to 20 kg of baggage on flights and to around 12 to 14 kg on the trek. Items not required during the trek can be left in a locked bag at the hotel. Please see the detailed itineraries on what is included in each tour. **NO SUITCASES PLEASE.**

Equipment All basic communal camping equipment will be supplied by us. This includes all cooking and eating utensils, two-man tents, dining tent, table and stools, foam mats and toilet tent. You will need to bring a sleeping bag, walking boots, daypack and other personal items. A full clothing and equipment list will be sent to you on booking.

Accommodation This cost is always part of the stated price, whether in hotels or camping. Hotels used in larger towns are at least tourist-class and chosen for their most convenient location and facilities. Twin rooms with private bathrooms are normally provided unless special requests have been made. Hotels in smaller places are the best available.

Health We recommend you have a medical and dental check up and strongly recommend immunization against yellow fever, typhoid, TB, polio, tetanus, hepatitis, rabies, meningitis and you take anti-malaria tablets if required. Check with your nearest travel clinic.

Trek Staff On all our treks we take an experienced team of guides, cooks, and porters or animal drivers, managed by a local Sirdar in Nepal and a chief guide in other places. The guides will assist at all times, and will encourage you to walk at **your own pace.**

Itineraries Detailed itineraries are available on our website or we can send you one on special request. On our holidays local weather, politics, transport or a host of other factors can mean a change in itinerary. It is very unlikely that an itinerary would be substantially altered, but should this become necessary your leader will decide the best alternative, in consultation with you.

Single supplement Additional payments for single supplements will only have to be made if you specifically require a single room or if you are travelling alone and we are unable to pair you with another single. Prices of single supplements are available on request.