

1. Who are we?

1.1 All Kandoo Adventures' tours are operated by Expedition Adventures Limited, a company registered in the UK which trades as Kandoo Adventures.

1.2 Our company number is 7149227 and our registered office address is Expedition Adventures Limited, Winwood House, Corney Square, Penrith, Cumbria, CA11 7PX. In these Terms, we refer to Expeditions Adventures Limited, t/a Kandoo Adventures, as "us", "we", "our", and we refer to you, and the group of people travelling with you as "you", "your", "yours". Your trip or Product will be operated by us.

2. Our contract with you

2.1 These Terms and Conditions (Terms) apply to any travel products and/or services purchased from us (Product, and the term Products shall be interpreted accordingly), and govern the contractual relationship between you and us with respect to any such Products (Contract).

2.2 Please read these Terms carefully as by booking any Product with us or by travelling on a Kandoo Adventures tour or Product you acknowledge that you:

2.2.1 have read and understand these Terms; and

2.2.2 indicate your acceptance of and agree to be bound by these Terms.

3. The booking process

3.1 Your booking is confirmed and there will be a Contract between us on the basis of these Terms when we either:

3.1.1 confirm your booking in writing by sending our Booking Form (Booking Form) to the designated contact person (Lead Participant); or

3.1.2 receive your Booking Form, and confirm your booking in writing.

3.2 The Lead Participant confirms that:

3.2.1 they are over the age of 18 years old;

3.2.2 they will provide full, complete and accurate information as requested by us from time to time;

3.2.3 if there is more than one person travelling with the Lead Participant and named on the Booking Form (Group), the Lead Participant, confirms that they are deemed to have authority to book and accept these Terms on behalf of all of the people in the Group, including minors and those under a disability (collectively the Participants, and individually a Participant), and that:

3.2.4 they are the designated contact person;

3.2.5 they have communicated all necessary information to the other Participants;

3.2.6 the information that they provide regarding all Participants is complete and accurate, and that they have permission to share such information with us; and

3.2.7 they will inform all other named Participants of the applicability of these Terms.

3.3 We will send our detailed instructions for joining or commencing the applicable Product (Joining Instructions), as well as a final briefing containing information for arrival and travelling in relevant countries (Final Briefing) to you prior to the date on which you commence your Product (Commencement Date).

3.4 All dates, itineraries and prices are indicative only and the price quoted at the time of Booking shall be the applicable price, subject to the surcharges that may be levied in accordance with clause 7 . Changes, revisions, or other amendments may be made to the particulars contained in any brochure or on our website at www.kandooadventures.com. (Website), either before or after a Contract is concluded, and such changes, revisions or amendments shall be incorporated as of the date of such amendment.

4. Our liability - Your attention is particularly drawn to the contents of this clause 4 and clause 6

4.1 Nothing in these Terms shall limit or exclude our liability for:

4.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; or

4.1.2 fraud or fraudulent misrepresentation.

4.2 Subject to clause 4.1:

4.2.1 we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

4.2.2 our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid by you for the Product .

4.3 We are not liable for:

4.3.1 any damages, expenses, losses, or claims which are attributable to:

4.3.1.1 the fault of any Participant; or

4.3.1.2 the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any part of the Product(s); or

4.3.1.3 an event of Force Majeure or any other unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided. In these Terms, an Force Majeure means any act of God, war or war like operations, mechanical breakdowns, terrorist activities, or threat of terrorist activities, civil commotions, labour difficulties, interference by authorities, political disturbance, howsoever and wheresoever any of them may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond our reasonable control;

4.3.2 any failure in the performance of the Contract that is due to:

4.3.2.1 you; or

4.3.2.2 a third party unconnected with the provision of the Product and where the failure is unforeseeable or unavoidable;

4.3.2.3 an event of Force Majeure;

4.3.2.4 an event which we or our suppliers, even with all due care, could not foresee or forestall;

4.3.3 any illness, injury or death sustained whilst taking part in any of our Products, except where such illness, injury or death is directly caused by our negligence or the negligence of our employees;

4.3.4 any loss, theft of or damage to your personal property. All baggage and personal effects are at all times at your own risk. You should not leave personal belongings unattended in any public areas, on board any mode of transportation, or elsewhere, and are responsible at all times for your belongings.

4.4 The Products do not include any transfers to or from the departure point set out in your Joining Instructions (departure point).

4.5 You are entirely responsible for securing and must be in possession at all times while on a Product tour of a valid passport required for entry, departure and travel to each country or region visited or travelled through throughout the itinerary of the applicable Product tour, and for re-entry to your country of residence or departure (passport must be valid 6 months past the last date of travel with us), as well as all visas, permits and certificates including vaccination certificates, insurance policies and other relevant documents required for entry into all regions and participation in all parts of the Product tour itinerary. The visa and health requirements applicable to all countries are subject to change, and we advise that you check current requirements prior to your departure date. We will not be liable if you cannot take part in your trip because of incorrect documents or failure to meet passport, visa or immigration requirements.

4.6 It is in the nature of a trip of this kind that arrangements and participants have to be flexible. While we use all reasonable endeavours to ensure a trip runs according to your itinerary, the day-to-day agenda and ultimate goal of the trip are taken as aims and not as contractual obligations. It is a necessary condition of your joining any of our trips that you accept this flexibility. Occasionally, we may have to make changes and we reserve the right to do so at any time.

4.7 If you are unable, or choose not to complete an itinerary outlined for a trip, we are not liable to supply alternative itineraries, excursions, accommodations, services or staff that may result from the change. We allow you the flexibility to decide during a trip if you would like to alter your plans but no refunds are issued for shortened trips and no additional costs incurred will be reimbursed by us.

4.8 You acknowledge that the nature of the Product tour is adventurous and may involve a significant amount of risk to your health and/or safety. There are dangers inherent to adventure travel generally and you acknowledge you have considered such risks to health and safety and are willing to assume it to the full extent legally possible, by confirming their booking of such Product. You assume all such risk and release us from all claims and causes of action arising from any losses, damages or injuries or death resulting from these risks inherent in travel, including adventure travel specifically, visiting foreign destinations, and participating in adventurous activities such as those included in the Product itinerary. You acknowledge and accept that standards of hygiene, accommodation and transport in some countries where Product tours take place are often lower than comparable standards and what you may reasonably expect in your home country or region.

4.9 You agree to take all prudent measures in relation to your own safety while on any our tour Product, including, but not limited to, the proper use of safety devices such as seatbelts, harnesses, and helmets, and obeying all posted signs, warnings and all instructions from our Lead Guide or representatives in relation to Participant health and

safety. We, nor our Third Party Suppliers shall not be liable for any failure on your part to comply safety instructions or recommendations of us or our Third Party Suppliers.

4.10 You agree that you have read all relevant pages of the Website and complied with all relevant obligations set out in the "Details" section of the product page including "Trip Information", "Equipment and Clothing" and "Formalities and Health". You also agree that you have read and will comply with all relevant obligations set out in the supplied Trip Dossier Document.

4.11 You are responsible for bringing with you the proper clothing and equipment, which we advise you about on our website. If you need to hire any equipment you should notify us at the time of booking. If our Lead Guide does not believe you have proper equipment you must follow his advice to hire or buy the items required locally. You and/or all members of your group may not be allowed to start a climb/trek unless all members have proper equipment and in the event this applies, no refunds or compensation will be paid. You must take all prudent measures in relation to your own safety while on the trip including the proper use of safety devices such as seatbelts, harnesses, and helmets, and obey all health and safety related posted signs and warnings. You must also follow all such instructions from the Lead Guide and representatives. We shall not be liable if you fail to follow any such instructions, signs or warnings.

4.12 Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant embassies and/or consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

4.13 The visa and health requirements applicable to all countries are subject to change, and we advise that you check current requirements prior to your departure date. It is your responsibility to obtain and take with you all relevant documents for your travel arrangements prior to your departure date. We will not be liable if you cannot take part in your trip because of incorrect documents or failure to meet passport, visa or immigration requirements.

4.14 You agree that you are responsible for any costs incurred by us or our suppliers or our partners, as a result of damage, destruction, theft, or excess cleaning fees caused or occasioned by you while on tour. You agree to immediately report any pre-existing damage of this kind to staff of the accommodation, transportation service, or facility (as appropriate) and/or a Kandoo Adventures' representative as soon as possible upon discovery by you.

4.15 You agree to bring any complaints regarding a Product to us as soon as possible in order to provide us with the opportunity to address such complaint properly. You agree to inform the Tour Leader or other designated Kandoo Adventures representative at the earliest opportunity, or to the Kandoo Adventures local Office Manager at the nearest

location to the applicable Product tour, or to Kandoo Adventures' Customer Service department directly. We assume no liability for complaints that are not properly brought to the attention of us with sufficient notice for us to resolve or attempt to resolve any complaints. Any complaint made after the completion of a Product tour must be received in writing by us via our agents and representatives or directly within 14 days of the end of the Product tour.

4.16 If you have a problem during your Product trip, you must inform your Lead Guide who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 14 days of your return home by writing to our Customer Services Department, Expedition Adventures Ltd., Winwood House, Corney Square, Penrith, Cumbria, United Kingdom, CA11 7PX, United Kingdom, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly suggested that you communicate any complaint to your Lead Guide without delay and complete a report form whilst on the tour. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint during your trip and this may affect your rights under this Contract.

4.17 This clause 4 shall survive termination of the Contract.

5. Lead guide authority

5.1 Signing our booking form signifies your agreement to abide by the authority of the lead guide, who represents us (Lead Guide). The decision of the Lead Guide as to the conduct, itinerary and objectives of the Product tour is final. If, in the opinion of the Lead Guide, your behaviour or physical condition is detrimental to the safety, welfare of you or any member of your party (which are the paramount considerations), or any other customer of ours, or the Lead Guide, or if the Lead Guide considers the general well-being of anyone on your trip will be put at risk by you or any of your Group continuing with the trip, you and/or anyone in your group will be asked to leave the trip or tour without the right to any refund for unused services.

6. We are not liable for our third party suppliers

6.1 We make arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties (Third Party Suppliers) to provide you with the travel services and other services you purchase or which form the component parts of your Product Tour. Third Party Suppliers may also engage the services of local operators and/or sub-contractors for the provision of travel services that form part of the Product tour(s). Although we take all reasonable care in selecting Third Party Suppliers, we are unable to control Third Party Suppliers and do not supervise Third Party Suppliers and therefore cannot be responsible for their acts or omissions. Optional extras (which for the purposes of this section mean any activity, transportation, meal, or any other product or service not expressly included in the Product description or itinerary, or in the price of the Product) do not form part of the Product.

6.2 Optional activities, excursions or other tours that you may choose to book or pay for whilst you are on trip are not part of your trip provided by us. For any optional activity, excursion, or other tour that you book, your contract will be with the operator of the activity, excursion or tour and not with us. We are not responsible for the provision of the activity, excursion or tour, or for anything that happens during the course of its provision by the operator. The Participant agrees that any assistance given by the Lead Guide or other Kandoo Adventures' representative in arranging, selecting, or booking any optional extras is purely at the request of the Participant, and we make no warranties regarding such information and expressly disclaim any liability whatsoever arising from any optional extras or participation in them by any Participant, or any information provided by any of our representatives or the Lead Guide regarding any optional extras. Accordingly, we are not liable for any claims and causes of action arising from any damage, loss of enjoyment, inconvenience, or injuries related to or arising from participation in or booking of any optional extras.

6.3 Any Participant using any optional extra services or activities as set out in clause.

6.2 above shall be deemed to agree and consent that any liability for any loss, damages, death, personal injury, illness, emotional distress, mental suffering or psychological injury or loss of or damage to property shall be the sole responsibility of the provider of such service or activity.

6.4 If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures in the optional extras set out in clauses 6.2 and/or 6.3 above, or due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even though all due care had been exercised, or an event which we or such suppliers, even with all due care, could

not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

6.5 Occasionally luggage is lost or delayed by an airline and this can cause a major problem for a Product. You are advised to travel to the departure point in walking boots and carry essentials in your carry-on luggage. If luggage is delayed we will do everything to help, however, all additional out-of-pocket costs have to be paid locally and should be charged back to your airline or your insurers. This includes the cost of taxis for shopping and/or collecting items from the airport.

6.6 TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE ARE NOT LIABLE AND WILL NOT ASSUME RESPONSIBILITY FOR ANY CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES ARISING OUT OF INCONVENIENCE, LOSS OF ENJOYMENT, UPSET, DISAPPOINTMENT, DISTRESS OR FRUSTRATION, WHETHER PHYSICAL OR MENTAL, RESULTING FROM THE ACT OR OMISSION OF ANY PARTY OTHER THAN US AND OUR EMPLOYEES.

6.7 This clause 6 shall survive termination of the Contract.

7. Medical conditions & medical form

7.1 All Participants must immediately provide all requested relevant medical information to us. The type of Product applicable to each Group, and the resulting medical requirements for all Participants, will be set out in the Booking Form. The types of Product are cultural trip (Cultural Trip), adventure trip (Adventure Trip) and expedition trip (Expedition).

7.2 If:

7.2.1 You are taking part in an Adventure Trip or an Expedition, you agree that, prior to the Commencement Date, our medical form (Medical Form) must be completed by each Participant; and

7.2.2 any Participant indicates on the Medical Form that they have any pre-existing medical conditions which may, in our opinion, have an impact on their ability to complete activities included in the Product, their ability to travel to remote areas removed from medical facilities, or which may have any impact whatsoever on their ability to travel or the travel experience of others taking part in the Adventure Trip or Expedition; or

7.2.3 we decide for any reason that a Participant must provide further medical information and/or medical assurance to us; you and/or the relevant Participant must provide a medical certificate, duly completed and signed by a licensed, competent and

practising physician (GP Certificate), to us upon request, and/or prior to or in conjunction with any final payment to us in respect of the Product.

7.3 You agree to complete the Medical Form honestly and accurately and that you will disclose all relevant medical information history to us. We will maintain the information in strict confidence, in accordance with our Privacy Policy.

7.4 We reserve the right to request further information or professional medical opinions in certain instances where it is deemed in the best interests of the Participant or necessary for the safe operation of the Products.

7.5 Your booking is accepted by us on the understanding that you realise and accept the risks and hazards potentially involved in adventure trips and that you are mentally and physically capable of undertaking your chosen trip.

7.6 You must tell us if you have an existing medical condition or disability that might affect your trip.

7.7 Many of our expeditions involve going to high-altitude or remote locations or poorly developed regions and carry an inherent risk of altitude illness. Similarly, most trips visit remote locations or poorly developed regions where infrastructure is limited. In such places, the risks to health are increased and the ability to treat injury or illness effectively is reduced. Additionally, anything that involves crossing glaciated terrain or snow-bound passes, are hazardous activities with a risk of serious injury or death. By signing the Booking Form and by embarking upon your Product trip, you acknowledge these hazards and your acceptance of the associated risks.

7.8 We retain the absolute right to deny you permission to travel or participate in a Product where we, acting reasonably and with regard to your health and safety or the health and safety of any other customers travelling with us, or our staff or representatives, believe that your participation would be potentially detrimental, difficult, dangerous, reckless or hazardous. In reaching our decision, we may use information provided in the Medical Form, GP Certificate, expert opinions, and/or other information. We may refuse to provide a Product and/or our services to Participants who are over 24 weeks pregnant or Participants with certain conditions, if suitable accommodation or alternative Products or services cannot be arranged. We will provide a written explanation for any such decision upon request from you but our decision will be final.

7.9 To ensure your safety and the safety of all Participants, it is essential that you complete Medical Form and/or GP Certificate on time. Failure to complete them for any reason by the deadline indicated by us from time to time, will result in us treating any such Participant's booking as cancelled, and all applicable cancellation fees shall apply.

7.10 Our Products may not be suitable for all people due to restrictions posed by limitations in mobility, physical or cognitive disability, pregnancy or various other physical or mental conditions. You are solely responsible for assessing your suitability and capability to participate in a Product. You are encouraged to seek medical advice regarding your fitness to travel and participation in adventure travel. It is your responsibility to ensure that you receive all necessary or advisable vaccinations before you travel with us and to carry any medication or medical precautions (for example malaria tablets). We are not qualified and are unable to provide medical advice beyond basic first aid.

8. Insurance

8.1 IT IS ESSENTIAL THAT ALL CLIENTS OBTAIN TRAVEL INSURANCE WITH A MINIMUM MEDICAL, EVACUATION, AND REPATRIATION COVERAGE OF £200,000 covering all applicable dates of any travel with us. The cost of the Product DOES NOT INCLUDE INSURANCE.

8.2 To take part in the Product all Participants must be covered by adequate insurance for the complete duration of your trip. Your insurance must include cover for all activities of your Product and for travel to the destination. Your insurance must cover you for the altitude specified in your itinerary for your Product, medical expenses, injury, death, cost of repatriation and evacuation via whatever means necessary including by helicopter and/or air ambulance. If, in the event of an emergency medical rescue or evacuation from a Product tour, either by foot, helicopter or otherwise, the responsibility for the payment of such costs will lie with you. Any subsequent costs incurred for expenses such as hotels, food, transport etc. shall also be borne by you. We reserve the right to cancel your booking at any time if you have not provided proof that adequate insurance cover is in place.

8.3 On the first day of each Product tour, the Lead Guide will verify that all Participants have such insurance in place, and if not, and cover cannot be obtained, the relevant Participant will not be permitted to participate in the Product. If such Participant is a minor, an applicable adult Participant will also not be permitted to participate in the Product.

8.4 It is strongly recommended and encouraged that Participants also extend their coverage to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Participant.

8.5 Some standard insurances may not cover the type of activity included in the Product. When obtaining travel insurance, you must ensure the insurer is aware of the type of travel and/or activity to be undertaken.

9. Prices, surcharges and taxes

9.1 Due to the nature of adventure travel and the price of the resources upon which it depends, the published price of any Product is subject to change at any time, before or after booking confirmation, up to 30 days before the Commencement Date of such Product.

9.2 All prices are exclusive of applicable sales taxes.

9.3 We reserve the right to impose surcharges on any Product(s) (even after a confirmation invoice has been issued), but only for reasons arising from increases in transportation costs, fuel costs, dues, taxes, park fees, permit charges or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airport charges, local operator costs, currency and exchange fluctuations, increases in taxes, or government action which impacts the price of the applicable Product(s) (Disbursements). We shall only do this where the increase in question is greater than 2% of the original price paid for the Product (excluding add-ons, insurance, and taxes). We shall notify you as soon as possible.

9.4 In the event of an increase by us in accordance with clause 9.3 above, you may either:

9.4.1 cancel the applicable Product booking in accordance with clause 11.2 below; or

9.4.2 accept the change of price.

9.5 You must notify us of your decision within 7 days of receipt of notice of the increase. If you do not notify us, then you will be deemed to have accepted the price change.

9.6 We may offer reduced pricing or offers on selected Product tours. Any offers apply to new bookings. Any bookings that have already been confirmed are not entitled to any such offer.

9.7 If you choose not to use any services that are part of the Product, you will not be entitled to any reduction in or repayment of the price.

9.8 You must provide all necessary information requested by us along with your final payment. If you fail to provide such information prior to the day full payment is due in

respect of the relevant Product, an administrative fee of £30 will be payable. In addition, if you fail to supply required information for certain Disbursements such as air tickets and Inca Trail permits, you shall bear all responsibility and liability for any failure to obtain or provide such information. All such information required by us will vary, depending on the type of Product, and the requirements will be communicated to you during the booking process.

9.9 We reserve the right to treat the Contract as cancelled and levy any cancellation fees deemed reasonable by us, if you fail to provide any of the information in accordance with clause 9.8 above.

10. Special requests, age requirements and family tours

10.1 We will endeavour to accommodate any special dietary and/or other requests that you may have. However, all Participants should be aware that many of our destinations, and in particular the Adventure Trips and Expeditions that we offer, do not always allow for such dietary and/or other requests to be met. Any such requests do not form part of these Terms or the Contract between us.

10.2 Participants aged 18 at the Commencement Date are deemed to be adults (Adult). On all Products a maximum of two minor Participants (Participants who are under the age of 18 (Minor)) must be accompanied by an Adult Participant. Unless otherwise indicated in the tour description, or otherwise by us, in respect of all Products, the minimum age for Participants is twelve (12) years old.

10.3 To travel on our open group, an Adventure Trip or an Expedition, all Participants must be over the age of 16 prior to the Commencement Date. This requirement does not apply to private group trips although certain destinations do have minimum age requirements in order to obtain a permit. If you are looking to bring a minor please do check this before booking.

10.4 All bookings that contain a Minor Participant or Minor Participants are subject to review and approval by us. Minors, under the age of 16, wishing to participate in an Adventure Trip shall be reviewed by Kandoo Adventures and must be part of a private group booking only.

10.5 Each Adult travelling with any Minor Participants is joint and severally responsible for the behaviour and wellbeing of all Minor Participant(s), and expressly accepts these Terms on their behalf.

10.6 In order to book any Products designated on our website, in relevant brochures, or otherwise indicated by us to be a "Family Tour", Participants must be travelling as part

of a “Family Unit”. A “Family Unit” shall consist of a group of two or more Participants, travelling and booking together, where at least one such Participant is a Minor in the care of at least one of the accompanying Adults. One Minor may accompany one or more Adults for the purposes of being considered a “Family Unit”. We reserve the right to cancel the booking of any Participants travelling or purporting to travel on a Family Tour who, in our sole discretion, do not properly constitute a Family Unit.

11. Deposits and discounts

11.1 At time of booking a Product a non-refundable deposit of 20% of the value of the Product per Participant is due from the Participant to us. Your trip is not booked until this deposit has been paid.

11.2 From time to time we may offer a low deposit booking option where less than 20% of the cost of the Product value is required to confirm your booking. The balance of the normal deposit will be added to your final payment which is due 60 days prior to departure.

11.3 If you cancel your trip more than 56 days prior to the trip departure date, the full deposit paid will then be eligible for our "lifetime deposit" scheme as set out in 11.5 below. If you cancel less than 56 days before the trip departure date, the clause 12 below applies.

11.4 If the booking is made 56 days or less prior to the Commencement Date, full payment of the price for the Product is due at the time of booking.

11.5 We advise that you book any extensions, extra services or additional accommodation at the time you make your initial trip booking.

11.6 Should you cancel your booking more than 30 days prior to the commencement date of your trip (for any reason other than non-payment or any other breach of these Terms), the Deposit, less any non-refundable Disbursements, will be held as a “lifetime deposit” with us (Lifetime Deposit), subject to the full extent of these Terms. Lifetime Deposits have no expiry and may be applied, by the Participant who originally made the cancelled booking in respect of which such Lifetime Deposit was originally received, towards payment of a deposit on any other Product. The Lifetime Deposit has no cash value and is non-transferable. Only one Lifetime Deposit may be applied per Participant, per Product booked. Lifetime Deposits may only be applied to new bookings. A Lifetime Deposit may not be applied to the same or similar dates of travel or a Product at a price lower than the Product which was cancelled and/or in respect of which the Lifetime Deposit was originally received.

11.7 Lifetime Deposits are not applicable to cancellations made less than 30 days prior to the commencement date of your booking.

12. Cancellation by the participants

12.1 You have the right to cancel your booking for 14 days. If the Commencement Date of your trip is less than 14 days after the date of booking, you are waiving this right to cancel.

12.2 You may cancel your booking by notifying us. The applicable cancellation fees shall be determined as follows:

12.2.1 Cancellation received 56 days or more before the Commencement Date: Disbursements will be retained by us, the Lifetime Deposit shall be held by us in accordance with these Terms, and the remainder of the payments made by you to us in respect of the cancelled Product shall be refunded to you.

12.2.2 Cancellation received less than 56 days before the Commencement Date: Disbursements will be retained by us, the Lifetime Deposit shall be held by us in accordance with these Terms, and an amount equal to 50% of the remainder of the payments made by you to us in respect of the cancelled Product shall be refunded to you.

12.2.3 Cancellation less than 30 days before the Commencement Date: No refund shall be payable to you and no Lifetime Deposit shall be retained.

12.3 Note: if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from the insurance company.

13. Force majeure & cancellation of a product by us

13.1 We endeavour to operate all scheduled Products as scheduled (subject to minimum numbers being reached and reasonable itinerary changes as contemplated elsewhere in these Terms), except in Force Majeure situations.

13.2 If a Product tour is cancelled by us before the Commencement Date for reasons arising from Force Majeure, minimum numbers not being reached, or the fault or negligence of or within our reasonable control, you shall have the choice of:

13.2.1 accepting from us a substitute Product of equivalent or superior value, where such substitute is reasonably available; or

13.2.2 accepting from us a substitute Product of lower value if no Product of equivalent or superior value is reasonably available, and to recover from us the difference in price between the price of the Product originally purchased and that of the substitute Product; or

13.2.3 accept from us a full refund of all monies paid for the cancelled Product(s).

13.3 We are not responsible for any incidental expenses or consequential losses that the Participant may have incurred as a result of the cancelled booking.

13.4 If, for a reason outside of our control, we have to cut short your trip, no refund or compensation will be made for any unused hotel accommodation, hire equipment, air tickets or any other unused service or feature of the trip. In particular, we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of Force Majeure. In these circumstances you will be responsible for any additional costs that you might incur whether for additional hotel accommodation or changes to flights.

14. Images and marketing

14.1 The Participant agrees that while participating in any Product tour, images, photos or videos (Images) may be taken by other Participants and/or our representatives and/or the Lead Guide that may contain or feature the Participant in part or in whole. The Participant acknowledges that they consent to any Images being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to us, our affiliates and assigns, to reproduce for any purpose whatsoever (including marketing and promotions), in any medium whatsoever, whether currently known or devised after the Commencement Date, without any further obligation to the Participant or compensation payable to such Participant.

14.2 Any Images may be used by us without charge in all media (whether now existing or in the future invented) for bona fide promotional materials of any kind, such as brochures, website, slides, video shows and the internet. You may withdraw this consent at any time by notifying us by email to info@kandooadventures.com, telephone to 01283 499980 or post to Customer Services Department, Expedition Adventures Ltd., Winwood House, Corney Square, Penrith, Cumbria, United Kingdom, CA11 7PX.

15. Privacy policy and how Kandoo use your information

15.1 Kandoo Adventures must collect personal information from Participants in order to give effect to any booking and/or Booking Form, to deliver the Products and any collateral services, to assist in evaluating such Products.

15.2 Kandoo Adventures adheres to the General Data Protection Regulations (EU) 2016/679 (and any implementing legislation) (GDPR) and takes care to safeguard all Participant information and protect the privacy of all of our Participants.

15.3 Kandoo Adventures collects, uses and discloses only that information reasonably required to enable us to provide the particular Product or service that you have requested as described in our Privacy Policy, which can be accessed any time at <http://www.kandooadventures.com> and is expressly incorporated into these Terms. For the purposes of the GDPR, Expeditions Adventures Limited, t/a Kandoo Adventures is the data controller. Our Privacy Policy sets out the scope, nature and purpose of processing by Kandoo Adventures, the duration of the processing and the types of personal data.

15.4 In particular, we may need to share your information, as necessary, with our Third Party Suppliers and operators who deliver services or component parts of our Products to Participants, in order to enable them to provide such Products and services. All such Third Parties Suppliers are bound by the terms of our Privacy Policy. By submitting any personal information to us, Participants indicate their acceptance of the terms of our Privacy Policy. You will be asked in any event to confirm that you have read and agree with the Privacy Policy when you provide such information on the Booking Form.

15.5 The Lead Participant will ensure that they have all necessary appropriate consents from the other participants when booking with Kandoo Adventures.

15.5 Kandoo Adventures shall, in relation to any personal data processed in connection with the performance by Kandoo Adventures of the services:

- (a) process that personal data only in accordance with the Privacy Policy and to provide the services unless Kandoo Adventures is required by the laws of England and Wales to otherwise process that personal data (for example the issue of invoices showing VAT).
- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal

data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all Kandoo Adventures personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

(d) notify the Participants without undue delay on becoming aware of a personal data breach.

15.6 A Participant consents to Kandoo Adventures providing information to Third Party Suppliers which are outside of the EU in order to carry on an perform elements of the services.

16. Social media policy

Kandoo Adventures provides as a complementary service updates on social media about its treks. This service is not part of the contractual arrangements and is discretionary. Kandoo Adventures accepts no responsibility for any issue resulting from an update not being made or for any incorrect information provided in an update. All updates are posted live by destination teams based on text updates from guides on the mountain which are often incomplete or unable to be provided because of connectivity issues.

If you do not want to be identified in social media updates you must notify the destination team on arrival.

For contractual, commercial and legal reasons, you agree as a condition of this booking that you will not attempt to communicate directly, or indirectly, with any of our guides either by social media, email or in any other way. This includes sending friend requests on Facebook or messaging on platforms like WhatsApp. It is a condition of all guides' employment contracts that they do not communicate with clients directly. This policy is enforced with zero tolerance. If you encourage them to break this policy you will likely lead to their dismissal.

17. Flight issues in Nepal

This information is critically important and must be read carefully. If you do not understand anything, please ask us and we will explain further.

17.1 General information

When an internal flight is booked in Nepal it is booked for a particular day, not for a particular timed flight. The airlines run shuttle planes many times daily, with the number of planned flights reflecting booked volumes. There are also no allocated seats on a plane so you will not be given a specific seat number. On the Lukla flight there is a rush to get seats on the left-hand side outward bound and to get seats on the right on the return as these offer the best view of the Himalaya.

When a booking is made, we are allocated to the airline's passenger departure list for that day and then allocated a flight based on when we booked. The further down the list of bookings we are, the later our flight will be. If there is bad weather at Lukla, all flights will be delayed. This might be for an hour, or it may be all day and at any point until late in the afternoon nobody will know if any flights are going. If we are booked on a later flight there is a much higher risk, if there are any delays, that the flight will not go at all. Inevitably this process is time-consuming and frustrating as we need to be at the airport early and then may have to wait all day before being told the flight is not leaving that day.

Please accept that delays at Lukla - and what appears to Westerners as total chaos - is beyond our control and is the same for all tour operators and travelers.

17.2 Flight changes to Ramechhap airport

Due to the increasing number of flights scheduled for Kathmandu airport, the Nepalese Government have decided to ease the pressure by re-routing all flights to and from Lukla during the busiest trekking periods to Ramechhap airport. As priority at Kathmandu airport is given to international flights, it is difficult for the domestic flights to depart on time, especially when poor weather causes flight delays at Lukla. Breaks in the weather at Lukla cannot be taken advantage of if the flight pattern at Kathmandu airport is already busy with international flights. The decision to only operate from Ramechhap airport will allow more domestic flights to operate and schedules can be adapted at short notice to fit in with good weather conditions.

Ramechhap airport is a 4-6 hour drive from Kathmandu. The longer journey time tends to be later in the day when there is more traffic in the Kathmandu Valley. The transfer

to Ramechhap will be in small (14 seater) minibuses which are provided by the airline companies. The transfers will be shared with other operators and will depart from Kathmandu between 2:00 – 3:00am.

Your guide will confirm at your pre-trek briefing if you are flying out of Ramechhap airport. At certain times of year, you may fly out of Kathmandu but come back via Ramechhap.

17.3 Flight delays policy

All of our trips to the Everest region, including trips to climb Island Peak or Mera Peak, start and end with a short internal flight to Lukla Airport from Kathmandu. Lukla is situated at 2800m and the airport can be shut down by adverse weather conditions.

All our trips via Lukla are designed to allow great acclimatisation to ensure the very best chance of success and include a day back in Kathmandu as a contingency in case flights to or from Lukla are delayed. In recent years more and more flights to and from Lukla are subject to delays because of bad weather.

We therefore recommend that you consider one of these options. Please note that if flights are delayed for several days, you may still need to pay for a helicopter, even if you have already allowed for extra time in Kathmandu

- Book an international flight with a flexible ticket so that you can change the flight at no cost without incurring additional expense.
- Book further days in Kathmandu as contingency days so that if your flight is delayed you will not miss your flight. We can arrange extra nights for you at the post-trek hotel
- Be prepared to pay for the cost of a helicopter flight to or from Lukla. Helicopters can fly in bad weather and so are not subject to as many delays, although they still cannot operate in severe weather.
- Depending on the number of people in the helicopter, this may cost from \$300 to \$500 pp.

17.4 Kandoo Adventures will not be held responsible for additional costs incurred that result from a flight delay and no refunds will be payable.

17.5 Procedure for outward bound flight delays

In the event of a delay to your flight and the beginning of your trek this is the procedure we follow.

Outward bound delays: day one

If your flight is delayed, we will arrange transport back to your hotel and will cover the hotel cost and the cost of the transfers. Hotel costs will not be covered for any customer who has booked a "Kandoo Lite" product which does not include hotel accommodation as standard.

Outward bound delays: day two

If you can fly on the second day your trek will proceed as normal. We have time built into our itineraries to cope with this eventuality. If it becomes clear that you will not be able to fly on a fixed-wing aircraft on day 2, our Guide will arrange to charter a helicopter. The cost of the helicopter is your responsibility. We will use all of the monies paid for the flight to cover part of the helicopter cost. Depending on the number in the group, the net extra cost payable by each passenger will generally be between \$300-\$500pp depending on availability and demand. Your guide will ascertain the best price and let you know as soon as practicable.

If helicopters are not able to fly, we will again arrange transfers back to a hotel and we will cover this cost. Hotel costs will not be covered for any customer who has booked a "Kandoo Lite" product which does not include hotel accommodation as standard.

At this stage we will offer the group an alternative trek that can be completed safely in the time available. This will be to the Annapurna Sanctuary as flights to and from Pokhara are more reliable. This trek will begin on day 3. If you decline this alternative, then effectively our service ends apart from the return airport transfer at the end of your trip. You are responsible for all additional costs incurred while you are in Nepal.

17.6 Procedure for inbound flight delays

Should there be a significant delay at the end of your trek, we will endeavour to get you on the first fixed-wing flights available to Kathmandu. Should helicopters be able to fly, we will discuss with the group the possibility of booking helicopter flights. On the inbound flight we can make separate arrangements for different members of the group, based on their onward travel plans. Again, all helicopter costs are your responsibility.

If you have to stay in Lukla for an additional night, Kandoo Adventures will cover the cost of your lodge for one night. If you choose to stay in Lukla for additional nights to wait for a fixed-wing flight, you will be responsible for all further costs.

Please note that helicopter prices are not fixed. If poor weather persists for several days, there will be a backlog of travellers in Lukla trying to get out, and this will drive up the price. If you wait in Lukla for a fixed-wing flight, the accommodation will become over-crowded and you may still end up requiring a helicopter which could cost more than if you had left by helicopter earlier.

In the event of a delay that affects your onward international flight, you will be responsible for re-booking and for any associated costs.

17.7 Helicopter payment

All costs associated with taking helicopters to and from Lukla are your responsibility so you need to ensure that you have the means to pay for the service. The helicopter companies can accept payment by cash or card. The worst-case scenario is that you need to take helicopters both ways and could be looking at a total expenditure of US\$1000. You may be able to recover these costs from your insurer. Please make sure to request receipts for any additional costs you incur as a result of flight delays, as you may need to submit them to your insurer. We cannot request receipts for you at a later date.

18. ABTA Arbitration scheme & ATOL

18.1 We are a member of ABTA (ABTA number Y2511). ABTA and ABTA members help our passengers to get the most from their travel and assist them if and when things do not go according to plan. This arrangement means your money will be refunded or you will be brought back to the point where your contracted arrangements with us commenced (where your contracted arrangements include return travel to the UK) if already abroad in the unlikely event of our being unable to provide your holiday due to our insolvency or company failure. Please go to www.abta.com for a copy of the guide to ABTA's scheme of Financial Protection. Certain Kandoo Adventures services, e.g. accommodation only, flight only or holidays sold outside the UK, may not be protected under this scheme. You should check with us to see if this protection applies to their booking.

18.2 We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint or dispute arising out of your contract with Kandoo Adventures contact ABTA at 30 Park Street, London, SE1 9EQ or see www.abta.com. The arbitration scheme is arranged by ABTA and administered by the Centre for Effective Dispute Resolution (CEDR) independently. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs. The upper limit on claims is £5,000 per person and £25,000 per booking form. The scheme does not apply to claims which are solely in respect of physical injury or illness or their consequences. It can, however deal with claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. For injury and illness claims, you can request the ABTA Mediation Procedure and Kandoo Adventures has the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

18.3 When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. Our ATOL Number is 10957.

18.4 Many of the domestic flights including in the trips on this website are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed on this website. Please ask us to confirm what protection may apply to you booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. Please see our booking conditions for information, or for more information about financial protection and the ATOL Certificate go to: www.atol.org.uk/atolcertificate.

19. General

19.1 Kandoo Adventures reserve the right to update and/or alter these Terms at any time, and shall post the amended Terms on the Kandoo Adventures Website. Any such amendment shall take effect 10 days following their posting to the Website. The latest Terms, as amended, may be accessed any time on Kandoo Adventures' website at <http://www.kandooadventures.com/terms-conditions/>, or will be sent to Participant upon their written request to Kandoo Adventures. Participants shall be deemed to have accepted any amendments to these Terms on the date that is 10 days after their posting on the Kandoo Adventures' website. Kandoo Adventures recommends that all Participants refer to the Terms prior to their travel to familiarize themselves with the most up-to-date version hereof.

19.2 In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from these Terms or amended accordingly only to such extent necessary to allow all remaining terms and conditions hereof to survive and continue as binding. If any provision of these Terms is found to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

19.3 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party.

19.4 The Participants shall not, without our prior written consent, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of their rights or obligations under the Contract.

19.5 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

19.6 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by us in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further

exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19.7 A person who is not a party to the Contract shall not have any rights to enforce its terms.

19.8 The Contract is subject to the law of England and Wales. Any disputes arising from this contract are to be decided by the English courts. However, if you live in Scotland, you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in either the Northern Irish or the English courts.