

## **Lengthen Your Stride Limited – Terms and Conditions**

### **1. Booking**

To make a booking you must be over 18 and we require a completed booking form and the applicable deposit, as stated on the booking form (or full payment if travel is within 60 days). Deposits are non-returnable. The person making the booking (the “lead name”) accepts these booking conditions on behalf of everyone in their party. If we accept your booking, we will issue a confirmation invoice. A contract will exist between us from the date we issue the confirmation invoice.

If you had not seen these booking conditions when you made your booking (and you will be taken to have seen and accepted them if you have sent us a signed booking form or filled in the online booking form - indicating that you have done so) and you are not happy to proceed with the booking now that you have seen them, please return all documentation to us within 7 days of receiving these conditions.

Your booking will be cancelled and your monies will be returned in full. This ‘cooling off’ period does not apply if booking within 60 days. If you book within 60 days of departure you must pay for your programme in full and you must provide a signed booking form or fill in the online booking form immediately.

Your personal safety is of paramount importance to us and we therefore reserve the right to decline bookings at our discretion if, in our reasonable opinion, the person(s) booking is (are) not suitable to travel with us due to the physical nature of the trip and would thus require an unreasonable level of supervision or assistance by our staff.

### **2. Payment**

When you receive the confirmation invoice please check the details carefully and inform us immediately if anything is incorrect. Spelling of names etc, is particularly important. Names on travel documents must exactly match those shown in passports - we cannot accept responsibility if an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your ticket. Payment for all monies due, including any surcharge, must be paid to us no later than 60 days before trip departure.

If you do not pay the balance by the due date your booking will be cancelled and you will forfeit your deposit. Programme documents will be sent to you approximately 2 weeks before the departure of your trip. Documents will not be issued unless final payment has been received and any cheques have cleared.

In the case of any booking made within 30 days of departure, your documents will be sent to you by Royal Mail Special Delivery. If you elect to have documentation sent by Royal Mail, which is subsequently lost in transit, you will then be liable for courier costs in addition to a re-issue charge (which will be a minimum of £35).

If you live outside the UK we will send your documents by courier and will add a charge of approx. £30 to your booking (this charge is variable depending on your country of residence). It is imperative that you re-confirm your reservations and timings.

### 3. If you change your booking

If, after our confirmation has been issued, you:

- (i) make a change to your existing booking, we will charge an amendment fee of a minimum of £40 per booking for each change or
- (ii) wish to change to another of our trips or change programme dates, we will try to make the changes, provided that notification is received in writing at our offices from the lead name at least 60 days before departure and you pay a minimum of £40 per person to cover our administration costs. Any alteration, whether a change to an existing booking or a change to another trip, or programme date, will be subject to payment by you of any costs imposed by any of our suppliers providing the component parts of the trip. Any alteration by you within 60 days of departure will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out in Clause 4 below.

#### 3.1 Name Changes

Where you are unable to travel for genuine reasons you can transfer your booking to another person, subject to the following:

- a) you must notify us in writing at least 35 days before departure; and
- b) your request is accompanied by written proof of your reason for being unable to travel, all original documents which you have received and the full name and address of the transferee; and
- c) the transferee must fulfill any conditions that apply to the booking; and
- d) payment by you of an administrative charge of a minimum of £40 per person and all costs which those supplying your travel arrangements impose. Both the transferor and transferee are jointly and severally liable for all payments outlined above.

### 4. If you cancel your trip

You or any member of your party may cancel your trip at any time providing that the cancellation is made by the lead name in writing. As this incurs costs, we will retain your deposit and in addition will apply other cancellation charges as shown below:

<b>Period before departure within which written cancellation is received</b>	<b>Amount of cancellation charge shown as percentage of the tour price</b>
More than 60 days*	Deposit only
Between 59 and 40 days*	30%
Between 39 and 28 days	60%
Between 27 and 14 days	90%
14 days or failure to arrive	100%

Additionally, you will remain responsible for the full amount of your insurance premium and this will not be refunded in the event of your cancellation. You may however be able to transfer this cover to another trip.

### 5. Complaint Procedure

If you have any complaint during your trip, you must inform both your expedition leader and the relevant supplier of the service immediately. If you are not happy with their action in response to your complaint, you should notify our office in Farnham immediately, and we shall endeavour to resolve the problem promptly. Failure on your part to notify us and our

suppliers, does not give us the opportunity to take appropriate action to put things right, and may seriously affect your legal rights. If you feel the problem has still not been dealt with, you should notify us in writing within 14 days of your scheduled return to the UK, giving us your booking reference and all other relevant information. We will acknowledge your written notification within 7 days and aim to provide a full response within 14 days. It is unlikely that you will have a complaint that cannot be settled amicably between us.

## **6. Claims against third parties**

If you, or any member of your party, suffer death, illness or injury whilst on expedition arising out of an activity which does not form part of our/your programme travel arrangements, we shall at our discretion, offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided we are advised of the incident within 90 days of its occurrence.

## **7. Surcharges**

Prices quoted for this programme are based on the exchange rates published by Reuters in the relevant business quarter. The price of your trip may be subject to surcharges on the following items:

(i) transportation costs, including the costs of fuel.

(ii) St. Catherine Protectorate dues, taxes or fees chargeable for entry and services, or

(iii) the exchange rates applied to the particular programme. In the case of any small variation, an amount equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, will be absorbed or retained. For larger variations than this 2% will still be absorbed for increases but not retained from refunds. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you may cancel your travel arrangements and receive a full refund of all monies paid, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the date of issue printed on the invoice. No surcharge will be imposed within 30 days of your departure. Whether you cancel or not you will also be entitled, in the terms set out in respect of major changes in clause 9, to accept an offer of alternative trip arrangements from us if we are able to do so and compensation set out below. Trip arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your trip due to contractual and other protection in place. In view of the current volatility of world oil prices, a fuel supplement may be added to the price of your trip at the time of booking.

The 'Local Payment' on some trips can fluctuate occasionally - if this increases significantly we will advise you in advance.

## **8. Changes to your trip**

Before you enter into a contract with us, we reserve the right to change any of the facilities, services or prices described in our correspondence or website. If a change occurs you will be advised at the time of booking.

## **9. If we change your booking**

It is unlikely we will have to make any changes to your trip after you book. However, we plan the arrangements many months in advance and may occasionally have to make changes. Most changes are minor. If a major change becomes necessary, we will advise you of the change as soon as possible.

Important notes: Compensation will not be payable if we are forced to cancel, or in any way change your tour for reasons of consolidation or **force majeure**, namely war, threat of war, riot, civil strife, industrial dispute, terrorist activity, health epidemics, natural or nuclear disaster, fire or adverse weather conditions or other similar events beyond our control and that of our suppliers. Consolidation refers to the fact that the operation of the trip is dependent on a minimum number of persons booking the trip. If that number is not achieved, we reserve the right to cancel the trip. We will not however, cancel a trip for reasons of consolidation less than 6 weeks before the departure date. We strongly recommend that you make no travel arrangements to your point of departure from your place of residence until such time as your travel itinerary has been confirmed. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements.

## **10. If we cancel your trip.**

Sometimes it may be necessary to cancel your trip and we reserve the right to cancel your trip in any circumstances. However, in no circumstances will we cancel your trip less than 2 weeks before the scheduled departure date except for reasons of force majeure or failure on your part to pay the final balance. In circumstances where we are unable to provide the trip booked, we will return to you all monies paid, or where possible offer an alternative trip if appropriate. In case of a cancelled trip departure we strongly advise you not to book any connecting travel that is non-refundable or non-changeable or incurs penalties. We will not be liable to refund any incidental costs incurred for visas, vaccinations or other travel arrangements. If we are forced to cancel your trip after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will refund you for any unused services, if appropriate.

## **11. Compensation or Liability**

Our obligations, and those of our suppliers providing any service or facility included in your trip, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them and to do so with reasonable skill and care. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your trip may involve. Sometimes these standards will be lower than those which would be expected to be found in the west. The services and facilities included in your trip will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.

For claims which do not involve death or personal injury, we accept, and will only have, liability should we or our suppliers fail to satisfy the obligations detailed above. If we have liability we will pay you reasonable compensation if your enjoyment of the trip is adversely affected.

For claims which involve death or personal injury as a result of an activity forming part of your trip, we accept, and will only have liability should we or our suppliers fail to satisfy the obligations detailed above. If we have liability, we will pay you reasonable compensation.

We shall have no liability where the cause of the failure to provide, or failure in, your trip or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your trip and is unforeseeable or unavoidable, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled.

If any international convention applies to or governs any of the services or facilities included in your trip arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded).

International Conventions which may apply include: in respect of the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. Copies of the relevant conventions are available via the web. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your trip.

If you choose to issue court proceedings in respect of a claim against us, you must do so within 1 month of your return. If you do not, then our liability to you will be limited in all cases to the sum of £100.

Other than set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your trip.

## **12. Data Protection Policy**

To ensure that your trip runs smoothly, we need to use information such as your name and address, special needs, dietary requirements, etc. We will apply appropriate security measures to protect this data. However, we must pass it to suppliers of your travel arrangements, hotels and transport companies. We may also supply it to security or credit checking companies, and to public authorities such as tourist police.

We will only pass data, including sensitive information regarding disabilities or dietary and religious requirements, to people responsible for your trip arrangements. If we cannot pass this information to the relevant suppliers, in Sinai, we cannot provide your booking. When you make this booking, you consent to this information being passed to the relevant people.

## **13. Independent arrangements/excursions**

Any arrangements you make independently which do not form part of the trip are entirely at your own risk.

#### **14. Transport timings**

Please note that the timings of road departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of clients to check in on time. Carriers' conditions of carriage which will apply to you have clauses which limit or exclude liability.

#### **15. Travel Insurance**

Travel insurance is mandatory for all clients while on one of our trips. You are responsible for ensuring that you are in possession of travel insurance for the entire duration of the trip in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment. Your own insurance arrangements must ensure that there are no exclusion clauses which limit cover for the type of activities included in your trip. Expedition documents will not be issued unless you provide evidencing of the existence of your policy.

#### **16. Passports and visas**

Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you should check with the appropriate Embassy, Consulate or Foreign Office for the exact requirements for your chosen trip and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to Egypt included in the programme which you purchase from us. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your trip arrangements. In some cases, Egypt may refuse entry to clients who have criminal records. Should you be concerned about this, please check with the Egyptian embassy or consulate of the countries to which you reside.

#### **17. Health requirements**

We are able to advise on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your trip arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries, should check requirements with their general practitioner.

#### **18. Special requests**

We endeavour to fulfill any special requests (e.g vegetarian meals) and will pass your request to our suppliers but do not guarantee that the request will be carried out to your expectations or standards.

#### **19. Your contractual requirements**

By selecting 'yes' to accept the terms and conditions, you agree to accept the authority and decisions of our employees, group leaders, agents and suppliers while on expedition. If, in the opinion of any of these, your health or conduct appears likely to endanger the progress of a trip you may be excluded from the whole of, or a part of, the trip. In the case of ill-health we may make such arrangements as we deem necessary and recover the costs thereof from you. If you commit an illegal act we shall cease to have responsibility to or for you.

## **20. Alterations to booking conditions**

Once a contract exists between us no employee or agent of Lengthen Your Stride Limited may vary these conditions or offer any refund or discount on the published price without the written consent of a director of Lengthen Your Stride Limited

## **21. Notices**

All communications relating to this Agreement (in particular any requests to cancel or amend your trip arrangements) must be from the Lead Name in writing and in English and delivered by hand or sent by recorded delivery post to the address specified herein (or such other address as may be notified to you from time to time). Any such communication shall take effect when a complete and legible copy of the communication has been received at the appropriate address.

## **24. Dates, itineraries & pricing**

Dates, itineraries and prices for trips may be subject to change at any time and with the publication of our web site. Current dates and prices are listed on our website and will be provided at the time of enquiry.

## **24. Contractual obligations**

These conditions were published on 1 July 2007 and apply to trips advertised on our web site - [www.responseabilityalliance.com](http://www.responseabilityalliance.com). Your contract is with Lengthen Your Stride Limited. English law will govern this agreement and the English courts will deal with any disputes.

## **25. Photography**

Any likeness or image of you secured or taken on any of our trips may be used by the company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

## **26. Lengthen Your Stride Limited.**

Before booking with us, take a moment to consider the challenging nature of adventure travel. Trips of this kind often require a substantial amount of flexibility from you during the journey. The itineraries outlined on our website must be seen as an indication of our intention, rather than a contractual obligation on our part. Unforeseen local conditions or events may sometimes necessitate changes to the itinerary, accommodation or means of transport. We accept your booking on the understanding that you realise the potential hazards involved in this kind of trip, including injury, disease or loss/damage to personal property, inconvenience and discomfort. Refunds will not be given for unused services.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Lengthen Your Stride Limited is a registered UK company – No: 07035141