

Allgemeine Reisebedingungen



Terms & Conditions Topdeck

TOPDECK'S DETAILS

Top Deck Tours Ltd, company number 04905253, 109 Power Road, London, W4 5PY, UK

DISCOUNTS

All discounts apply to the trip price only and do not apply to any flights, visitor taxes, short breaks, stopovers, gap year trips, pre & post accommodation or transfers. Only two applicable and valid discounts can be combined to a maximum discount of 15% off the trip price.

a) Multi-trip

- 2 trip multi = 5% off cheapest trip
- 3 trip multi = 7,5% off cheapest trip and 5% off second cheapest
- 4+ trip multi = 10% off cheapest trip and 7,5% off second cheapest and 5% off third and additional trips

All passengers must be booked prior to the departure date of the first trip to qualify for discount. Discount applies to additional trips booked & is applied to the trip with the lowest trip value.



b) Past passenger

5% off - we will need to be able to verify that you have previously been on one of our trips.

ROLLING DEPOSIT

If you cancel your trip more than six weeks before the departure date you may request in writing at the time of cancellation that we provide you with a rolling deposit voucher for use against a future trip. The value and currency of the rolling deposit will be the value and currency of the original deposit paid. The rolling deposit cannot be redeemed by re-booking the same trip for the same departure date originally booked. The voucher must be redeemed within two years from the date of first cancellation. The rolling deposit can be transferred to a friend but cannot be transferred a second time. The passenger must be between 18 to 39 years old to travel. Only one voucher per person per trip is permitted. If redeeming against a trip with a higher deposit the balance will be payable at the time of booking. Rolling deposits cannot be redeemed or refunded for cash.

If you cancel your trip within six weeks or less of the departure date you will forfeit your deposit and you will need to pay our applicable cancellation fee. Rolling deposit vouchers are not available for cancellations within six weeks of the departure date.

CHANGE AND CANCELLATION FEES

Days before departure	Change and Cancellation Fee (% of trip price)	Pre/post accommodation	Pick ups/Transfers
Over 60	Nil (changes) Deposit (cancellations)	Nil	Nil
59-29	40%	40%	Nil
28-14	60%	60%	Nil
13-7	80%	100%	100%
6-3	90%	100%	100%
2-0	100%	100%	100%

Flight Change and Cancellation Fee

Any airline charges + fare & tax difference (which could be up to the full value of the ticket)

FINANCIAL PROTECTION

Topdeck is a member of ABTA (L8291/Y2992) and is bonded to provide for your financial protection in the event of Topdeck's insolvency. Any package which includes a flight as part of the package is protected by Topdeck's ATOL: 11033. Further information in relation to the financial protection of your booking is set out on our website.



GOVERNING LAW AND JURISDICTION

These booking conditions are governed by the laws of England. Any dispute in relation to these booking conditions shall be subject to the exclusive jurisdiction of the courts of England.

CONTRACT

Your contract will be with Topdeck as tour operator, unless you have booked a Locally Operated Trip, in which case your contract for tour services will be with the relevant Local Operator specified in the reference table above and will be subject to that Local Operator's terms and conditions, in addition to the booking conditions set out below. For any Locally Operated Trip, the Local Operator will also be identified on your itinerary or travel documents and their respective terms and conditions will be available directly on their websites or by contacting them. Should we book a flight on your behalf it will be subject to the conditions of the respective airline, including but not limited to deposit/full payment and cancellation terms.

Please read all booking conditions carefully. You must not make any booking with Topdeck unless you understand and agree with these Topdeck booking conditions and any additional terms applicable as indicated above and/or at the time of booking.

Our trips are designed strictly for young people between the ages of 18 to 39 years (with the exception of Gap Year trips, which are restricted to people between the ages of 17 to 20 years).

Bookings can be made through your local travel agent or directly with Topdeck and must be secured with a deposit of the amount shown above. A contract between you and us (or between you and the relevant operator of a Locally Operated Trip) will exist as soon as:

- (i) we issue an invoice in response to your request for a booking; and
- (ii) your deposit is paid to us or your travel agent. If your booking is made through a travel agent, we will address all correspondence to that agent.

PRICE & PAYMENT

The deposit is non-refundable unless we cancel your trip. The balance of your trip must be paid no later than 60 days prior to your trip departure date. If you do not pay within this period we may cancel your booking and your deposit will be forfeited. Full payment is required if you make a booking within 60 days of the departure date. If your booking is a special offer we may require full payment



(including any pre and post accommodation and sundry service charges) by such earlier time as specified in the offer.

TRAVEL DOCUMENTS

Please ensure you carefully read your invoice, tickets and all other documents we send to you as soon as you receive them and contact us or your travel agent immediately if any information appears to be incorrect. We will not accept any liability if you fail to notify us of any inaccuracy in any document within 14 days of us sending them to you or the travel agent. You are responsible for ensuring that you have the correct and valid travel documents including passports, visas and vaccination certificates. We strongly recommend that you verify current documentation requirements with your travel agent or us. Please note requirements change and you must check with your consulate for the most up to date information, including but not limited to visa requirements for the countries visited on your trip. Passports must have an expiry date of at least six months after completion of the trip.

IF YOU CHANGE OR CANCEL YOUR BOOKING

If you want to change or cancel any aspect of your booking including but not limited to a change to a trip of shorter duration or different departure date you must notify us in writing. We will do our best to accommodate your requested change but it may not always be possible. We will not charge a fee for changes requested more than 42 days before departure except where we incur a cost from a supplier, in which case we will advise you of the relevant fee. All change/cancellation fees must be paid within seven days of the invoice date or on the date of departure, whichever is the sooner.

If you are prevented from traveling as a result of illness, death of an immediate family member, jury service, or other reason beyond your control which we consider significant, we may agree to your booking being transferred to another person who satisfies all the conditions applicable to the trip, subject to you and the other person accepting liability for full payment of the trip cost and any additional costs arising from the transfer and provided that you give us not less than 21 days' written notice of the proposed transfer.

CANCELLATION OR MODIFICATION BY US

Every effort will be made to operate all trips as advertised but it must be remembered that our trips are planned up to eighteen months in advance. We may therefore, at our discretion, modify or cancel any trip, accommodation or arrangement at any time. We will notify you as soon as possible of any changes and they will form part of our contract with you. In the case of any material modification or cancellation, we will, if possible, provide you with three alternatives:

- (1) a trip of an equivalent or closely similar standard and price, if available; or
- (2) a trip of a lower standard together with a refund of the difference in price; or
- (3) cancellation with a full refund of all monies paid.

A material modification is one that has a serious impact on your trip and includes a change of departure date, departure point or airport, or change of departure time of more than twelve hours, which would cause substantial inconvenience to you.

A change of accommodation, or transport method/style is not a material modification. We may alter or substitute the type or size of vehicle, or method/style of transport mentioned in the brochure, depending on the number of passengers carried, which can vary from trip to trip. Normally the maximum group size is between 36 and 48 passengers. In certain countries there are strict laws governing drivers' hours and this may necessitate utilising public transport in some cities.

Topdeck may require a minimum number of participants for certain trips. In the event that insufficient bookings have been made as at 42 days prior to departure, we may cancel the scheduled trip, whereupon all money paid by you for your Topdeck trip will be refunded and no further compensation will be paid. In such circumstances, you agree to release Topdeck from any further obligations which would have been enforceable had the trip not been cancelled.

OUR LIABILITY TO YOU FOR TOPDECK OPERATED TRIPS

Save where the provisions of Force Majeure apply (see the section headed EXCLUSION OF LIABILITY - FORCE MAJEURE below), if the trip does not materially comply with the description in the brochure, Topdeck may compensate you to a maximum value equal to twice the price of the trip. Topdeck will only be liable to pay the maximum amount of compensation where there has been a total failure of consideration for your payment.

Topdeck will not be liable where any failure in the performance or provision of your trip is due to:

- (a) your acts or omissions or the acts or omissions of another member in your group;
- (b) any third party not connected with the provision of your travel arrangements and

where that failure is unavoidable;

(c) 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
(d) an event which we or a travel service provider, even with all due care, could not foresee or forestall (including but not limited to Force Majeure and unavoidable technical problems with transport and similar events).

Our liability will in all cases be limited in accordance with and/or in an identical manner to any applicable international conventions, including but not limited to the Geneva Convention in respect of carriage by road, the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation which set time limits for notifications/claims and limit the amount of compensation that can be claimed for death, injury, delay to passengers/guests and loss, damage and delay to luggage.

We will not be responsible for any loss or damage sustained by you as a result of a contravention of any law or regulation of any of the countries visited while on the trip.

OUR LIABILITY TO YOU FOR LOCALLY OPERATED TRIPS

If your trip is a Locally Operated Trip as listed above our obligation to you is to (and you expressly authorise us to) make trip bookings on your behalf with reasonable skill and care and to arrange a contract between you and the relevant Local Operator. We exercise care in the selection of reputable Local Operators but we have no control over, or liability for, the services provided by third parties. All bookings are made on your behalf subject to these and all other terms and conditions, including any conditions of carriage and limitations of liability imposed by the Local Operator. Your legal rights in connection with such trips are solely against the Local Operator and are not against us, except to the extent a problem is caused by fault on our part.

SEATBELTS

You must wear a seatbelt at all times whilst you are in any vehicle. Neither Topdeck nor any local operator will be liable for any injury, death or claim howsoever arising from any accident if you have failed to comply with this requirement.



FLEXIBILITY DURING TRIP

Your booking is accepted on the condition that you understand, and take responsibility for, the risks inherent in adventure travel. Every effort will be made to operate all trips featured in this brochure but there may be a necessity to vary the itinerary from that stated in the brochure, and delays may occur for a variety of reasons beyond our control. The need for a flexible attitude to this type of travel is important. All decisions relating to a trip itinerary will be taken by the Trip Leader, as appointed by us in the interest of the group as a whole. Please note that due to public holidays some sights or activities may not be available on a particular trip. No refund will be made for services made available by Topdeck but which for whatever reason are not used by you once the trip has departed.

OPTIONAL ACTIVITIES AND EXCURSIONS

Topdeck and its employees, agents and contractors make no representation or warranty in relation to implied or explicit suggestions or recommendations of services, activities and events not highlighted as included in a trip. You are responsible for all risks associated with the transportation to/from, and your participation in, or visitation to, any place, activity or excursion not listed as an inclusion.

During your trip you will be offered the chance to purchase various optional excursions and activities. Topdeck does not own, operate or control any of the companies or individuals which provide the optional activities or excursions. Some of the optional activities and excursions, such as canyoning, are inherently dangerous and risky. If you want to take part in such optional activities or excursions you must be fit enough to do so and must follow all reasonable instructions. The standards of health and safety which will be adopted by the company or the individual providing the optional activity or excursion will be those of the country where the optional activity or excursion takes place. Please note that these standards may not be the same as you would find in your home country. If you wish to book any optional excursion or activity, you may do so subject to the operator's terms and conditions. Your contract will be with the operator of the activity or excursion and will be governed by local law. Topdeck acts only as their agent. Topdeck's Trip Leader will have further details and additional information can be found on our website. Topdeck accepts no liability for any act or omission of any operator or operator's employees, agents or sub-contractors or any losses (whether direct or indirect and howsoever caused) arising therefrom.



EXCLUSION OF LIABILITY – FORCE MAJEURE

We do not accept liability for any loss, damage or expense resulting from war or terrorist activities threatened or actual, riot or civil unrest, industrial action threatened or actual, weather conditions, fire, flood, drought, closures, unforeseen alterations to public transport schedules, rescheduling of aircraft or boats, epidemic or outbreaks of illness or any other event outside our control which either delays or extends or reduces the trip, or compels a change in the trip arrangements after departure ("Force Majeure").

DIETARY, HEALTH AND SPECIAL REQUIREMENT

You must clearly state all your dietary requirements at the time of booking. We cannot guarantee that special dietary requirements can be met and we cannot take responsibility for any such requirements not being fulfilled.

If you have a medical condition or require special arrangements that may affect your trip, we ask that you inform us in writing at the time of booking. If we cannot reasonably accommodate your particular needs we may decline the booking or ask for you to be accompanied by a person who is able to provide full assistance to you throughout your trip.

YOUR LIABILITY TO US

You will not be permitted to embark or continue on the trip if your mental or physical condition is, in the reasonable opinion of any representative of Topdeck, such as to render you incapable of caring for yourself, or where you become objectionable to other passengers, or you become a hazard to yourself or other passengers. We will not be responsible for expenses resulting in you being precluded from completing the trip for any reason, nor will we refund you any part of your trip cost. In all cases we will notify you of the reasons why we have taken this action. We will have no obligation to arrange for your return to the point of the trip departure if your condition manifests itself after the trip departure. Further, if the trip involves travel by air, the captain of your aircraft can refuse to allow you to fly on the aircraft if he believes that you could be dangerous or disruptive to other passengers on the flight.

You agree to indemnify us in full against all losses (direct and indirect and howsoever caused) arising from any third-party actions taken against us for loss or damage caused by you or arising from your participation on the trip.

INSURANCE & CLAIMS

You must take out comprehensive travel insurance before you travel on your trip. Your insurance protection must include cover for cancellation, medical and repatriation expenses, personal injury and accident, death, and loss of personal baggage and money and personal liability insurance. Evidence of such insurances must be produced to Topdeck on request and normally on day one of your trip. Insurance cover offered by credit card companies or reciprocal medical cover agreements are often not comprehensive.

If you make a claim against Topdeck you agree to assign to us or our insurers any rights to take action against any third party supplier/tour operator or any other person or party that may have been wholly or partly responsible for the claim or who Topdeck reasonably considers should be a party to the action. You must co-operate fully with Topdeck should Topdeck or its insurers wish to enforce those rights which have been assigned to Topdeck. If you make a claim against us which is covered by your insurance policy, you agree to pursue the claim through your insurer either in addition to, or in substitution for, your claim against us (if any). We agree to indemnify you in respect of reasonable expenses incurred in successfully pursuing such a claim and acknowledge that any settlement made by the insurer shall not prejudice your rights against us.

TRAVEL ADVICE

We recommend that you visit your government's travel advice website prior to the commencement of travel. In the UK, the Foreign and Commonwealth Office issues travel advice and warnings at fco.gov.uk. The Australian government provides an equivalent service at smartraveller.gov.au.

COMPLAINTS

In the event of any dissatisfaction with the accommodation or any other service provided by Topdeck, you must report it immediately to the Trip Leader so that action can be taken to remedy the problem. Failure to immediately notify the Trip Leader of any problem may result in your claim for compensation from us being denied or reduced. Any complaint made to Topdeck following the conclusion of the trip should be made in writing within 28 days of completion of the trip. In the event that you do not notify us in writing within 28 days, Topdeck's ability to investigate the complaint may be prejudiced. In the UK, we can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's



simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

DATA PROTECTION

We are committed to protecting your personal information and agree to process your personal information in accordance with our Privacy Notice, which is available online at www.topdeck.travel/privacy. In order to make your booking and ensure that your travel arrangements run smoothly, we need to use the information you provide and pass it on to other relevant suppliers who are responsible for parts of your travel arrangements. In many cases this will include transferring your data to overseas recipients (including to recipients outside of the European Union). In making this booking, your consent to this information being passed on to the relevant persons is deemed to be given unless you object and advise Topdeck of your objection at the time of booking. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. This consent applies to any sensitive information that you give to us such as details of any disabilities or dietary/religious requirements.

SMOKING

Topdeck enforces a non-smoking policy on our coaches (although we make frequent stops for breaks) and in most of our accommodation.

LUGGAGE

There are strict weight limits for coaches when fully loaded. You are only entitled to have one piece of main luggage of standard size (see the pre-departure information or our website for size limits) and not weighing more than 20kg (or 15kg for Outback trips). In addition you may bring a sleeping bag, as required on specific trips, and a daypack.

PUBLISHING CONSENT

You acknowledge and agree that future Topdeck advertising and publicity material may include statements made by passengers, or their photographs, and you consent to such use of your comments or photographic/video likeness.

**WI-FI**

Topdeck will endeavor to deliver Wi-Fi connection as stated on relevant trips to the best of its ability. This service is subject to availability and may not be available on some peak season departures or in the event of technical issues.

BOOKING CONDITIONS. UPDATED: 29/01/2020