

THREE DEGREES SOUTH LTD - TERMS AND CONDITIONS

These booking conditions ('Conditions') are between Three Degrees South Ltd., Company number 14611238 of Hazeland Lodge, Hazeland, Bremhill, Calne, Wiltshire, United Kingdom, SN11 9LJ ('Three Degrees South', the 'Company', 'we', 'us' or 'our') and the Customer (as defined below). Itineraries, holidays and services provided by Three Degrees South are subject to these Conditions. It is imperative that these Conditions are read carefully and fully understood before Booking. In making a Booking with Three Degrees South (either directly or through an intermediary agent), the Customer is regarded as having read, understood and agreed to these Conditions.

These Conditions, together with our [Privacy Policy](#), any consent form and any information that we send you in regard to your trip booking form basis of our contract with you (the 'Contract').

1. DEFINITIONS AND INTERPRETATION

1.1. In these Conditions:

'Booking' means a booking with the Company for the Customer to participate in a Trip.

'Booking Confirmation' means the confirmed itinerary pack which provides details of the Booking provided by the Company, the issuance of which confirms the Booking as well as the receipt of the Booking Form and the Deposit.

'Booking Form' means the booking form completed by you when booking your Trip.

'Brochure/Info Pack' means the promotional material provided by the Company to the Customer setting out details of the Trip.

'Customer' or 'you' means the person making the Booking.

'Consent Form' means the written consent from a parent or legal guardian to persons under the age of 18.

'Departure Date' means the scheduled date of commencement of the Trip, as set out on the Booking Confirmation.

'Deposit' means the initial payment required to confirm a Booking - usually 20% of the total Price of the Booking or as specified in the Booking Form or otherwise in writing by the Company.

'Force Majeure' means any unavoidable and extraordinary circumstances or a situation beyond the Company's control, the consequences of which could not have been avoided even if all reasonable measures had been taken, or an event which the Company or any supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events are likely to include, whether actual or threatened: (i) terrorism and/or terrorist activity or its consequences, insurrection, riots, war, civil unrest and/or military action; (ii) the exercise of emergency powers by any local, regional or national governmental authority; (iii) fire, flood, earthquake, storm, lightning, volcanic eruption, other natural or nuclear disasters or adverse weather conditions or 'acts of God'; (iv) epidemic, pandemic or other serious health risks and/or concerns; (v) industrial action and/or disputes, labour disputes, strikes and/or lock-outs; (vi) blockage, embargos or sanctions; (vii) malicious damage or explosion; (viii) compliance with law or governmental order, rule, regulation or direction including flight or other travel restrictions advised or

imposed by any government, regulatory authority or other third party, or any other action from governments in the UK or overseas; (ix) failure or delay of supplies of power, fuel, transport (including any unforeseeable technical problems with transport), equipment, telecommunications systems, Internet or other goods and/or services (including any third party services or materials); (x) airport, port or airspace closure restriction or congestion; and (xi) any other event of a similar nature to those set out in this definition beyond the reasonable control of the Company and/or its suppliers or sub-contractors.

Participant means the Customer and any person taking part in the Trip with the Customer and anyone who is later added or substituted in the Booking.

Price means the total price of a Trip as specified in clauses 3.5 and 3.6 and the Booking Confirmation or otherwise in writing by the Company, including the Trip costs and any excursions and any other activities booked with the Trip.

‘Trip’ means the excursion, adventure, project, training weekend, trip or trek offered by the Company which the Customer has booked to participate in.

‘Trip Leader(s)’ means the employee(s) or representative(s) of the Company who participate in and lead the Trip.

- 1.2. In these Conditions paragraph headings are for convenience only and shall not affect the construction of the document.
- 1.3. Unless the context otherwise requires in these Conditions, words importing the singular number shall include the plural and vice versa and words importing any particular gender shall include all other genders.
- 1.4. In these Conditions, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.5. In these Conditions, any words following the terms ‘including’, ‘include’, ‘in particular’, ‘for example’, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

2. BOOKING PROCESS

- 2.1. To make a Booking, the Customer must (i) read, understand and accept these Conditions; (ii) be over the age of eighteen (18); (iii) send us a completed Booking Form; (iv) provide us with a list of the Participants; (v) pay the Deposit for each Participant. Once we receive the Booking form, the list of Participants and the Deposit we will issue a Booking Confirmation (which may take the form of the itinerary).
- 2.2. The Contract will come into force from the date on which the Company issues the Booking Confirmation. The Company reserves the right not to accept the Booking at any time up until the issuance of a Booking Confirmation to you and, in this event, the Company will refund any Deposit(s) that you have paid to us.

- 2.3. For group Bookings where the Customer makes the Booking on behalf of persons under the age of eighteen (18) who are not accompanied by their parents or legal guardian, the Customer warrants that the Customer has obtained a written consent from that person's parent or legal guardian to join the trip. The Company may request written evidence to the Company's reasonable satisfaction of such written consent.

3. PRICE

- 3.1. Prices on any quote or Trip presentation are accurate at the time of publishing and the Company reserves the right to amend its prices on the website and in the brochures/information packs at any time or other relevant documentation. The Customer will be advised of the current price at the time of Booking.
- 3.2. Prices shall not be increased after the issuance of the Booking Confirmation except as a result of changes to (i) the price in the carriage of passengers resulting from changes to the cost of fuel or other power sources; (ii) the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or (iii) the exchange rates applicable to the Customer's Booking. However, no increase will be made within 20 days of the Departure Date and no increase will be applied unless it represents two percent (2%) or more of the price of the Customer's Trip (excluding insurance premiums and any amendment charges). Increases over two percent (2%) will be applied to the Price subject to clause 3.3 below.
- 3.3. If the price increase is equivalent to more than eight percent (8%) of the Price of the Trip, the Customer will have the option of (i) accepting the increase in price; (ii) accepting a change to another Trip if the Company are able to offer one (the Company will refund any price difference if the alternative is of a lower value), or (iii) cancelling the Trip and receiving a full refund of all monies paid, except for any amendment charges. Should the Customer decide to cancel their Trip they must do so within seven (7) days of receipt of notification of the Price increase by the Company and the Company will provide a refund of insurance premiums paid to it if the Customer can show that they are unable to transfer or reuse the policy. Should the Price of the Customer's Trip go down by more than two percent (2%) due to the cost changes mentioned above, then any refund due will be paid to the Customer. The Company will deduct from this refund any administrative expenses incurred. Trips are not always purchased in local currency and some apparent changes have no impact on the price of the Customer's Trip due to contractual and other protections in place.
- 3.4. Where a Booking is accepted for a Participant to join an existing Trip, the Company reserves the right to adjust the Price to allow for increases in costs in accordance with clause 3.3.
- 3.5. The Price includes the price of ground arrangements including all current taxes, accommodation, meals, park fees, excursions, transfers and use of a properly prepared vehicle (with driver/guide) as specified only and any other item as specified in the Booking Confirmation.

- 3.6. For the avoidance of doubt, the Price does not include (unless specified in the Booking Confirmation) the price of ground arrangements, airport departure taxes, visas, inoculations, insurance, gratuities (tips), vaccinations, tests, medical treatment, transport or accommodation prior to commencement of the Trip, personal equipment, any charges for exceeding weight and/or baggage allowances on any form of transport, laundry, alcoholic and non-alcoholic beverages, items of a personal nature, changes to the itinerary, to the Booking and other ancillary changes. The provisions in this clause 3.6 are illustrative and not exhaustive.
- 3.7. Money paid by Customer to a travel or other booking agent for on passing to the Company shall not be deemed received by the Company (and no liability shall be incurred) until written notification has been received by the travel/booking agent from the Company that such monies have been received.

4. PAYMENT TERMS

- 4.1. Deposit(s) shall be payable fourteen (14) days from the date on which the Customer completes and submits the Booking Form. Failure to pay the Deposit on time may place the Customer on a waiting list depending on the places available.
- 4.2. The balance of payment is due sixty (60) calendar days prior to the Departure Date. Failure to receive the balance by the due date shall automatically cancel the Booking and the Company reserves the right to apply the cancellation charges in accordance with these Conditions. Any refund is subject to an administration fee of £200 per Participant.
- 4.3. Any Booking made within sixty one (61) days of Departure Date may be accepted provided:
- a) space is available,
 - b) full payment is received, and
 - c) relevant documents, if required, can be delivered prior to departure.
- 4.4. The Company shall not be responsible for wire transfer or bank charges and reserves the right to reissue an invoice to recover any costs not met in respect to banking charges.

5. ACCURACY OF CUSTOMER'S INFORMATION

All information and/or data provided to the Company by the Customer must be provided in full and be accurate in all respects. It is the sole responsibility of the Customer to ensure that any such information and/or data is correct and, in the event of any incorrect information and/or data being provided to the Company, that the Company relies on to book travel and accommodation, the Customer shall indemnify the Company for any costs or expenses it incurs, or is charged by its suppliers, in correcting the information and/or data. The Supplier shall not be liable to the Customer for any losses or damage caused by inaccuracies in the

Booking caused by incorrect or incomplete information supplied by the Customer.

6. AMENDMENT BY CUSTOMER

- 6.1. After the Booking Confirmation has been issued, the Customer may only request changes to the Booking in writing.
- 6.2. Changes are subject to availability and the Company will use reasonable endeavours to accommodate the change, but the Customer acknowledges and accepts that it may not always be possible. In the event that the Company is able to facilitate the change the Customer will be required to pay an administration fee of £200 per person in addition to any costs incurred as a result of making the change. Any such costs could increase the closer to the Departure Date, so Customers are advised to contact the Company as soon as possible. Certain Trip arrangements may not be changeable after a reservation has been made and any change request could incur a cancellation charge of up to 100% of that part of the arrangements.

7. TRANSFER OF A BOOKING OR PLACE ON A TRIP

The Company may accept a written request by the Customer to transfer the Booking to another person provided that:

- a) Such person satisfies all the conditions that apply to this Booking and such person acknowledges and agrees with these Conditions;
- b) notice of the transfer is given to the Company in writing as soon as possible and, in any event, no later than seven (7) days before the Departure Date;
- c) both the Customer and the new person shall be jointly responsible for paying all costs the Company incurs in making the transfer;
- d) the Customer shall also be required to return all original travel documents provided by the Company at the time of the request; and
- e) the Customer provides the Company with the full name and address of the person to whom the Customer wishes to transfer the Booking.

8. CANCELLATION BY THE CUSTOMER

- 8.1. The Customer may cancel the Booking either entirely or in relation to a Participant within the Booking at any time by giving notice in writing to the Company. The Customer may follow up with the Company (e.g. by phone or email) to confirm the status of the cancellation. If the reason for your cancellation is covered under the terms of the Customer's insurance policy, the Customer may be able to reclaim these charges.
- 8.2. In the event of cancellation by the Customer pursuant to clause 8.1 above, cancellation charges shall apply as follows, subject to the terms of clause 8.5:

Date of receipt by the Company of notice of cancellation in writing	Charges
Sixty one (61) days or more before the Departure Date;	Deposit and administration fee of £200 per Participant;
Between sixty (60) and thirty one (31) days before the Departure Date;	Seventy five percent (75%) of the total Price plus administration fee of £200 per Participant
Thirty (30) days or less prior to the Departure Date	One hundred percent (100%) of the total Price.

- 8.3. Cancellation charges may be charged on other products booked through the Company in accordance with the terms and conditions of third party providers in connection with the Trip.
- 8.4. In the event that a Participant fails to meet up with the team at the appointed time for the Trip departure ('no show'), the Company will treat this as the Customer having cancelled their Booking.
- 8.5. In the event of a cancelled Booking being reinstated by the Customer or a Participant, such Booking shall be subject to space availability and the cancellation fees shall be waived, except that an administration fee of £200 per reinstated Participant.
- 8.6. Notwithstanding anything to the contrary in these Conditions, no refunds shall be given:
- a) for lost travel time or necessary substitution of facilities, especially by virtue of Force Majeure.
 - b) for itineraries necessarily amended after departure, especially by virtue of Force Majeure.
 - c) for circumstances beyond the Company's control which necessitate alternative arrangements being made to ensure safety and/or further participation or enjoyment.
 - d) if the Participant does not appear for any accommodation, service or excursion without notifying The Company.
 - e) if the Participant leaves during the trip / abandons any portion for any reason.
- 8.7. Should one or more Participant(s) cancel within a group Booking, then the cancellation charges in 8.2 shall apply in relation to that Participant subject to:

any refund paid to the Participant(s) cancelling shall be calculated so as not to incur any resulting surcharges for those Participants still travelling (unless the Company is notified, on demand, in writing that such surcharge is acceptable to all remaining Participants in the group). If the amendment results in fewer people in your booking, then the total price payable for the Booking will be adjusted accordingly based on the lower number of people in the booking, which may result in an increase in price per remaining person. Cancellation fees will also be payable in regard to the people who have cancelled their place in the booking. If a cancellation brings the total number of people in the booking below the minimum number required to qualify for any discount in price or a concession for any accompanying adults, the total price and concessions may be adjusted accordingly.

- 8.8. Any cancellation of a travel agent or trade-related Booking booked at discount (whatever such discount may be) is subject to a one hundred percent (100%) cancellation charge once confirmed.

9. CHANGES AND CANCELLATIONS BY THE COMPANY

- 9.1. The Company may, from time to time, have to make changes to the Trips. Usually, such changes are minor and the Company reserves the right to make such changes without notice. Examples of minor changes include alteration of your outward/return flights by less than twelve (12) hours, changes to aircraft type, change of accommodation to another of the same or higher standard and changes to carriers.
- 9.2. Local conditions in destination countries are not always predictable and border closures, poor road conditions and other occurrences can and do from time to time cause delays, frustrations and diversions from the planned itinerary. Should such occurrence occur, before or during the holiday, the Company shall use its reasonable efforts to minimise inconvenience. If the Company is constrained by circumstances beyond its control to significantly alter any of the main characteristics of the travel services that make up the Trip (whether prior to or after Departure Date), the Company will advise the Customer of the change as soon as reasonably possible and the Customer will have the options set out below:
- (a) If pre-departure: (i) in the case of the Company's own products, the Customer will have the option of accepting the changed arrangements (with balance payment due to the Company if more expensive, or refund due to the Customer if less expensive) or cancelling the Booking and receiving a refund of eighty five percent (85%) of all payments made at the time of cancellation, subject to retention of an administrative fee of a minimum of £200 per Participant; and (ii) in the case of refunds from third party service providers, these shall be subject to the terms and conditions of the third party service provider.
 - (b) If during the Trip: the Company shall use reasonable efforts to provide alternative arrangements with balance payment due to the Company if more expensive than the original arrangements, or refund due to the Customer if less expensive. In the event of these not being acceptable to

the Customer (such acceptance not to be unreasonably withheld) the Company shall provide reasonable assistance for the Customer to return to the UK and will refund the balance of monies remaining unused from the portions of the Trip which pertain to the Company's own products.

- 9.3. The Company will advise the Customer of the procedure for making their choice.
- 9.4. Some itineraries, such as set departures, operate subject to a minimum number of Bookings. The Company shall not cancel for lack of numbers less than six (6) weeks before departure, except in the event of Force Majeure, or by failure of the Customer to pay the final balance.
- 9.5. The Company reserves the right to cancel your Booking, however, the Company will not cancel less than twenty (20) days before the Departure Date, except in the event of Force Majeure, or failure by the Customer to pay the final balance.
- 9.6. If the Booking is cancelled (except in the case where you have failed to pay the balance by the due date) the Customer shall be given the option of purchasing another itinerary or cancelling the Trip in accordance with clause 9.2 above.
- 9.7. The Customer may be able to claim from the Customer's travel insurance where the Customer have suffered loss and a refund is not available from the Company.

10. FORCE MAJEURE

Without prejudice to any other provision in these Conditions, in the event of Force Majeure the Company shall immediately notify the Customer of the nature and extent thereof but shall not be in breach of these Conditions or liable in any way (by way of delay or non-performance of any of the Company's obligations) to the extent that such is due to any Force Majeure.

11. TRANSPORTATION

- 11.1. Only properly prepared vehicles are used on Trip itineraries. The Company reserves the right to employ the services of sub-contractors. Appropriately trained and experienced driver/guides are provided. No vehicle may be driven by a Customer or a Participant at any time.
- 11.2. Carriage (by land, sea and air) is subject to the terms and conditions of the carrier and to international conventions, some of which limit liability. Land, sea and air travel are also subject to operational decisions of carriers and ports, which may result in cancellation, delays or diversions over which the Company has no control and for which the Company shall not be liable whatsoever.

12. ACCOMMODATION AND EQUIPMENT

- 12.1. Accommodation is normally quoted based on two persons sharing a twin room or tent. Single occupancy may attract a supplemental single occupancy charge. Hotels, Lodges and camps are named as an indication of category and, whilst the Company shall endeavour to use the named establishment, rooms may be

reserved at similar establishments without liability or refund.

- 12.2. Each accommodation provider may have additional requirements on which they accept guests, and the Customer agrees to abide by these as part of these Conditions.
- 12.3. Participants are expected to use the equipment and facilities provided with care and to keep them in a clean and tidy condition. The Company reserves the right to charge the Customer for any extra cleaning, missing items or damage and the Customer agrees to indemnify the Company for the same.
- 12.4. If Customer or any Participant brings their own equipment on the Trip, please ensure that it is adequately maintained and insured. The Company shall not be responsible for any damage caused to equipment by a third party unconnected with the provision of the services under this Contract, whether such damage is caused during the trip or while the equipment is in transit to/from the destination.
- 12.5. In the event of any equipment provided by us being stolen or lost, you agree to indemnify us for the cost of the replacing any such equipment.
- 12.6. The Customer must ensure that (i) any equipment is adequately secured when not in use; (ii) they do not use any equipment while under the influence of alcohol or drugs; and (iii) they immediately notify us in the event of the breakdown or loss of our equipment.

13. CUSTOMER'S LIABILITY

The Customer shall procure that each Participant is aware of these Conditions and comply with the terms herein. The Customer and each Participant are jointly liable for the compliance of the terms of these Conditions.

14. COMPANY'S LIABILITY

- 14.1. Under the Package Travel and Linked Travel Arrangements Regulations 2018, the Company is responsible for the proper performance of the package under these Conditions. However, the Customer must inform the Company without undue delay of any issues with any of the travel services included in the Booking.
- 14.2. Subject to clause 14.8, the Company shall not be liable for any injury, illness, death, damage, loss (whether direct or indirect and howsoever caused), expense, cost or other sum or claim of any description whatsoever arising from:
 - a. the acts and/or omissions of the person affected or another/any member of the Customer's group;
 - b. the acts and/or omissions of a third party unconnected with the provision of the travel services included in your booking that are unforeseeable or unavoidable;

- c. Loss or damage to the Customer's (or a Participant's) baggage;
- d. Force Majeure;
- e. any loss or damage the Customer or any Participant incur that relates to any business activity (including without limitation loss of earnings);
- f. any loss or damage that relates to any services that the Customer may have entered into separate contracts with other providers/suppliers and which do not form part of our Contract with you (including, without limitation, any additional services or facilities booked and arranged by you directly, including any activity, tour or excursion you purchase in destination from a third party) and/or any services provided near to where you are staying such as water sport providers, beach vendors, shops, massage and other spa therapies, sporting facilities, sightseeing flights or any other outdoor activities; and
- g. any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to it being confirmed, we could not have foreseen you would suffer or incur if we breached our Contract with you.

14.3. Subject to clause 14.8, the Company will not be liable for any damage, loss, expense or other sums(s) of any description which did not result directly from their breach of Contract with the Customer, or other fault of itself or its employees or, where the Company is responsible for them, its suppliers. Additionally the Company shall not be liable for any claims, losses or expenses which relate to (i) any other business (including any loss of earnings incurred by any Customer who is self-employed); (ii) loss of profits; (iii) loss of enjoyment or opportunity; (iv) loss of or damage to property and/or similar losses, (v) loss of anticipated savings, injury to reputation, any third party losses or (vi) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses howsoever arising and regardless of whether the Company knew or had reason to know of the possibility of the loss or damage in question.

14.4. Subject to clause 14.8, the Company's liability, shall be limited to a maximum of three times the cost of your travel arrangements (excluding any amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under any conditions of carriage or International Conventions.

14.5. We are to be regarded as having all benefit of any limitation of compensation contained in these booking conditions in addition to any applicable International Conventions (including, without limitation, the Montreal Convention, the Athens Convention, the Berne Convention and the Paris) and any limitation of liability provided for in any applicable conditions of carriage of the transport companies that provide the travel services that make up your booking (e.g. airlines, boats, ships, inland waterways, trains). Any such terms shall be incorporated into your Contract with us and will apply to you on that journey. Please note that strict time limits may apply for notifying of loss, damage or delay of luggage to airlines.

You can ask for copies of the travel service conditions of carriage or the international conventions from us.

- 14.6. Any activities, restaurants and/or other venues that we may refer to are not under our direct control and have not been inspected by us. Therefore any mention of them is merely an indication that these facilities have proved popular with other guests and are not a personal recommendation by us, nor can we accept any liability for any damage, loss, cost, expense or other sum(s) of any description arising out of or as a result of any such activities, restaurants and/or other venues.
- 14.7. Any information given by us in regard to climate, clothing, special equipment, topography etc. is done so in good faith and must be rechecked by you prior to relying on it.
- 14.8. Nothing in these Conditions limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence or fraud or fraudulent misrepresentation.

15. DATA PROTECTION AND PRIVACY

- 15.1. Three Degrees South's Privacy Policy is available on our website and sets out how the Company processes personal information in connection with a Booking.
- 15.2. It is possible that photographs or video may be taken for inclusion in our brochure or website or for other promotional purposes. By booking with us and, unless you tell us otherwise, you consent to us using any such photographs or video without charge (whether current or in the future). Where it is practical to do so, we will seek the consent of any persons who are prominently included in any shots. Consent will not generally be sought from persons who only appear in the background and are not identifiable. No persons will be identified by name. Our privacy policy includes provision for your being able to contact us to withdraw your consent to any further such use, as from receipt of your notice to that effect.

16. INSURANCE

- 16.1. It is a condition of your Contract with us that you have adequate travel insurance that is effective from the date that you make your Booking with us. You must be satisfied that your insurance fully covers all your personal requirements including, without limitation, baggage, personal belongings, equipment, delays, full Covid-19 cover, personal accident including death and disability, medical expenses, curtailment or cancellation charges, any pre-existing medical conditions, medical expenses and the cost of repatriation should you become too ill to continue with your trip. In the event you do not have sufficient coverage for all of these elements you remain liable for any costs, including loss or damage to equipment.
- 16.2. The Customer shall provide the Company with details of the Customer's (and each Participant's) insurance, including 24-hour emergency contact number/s, at the

time of Booking. It is the Customer's responsibility to ensure that the insurer is aware of the destination and the type of activity to be undertaken.

17. PASSPORT, VISAS AND HEALTH ENTRY REQUIREMENTS

- 17.1. It is the sole responsibility of the Customer to ensure that each Participant has the appropriate travel documents (including without limitation any visas, a valid passport), the required vaccinations and/or evidence thereof and any vaccination and/or quarantine requirements for travel through and/or to the destination(s) and regions of the Trip as well as their return to the UK. The Customer should contact the appropriate Embassy, Consulate or the UK Foreign Development and Commonwealth Office (FCDO) for exact requirements for the Trip and date of travel.
- 17.2. The Company shall not have any liability to the Customer in the event that a Participant is refused entry onto any transport, or into any country, due to failure on their part to be in possession of the correct travel documentation, nor shall the Company be liable for any costs, expenses loss or damage suffered by the Customer/Participant as a result of any failure on their part to have the necessary travel documents, nor will the Company refund the Customer the cost of any unused portion of the travel arrangements.
- 17.3. It is the Customer's responsibility to check the Booking Confirmation, tickets and all other documents that they are sent as part of their Booking and to contact the Company immediately if any information appears to be incorrect or incomplete - as it may not be possible to make changes later. The Company shall not be liable for any failure by the Customer or a Participant to notify the Company of any inaccuracy in any documentation, as a result of any incorrect information provided to them. The Company will use its reasonable endeavours to rectify any inaccuracies notified to the Company, however, the Customer will be responsible for any costs and expenses involved in doing so except where the Company made the mistake.
- 17.4. The Customer acknowledges that there are certain risks inherent in participating in the type of itinerary, holiday and service provided by the Company (by dint, inter alia, of its location and the adventurous nature of some activities). The Company shall not be liable for illness, injury or death sustained on an itinerary, holiday or service sold by it which is not due to gross negligence of the Company, its officers, employees, authorised representatives or agents whomsoever.
- 17.5. Customer acknowledges that climbing mountains, especially above normal altitudes that prevail in client's county/locality of origin, is inherently dangerous. Proper medical advice should be sought in good time before booking. If a medical professional instructed by the Company deems the Customer or any Participant to be (or to become during the Trip) medically unfit to travel, this will be treated as a cancellation of their Booking by the Participant and the Customer will incur the cancellation charges as set out in clause 8.2 shall apply.
- 17.6. The Company shall not be responsible for any delay, interruption or cancellation resulting from Customer's failure to provide required documentation to

immigration or other authorities at any time.

18. LEADER AUTHORITY AND BEHAVIOUR

- 18.1. The Customer and all Participants shall comply with all reasonable instructions and guidance of the Company, the Trip Leaders and other staff and leaders involved in the Trip (including other service providers) whilst taking part in the Trip. The Customer acknowledges and agrees that all Participants are subject to the rules of behaviour pertaining to any accommodation, travel or services provided by a third party on the Trip (even if booked through the Company).
- 18.2. If in the reasonable opinion of the Trip Leader the Customer's (or a Participant's) behaviour is considered objectionable to others, a hazard to themselves or others, illegal, disruptive, threatening or abusive or causing or likely to cause danger, distress or annoyance to others, the Company may not permit that Participant to continue on the Trip and the Company may treat the Participant's Contract as having being terminated by them and neither the Company nor any third party acting on behalf of the Company in the Trip shall incur any liability for any damage, loss, cost or expense incurred by the Participant as a result.
- 18.3. In particular, the Customer or any Participant may be prevented from proceeding with travel arrangements in the event that they are not complying with such rules of behaviours and/or are not behaving in a reasonable or appropriate manner. In the event that the Customer or any Participant is prevented from boarding a flight (or other form of transport) the Company will treat the Booking as a whole, or in relation to the Participant(s) concerned (as appropriate) as cancelled by the Customer from that moment, and the Customer will be liable for full cancellation charges in accordance with clause 8. Where the flight (or other form of transport) is outside the UK the Customer will be fully responsible for the Customer's (or Participant(s)' concerned) return to the UK and for any other persons accompanying them and no refunds, cost, damages, loss, expense or compensation will be payable to the Customer or Participant.
- 18.4. In the event any Trip is cut short (whether in whole or in part), delayed or cancelled as a result of the Customer or a Participant, the Company may make a claim against the Customer for any costs and expenses incurred as a result of such behaviour (for example, the cost of diverting an aircraft or ferry to remove the Customer or a Participant).
- 18.5. In this event, the Customer or Participant (as applicable) is solely responsible for their repatriation (in full) from the country in which they are in at the time of their participation in the Trip being terminated.
- 18.6. The Customer is fully responsible for the cost of any damage caused by the Customer or any Participant during the Trip (including without limitation damage to any accommodation or its contents) and may need to be paid locally.
- 18.7. If a Participant's behaviour results in the Company being unable to fulfil an aspect of the in-country itinerary, the Company may make a claim against the Customer for any costs, damage, loss and/or expenses incurred as a result of such behaviour

(for example, compensation due to other Participants or additional travel/accommodation costs). Criminal proceedings may also be instigated.

19. PARTICIPATION REQUIREMENTS

- 19.1. The Customer acknowledges and agrees that it is necessary for the Company to carry out an assessment of each Participant to ensure that they are fit and able to complete the proposed itinerary of the Trip. The Customer agrees to ensure that each Participant will comply fully with such assessment and give full and accurate information as to their fitness. The Customer acknowledges and agrees that if the results of the assessment are such that the Company is not confident that the Participant can participate in the Trip they may be advised not to take part in the Trip, or there may be conditions attached to their participation. These requirements are for the safety and wellbeing of the Participants and it is the responsibility of the Customer to notify the Company if the condition or circumstances of any Participant changes in such a way that may affect their being fit and able to complete the proposed itinerary of the Trip, after the assessment. If the Customer is unsure, they should contact the Company to discuss what the Trip entails.
- 19.2. Participants with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner before making a Booking. We may require a written report from the Participant's doctor attesting that they are fit to travel under the Trip conditions. Failure to provide such written report may put the Participant's place in the Trip at risk and we may deem the Trip cancelled by the Participant, in which case the cancellation charges in 8.2 shall apply.

20. SPECIAL REQUESTS

- 20.1 Customer should advise the Company of any special request (for example: special diet or on account of physical disability) at the time of Booking. Whilst the Company will use its reasonable efforts to arrange any reasonable special requests, the Company cannot guarantee that they will be fulfilled and any failure to arrange a special request on the Company's part shall not be deemed as being a breach of our Contract with you. The fact that a special request has been noted on your Booking Form or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. We reserve the right to decline any booking that is conditional upon any special request being met.

21. SAFETY AND SECURITY

- 21.1. Customer's and Participants' personal belongings are their own responsibility during the Trip.
- 21.2. Activities which take place outdoors are provided subject to appropriate weather conditions prevailing at the time the activity is to take place.
- 21.3. The Customer must ensure that any activity or facility selected by any Participant

is suitable for those who are taking part and that you have adequate insurance for the activity.

- 21.4. The Customer and each Participant are required to follow any safety advice provided by the Company (or on its behalf).
- 21.5. Customers and Participants are not permitted to bring or use, any shotgun, knife, firearm, air weapon, archery equipment, fireworks (including sparklers), illegal substances or any other similar item, under any circumstances.

22. BROCHURES AND INFORMATION

- 22.1 All information published by the Company, whether as brochure, written material, electronic or otherwise is correct (to the best of the Company's knowledge) at the time of going to press but the right is reserved to change the same. Photographs and information depict typical scenes and detail but the actual subject matter depicted may not be seen or experienced whilst on holiday.

23. COMPLAINTS

- 23.1. Any complaints regarding the Trip should be made to the Trip Leader immediately. The Trip Leader will use reasonable efforts to resolve the problem promptly to the Customer's satisfaction and will also notify the Company.
- 23.2. Any complaint which is notified verbally and is not resolved to the Customer's satisfaction during the Trip, should be put in writing as soon as possible on return from the Trip. In the event the Customer is not satisfied with the resolution during the Trip the Customer should put the complaint in writing to the Company at [info@threedegreessouth.com] within fourteen (14) days of the date when the Trip finished, including full name and address, the Trip concerned, the nature of the complaint and how the Customer wishes the matter to be resolved.
- 23.3. In the event that the Customer is not satisfied with the Company's response, they must be informed within twenty eight (28) days from the date of their response to the Customer. If the Customer fails to follow this simple complaints procedure, their right to claim any compensation they may otherwise have been entitled to may be affected, or even lost, as a result.

24. ADDITIONAL ASSISTANCE

The Company will provide appropriate assistance in the event that the Customer or a Participant experience difficulty whilst in destination, in particular, by providing information on health services, local authorities and consular assistance; and helping you to make any necessary phone calls/emails and find alternative travel arrangements. The Company will charge a reasonable fee for such assistance if the difficulty is caused intentionally by you or a person in your booking, or as a result of your negligence.

25. FINANCIAL PROTECTION

Three Degrees South Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations" all passengers booking with Three Degrees South Ltd are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your Booking Confirmation form. Such amount is fully protected and is held within an independent Trust Account, managed by Protected Trust Services Ltd of 307-315 Holdenhurst Rd, Boscombe, Bournemouth BH8 8BX and its Trustees, chartered accountants - Elman Wall Ltd of 8th Floor, Becket House, 36 Old Jewry, London EC2R 8DD.

26. GENERAL

- 26.1. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 26.2. The Company reserves the right to employ sub-contractors for all or part of its services.
- 26.3. The Company may transfer and / or assign its rights and / or our obligations under these Conditions. This will not affect your rights under this Contract.
- 26.4. If either you or we breach this contract and the party not in breach ignores this, the party not in breach will still be entitled to use its rights and remedies at a later date.
- 26.5. If any part of these Booking Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other clauses and the remainder of the provision in question shall not be affected.
- 26.6. A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
- 26.7. The Company reserves the right to amend these Conditions from time to time. The Customer will be subject to the Conditions in force at the time the Customer receives the Booking Confirmation.
- 26.8. This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.