

# Booking Conditions

Your contract is with KE Adventure Travel Ltd, a member of ABTA.

## YOUR HOLIDAY CONTRACT

Below are the details of the terms and conditions of the booking agreement. Please read them carefully. When you make a booking and we accept it, a legally binding contract is made. When you sign a booking form or fill one in online, you (and any other person on whose behalf you book) agree to accept all of these conditions, you acknowledge that you have read the relevant trip dossier and the General Information. You also warrant that the information given by you on the booking form is complete and true. A contract will exist as soon as we issue our confirmation invoice. Note that we will not issue a confirmation invoice, and therefore no contract will exist, until we receive a fully-completed booking form for each and every member of any party. This contract is made on the terms of these booking conditions; any disputes arising from this contract are to be decided by the English courts, unless the customer chooses Scotland or Northern Ireland.

## OUR COMMITMENT TO YOU

### 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 this brochure and/or website and for your repatriation in the event of our insolvency. We provide this security by way of a bond held by the Civil Aviation Authority under ATOL number 2808 and a bond held by ABTA. When you buy an ATOL protected air holiday package from KE Adventure Travel, you will receive a Confirmation Invoice from us or via our authorised agent through which you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). If you buy a package which includes air travel, your holiday price will include a £2.50 ATOL Protection Contribution (APC) which we pay to the CAA.

### 2. ABTA

We are a Member of ABTA with membership number W4341. 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 on ABTA's website [www.abta.com](http://www.abta.com).

### 3. Your Holiday Price

We reserve the right to alter the prices of any of the holidays shown in our brochure and/or on our website (prices are correct at the time of publication, October 2011). You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

a) The price of your travel arrangements was calculated using exchange rates quoted on the Financial Times website [www.ft.com](http://www.ft.com) on 19 August 2011 in relation to the following currencies: £1 = US\$1.6572; £1 = €1.1493.

b) Changes in transportation costs, including 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.

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 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 will have the option of accepting a change to another holiday if we are able to offer one, or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. 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.

c) Unless otherwise stated, all group tours are guaranteed to operate once a minimum group size (specified in the pricing panel for each trip) is reached.

d) You should note that no discounts for unused services will be given if at the time of booking or prior to departure you choose not to take part in the full package as detailed in the trip dossier.

### 4. If We Change or Cancel Your Holiday

It is in the nature of a holiday of this kind that arrangements and participants have to be flexible. The day-to-day agenda and ultimate goal of the trip are taken as aims and not as contractual obligations. It is a necessary condition of your joining any of our advertised holidays that you accept this flexibility. It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor (including change of aircraft, operator and destination airport) and we will notify you or your travel agent of them at the earliest possible date. In the case of such changes there is no entitlement to cancel without penalty.

In accordance with EU regulations we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. In most cases we will include details of the carrier for your international flights on your booking confirmation. Please see our website [www.keadventure.com](http://www.keadventure.com) for a listing of carriers to be used or likely to be used on domestic flights overseas. Any changes to the actual airline operating your international flight 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 flight by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.

If we have to make a major change to your holiday such as a change to your departure airport, a lower than expected standard of accommodation or a change to your airline departure time of up to 12 hours resulting in a significant inconvenience with regard to your holiday, we will notify you and give you the option to cancel with a full refund. We will also pay compensation as detailed below, unless the major change arises due to reasons of force majeure. In the unfortunate event that an international flight is delayed during your holiday, the individual airline policy will apply.

We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel your trip. However, we will not cancel your travel arrangements less than 8 weeks before your departure date, except for reasons of force majeure, inadequate insurance cover or failure by you to pay the final balance. (For this reason we strongly advise you not to incur any non-refundable incidental expenses, e.g. flights, before we have sent you final confirmation of your itinerary). Note that if you are making your own flight arrangements we cannot be held responsible for any non-refundable costs you incur through booking your own flights or otherwise should we be forced to cancel your trip. If we cancel your travel arrangements for reasons other than the above, we will offer you compensation as set out in the table below. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of lower value). If, for an unforeseeable reason outside of our suppliers' control, we have to cut short your holiday, no refund or compensation will be made for any unused hotel accommodation, hire equipment, air tickets or any other unused service or feature of the trip.

Please note that carriers used, including airlines may be subject to change. Such a change is deemed to be a minor change. If we have to make a change to your holiday, we will inform you or your travel agent as soon as reasonably possible and providing there is time before your departure.

### Force Majeure:

We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of war, riot, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other unforeseen circumstances that may amount to *force majeure*.

Period before departure within which notice of cancellation of major change is notified to you.

Compensation per person	More than 56 days	Nil
	56 - 15 days	£20.00
	14 - 0 days	£30.00

### 5. Our Liability to You

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However, we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel services; or where the cause is unforeseeable or unavoidable; or unusual and 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 we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also 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, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, the amount of which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. 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.

Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be published at EU airports and will also be available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 4. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 [www.auc.org.uk](http://www.auc.org.uk)

### 6. In-Country Assistance

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and 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 we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

### 7. Optional Activities

Optional activities, excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any optional activity, excursion, or other tour that you book, your contract will be with the operator of the activity, excursion or tour and not with us. We are not responsible for the provision of the activity, excursion or tour or for anything that happens during the course of it's provision by the operator.

### 8. Breachure Responsibility and Infants

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be less than 2 years of age on the date of its return flight.

### 9. Data Protection

We take full responsibility for ensuring that proper security measures are in place to protect your information. When you make a booking, you consent to all the information you provide being passed on to our suppliers, wherever they may be based. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. Full details of our data protection policy are available upon request.

## YOUR COMMITMENT TO US

### 1. Your Holiday Price

When you make your booking you must pay a non-refundable deposit of £200 per person for the Land Only travel arrangements. A higher deposit is payable if any supplier requires additional payment at the time of booking. The applicable deposit is listed on our website and will be confirmed at the time of booking. On occasion, full payment for a service such as your flights may also be required at the time of booking. Clients booking by telephone will be deemed to have read the booking conditions and to have signed the declaration on the booking form, although a completed booking form must be received by the KE office and acknowledgement sent, before the booking is confirmed and the contract is made.

Upon receipt of your booking, we will forward a confirmation invoice with your flight details (if flights are included in the booking) informing you of the date by which final payment must be made for your trip. This is normally 8 weeks before departure. For certain tours, full payment must be received at an earlier stage before the start of your tour. You will be advised at the time of booking when this is the case. In the case of non-payment of the balance by the due date, we reserve the right to cancel your booking and cancellation charges will apply. For certain destinations (you will be advised at the time of booking if this is applicable to you), you will be asked to pay for your air tickets early to enable us to secure your flights. If you do not wish to purchase your air ticket at that time, you are free to make your own flight arrangements or to cancel your place with a full refund of any flight payments made. We cannot guarantee the exact cost of any booking with flights until payment has been received and the air tickets have been issued. All monies you pay to a travel agent are held by him on our behalf at all times.

We advise that you book any extensions, extra services or additional accommodation at the time you make your holiday booking. If you wish to book an extension to your trip (or add any additional services to your booking), a separate non-refundable deposit of £100, or the full extension price if less than £100, is payable before the extension booking can be confirmed.

If you are making your own flight arrangements, you must check that your chosen holiday has reached the minimum numbers required and is guaranteed to run. BEFORE paying for your air tickets, check with the KE office or check the trip status on the KE website. We cannot be held liable, in cases where we cancel the tour you have booked, for any losses incurred relating to any flight booking, or any other related costs.

### 2. If You Change Your Booking

An administration fee of up to £50, plus any further costs incurred, will be charged if you wish to make changes to your travel arrangements. Any request for changes must be made in writing from the person who made the booking or your travel agent. You should be aware that costs incurred in changing a booking could increase the closer to the departure date they are made and you should therefore contact us as soon as possible.

### 3. Transferring to Another Holiday

If after your confirmation invoice has been issued, you wish to transfer to another holiday, we will do our utmost to arrange this but it may not always be possible. Any such request must be made in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £100, plus any further costs we incur in making this alteration. You should be aware that costs incurred in transferring a booking could increase the closer to the departure date they are made and you should therefore contact us as soon as possible. You cannot transfer your holiday later than 10 weeks prior to departure. Any request to transfer your booking received within 10 weeks of departure will be treated as a cancellation and subject to the charges shown in section 4 below.

**Note: Certain travel arrangements (e.g. Apex Tickets) cannot be changed after a reservation has been made and any alteration request will incur a 100% cancellation charge.**

### 4. If You Cancel Your Holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be received at our offices. Cancellation charges as shown below will be applicable.

Period before departure within which notice of cancellation received by us	AMOUNT OF CANCELLATION CHARGE
More than 56 days	Deposit plus any air ticket cancellation charges and non-recoverable permit or park fee costs
56-30 days	50% of total trip cost plus any air ticket cancellation charges, and non-recoverable permit or park fee costs
Less than 30 days	100% of total trip cost including air ticket cancellation charges and permit or park fee costs

- It is strongly recommended that full insurance is taken out, which includes cover, under certain circumstances, against the loss of deposit or cancellation charges.
- Note that all park fees (eg Kilimanjaro) and permit fees are non-refundable if cancellations are received after 56 days prior to departure.

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

### 5. Tour leader authority

Signing our booking form signifies your agreement to abide by the authority of the leader, who represents KE Adventure Travel Ltd. The decision of the leader as to the conduct, itinerary and objectives of the tour is final. If, in the opinion of the leader, your behaviour or physical condition is detrimental to the safety, welfare and well-being of the group as a whole (which is the paramount consideration), or if the leader considers your general wellbeing will be put at risk by continuing with the holiday, you may be asked to leave the tour without the right to any refund for unused services.

### 6. Responsibility

Your booking is accepted on the understanding that you realise and accept the risks and hazards potentially involved in adventure holidays and that you are mentally and physically capable of undertaking your chosen trip. You must tell us if you have an existing medical condition or disability that might affect your holiday or other group members' enjoyment of it, before you book your holiday. If, in our reasonable opinion, your chosen holiday is not suitable for your medical condition or disability we reserve the right to refuse your booking. We reserve the right to cancel the contract if medical problems are discovered and, in this eventuality, we will give a full refund but no compensation. You are responsible for bringing with you the proper clothing and equipment, which we advise you about in our printed trip information and pre-departure information pack. If you are unable, or choose not to complete an itinerary outlined for a holiday, KE Adventure Travel is not liable to supply alternative itineraries, excursions, accommodations, services or staff for the period when the client is not present with the group. KE Adventure Travel Ltd is liable for the negligence of its employees and suppliers when they are acting in the scope of their employment or in the provision of the travel arrangements. The company is not liable for any failures that occur in the performance of the travel arrangements which are attributable to the consumer, or attributable to a third party unconnected with the provision of the services and unforeseeable or unavoidable, or are due to unusual and unforeseeable circumstances beyond the control of the company which could not have been avoided even if all due care had been exercised.

### 7. Passports, Visas, and Immigration Requirements

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. In some cases, full and correct passport information is required when a booking is submitted to us in order that we can obtain necessary tickets, permits and visas on your behalf. If you do not supply the appropriate and correct information when you make your booking, we will not be able to make the necessary bookings on your behalf and cannot be held responsible.

### 8. Travel and Cancellation Insurance

To take part in one of our holidays you must be covered by adequate insurance for the complete duration of your trip. Your insurance must include cover for: medical expenses, injury, death, cost of repatriation and evacuation via whatever means necessary including by helicopter/air ambulance. In the event of an emergency medical evacuation from a trip of your client, either by foot, helicopter or otherwise the responsibility for the payment of such costs will lie with the client. Any subsequent costs incurred for expenses such as hotels, food, transport etc shall be borne by the client. It is imperative that the client ensures adequate insurance cover is in place before departure. Companies like Snowcard Insurance and the BMC (British Mountaineering Council) specialise in mountain and adventure travel insurance issue suitable policies for adventure travel holidays. It is your responsibility to ensure that the insurance cover you purchase is adequate for the particular needs of you and your party. We do not check insurance policies. We reserve the right to cancel your booking at any time before departure if we are not satisfied that adequate insurance is in place for you. All baggage and personal effects, including bikes, are at all times at your own risk. We will not be responsible for any loss, damage or destruction of any baggage and property, howsoever incurred. You are advised to check the limitations of your insurance policy in this respect.

### 9. If You Have A Complaint

If you have a problem during your holiday, you must inform your tour leader who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at KE Adventure Travel, 32 Lake Road, Keswick, CA12 5SD, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

It is strongly suggested that you communicate any complaint to your tour leader without delay and complete a report form whilst on the tour. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint during your holiday and this may affect your rights under this contract.

### 10. What Happens To Complaints

It is unlikely that you will have a complaint that cannot be settled amicably between us. However, disputes arising out of, or in connection with, this contract that cannot be amicably settled may (if you wish) be referred to arbitration, under a special Scheme. The arbitration scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on payments alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Full details will be provided on request or can be obtained from [www.abta.com](http://www.abta.com)

### 11. Promotional Images

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

# Booking Form

KE ADVENTURE TRAVEL, 32 LAKE ROAD, KESWICK, CUMBRIA, CA12 5DQ, UK. TEL: +44 (0) 17687 73966

The holidays in this brochure are by nature active and many travel to remote destinations. Before completing and signing this booking form you should fully understand what is involved in your chosen holiday and be confident that you are fit enough to fully participate in all activities described. Please complete this form in CAPITALS for each participant. Please try and complete all sections of the form, but if you do not have your passport details at the time of booking, or you will need to obtain a new passport before you travel (most countries require that your passport is valid for at least 6 months on entry), please ensure that you send us these details at the earliest opportunity. If any information you give us on this form changes, please advise us immediately.

	Title	First Name (EXACTLY as on passport)	Surname	Nationality	Occupation
1					
2					
3					
4					

	Date of Birth	Passport No.	Issue Date	Expiry Date	Place of Issue	Dietary Requirements (eg. vegetarian)
1						
2						
3						
4						

Name for all correspondence:		Emergency contact whilst on holiday:	
Email:		(Contact name)	
Address:		(Relationship to you)	
Post/Zip Code:	Country:	TEL	Home:
TEL. Home:			Work:
Mobile:			Mobile:
If you would prefer ALL correspondence BY POST please tick <input type="checkbox"/>			

**PLEASE DECLARE ANY SPECIAL MEDICAL NEEDS/ALLERGIES/HISTORY OF SERIOUS OPERATIONS FOR ALL PERSONS ABOVE**  
Use a separate sheet if needed

**PLEASE GIVE A BRIEF RESUME OF OUTDOOR EXPERIENCE IN THE LAST 3 YEARS FOR ALL PERSONS ABOVE**  
Use a separate sheet if needed

	Trip Code (Found next to departure date)	Trip Name	Departure date	Extension (if applicable)
1				
2				
<b>LAND ONLY PACKAGE</b> (please tick as appropriate) DO NOT pay for any flights until you have checked with KE that minimum numbers for your trip have been reached and it is 'Guaranteed to Run'.				
<b>FLIGHT INCLUSIVE PACKAGE</b> (please tick as appropriate) Flight prices subject to confirmation.		Please advise preferred regional departure airport		
<b>KE TREK BAG</b> If you have travelled with us before, already have a KE trek bag and would prefer a KE T-shirt or baseball cap, please be sure to tick the appropriate box.		TREK BAG <input type="checkbox"/>	T-SHIRT (size) <input type="checkbox"/>	BASEBALL CAP <input type="checkbox"/>

**Insurance (You must be insured to travel with KE)**  
It is a condition of booking a KE Adventure holiday that you have appropriate mountain sports travel insurance. Specialist insurers, like Snowcard and Travelex issue suitable policies. Please visit keadventure.com for more information.

I WOULD LIKE TO PAY IN STERLING  US DOLLARS  EURO

<b>Trip Deposit</b>	£200/\$400/€250 per person (or full trip cost after checking with KE office, if booking less than 8 weeks prior to departure)	£/\$/€
<b>Extension Deposit</b>	If appropriate, £100/\$200/€125 per person or full extension price if less than £100/\$200/€125	£/\$/€
<b>Total Enclosed</b>	(If paying by cheque please make payable to – KE Adventure Travel)	£/\$/€

Credit & Charge Cards: VISA  MASTERCARD  Debit Cards: SWITCH  VISA DEBIT  SOLO  (Tick as applicable)

Payment by debit card is preferred. A 2% handling charge will be applied to sterling and euro payments made by credit card

Card No.                      Security No. on back of card     Expiry     Issue     Switch Issue No.

PRINT card holder's name: \_\_\_\_\_ Card holder's signature: \_\_\_\_\_

Card holder's address: \_\_\_\_\_

**HOW DID YOU HEAR ABOUT KE?**

DECLARATION: I have read and accept the Booking Conditions and general information on behalf of the persons listed. I/we appreciate the risks inherent in Adventure Travel and confirm I/we do not suffer from any disability or pre-existing medical condition which would prohibit full participation of the tour.	Signature: _____	Date: _____
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