

## Allgemeine Reisebedingungen



### BOOKING AND TOUR CONDITIONS TREK AMERICA

Please read these booking conditions carefully, they form an important part of the contract for your holiday.

All holidays advertised in our brochure and on our website are operated by Trek America Travel Limited trading as Trek America, registered number 4803471 (hereinafter called 'the Company', 'we', 'us' or 'our'), a member of Travelopia with its registered office situated at Travelopia, Origin One, 108 High Street, Crawley, West Sussex, RH10 1BD.

Trek America Travel Limited is an equal opportunity service provider operating under a variety of Commercial Use Authorisations and Special Use Permits from the United States National Park Service, the United States National Forest Service, the United States Bureau of Land Management, the Park Service of Canada, the Hopi Indian Nation and the Navajo Indian Nation.

All holidays are sold subject to the following conditions:

#### Insurance

Please note: Adequate and valid travel insurance is compulsory for all Trek America Travel Limited travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed.

## 1) Your Financial Protection

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from us and for your repatriation in the event of our insolvency. We will provide you with financial protection for any ATOL protected flight or flight inclusive holiday that you buy from us by way of our Air Travel Organiser's Licence number 6576, administered by the Civil Aviation Authority ('CAA'). 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.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL Certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claim which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

When you buy an ATOL protected flight or flight inclusive holiday, all money accepted from you by a travel agent acting as our agent is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.



When you buy arrangements other than an ATOL protected flight or flight inclusive holiday, all money accepted from you by a travel agent acting as our agent is held by that agent on our behalf at all times.

The price of your holiday includes the amount of £2.50 per person as part of the ATOL Protection Contribution ('APC') we pay to the CAA. This charge is included in our advertised prices. We will provide you with financial protection for any package holidays you buy from us that do not include travel by air by way of a bond held by ABTA. For further information, visit the ABTA website at [www.abta.com](http://www.abta.com) (link sends e-mail).

If you book arrangements other than an ATOL protected flight or a package holiday, the financial protection referred to above does not apply. We are a Member of ABTA, membership number Y0696. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found at [www.abta.com](http://www.abta.com) (link sends e-mail).

## **2) How to Book**

To make enquiries about our holidays you can contact us in several ways: directly over the telephone, via our website [www.trekamerica.co.uk](http://www.trekamerica.co.uk) (link sends e-mail) or [www.trekamerica.com](http://www.trekamerica.com) ('Website'), through an approved travel agent or by email. To make a booking you must pay the relevant deposit and agree to our terms and conditions online. For bookings which include visits to United States National Parks, Forests and Public Lands, you must also complete, date and submit to us Exhibit B. The person making the booking (the 'lead name') must be 18 (eighteen) years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions and the terms set out in Exhibit A (and if applicable, Exhibit B) on behalf of everyone in their party. As applicable a reference to "you" or "your" includes any person on your party.

When making this booking, you warrant that you have the authority to enter into this contract on behalf of all other members of your party and that you are responsible for ensuring due payment of all monies payable in respect of this booking, in the event of default by any member of the party. Whether you book alone or as a group, we will only deal with the lead name in all subsequent correspondence, including changes, amendments and cancellations. The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to



all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.

For most tours (any exceptions are listed below), you are required to pay a non-refundable deposit to us at the time of booking of at least 10% of your selected travel arrangements (minimum GB£100/EUR120/US\$150/AU\$180/NZ\$190 per person). For Coast to Coast Express tour, you are required to pay a non-refundable deposit at the time of booking of GB£400/EUR480/US\$570/AU\$720/NZ\$760 per person. For Central America 'BOLT' tours, you are required to pay a non-refundable deposit at the time of booking of GB£150/EUR180/US\$220/AU\$270/NZ\$290. For South America tours under 28 days of duration a non-refundable deposit of GB£200/EUR240/US\$290/AU\$360/NZ\$380 is required; for South America tours with a duration of 28 days and over a non-refundable deposit of GB£400/EUR480/US\$570/AU\$720/NZ\$760 per person is required. For South America pre-bookable excursions (Inca Trail, Train to Machu Picchu, Amazon Jungle and Rio Carnival) a non-refundable deposit of GB£150/EUR180/US\$220/AU\$270/NZ\$290 is required.

The tour deposit is calculated from the full standard tour price and is not based on a discounted price (if applicable).

We will then invoice you for the remainder of the cost due before you travel, which you must pay not later than 56 days before departure. If your tour is 42 days or longer your final balance is due 84 days prior to departure. If you book less than 56 days before departure, full payment (less any payment which must be paid locally) must be made at time of booking. If you do not pay the balance by the due date your booking will be cancelled and you will forfeit your deposit and any other relevant charges. If you do not pay the nominated local payment for South America tours to your tour leader at the start of your tour (evening of day one), you will not be permitted to join the tour and any monies paid will not be refunded (and we shall have no further liability to you).

In conjunction with your tour we can also book you return international flights starting from most UK airports. Our standard flight deposit is GB£125/EUR150/US\$180/AU\$225/NZ\$240 per person, with the balance due no later than 56 days before departure, however some fares may require full payment at time of booking and this will be advised when you make your flight booking.

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 or if you book within 7 days of departure the contract will exist when we accept your deposit payment. When you receive the Confirmation Invoice please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability if an airline or other supplier refuses boarding because the



name(s) shown in your passport differ from those on your ticket. Travel documents will be sent or emailed to you approximately 6 weeks before the departure of your holiday, and will not be issued unless payment of the due balance has been received and any cheques have cleared. If requested in the trip information documents you must reconfirm the reservations, timings and check-in details of your flight with the airline concerned at least 72 hours before departure. This applies to your outward flight and to your return flight. If you miss a flight or suffer any disruption as a result of not following our instructions as to reconfirmation we will have no liability to you.

For those holidays where an additional local payment is required the additional amount is displayed in the price panel. A local payment is a portion of the holiday cost which must be paid directly to the tour leader or our representative at the start of your holiday. If the price of your holiday includes a local payment this must be paid in cash in the currency specified in the brochure or trip notes. The amount payable is the Local Payment amount that is valid at the time of your tour departure (as published on our website). We will notify you if for any reason the Local Payment amount changes after you book, and the amount will be printed on your invoice and tour voucher. Please note that your holiday price will not be considered to have been paid in full until the local payment has been made. Tourist taxes, resort fees or similar that are charged locally may be implemented or changed without prior warning. We do not accept responsibility for these costs, which must be paid by you and are not included within your holiday price.

Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip.

It is a condition of your booking that you and all members of your party provide certain information that may be sent to governmental authorities and border control and security agencies for the purpose of security and counter terrorism. This is known as Passenger Name Records (PNR) data and/or Advance Passenger Information, sometimes known as APIS. For the United Kingdom, it may be referred to as 'E-Borders'. The information you must provide will include, but not be limited to, full name - as shown in your passport or travel document, gender, date of birth, country of citizenship, emergency contact information, travel document type, number, country of issue and expiry date, and for travel to the U.S., your country of residence and the address for your first night's stay.

When you book your flight through the Company, you must provide this information to the Company with your initial reservation or by accessing your account on our website. In all cases this information must be provided to us no later than 14 days prior to departure or you are subject to cancellation without refund. When you arrange your own flight directly with the airline, you must provide this information to

the airline between 6 months and 24 hours before departure. Passengers who are denied boarding or entry for improper documentation/failure to provide required information will receive no refund. Persons under the age of 18 travelling to an international destination must carry a notarised letter of consent signed by both parents and/or legal guardian.

### **3) Prices, Surcharging & Air Passenger Duty**

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices include a cost for fuel that was estimated at the date of this publication. Prices on our website are updated regularly. Before you make a booking we will give you the up-to-date price of your chosen holiday including the cost of any season supplements, upgrades or additional facilities which you have requested. Prices quoted in this brochure are based on exchange rates published by OANDA on 20/08/2017.

Changes in transportation costs, including without limitation the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure. Any changes in taxes, entry fees and/or charges that we collect at net cost on behalf of local and government bodies will be passed on to you in full or refunded to you in full (Net Cost Charges). We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums, Net Cost Charges and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you may either accept a replacement holiday from us of equivalent or similar standard and price (at the date of the change) if we are able to offer you one or you may cancel your holiday booking and receive a full refund, except for any amendment charges.

Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. If any change in our costs would cause a reduction in your holiday price, we will not make refunds of amounts less than 2% of the price of your travel arrangements, which excludes insurance premiums, Net Cost Charges and any amendment charges, but we will refund in full amounts exceeding such 2%, after deducting an administration charge of £1.00 per person. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

If you have booked flights through us Air Passenger Duty "APD", which is payable by all passengers departing from UK airports, is included in the price of your holiday/flight ticket. The price of your holiday will include APD for an economy seat. If you upgrade to a premium cabin this will be included in the upgrade cost. In view of the current volatility of world oil prices, a fuel supplement may be added to the price of your holiday at the time of booking.

#### **4) If you Change or Cancel your Booking**

##### 4.1 Amendment fees

a) Transferable tour deposit for up to 12 months: If you cancel your tour booking more than 56 days before departure (more than 84 days before departure for tours with duration of 42 days or longer), we are able to hold your tour deposit on file for up to 12 months. Within this 12 month period you are able to move your booking onto any other tour departure date that is currently on sale (subject to availability), departing up to a maximum of 2 years after your original departure date. A new booking is made and the original tour deposit will be transferred over to your new booking, minus our standard amendment fee of GB£50/EUR60/US\$80/AU\$90/NZ\$100. Please note that if your new tour booking requires a higher deposit, you will be required to pay the difference at time of rebooking. If a rebooking is not made within 12 months, your full deposit will be forfeited to Trek America. Please be aware that any other deposits paid for items other than your tour (e.g. flight, insurance or additional excursions) are not transferable and would be forfeited. Please note that the transferable tour deposit policy does not apply to Central America 'BOLT' tours or South America tours, for which deposits are not transferable.

b) First change of departure date: Up to 90 days before your tour departure (up to 120 days before your departure for tours with duration of 42 days or longer), we will allow you to make one change to an alternative departure date of the same tour itinerary (subject to availability), without charging you any amendment fee. The price that will be charged for the new departure date will match the selling price of that departure at the time your original booking was made. If the new departure price is higher than your original departure price, you must pay the difference in price. If you have additional components on your booking (e.g. flights, city tours and excursions), please be aware you may incur additional charges to change these to

a new date. All changes onto a different tour itinerary and/or any subsequent departure date changes will be subject to our standard amendment fee. Please note that these terms exclude Central America 'BOLT' tours and all South America tours, for which an amendment fee is always payable if you wish to change your departure date after booking.

c) For amendments which fall outside of the flexibility terms above, we will charge an amendment fee of GB£50/Euro60/US\$80/AUS\$90/NZD100 per booking for each change or wish to change to another of our holidays or change departure date, we will try to make the changes subject to availability, provided that notification is received in writing at our offices from the lead name at least 56 days before departure and you pay £50 per booking to cover our administration costs. If the subsequent booking is then cancelled the original deposit amount will be forfeited.  
Only or Trek brochure

4.2. In addition to the fee we charge, any alteration, whether a change to an existing booking or a change to another holiday or departure date, will also be subject to payment by you of any costs imposed by any of the suppliers providing the component parts of the holiday. If the holiday to which you transfer is more expensive than the one you originally booked, a further deposit will also be payable. Any alteration by you within 56 days of departure (up to 84 days before departure for tours of 42 days or longer) will be treated as a cancellation of the original booking and will be subject to cancellation charges.

4.3. Subject to section 4.4, where you are unable to travel you can transfer your booking to another person, providing the following conditions are met:

a) you notify us in writing at least 56 days before departure and give us authority to make the transfer; and

b) your request is accompanied by all original travel documents which you have received and the full name and address of the person to whom you wish to transfer your holiday booking ("transferee"); and

c) the transferee accepts the transfer and these booking conditions, and fulfils any conditions that apply to the booking; and

d) the transferee shows us evidence of their holiday insurance, as your policy cannot be transferred, and the premium cannot be refunded; and



e) payment is made by you of an administrative charge of a minimum of GB£100/EUR120/US\$150/AU\$180/NZ\$190 per person plus payment of all costs charged or levied by those supplying your travel arrangements, and the holiday must be paid in full at the time of the transfer. Both the transferor and transferee will be jointly and severally liable for payment of the holiday price and other associated expenses.

4.4. Some airline carriers and other transport providers treat name and departure detail changes, such as date and time changes, as a cancellation once the ticket has been paid for in full. Accordingly, you may have to pay for the cancelled ticket and be required to pay for the full cost of a new ticket. If you wish to adjust flight details after booking but prior to e-tickets having been issued and up to 90 days before departure, this can be done once free of charge, subject to availability, airline rules and the following terms.

The airfare would need to be re-calculated and any additional costs would need to be paid if applicable. Airfares constantly change so prices can only be guaranteed at the time of booking and payment. All subsequent flight changes would be subject to our standard amendment fee. It is the client's responsibility to ensure all details are checked after re-booking to ensure all dates and times are correct.

4.5. You, or any member of your party, may cancel your holiday at any time providing that the cancellation is made by the lead name in writing. Notice of cancellation will be effective upon receipt by us of your written communication. As we start to incur costs from the time the contract is confirmed we will retain your deposit and in addition will apply other cancellation charges as shown below. These charges are based on how many days before your booked departure we received your cancellation notice. These charges are a percentage of the total cost of your booking, not including your insurance premium. If you want to cancel one or more passengers on the booking you will have to pay a proportion of the applicable cancellation charge based on the number of passengers you wish to cancel from the booking:

- Tours 42 days or longer in duration, cancelled more than 84 days before departure: Loss of deposit
- Tours 42 days or longer in duration, cancelled between 84 to 57 days before departure: 25% of the holiday cost

- Tours 41 days or under in duration, cancelled more than 56 days before departure: Loss of deposit
- All tours cancelled between 56 and 43 days before departure (inclusive): 50% of the holiday cost.
- All tours cancelled between 42 and 31 days before departure (inclusive): 75% of the holiday cost.
- All tours cancelled 30 days or less before departure (or failure to join the holiday or failure to pay any local payment due) (inclusive): 100% of the holiday cost.

Please note that for certain travel arrangements e.g. many scheduled transport providers, the cancellation charge may be higher than those shown. In certain cases a 100% cancellation fee applies as soon as the booking is made and the ticket is issued. Please ask for full details of cancellation charges at time of booking. We strongly recommend you to take out insurance that includes cover against irrecoverable cancellation costs. 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 holiday. We strongly recommend that you take out adequate insurance which covers against Irrevocable cancellation charges.

4.6. It is recommended that reservations for pre and post tour accommodation are made at least 35 days before the departure date of the tour. If you cancel a reservation for pre or post tour accommodation that has been confirmed after final payment has been made, and between 56 days and 35 days of departure, then an amendment fee of GB£25/EUR30/US\$40/AU\$50/NZ\$50 will be charged. If a reservation for pre or post tour accommodation is cancelled within 35 days of departure then such accommodation cost becomes 100% non-refundable. For the avoidance of doubt, this clause only applies to pre and post tour accommodation.

4.7. All communications relating to this contract (in particular any requests to cancel or amend your holiday arrangements) must be from the lead name in writing and in English and delivered by hand, fax, email or sent by recorded delivery post to Trek America Travel Limited, 16/17 Grange Mills, Weir Road, London, SW12 0NE.

## 5) If we Change or Cancel your Booking

Dates and itineraries shown for holidays are indicative only and subject to change. We reserve the right to cancel your booking or change any of the facilities, services or prices described in our brochures or website. We will endeavour to advise you of any changes known at the time of booking.

We plan the arrangements for your holiday many months in advance and may occasionally have to make changes, most of which are minor. Flight timings and carriers shown in the brochure are for guidance only and subject to change. Your Confirmation Invoice will show the latest planned timings. Your actual flight timings will be shown on your invoice and are displayed on <https://www.checkmytrip.com> (link sends e-mail) which you should check carefully as soon as you receive your invoice. A change of carrier will not be considered a major change. If a major change becomes necessary, we will advise you of the change as soon as possible. Whether a change is 'major' depends on the nature of the holiday and may include: a significant change of destination, a change in accommodation to that of a lower category, a change in time of your scheduled departure or return flight by more than 12 hours (but not a flight delay); or a change of UK departure airport (excluding changes between London airports, London, Ebbsfleet and Ashford stations and between Dover/Folkstone ports). A delay to your flight that we need to make within 24 hours before you are due to depart will not be considered a major change unless the change is for more than 24 hours. These changes are only examples and there may be other significant changes which constitute major changes. When a major change occurs, you will have the choice of either:

(a) accepting the change; or

(b) accepting a replacement holiday from us of equivalent or similar standard and price (at the date of the change), if we are able to offer you one; or

(c) cancelling your holiday, in which case you shall receive a full refund of all monies paid. In the event that we notify you of a major change to your holiday, you must notify us of which option you accept as soon as possible.

We may also have to cancel your holiday arrangements. Your arrangements have been based upon a minimum number of passengers travelling together, and in the unlikely event that this number is not reached, we reserve the right to cancel the tour, offer an alternative date, offer the same date with any relevant supplement, or refund all monies paid. We will advise the lead passenger no later than six weeks prior to the tour departure date if the minimum numbers required for a tour have not been achieved.

However we will not cancel your holiday less than six weeks before the scheduled departure date except for reasons of force majeure (as defined below) or failure on

your part to pay the deposit and/or final balance, or any other reason beyond our control. Where we cancel your booking where you are not in breach of these booking conditions and other than for reasons of force majeure, we will offer you either a refund of the monies received by us in respect of the booking, or offer you, if available, a replacement holiday from us of equivalent or similar standard and price (at the date of the change). If we are forced to cancel your holiday 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 return you to your point of departure and refund you for any unused services, if appropriate. Please note that if you book a holiday departure date that is "guaranteed", in rare instances your holiday may run with less than 5 passengers.

Where we make a major change to or cancel your holiday (where you are not in breach of these booking conditions), except where a major change or cancellation arises from circumstances amounting to force majeure, consolidation due to minimum numbers not being attained, failure on your part to pay the deposit and/or final balance, or for any other reason beyond our control, we will pay you, as a minimum, compensation as detailed below. Any compensation payable will be on these scales, based on how many days before your booked holiday departure we tell you of a major change or cancellation:

- Before balance due date: Compensation payable per person - Nil
- Between balance due date and 14 days before travel (inclusive): Compensation payable per person - £20
- Between 13 days and the date of travel (inclusive): Compensation payable per person - £30

This standard compensation payment will not affect your statutory or other legal rights. We will only make one compensation payment for each full-fare-paying adult in the holiday booking. Any children not paying the full adult fare will receive 50% of these amounts. Children using a free child place will not receive any standard compensation payment.

We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations 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.

In the event we cancel your booking due to reasons of Force Majeure we will not pay any compensation. Circumstances amounting to “force majeure” include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riots, civil disturbances, industrial disputes, actual or threatened terrorist activity and its consequences, natural or nuclear disasters, fire, epidemics, health risks and pandemics, acts of God, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, closed or congested airports or ports, hurricanes and other actual or potential adverse weather conditions, and any other similar events.

Under European law (European Community Regulation (EC) No. 261/2004), you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation of and delays to flights. Full details of these rights are publicised at EU airports and are also available from affected airlines. However, you should note that reimbursement of the cost of a flight that forms part of your holiday is the responsibility of your holiday airline and will not automatically entitle you to reimbursement of the cost of your holiday from us. Your right to a refund and/or compensation from us is set out in this section 5. If your airline does not comply with these rules you should complain to the Aviation Consumer Advocacy Panel on 020 7453 6888 or at <https://www.caa.co.uk> (link sends e-mail).

## **6) Conditions of Carriage & Limitations**

6.1. Our obligations, and those of our suppliers providing any service or facility included in your booking, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. Except in instances of personal injury or death, where the Company is found to be liable for damages in respect of its failure to carry out the contract, the maximum amount of such damages, compensation and loss of enjoyment will normally but not necessarily be limited to three times the basic holiday price shown on the Confirmation Invoice (or on the latest Amendment Invoice issued). Our liability in all cases will be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and any relevant international convention as detailed below. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices Trek America Travel Limited, 16/17 Grange Mills, Weir Road, London, SW12 0NE.

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 agents or suppliers, because it is either attributable to you or a person on the booking, or attributable to someone unconnected with your booking and is unforeseeable or unavoidable, or is attributable to our employees, agents, subcontractors and suppliers and their staff whilst acting outside the scope of their employment, or is due to information, however obtained, from outside sources such as independent third party websites, 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 agents or suppliers could have foreseen or forestalled.

6.2. If any international convention applies to, or governs, any of the services or facilities included in your holiday 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, without limitation: in respect of international air travel, the Warsaw Convention 1929 (as amended) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. 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 holiday. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss or damage.

6.3. If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased in resort your claim should be directed to the activity provider and not to us. However, should you or any member of your party by misadventure suffer illness, injury or death during the period of your holiday from an activity which does not form part of the arrangements made by us or an excursion

purchased through us, we shall, where appropriate and subject to our absolute discretion, try to help if we can. We may help everyone on your holiday booking up to a total cost to us of £5,000 cost as long as the following conditions are met:

- (i) you must ask us for such assistance within 90 days of the misadventure;
- (ii) you must make a claim under your insurance policy's legal expenses or other appropriate section. You must show us proof that your insurance company has received your claim; and
- (iii) in the event of there being a successful claim for costs against a third party or a suitable insurance policy or policies being in force, you must repay us the costs actually incurred by us in giving this assistance

6.4. If you are joining the holiday locally (i.e. not starting with the group from the UK) our responsibility does not commence until the appointed time, we shall not be responsible for any additional expenses incurred by you to meet up with the group. If the group arrival is delayed to the local joining point we will provide you with the same room and board basis as will be provided to the group. If the delay is for more than 24 hours we will provide you with the same services and itinerary that were detailed on your confirmation to enable you to continue with your holiday, although you may, at your discretion, remain at the local joining point for the arrival of the group.

6.5. We may operate trips in regions where standards of quality, accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those which would be expected in the UK. The suppliers of the services and facilities included in your holiday should comply with local standards where they are provided. All Company holidays, but especially those in remote regions, or regions with dangerous wildlife, involve a risk of injury, loss or damage to property, inconvenience and discomfort. Your booking is accepted on the understanding that you realise the hazards involved in this kind of holiday, including injury, disease, loss or damage to property, inconvenience and discomfort and by completing our booking form, you acknowledge that you have read and understood these booking conditions and agree to assume all risks associated with the holiday to the maximum extent permitted by law. The whole philosophy of this type of travel is one that allows alternatives and a substantial degree of on-trip flexibility. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances. It is a fundamental condition of joining any of the holidays described in this brochure that you accept this flexibility, and acknowledge that delays and alterations and their results, such as inconvenience, discomfort, or disappointment, are possible. If we are

unable to complete the proposed itinerary owing to the reasons stated above, we will either transport you to the end point of the itinerary, or return you to the starting point, or provide an agreed alternative itinerary. Pro rata refunds will be given for services not utilised in such circumstances wherever possible. If a passenger is unable, or does not choose, to complete an itinerary outlined for a holiday, the Company is not liable to supply alternative itineraries, excursions, accommodations, services or staff for the period when the passenger is not present with the group.

6.6. Please note that the timings of air, sea, road or rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time.

6.7. Flight Notice, Flight Information & EU Blacklist: This is a notice required by European Community Regulation (EC) No.889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the European Community Regulation (EC) No. 889/2002 or the Montréal Convention, and it does not form part of the contract between the carrier(s), us and you. No representation is made by the air carrier(s) or us as to the accuracy of the contents of this notice.

Air carrier liability for passengers & their baggage: This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montréal Convention.

Compensation in the case of death or injury: There are no financial limits to the liability for passenger injury or death. For damages up to 113,100 Special Drawing Rights ("SDRs") the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments: If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs.

Passenger delays: In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,694 SDRs.

Baggage delays: In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,131 SDRs.



**Destruction, loss or damage to baggage:** The air carrier is liable for destruction, loss or damage to baggage up to 1,131 SDRs. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

**Higher limits for baggage:** A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

**Complaints on baggage:** If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

**Liability of contracting & actual carriers:** If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

**Time limit for action:** Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

**Basis for the information:** The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the European Community by European Community Regulation (EC) No. 2027/97 (as amended by European Community Regulation (EC) No. 889/2002) and national legislation of the Member States.

6.8 In accordance with European Community Regulation (EC) No. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the European Community. The Community list is available for inspection at <http://ec.europa.eu/transport/modes/air/safety/air-ban/> (link sends e-mail) .

6.9 In accordance with European Community Regulation (EC) No. 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows: American Airlines, British Airways, Continental Airlines, United Airlines, Air Canada, Lufthansa, KLM, Delta Airlines, Virgin, Peruvian Airlines, LATAM, Línea Aérea Amazonas, SKY Airlines, GOL Linhas Aereas, Avianca, Boliviana de Aviación (BoA), Azul Brazilian Airlines. The airline may use wide and narrow-body jets. Any changes to

the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard. Some flights may need to stop en route. If we know about this in advance we will tell you. Flight times shown in the brochure, on the website and on your booking confirmation are not guaranteed. Actual flight times are shown on your tickets. Flight times are local times based on the 24-hr system.

6.10. Please check with the airline regarding luggage allowance limits and the maximum allowable single item baggage weight. If you have a medical condition, serious illness, recently undergone surgery, or have suffered a recent accident, you must advise us and your airline and you may need to be cleared for travel by the airline which will involve obtaining a Fitness to Fly Certificate from your GP.

## **7) Complaints**

If you have a complaint about your arrangements whilst away, you must immediately notify our local representative or your tour leader and the relevant supplier of the service. If you are not happy with their action in response please follow this up within 30 days of your holiday's completion by writing to us at Trek America Travel Limited, 16/17 Grange Mills, Weir Road, London, SW12 0NE, giving your booking reference and all relevant information. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days.

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 <https://www.abta.com> (link sends e-mail). to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on <https://www.abta.com> (link sends e-mail). . You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/> (link sends e-mail) . This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved. If you prefer, you can take your complaint to the County Court or another suitable court. Information regarding complaints may be shared with other tour operators.

## **8) Details of Insurance**

Adequate and valid travel insurance is mandatory for all clients while on one of our holidays. We recommend you take out insurance as soon as your booking is confirmed. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives. You are required to carry proof of insurance with you and produce it if reasonably requested by Company employees or suppliers.

The insurance scheme we recommend is designed to cover all activities included in our itineraries and the featured optional extras. Please note, however, that this policy may not cover you for any activities you purchase that are not pre-booked nor featured in official Company literature. If you choose not to take the insurance we recommend you are responsible for ensuring that you are in possession of travel insurance for the entire duration of the holiday in respect of at least medical expenses, injury, death, repatriation (including without limitation helicopter rescue and air ambulance), cancellation and curtailment, with cover/benefits equal to/greater than the insurance we recommend. If you make your own insurance arrangements you must ensure that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your holiday.

Passengers travelling on vehicles owned by the Company are covered by passenger liability insurance up to a maximum of £3 million per group per incident, and by completing our booking form you acknowledge that the Company has taken all reasonable steps to safeguard its liability in this respect.

## **9) Visa, Health, Passport, Travel Documentation**

Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you should check with the appropriate embassy, consulate or British Foreign and Commonwealth Office for the exact requirements for your chosen holiday and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements 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 travel arrangements. In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are travelling. The lead name is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your passport office or the consulate in question if you have any queries. Clients travelling overland to certain destinations may need to

also pass through controls of other countries en-route so this should be allowed for with any passport/visa applications.

When travelling to the U.S. you must have the correct passport to travel on the Visa Waiver Programme or have obtained the correct visa, valid for your stay. Each person wishing to visit the U.S. must have either: i) an e-passport (if your passport is issued after 26 October 2006), or a machine readable passport (containing a digital photograph) if your passport is issued after the 26 October 2005 and a Visa Waiver Form or ii) a valid passport and a valid visa which must be obtained before travel from the U.S. authorities. The U.S. authorities require passengers travelling to the U.S. under the Visa Waiver Programme to register on the Electronic System for Travel Authorisation (ESTA). If you have not applied for and received travel authorisation via ESTA prior to travel you may be denied boarding, experience delayed processing, or be denied admission at the U.S. port of entry. However, neither possession of a visa nor meeting the basic requirements for travelling visa-free on the Visa Waiver Programme guarantees admission to the U.S. As with most countries, the final decision is made by immigration officials at the port of entry. You can apply online by completing the application form at <https://esta.cbp.dhs.gov/esta/esta.html> (link sends e-mail) and paying a fee. If you are refused boarding or denied admission at the U.S. port of entry, you will still be subject to our cancellation charges in accordance with the terms of our contract with you.

For additional specifics about the Visa Waiver Programme please consult the Visa Waiver Programme information on the U.S. Embassy London website <https://uk.usembassy.gov/visas/> (link sends e-mail) . We recommend that you carry your ESTA approval with you when you travel and recommend you register at least 72 hours before departure.

Please Note: when you register for ESTA you must have a valid passport at the time of registration and for any travel to the USA your passport must be an e-Passport that contains the microchip and the e-passport symbol. If you have applied for a post dated passport (for example to reflect a change in name) this passport will not be valid until the effective date noted in the passport. Children and minors wanting to travel with a Visa Waiver Form must hold their own machine readable passport or e-passport.

Please note that the nationals of some countries can only travel to the U.S. if they have a valid visa as they are not eligible for the Visa Waiver Programme. There is a \$14 fee per person charge which is payable by credit or debit card when applying. As announced by the U.S. Customs and Border Protection, this fee will recover the costs incurred by U.S. Customs and Border Protection of providing and administering the ESTA system and is in addition to the mandatory \$10 travel promotion fee established by the Travel Promotion Act of 2009. This is subject to change.



When travelling to Canada you must check with your foreign office and the Canadian authorities that you have the correct passport and comply with the visa requirements. Under Canada's eTA program, citizens from countries other than the United States, who do not need a visa to enter Canada, will need to obtain an online authorization before flying to Canada, unless otherwise exempted. The earlier travellers get their eTA, the sooner they will benefit from knowing they have been pre-screened to enter Canada. A fee of \$7 is payable for processing an application for an electronic travel authorization. An application for an electronic travel authorization must be made by means of an electronic system that is made available by the Department (Citizenship and Immigration Canada) for that purpose. An electronic travel authorization is valid for a period of five years from the day on which it is issued to the applicant or until the earliest of the following days, if they occur before the end of that period: (a) the day on which the applicant's passport or other travel document expires, (b) the day on which the electronic travel authorization is cancelled, or (c) the day on which a new electronic travel authorization is issued to the applicant.

The Cuban authorities require proof of valid medical insurance before allowing visitors to gain entry to the country. It is essential that you have a copy of a valid travel insurance policy, insurance certificate or other suitable evidence in your possession on arrival at the Cuban airport, port or marina. Please ensure that you keep the policy documents easily to hand upon arrival. U.S. residents visiting Cuba must ensure that any medical insurance policy that they purchase covers them for travel to Cuba.

Please note that for some trips we need to request special permits, and as such we will require your passport details prior to accepting your booking. Furthermore, if you renew your passport after you have booked, you may be required to take your old passport with you to maintain the validity of the permit.

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 at least two months prior to travel for the latest health requirements, recommendations for your destination and any costs. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, 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 travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

When assessing whether holidays or expeditions will operate we use information from our local offices in conjunction with advice from the British Foreign and Commonwealth Office and other relevant government bodies. It is your responsibility

to acquaint yourself with the travel advice provided by these government bodies. Check the UK Government departments' website at <https://www.gov.uk/browse/abroad> (link sends e-mail) for advice and the latest information about passports, travel and living abroad, including without limitation foreign travel advice to specific countries.

For information regarding possible dangers at international destinations, contact the Travel Advisory Section of the U.S. State Department, tel: (202) 647 - 5225, or on the web at: <https://travel.state.gov/content/passports/en/alertswarnings.html> (link sends e-mail)

For medical information, contact the Center for Disease Control, tel: (404) 332 - 4559, or on the web at: [www.cdc.gov/travel](http://www.cdc.gov/travel) (link sends e-mail)

## **10) Local Laws & Customs**

Laws and customs of the country/ies you visit can be very different to those in the UK. Be aware of your actions to ensure that they do not offend, especially if you intend to visit religious areas. There may be serious penalties for doing something that might not be illegal in the UK. You are strongly advised to check with the appropriate embassy, consulate or British Foreign and Commonwealth Office or <https://www.gov.uk/foreign-travel-advice> (link sends e-mail) for further information regarding local laws and customs of the country/ies you plan to visit. It is your responsibility to familiarise yourself with, and respect local laws and customs. If you fail to do so, we will 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 travel arrangements.

## **Electricity & voltage**

While there should be (but we cannot guarantee) electricity available throughout your trip, the voltage is likely to vary widely, and may be different from the voltage used in your home country. As such, please be aware that the electricity supply may not be sufficient to power your electronic devices all the time and that you may need a voltage converter or transformer to safely power your electronic device(s). It is recommended that you check the voltage of your device(s) before plugging it in, as the device(s) may be damaged if the incoming voltage is higher than the device(s) is manufactured for. Once you have established the voltage of your device(s), you may need an adapter to ensure your plug will fit in the available sockets. Trek America Travel Limited makes no representation, warranties, covenants or guarantees with respect to the availability, standards or voltage of electricity and



is not liable for any injury, loss, expenses or damage (either direct or consequential) that may result from the passenger's use or charging of a device during the trip.

## 11) Our Privacy Policy

### OUR DATA PROTECTION COMMITMENT

TrekAmerica is part of the Travelopia group of companies (<https://www.travelopia.com/> (link sends e-mail)). Here at TrekAmerica we understand the concerns about how data may be stored, sent and used by companies. We are committed to complying with all data protection laws and want you to feel confident in the measures we are taking to uphold your data privacy rights.

This privacy policy explains how we, TrekAmerica collect and use your personal information. In it we explain the types of information we collect, how we collect it, what we use it for and who we may share your personal information with. We also let you know what rights you have over your information.

### WHAT INFORMATION MIGHT WE COLLECT ABOUT YOU?

We do our best to keep the information we collect about you to the minimum necessary.

The information we collect depends upon how you are interacting with us. For example, if you're booking a holiday or tour with us we are likely to ask for more information than if you're only requesting a brochure or browsing our website. We may collect, use, store and transfer different kinds of personal information about you, which we have summarised in the box below.

**Details about you:** Your first and last name, marital status, title, gender, e-mail address, telephone number, date of birth, loyalty membership details, your reasons for travel, meal and other travel preferences or dietary requirements.

**Payment details:** Your bank details and payment card details when making a booking with us. Details about payments to and from you and other details of products and services you have purchased from us.

**Identification documents:** If you are travelling on a routerequiring advance passenger information, your passport or identity card details including your passport number, the country in which your passport was issued and the expiry date.



**Details about your booking with us:** Details such as where you are flying from and to, your booking information (including anyone else on the booking), any onward travel details if relevant, details of experiences or excursions booked through us, baggage requirements, upgrade information, lounge visits, seat preferences, meal preferences or requirements, details of any special assistances required and any other relevant information so that we can provide you with the travel or other service you have arranged with us.

**Details from your interactions with us:** Information about interactions or conversations with us and our staff, including when you make enquiries, comments, complaints or submit feedback to us. This could also include username and password and your interests, marketing preferences and survey responses.

**Your use of our systems and services:** This includes how you use our site, app, retail stores, call centres and/or social media pages, IP addresses and information you may post on social media.

Job applications: If you apply for a job with us, your CV, work history, educational details and the role you are applying for.

**Special types of data:** In some circumstances we may need to collect information from you that is deemed sensitive. For example, we might collect:

- **Data about your health.** Knowing your dietary requirements and any medical conditions you have will ensure that the trip is suitable for you and any necessary adjustments are made.

- **Information about your religion** (for example if you specify a meal preference that indicates a particular religion, such as a kosher or halal meal).

We try to limit any sensitive personal data we collect to the minimum possible. Unless we have a specific lawful reason to use this information, we will ask for your consent to collect it.

If you fail to provide personal data

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

## **HOW DO WE COLLECT YOUR INFORMATION AND WHY?**

Depending upon your interactions with us, we might collect information in the following ways:



**Direct Interactions:** You may give us your identity, contact and financial data by filling in forms or by corresponding with us by post, phone and email or otherwise, This includes personal data you provided when you:

- book or search for a holiday or other service (such as a flight, cruise, hotel lounge access, transportation or special assistance) via one of our websites, any apps we use, retail stores, our call centre;
- fill in part of the booking information on our site but do not complete the booking;
- request a brochure, sign up to receive email updates, participate in any of our competitions, promotions (for example via any social media channels, email or our site), surveys or market research;
- create an account on our website and enter information onto online forms;
- provide us with information about an accident, illness or incident that occurred or some other feedback;
- apply for a job with us by email or via the site;
- contact us via our call centres, press office, social media, post, email or instant messenger. Our interactions with you may be recorded and monitored for the purposes of improving customer service, quality assurance, training, security and general business purposes; or
- attend any of our events.

#### **Automated technologies or interactions**

As you interact with our website, we may automatically collect technical data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. Please see our Cookie Policy for further details.

#### **Third parties or publicly available sources**

We may receive personal data about you from various third parties as set out below:

- a) airlines, hotel providers or other parties we work with if you make a complaint to them;
- b) analytics providers

## WHAT DO WE USE YOUR INFORMATION FOR?

Under data protection laws we are allowed to use personal information only if we have a proper reason to do so such as:

- to fulfil a contract we have with you or;
- when it is our legal duty or;
- when it is in our legitimate interest (or those of a third party) and your interests and fundamental rights do not override those interested or
- when you consent to it

Generally we do not rely upon consent as a legal basis for processing your personal data other than in relation to sending our own or third party direct marketing communications to you via e-mail or text message. You have the right to withdraw consent to marketing at any time by contacting us.

We have set out below a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data.

- To manage your booking with us. We will use your information to provide you with any travel or event services that you request or purchase. This entails booking your flights, accommodations, organising tours, transportation and car hire and providing you with your tickets (on the basis of performing our contract with you) and providing you with any special assistance you require (where you give us your consent).
- To contact you with information about your bookings and support services: We will use your contact details to send you communications which relate to your booking or services you have requested. The types of information usually included would be: e-mails responding to enquiries, providing you with tickets, alerting you to changes in itineraries or responding to any complaints you have. We do these things in order to fulfil our contract with you and on the basis of our legitimate business interest of providing you with customer service.
- To provide assistance with online bookings. We may collect information when you enter it into forms on our websites but do not complete your booking. We do so in order to offer assistance in case you are experiencing difficulties using our websites.
- To enable you to partake in a prize draw, competition or complete a survey: We do this to perform our contract with you or for our legitimate events of studying how customers use our services, develop them and grow our business.



- To send you marketing communications. We will use your information to contact you in order to keep you up to date with the latest news, offers, events, sales, brochures, promotions and competitions that we consider may be of interest or relevant to you. We will usually only do this when we have your consent to do so or on the basis of our legitimate interest to provide you with customer service. Please see the Marketing section below for more information.
- To personalise your customer experience and improve our service. We use your information to provide you with a more personalised service. This might include personalising the communications we send to you with preferences, sending you only with advertising that we think you might like and/or enhancing your holiday experience (on the basis of our legitimate interests to present you with the right kinds of products and services). We may also record and/or monitor calls in order to improve our customer service.
- To ensure security and protect our business interests. In certain circumstances, we use your information to ensure the security of our services, buildings, and people, including to protect against, investigate and deter fraud, unauthorised or illegal activities, systems testing, maintenance and development (on the basis of our legitimate interests to operate a safe and lawful business or where we have a legal obligation to do so);
- To process your job applications. We will use your information to process any job applications that you submit to us, whether directly or via an agent or recruiter (speculatively or in response to any ad) (on the basis of our legitimate interest to recruit new employees or contractors);
- To optimise our sites and app. If you use our sites or apps, we will use your information to ensure that the content from our websites are presented in an effective manner for you and your device, to provide you with access to our site and app in a manner that is effective, convenient and optimal, and to provide you with content that is relevant to you, using site analytics and research and in certain circumstances combining that with other information we know about you (on the basis of our legitimate interests to operate and present an effective and convenient website to our website users);
- To use data analytics to improve our website, products/services, marketing, customer relationships and experiences. This is necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)

- To conduct research. We use your information to carry out aggregated and anonymised research about general engagement with our services and systems, or if you choose to participate in customer surveys, consumer focus groups and research (on the basis of our legitimate interests to improve our products, services and customer service); and
- To comply with our legal obligations. In certain circumstances, we will need to use your information to comply with our legal obligations, for example to comply with any court orders or subpoenas (on the basis of our legitimate interests to comply with a legal obligation).

#### WHAT ABOUT OUR MARKETING PRACTICES?

When we will get in touch with you

One of the other reasons we sometimes collect your information is so that we can form a view on what we think you may want or need, or what may be of interest to you. With this information we decide which products, services and offers may be relevant for you and what marketing you may be interested in.

We keep you up to date with our latest offers, partnerships, sales, promotions, competitions (or those of our partners such as other members of the Travelopia group) that we think might be of interest/relevance to you.

We will only contact you in this way if:

- You have signed up to receive marketing communications from us or one of the other Travelopia companies and have not later told us that you don't want to hear from us.
- You have made a booking with us and have not told us that you do not want to hear from us.

#### **What if I don't want to receive marketing?**

We never want to send our marketing to someone who isn't interested in receiving this content. If you have decided that you no longer wish to hear from us, you can unsubscribe from marketing by clicking on the 'unsubscribe' link included in all of our e-mails or by contacting us.

Third parties and marketing

We do not pass your information to other parties for marketing purposes unless you agree to us doing so. We will get your express opt-in consent before we share your personal data with any company outside the Travelopia group of companies for marketing purposes.



Sometimes we may use 3rd parties to send the communication to you on our behalf. We use third party providers, Hubspot & GB Mail to deliver our brochures/monthly e-newsletters. However, these companies do not have the right to send marketing to you for their own purposes.

The marketing material we send to you we may occasionally also include information about selected business partners who provide services closely related to our own product.

#### WHEN DO WE SHARE YOUR PERSONAL DATA?

In order to provide you with the services and on the lawful grounds described above, we may share your personal information with third parties such as:

- Third party suppliers we work with to provide your booking and our other services to you. We may share your information with parties such as travel agents, booking agents, airlines, hotels, tour operators, transport companies, excursion providers, airport authorities, insurance companies, car hire companies, ground handling agencies, and cruise companies.
- Other suppliers that we work with in connection with our business. We share your information with third party suppliers that we use to provide services in connection with the experiences we offer to you. This might include marketing agencies and/or companies that run our marketing campaigns, IT developers, service providers and hosting providers, third parties that manage promotions or competitions, third party software companies ground agents, site analytics providers, medical service providers and credit card screening companies;
- Airports, immigration / border control and/or other government authorities. Sometimes we have to provide 'Advance Passenger Information' about you to border or immigration authorities of the country of your travel destination. This would usually be the basic information contained in your passport but the laws of certain countries may require additional information. We will provide this information when we are required to do so.
- Third parties/other Travelopia companies for marketing. We share your information with any third party that you consent to our sharing your information with for marketing purposes;
- Credit references and fraud prevention agencies.
- Courts or advisors. We may have to share your information with other third parties (such as legal, accountants or other advisors, regulatory authorities, courts and government agencies) to enable us to enforce our legal rights, or to protect the rights, property or safety of our employees or where such disclosure may be permitted or required by law; and

- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

#### **WHEN DO WE SEND YOUR DATA OUTSIDE THE EEA?**

We will only send your data outside the European Economic Area (“EEA”) to:

- follow your instructions
- comply with a legal duty
- work with our suppliers and third parties who we use to help deliver our services

Some of our external third parties are based outside the EEA so their processing of your personal data will involve a transfer of data outside the EEA. If we do transfer information to parties outside of the EEA, we will make sure that it is given a similar degree of protection.

#### **YOUR PERSONAL DATA RIGHTS**

What are your rights?

We want you to feel reassured that you have control of your personal information. With this in mind, we have explained below the rights you have in relation to the personal information we hold about you:

- The right to be advised of how we will use your personal information. This is set out in this privacy policy and we do our best to provide you with as much information as we can at the point at which you pass us your data.
- The right to ask us to correct any information you believe is incorrect.
- The right to ask us to not to use your information for marketing purposes.
- The right to receive a copy of the personal data we hold about you or to request that we transfer this to another service provider.
- In certain circumstances, the right to ask us to stop using information about you.

- The right to ask us to limit or cease processing or erase information we hold about you in certain circumstances.
- The right to withdraw consent that you have provided to us to use your personal information.

### **How can you exercise your rights?**

You can exercise these rights over your data by contacting us or by checking the applicable boxes on forms where we collect your information or to tell us that you don't want to participate in marketing. You can also unsubscribe from any marketing circulation lists you are on by scrolling to the bottom of the e-mail and clicking the 'unsubscribe' link.

We will comply with your requests, unless we have a lawful reason not to do so. We may need you to provide additional details to confirm your identity in order to process your request.

### **DATA SECURITY**

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

### **HOW LONG DO WE KEEP YOUR DATA FOR?**

We will only keep your personal data for as long as necessary to fulfil the purpose we collected it for, including for the purpose of satisfying any legal accounting or reporting requirements.

We operate a data retention policy and look to find ways to reduce the amount of information we hold and the length of time we hold it for.

By law we have to keep basic information about booking and our customers for six years for legal claims and tax purposes.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.



## HOW TO CONTACT US

We have appointed a Data Manager who is responsible for overseeing questions in relation to this privacy notice. If you have any questions about this privacy notice, including any requests to exercise your legal rights, please contact the Data Manager using the details set out below.

Data Manager

TrekAmerica Travel Limited

16/17 Grange Mills

Weir Road

LONDON

SW12 0NE

Please contact us in the first instance if you have any concerns. If we are unable to resolve your concern, you have the right to make a complaint to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk) (link sends e-mail)) or the relevant data protection authority where you live.

## OTHER PRIVACY INFORMATION

### Change of Purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

### Third-party Links

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

### Changes to this privacy policy and your duty to inform us of changes





We keep our privacy policy under regular review. This version was last updated on 10th May 2018.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

## COOKIES

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. For more information about the cookies we use, please see our Cookies Policy.

U.S. Privacy Notice: The Transportation Security Administration (TSA) requires you to provide your full name, date of birth, and gender for the purpose of watch list screening, under the authority of 49 U.S.C section 114, the Intelligence Reform and Terrorism Prevention Act of 2004 and 49 C.F.R parts 1540 and 1560. You may also provide your Redress Number, if available. Failure to provide your full name, date of birth, and gender may result in denial of transport or denial of authority to enter the boarding area. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more on TSA privacy policies, or to review the system of records and the privacy impact assessment, please see the TSA website at <https://www.tsa.gov> (link sends e-mail) .

Any likeness or image of you secured or taken on any of our holidays 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.

## 12) Tour Leader Authority & Behaviour

On an active group holiday it is necessary that you abide by the authority of the tour leader, who represents the Company. The tour leader is not an employee of the Company, however they are appointed by the Company to guide your holiday. If you commit any illegal act when on the holiday or if in our reasonable opinion or the reasonable opinion of the tour leader or another person in authority your behaviour is disruptive, threatening or abusive, causes unnecessary inconvenience or is causing or likely to cause damage to property, danger, distress or upset, disturbance or annoyance to others or puts any other traveller or our staff or agents in the UK or resort in any risk or danger, on the telephone, in writing or in person, we may terminate your travel arrangements without any liability on our part.



If the Captain of your flight or ferry or any of our overseas staff or agents believes that you could be disruptive or that you are suffering from a contagious disease, they can also refuse to let you proceed with your travel arrangements, restrict your movements on board, disembark you from the ferry or aircraft, or remove you from your accommodation or excursion. If this means you are not allowed to board the flight outbound from the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges. If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. In any of these circumstances no refunds or compensation will be paid to you and we will not be liable for any costs or expenses you incur.

If you are refused carriage because of your behaviour, or you are under the influence of alcohol or drugs, your airline may pass on your details and date of refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets. In any of these circumstances, no refunds or compensation will be paid to you and we may make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result of your behaviour including but not limited to (i) repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting the aircraft or ferry to remove you. Criminal proceedings may also be instigated. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the holiday, you must advise us of this at the time of booking.

In the U.S., the legal drinking age is 21, in the Canadian province of Alberta it is 18 and in British Columbia it is 19. The Company does not condone the use of alcohol by those under the legal drinking age and in no way condones or encourages intoxication or the use of illegal drugs. If you are over the legal drinking age and you chose to drink, we urge you to do so responsibly and ask that you remember that the excessive use of alcohol or any use of illegal drugs can result in severely impaired judgment, injury and/or death. You should also know that the underage use of alcohol or any use of illegal drugs can result in imprisonment.

Your participation in this holiday is an acknowledgement by you that you will act as a mature adult and will be responsible for your own decisions.

For the purpose of this section, reference to "you" or "your" includes any person in your party.

### **13) Your Accommodation**

Any accommodation we arrange for you must only be used by those people named on your Confirmation Invoice (or on the latest Amendment Invoice issued). You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay. These charges must be met by you and may have to be paid locally.

### **14) Trip Details**

Tour information on the website supersedes any other written material that you may have in regards to your tour. The website will be considered the most up-to-date and accurate.

### **15) Special Requests**

We will consider special requests such as vegetarian meals, high or low floor preferences in the accommodation, when you book. We will tell you whether there is a charge for the request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing. It is your responsibility to advise us of any special requirements.

### **16) Participation Requirements**

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen holiday as described in this brochure.

No unaccompanied minors (those under 18 years of age) can be accepted however (a) minors aged between 6 -17 years may accompany their parents on holidays designated as family adventures, city breaks or villa holidays and (b) older teenagers may be allowed to join group holidays provided they are accompanied by a parent or guardian who accepts full responsibility for them. The minimum age for children on family adventures is 6 years old and family volunteer holidays, 10 years.

The tour leader is not responsible for any activity which you undertake, because you are in the best position to know your own individual competence with respect to any activity you engage in. Agreeing to our terms and conditions and Exhibit A (and if applicable, Exhibit B) signifies your agreement to this.

Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the holiday. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the holiday in which case all monies paid will be forfeit.

Under European law, if you are disabled or have difficulty moving around, you can receive assistance when you fly. This free service is available to anyone with mobility problems, for example, because of their disability, age or a temporary injury. To take full advantage of the service you need to pre-book 48 hours in advance of the flight. You can book assistance and find out more by contacting Trek America by email at: [info@trekamerica.co.uk](mailto:info@trekamerica.co.uk) (link sends e-mail).

### **17) Law & Jurisdiction - Mandatory Applicable Law and Exclusive Forum Selection**

If you booked your holiday in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the Internet), this contract, and any other claim or dispute arising from or related to this contract, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it.

If you booked your holiday in Scotland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Scottish law and the courts of Scotland shall have exclusive jurisdiction over any claim arising out of it.

If you booked your holiday in Northern Ireland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it.

For the avoidance of doubt, neither the courts of your country of domicile nor the courts of the country where your holiday is to take place nor any other courts shall have jurisdiction instead of or in addition to the courts of the jurisdiction set out above as appropriate.

### **18) Liability**

Our liability in respect of claims involving death or personal injury: Where the holiday is a package within the meaning of The Package Travel, Package Holidays and Package Tours Regulations 1992, and your claim is brought within the jurisdiction of and under the laws of either England and Wales, Scotland or Northern Ireland the



following will apply and sets out our liability (including any limitation as to damages) to you.

We are responsible to you for the proper performance of our obligations under the contract irrespective of whether those obligations are provided directly by us, or by third party service providers engaged by us acting within the proper course of their employment. Subject to the limitations of damages set forth in this Agreement, we are liable to you for any damage caused to you by our failure to perform the contract or by our improper performance of the contract, unless that failure is:

- (i). attributable to you;
- (ii) attributable to a third party unconnected with the provision of the services and are unforeseeable or unavoidable;
- (iii) due to unusual and unforeseeable circumstances beyond our control and could not have been avoided even if all due care had been taken;
- (iv) due to an event which even with all due care we could not foresee or forestall.

The release of liability and assumption of risk that you must sign before we accept your booking (Exhibit A and, if you book a National Park element with your holiday, Exhibit B) will not be relied upon by the Company or any third party provider of services and we will not seek to exclude your rights to bring a claim or to exclude liability for death or personal injury provided that your claim is brought within the jurisdiction of and under the laws of either England and Wales, Scotland or Northern Ireland.

You are responsible for your own luggage and personal belongings and we shall not be liable for loss of or damage to any luggage or personal belongings unless the same is caused by our negligence. You are advised to ensure your insurance (see clause 8 above) adequately covers loss and/or damage to your luggage and personal belongings. Our maximum liability for loss of or damage to your luggage or personal belongings, for the entirety of your party, is limited to US\$1,000.00 with a maximum sum of \$250.00 per any individual item.

### **19) Severability**

In the event that clause 17 of this contract is struck down, invalidated or disappplied for any reason whatsoever by any court whatsoever, clauses 17 and 18 shall be severed from the remainder of the clauses of this contract, which shall remain valid and enforceable.

## 20) US Forum

This clause shall apply where a U.S. court has struck down, invalidated, disappplied or declined to enforce or have regard to clause 17 of this contract for any reason whatsoever, or in the event that acclaim in respect of death or personal injury is issued or filed, or you threaten to issue or file, in a court within the United States of America and where:

- a. you have stated your intention in correspondence to issue or file the claim in a U.S. court or have issued or filed court proceedings in a U.S. court; and/or
- b. you have issued or filed proceedings in a U.S. court and that court has indicated it will accept jurisdiction, despite the provision of clause 17 of this contract, and for any reason; and
- c. the claim is against Trek America Travel Limited, or any of their owners, affiliates or subsidiaries, or any of the third party suppliers who are responsible for the provision of services in the U.S. The following will apply and sets out our liability to you.

I. RESPONSIBILITY : I UNDERSTAND AND AGREE THAT ALL TRAVEL ARRANGEMENTS INCLUDED IN THIS TRIP ARE MADE ON MY BEHALF UPON THE EXPRESS CONDITION THAT NEITHER TREK AMERICA TRAVEL LIMITED NOR ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, OR AFFILIATES INCLUDING BUT NOT LIMITED TO TRAVELOPIA (COLLECTIVELY "TREK AMERICA"), SHALL BE LIABLE OR RESPONSIBLE FOR ANY NEGLIGENT OR WILFUL ACT OR FAILURE TO ACT OF ANY THIRD PARTY, SUCH AS OPERATORS OF AIRCRAFT, TRAINS, MOTORCOACHES, PRIVATE CARS, CRUISE VESSELS, BOATS, SHIPS OR ANY OTHER CONVEYANCE, HOTELS, SIGHTSEEING EXCURSIONS, LOCAL GROUND HANDLING, ETC. WHICH ARE TO OR DO SUPPLY ANY GOODS OR SERVICES FOR MY TRIP. I FURTHER UNDERSTAND THAT TREK AMERICA NEITHER OWNS NOR OPERATES SUCH THIRD PARTY SUPPLIERS AND ACCORDINGLY AGREE TO SEEK REMEDIES DIRECTLY AND ONLY AGAINST THOSE SUPPLIERS AND NOT HOLD TREK AMERICA RESPONSIBLE FOR THEIR ACTS OR OMISSIONS. WITHOUT LIMITATION, TREK AMERICA IS NOT RESPONSIBLE FOR ANY NEGLIGENT OR WILFUL ACTS OF OTHERS OR FOR ACTS OF GOD OR FORCE MAJEURE, WEATHER EMERGENCIES, BREAKDOWN OR FAILURE OF MECHANICAL EQUIPMENT, GOVERNMENT ACTIONS, INCLEMENT WEATHER, SICKNESS, ATTACKS BY ANIMALS, AVAILABILITY OF MEDICAL CARE OR THE ADEQUACY OF THE SAME, CRIMINAL ACTIVITY OF ANY KIND, TERRORISM, WAR, CIVIL DISTURBANCE, SANITARY CONDITIONS, QUALITY OR SANITATION OF FOOD, QUARANTINE, CUSTOMS REGULATIONS, EPIDEMICS, STRIKES, HOTEL OVERBOOKING, SAFETY AND/OR SECURITY STANDARDS AT HOTELS OR OTHER ACCOMMODATIONS, ANY PROBLEMS OR INJURIES WHATSOEVER ARISING FROM CUSTOMERS' CONSUMPTION OF ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS OR FOR ANY OTHER REASON BEYOND THE CONTROL OF TREK AMERICA, AND I UNDERSTAND, AGREE WITH,



AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THE RELEASE AND WAIVER OF LIABILITY SET FORTH HEREIN.

II). ACKNOWLEDGEMENT OF RISK : I UNDERSTAND AND ACKNOWLEDGE THAT MY TRAVEL IN CONNECTION WITH AND PARTICIPATION IN THE TRAVEL OR VACATION PACKAGE ("VACATION PACKAGE" OR "TRIP") ARRANGED AT MY REQUEST BY TREK AMERICA MAY INVOLVE RISK AND POTENTIAL EXPOSURE TO INJURY AND POSSIBLY DEATH. I SPECIFICALLY ACKNOWLEDGE AND RECOGNISE THE POTENTIAL FOR INJURY AND DEATH WHICH CAN RESULT FROM MY IRRESPONSIBLE AND IMMATURE USE OF ALCOHOL AND/OR ILLEGAL DRUGS IN CONNECTION WITH OR DURING THIS TRIP. I ALSO REALISE AND ACKNOWLEDGE THAT RISK AND DANGERS MAY BE CAUSED BY THE NEGLIGENCE OF THE OWNERS, EMPLOYEES, OFFICERS OR AGENTS OF TREK AMERICA OR THE NEGLIGENCE OR PARTICIPATION OF OTHER PASSENGERS, CONTRACTORS AND/OR SUBCONTRACTORS TO TREK AMERICA. I ALSO RECOGNISE AND ACKNOWLEDGE THAT RISK AND DANGERS MAY ARISE FROM FORESEEABLE AND UNFORESEEABLE CAUSES, INCLUDING WEATHER AND OTHER ACTS OF NATURE. I FULLY UNDERSTAND AND ACKNOWLEDGE THAT THE AFOREMENTIONED RISKS, DANGERS AND HAZARDS ARE A POTENTIAL IN CONNECTION WITH RECREATIONAL ACTIVITIES WHICH MAY TAKE PLACE DURING MY TRIP.

III). EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: IN RECOGNITION OF THE INHERENT RISK OF THE TRAVEL AND RELATED ACTIVITIES IN WHICH I AM INTENDING TO ENGAGE, I CONFIRM THAT I AM PHYSICALLY AND MENTALLY CAPABLE OF PARTICIPATING IN THE ACTIVITY AND THAT I WILL BE MATURE AND RESPONSIBLE IN MY BEHAVIOUR AND PARTICULARLY IN CONNECTION WITH ANY DRUG OR ALCOHOL USE IN WHICH I MAY PARTICIPATE. I AM WILLINGLY AND KNOWINGLY ELECTING TO PARTICIPATE IN THIS VACATION PACKAGE IN SPITE OF THE POTENTIAL RISK OF DANGER AND I WILLINGLY AND VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY INJURY, LOSS OR DAMAGE SUFFERED BY ME OR CAUSED BY ME, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE OWNERS, AGENTS, OFFICERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS OF TREK AMERICA.

IV). RELEASE OF LIABILITY : IN CONSIDERATION OF THE SERVICES AND ARRANGEMENTS PROVIDED BY TREK AMERICA, I, FOR MYSELF AND FOR MY HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, DO HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS AND AGREE TO INDEMNIFY TREK AMERICA, AND ITS OWNERS, OFFICERS, DIRECTORS, AFFILIATES, AGENTS, CONTRACTORS, SUBCONTRACTORS AND EMPLOYEES FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES FOR BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, LOSS OF SERVICES, LOST PROFITS, CONSEQUENTIAL,



EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES OR OTHERWISE WHICH MAY ARISE OUT OF OR OCCUR DURING MY TRAVEL IN CONNECTION WITH THE SCHEDULED VACATION PACKAGE AND ANY ACTIVITIES CONDUCTED IN CONJUNCTION THEREWITH. I SPECIFICALLY UNDERSTAND THAT I AM RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT I MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACT OR CONDUCT OF THE OWNERS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF TREK AMERICA.

V). EXPRESS WAIVER OF ANY RIGHT TO SEEK CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES: REGARDLESS OF THE SITUATION OR CIRCUMSTANCES GIVING RISE TO A CLAIM, I WAIVE ANY RIGHT TO SEEK CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES AGAINST TREK AMERICA, ITS OWNERS, DIRECTORS, AFFILIATES, AGENTS, CONTRACTORS, SUBCONTRACTORS AND EMPLOYEES, FOR ANY REASON WHATSOEVER.

VI. MEDICAL AUTHORISATION : I HEREBY AUTHORISE ANY MEDICAL TREATMENT REASONABLY NECESSARY FOR ANY INJURY WHICH I INCUR WHILE PARTICIPATING IN THIS TRIP.

VII. MEDICAL EXPENSES : I EITHER HAVE MEDICAL INSURANCE OR, IN ITS ABSENCE, AGREE TO PAY ALL COSTS OF RESCUE AND/OR MEDICAL SERVICES AS MAY BE INCURRED BY ME OR ON MY BEHALF DURING SUCH TRIP.

VIII. SEVERABILITY : I AGREE THAT IF ANY TERM SET FORTH IN THIS EXHIBIT "A" IS FOUND TO BE UNENFORCEABLE, ALL OTHER TERMS SET FORTH IN THIS EXHIBIT "A" ARE SEVERABLE FROM THE TERMS THAT ARE INVALIDATED.

VIII. MANDATORY ARBITRATION: YOU AGREE THAT ANY DISPUTE CONCERNING, RELATING OR REFERRING TO A CLAIM FOR DAMAGES DUE TO INJURY OR DEATH WHICH OCCURS DURING OR IN CONNECTION THE HOLIDAY AND WHERE THAT CLAIM IS COMMENCED OR TRANSFERRED TO U.S. JURISDICTION SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION ACCORDING TO THE THEN EXISTING RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN AN ARBITRATION CONDUCTED IN ATLANTA, GEORGIA, U.S.A. SUCH PROCEEDINGS WILL BE GOVERNED BY SUBSTANTIVE DELAWARE LAW. THE DISPUTE WILL BE RESOLVED BY A SINGLE ARBITRATOR WHO MUST BE A LAWYER ADMITTED TO PRACTICE IN THE COURTS OF AT LEAST ONE STATE IN THE U.S. AND HAVE A MINIMUM OF FIFTEEN YEARS OF EXPERIENCE IN CIVIL LITIGATION. THE





ARBITRATOR SO DESCRIBED WILL BE SELECTED BY THE AMERICAN ARBITRATION ASSOCIATION. EACH PARTY TO THE DISPUTE SHALL HAVE THE RIGHT ON A SINGLE OCCASION TO VETO THE DESIGNATION OF AN ARBITRATOR SO SELECTED. THE PARTIES WAIVE THE RIGHT TO RELY ON ANY STATE LAW OR STATUTE WHICH CREATES AN EXCEPTION TO ENFORCEMENT OF THE REQUIREMENT THAT DISPUTES BE RESOLVED PURSUANT TO ARBITRATION IN THE MANNER SET FORTH HEREIN.

IV. IN CONNECTION WITH ANY ACTION OR LEGAL PROCEEDING BROUGHT BY THE CUSTOMER IN U.S. JURISDICTION, THE PARTIES HEREBY SPECIFICALLY AND KNOWINGLY IRREMOVABLY AND FOREVER RELINQUISH AND WAIVE ANY RIGHTS THAT EITHER PARTY MIGHT HAVE TO DEMAND A JURY TRIAL.

V. WHERE THE CUSTOMER CHOOSES OR THREATENS TO BRING A CLAIM UNDER THIS CONTRACT (OR RELATED IN ANY WAY TO THE HOLIDAY), IN THE U.S. COURTS ANY ACTIONS AND PROCEEDINGS BROUGHT HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. IF THE RIGHT TO SEEK ARBITRATION IS FOR ANY REASON WAIVED BY BOTH PARTIES, OR IF JUDICIAL REVIEW OF ANY ARBITRATION DECISION IS SOUGHT, ANY ACTION OR LEGAL PROCEEDING TO ENFORCE ANY PROVISION HEREOF, OR BASED ON ANY RIGHT ARISING OUT OF, OR RELATING TO, THIS CONTRACT (OR WITH RESPECT TO ANY LEGAL CLAIM WHATSOEVER RELATED TO THE HOLIDAY (INCLUDING ANY CLAIM BASED ON TORT, CONTRACT OR ANY OTHER LEGAL THEORY)) SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF DELAWARE, OR, IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, AND ALL OF THE PARTIES HERETO HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND OF THE APPROPRIATE APPELLATE COURTS IN ANY SUCH ACTION OR LEGAL PROCEEDING AND WAIVE ANY OBJECTION TO VENUE OR JURISDICTION IN CONNECTION THEREWITH.