

# booking form 2016-17



To join a Yomads trip, book online at yomads.com, or complete this Booking Form and send it to your nearest Yomads Travel office together with a non-refundable deposit of £150 per person (per trip). On receipt of the form, we will email you a confirmation along with important information covering all aspects of your selected adventure(s). Please check the specific trip page for any additional information regarding deposit amounts or final payment deadlines that can sometimes be specific or unique to your trip.

## PARTICIPANT 1 DETAILS BELOW TO BE PROVIDED AS IT APPEARS IN YOUR PASSPORT

TITLE:  MR  MRS  MISS  MS  DR  OTHER

SURNAME: \_\_\_\_\_

FIRST NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TEL: (MOB) \_\_\_\_\_

TEL: (LAND) \_\_\_\_\_

EMAIL: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

DATE OF BIRTH: (DD/MM/YR) \_\_\_\_ / \_\_\_\_ / \_\_\_\_ HEIGHT (IN CM): \_\_\_\_\_

DO YOU HAVE A PRE-EXISTING MEDICAL CONDITION?  YES  NO

IF YES, PLEASE PROVIDE DETAILS \_\_\_\_\_

DO YOU HAVE SPECIAL DIETARY REQUIREMENTS?  YES  NO

IF YES, PLEASE PROVIDE DETAILS: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

MOBILE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## PARTICIPANT 2 DETAILS BELOW TO BE PROVIDED AS IT APPEARS IN YOUR PASSPORT

TITLE:  MR  MRS  MISS  MS  DR  OTHER

SURNAME: \_\_\_\_\_

FIRST NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TEL: (MOB) \_\_\_\_\_

TEL: (LAND) \_\_\_\_\_

EMAIL: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

DATE OF BIRTH: (DD/MM/YR) \_\_\_\_ / \_\_\_\_ / \_\_\_\_ HEIGHT (IN CM): \_\_\_\_\_

DO YOU HAVE A PRE-EXISTING MEDICAL CONDITION?  YES  NO

IF YES, PLEASE PROVIDE DETAILS \_\_\_\_\_

DO YOU HAVE SPECIAL DIETARY REQUIREMENTS?  YES  NO

IF YES, PLEASE PROVIDE DETAILS: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

MOBILE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## PASSPORT DETAILS - optional, not required at time of booking

NATIONALITY: \_\_\_\_\_

PASSPORT NUMBER: \_\_\_\_\_

DATE OF ISSUE: (DD/MM/YR) \_\_\_\_ / \_\_\_\_ / \_\_\_\_ EXPIRY DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## PASSPORT DETAILS - optional, not required at time of booking

NATIONALITY: \_\_\_\_\_

PASSPORT NUMBER: \_\_\_\_\_

DATE OF ISSUE: (DD/MM/YR) \_\_\_\_ / \_\_\_\_ / \_\_\_\_ EXPIRY DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## TRIPS SELECTED

TRIP NAME: \_\_\_\_\_ DEPARTURE DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ ALTERNATIVE DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

TRIP NAME: \_\_\_\_\_ DEPARTURE DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ ALTERNATIVE DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

DO YOU REQUIRE FLIGHTS?  NO  YES IF YES,  BUSINESS  ECONOMY  OTHER FROM/TO [CITY] \_\_\_\_\_

FREQUENT FLYER NUMBER & AIRLINE: \_\_\_\_\_ SEATING PREFERENCE: \_\_\_\_\_

ROOM PREFERENCE (IF BOOKING FOR TWO): TWIN BEDS:  DOUBLE BEDS:  ADDITIONAL ARRANGEMENTS OR EXTENSIONS IF REQUIRED: \_\_\_\_\_

\_\_\_\_\_

HAVE YOU TRAVELLED WITH US BEFORE?  YES  NO WHERE DID YOU HEAR ABOUT US? \_\_\_\_\_

IN SIGNING THIS BOOKING FORM, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF CONTRACT ACCOMPANYING THIS BOOKING AND THE OBLIGATIONS SET OUT IN THE CONDITIONS, PARTICULARLY THOSE RELATING TO THE RELEASE AND WAIVER OF LIABILITY [CONDITION 21], IF AGED UNDER 18, THIS FORM REQUIRES THE SIGNATURE OF YOUR PARENT OR LEGAL GUARDIAN.

PARTICIPANT 1: SIGNED: \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PARTICIPANT 2: SIGNED: \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## CREDIT CARD DETAILS - PARTICIPANT 1

VISA  MASTERCARD  AMEX  MEASTRO/DEBIT  CHEQUE

CARDHOLDERS NUMBER: \_\_\_\_\_

EXPIRY DATE: \_\_\_\_ / \_\_\_\_ SECURITY NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

CARDHOLDERS NAME: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

## CREDIT CARD DETAILS - PARTICIPANT 2

VISA  MASTERCARD  AMEX  MEASTRO/DEBIT  CHEQUE

CARDHOLDERS NUMBER: \_\_\_\_\_

EXPIRY DATE: \_\_\_\_ / \_\_\_\_ SECURITY NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

CARDHOLDERS NAME: \_\_\_\_\_ AMOUNT: \_\_\_\_\_



# terms & conditions 2016-17



Please read carefully these terms and conditions of contract. These terms are also available online at [www.Yomads.com](http://www.Yomads.com) where a version with larger text is available, please let Yomads Travel know if you require these terms in a different size or format. In completing and submitting the Booking Form, you agree to be bound by these conditions which constitute the agreement between Yomads Travel (a division of World Expeditions Ltd trading as World Expeditions) and you. These conditions apply to the exclusion of any other terms or conditions unless they are set out in the Booking Form or are otherwise agreed to in writing by the parties. Previous dealings between the parties will not vary these conditions. No purported variation of these conditions will be effective unless in writing and signed by a person so authorised by Yomads Travel.

In these terms and conditions reference to "Yomads Travel representatives" means tour leaders and staff of Yomads Travel and its officers, employees, agents, licensees, guides and other third parties and representatives and the land management authorities in each country in which the tour is conducted, or any of them.

## 1. How to Book

1.1. Booking is effected when Yomads Travel accepts from you a completed booking form and payment of a £150 per person per trip deposit that is non-refundable. Yomads Travel suggest you take out travel insurance at time of booking. Further information in relation to your trip is provided in the trip notes, which are provided for each trip, on our website at [www.Yomads.com](http://www.Yomads.com) and by submitting your booking form and paying your deposit you are deemed to have read and understood the relevant trip notes. Please let Yomads Travel know if you have any queries in relation to these trip notes.

1.2. Some trips require a higher non-refundable deposit to be paid and this is detailed in the individual trip notes and will be made clear at the time of booking.

1.3. The balance of the full tour price is payable to Yomads Travel 40 days prior to departure, or 60 days prior to departure for all Cuba, Indonesia and Romania tours.

1.4. If payment of the balance of the tour price is not received by Yomads Travel by the required time you will be taken as having cancelled the tour and cancellation charges in accordance with Condition 5 will apply.

1.5. Payment of the balance or the full tour price may be made by cheque, cash, Switch or Debit Card without surcharge.

1.6. If payment of the balance or the full tour price is made by credit card, Yomads Travel will charge you a 2% surcharge, or 2.6% for non UK based cards.

1.7. If a booking is made after the balance of the full tour price is payable, the booking is effected when Yomads Travel accepts from you a completed booking form and payment of the full tour price.

1.8. If an airline requires payment of the full airfare plus taxes more than 70 days (as applicable) before departure, Yomads Travel will notify you and require payment.

## 2. Switching to another tour

2.1. Subject to Condition 2.2, if you wish to switch from one tour to another:

2.1.1. you must notify Yomads Travel in writing;

2.1.2. you may only switch from one tour to another tour which commences within 12 months of your original departure date;

2.1.3. a £50 administration fee shall be payable to Yomads Travel in respect of all switches;

2.1.4. any additional costs which arise out of or in connection with the switch shall be payable by you.

2.1.5. the following charges shall apply depending upon when you provide notice of your proposed switch of tour;

a. if your notice at Condition 2.1.1 is received within 60 days prior to your original departure date and more than 36 days prior to your original departure date, 50% of your original tour price shall be forfeited; or

b. if your notice at Condition 2.1.1 is received within 35 days of your original departure date, 100% of your original tour price shall be forfeited.

2.2. Any requested change from one tour to another is subject to availability and the agreement in writing of Yomads Travel.

## 3. Transfer of your tour to another person

3.1. Where you are prevented from proceeding with your tour (for example if you are required to undertake jury service, or as the result of the illness or death of a close relative), you may transfer it to another person provided:

3.1.1. you give reasonable notice to Yomads Travel;

3.1.2. in Yomads Travel reasonable opinion, the person to whom you wish to transfer the tour satisfies all the conditions applicable to the tour, including that the person meets all the medical and fitness requirements of the trip and not receiving confirmation from its service providers that the transfer is acceptable; and

3.1.3. the payment of an administration fee of £50 per person is made to Yomads Travel;

3.1.4. the payment of any additional costs arising out of or in connection with such a transfer are paid to Yomads Travel. You should note that it is often not possible to change airline tickets from one person to another and that such tickets may be completely non transferable and often non-refundable.

3.2. You acknowledge that both you and the person to whom the tour is transferred shall be jointly and severally liable to Yomads Travel for the price of the tour, the administration fee and any additional costs arising out of or in connection with the transfer.

## 4. Amendments

4.1. If you wish to make amendments to your tour arrangements, you must notify Yomads Travel in writing as soon as possible.

4.2. Each amendment to your tour arrangements will incur a £50 administration fee and you will be liable for any increase in any additional expenses arising out of or in connection with such amendments. All such fees must be paid before departure.

4.3. Any requested amendment to tour arrangements is subject to availability and the agreement in writing of Yomads Travel.

## 5. Cancellations by you

5.1. If it becomes necessary for you to cancel your tour, you shall notify us immediately in writing. Upon receipt and acknowledgement by us of your written advice, cancellation will take effect.

5.2. For all tours, the following conditions apply:

5.2.1. if cancellation takes place more than 40 days (or 60 days for tours in Cuba, Indonesia or Romania) prior to departure, the deposit and any travel insurance premium will be forfeited;

5.2.2. if cancellation takes place less than 40 days (or 60 days for tours in Cuba, Indonesia or Romania) and more than 36 days prior to departure, 50% of the cost of the tour and the whole of any travel insurance premium will be forfeited; or

5.2.3. if cancellation takes place 35 days or less prior to departure, 100% of the cost of the tour and the whole of any insurance premium will be forfeited.

5.3. In these booking conditions "the cost of the tour" includes the cost of any extras booked for that tour. The tour price is quoted as a package. No partial refunds or credit will be given for services not used. Any amount forfeited, which has not then been paid to Yomads Travel, may be recovered from you by Yomads Travel as a debt due and payable. Travel insurance should be instigated at the time of booking.

## 6. Health & Fitness Requirements

You must be in good health and physical condition and are strongly advised to follow our fitness training recommendations listed under the Sweat Level on the Yomads Travel website. For all of our tours you will be required to submit a medical questionnaire completed by you or your doctor as proof that you are fit enough to participate in the tour. If you have booked a tour graded Easy, Moderate or Hardcore the only time that a medical questionnaire will be required by your doctor is where you have a pre-existing medical condition or are unsure about your physical or medical fitness for a specific trip requiring a medical opinion. Otherwise, you should complete the form yourself and return it to your nearest Yomads Travel office. If you suffer from severe muscular, chest heart or bronchial disorders, or if you are a severe asthmatic, or have high blood pressure, you are strongly advised against participating. Tours take place in remote areas where there is little or no access to normal medical services or hospital facilities for serious problems. Evacuation, where necessary, can be prolonged, difficult and expensive. Medical and evacuation expenses will be your responsibility. Yomads Travel reserves the right in its absolute discretion to refuse a participant the right to participate in a tour on medical or fitness grounds.

## 7. Medical Disclosure

7.1. You declare and warrant that:

7.1.1. you are in good health mentally and physically at the time of booking this tour;

7.1.2. you have disclosed to Yomads Travel every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably be expected to know, that is relevant to Yomads Travel decision to permit you to go on the adventure tour;

7.1.3. immediately upon any adverse change in your health or fitness that may be likely to affect Yomads Travel decision to permit you to go on the adventure tour, you will notify Yomads Travel in writing of any such adverse change.

7.2. Yomads Travel are permitted to disclose medical information to our consultant doctor and he/she may exclude you from a tour if deemed necessary. You acknowledge that the obligation to disclose under this Condition 7 continues from the time of booking the tour through to departure and extends for the duration of the tour.

7.3. If you fail to comply with the duty of disclosure in this Condition 7 and if Yomads Travel would not have permitted you to undertake the tour, or continue participation of the tour, had you made full disclosure under this Condition 7, Yomads Travel will not be liable for personal injury, death or property damage or loss incurred by you. However nothing in this Condition 7 shall exclude or limit our liability for fraud, or for death or personal injury which arises as a result of our negligence.

## 8. Tour leaders and behaviour

8.1. For the purposes of this Condition "tour leader" includes both the nominated tour leader and any other nominated person given at any time the task of leading or supervising any aspect of the tour.

8.2. Yomads Travel tour leaders take their responsibilities seriously and if for any reason a tour leader believes, in his or her absolute discretion, that you should not participate in the tour, before your departure, even if you pass your medical, the tour leader may exclude you from the tour. In this event, but subject to Condition 5, you will be offered the option of taking another tour considered suitable for you or a full refund. If for any reason during a tour the nominated tour leader considers you should not participate further due to you committing an illegal act, or in the opinion of the nominated tour leader, your behaviour is causing or is likely to cause danger, distress or annoyance to others, or your fitness or health is inadequate, the tour leader may direct you not to continue and you must follow the tour leader's instructions. In this case you will not be entitled to any refund. Travel insurance may compensate you depending on the circumstances.

8.3. Yomads Travel reserves the right to change, at any time, the tour leader of any tour. If this happens, Yomads Travel will try to ensure that the alternative tour leader has expertise commensurate with that of the tour leader. Any such change by Yomads Travel will not give rise to any right on your part to cancel the tour or claim any expenses, loss or damage which you may suffer.

## 9. Cancellation due to Tour Booking Numbers

9.1. Yomads Travel reserves the right to cancel (or to nominate a small group surcharge) any tour prior to departure in the event that there are too few people booked on a tour. In such circumstances you will be given a full refund of the tour price paid by you. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including visa, passport costs, vaccination charges, gear purchases, airfares, airport and airline taxes).

9.2. The operational status of your tour will be advised 40 days prior to the start date of your tour (or 60 days for tours in Cuba, Indonesia or Romania). We advise against paying for your international flights until your trip has been confirmed as going ahead.

## 10. Changes, postponement, cancellation or delays by Yomads Travel

10.1. Subject to Condition 11, Yomads Travel reserves the right to:

10.1.1. change the date of departure or conclusion of the tour;

10.1.2. modify any aspect of the tour;

10.1.3. cancel or modify any routes within the tour or objectives set out in the itinerary; or

10.1.4. substitute different or equivalent routes within the tour in place of cancelled or modified routes, or postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the tour) any such aspect of the tour if, in the absolute discretion of Yomads Travel, it is necessary to do so due to government travel warning or advice, or any change in such warning or advice, inclement weather, snow or icy conditions or conditions that are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether political or military or terrorist or otherwise or in the case of any real or perceived health risk (including SARS or bird flu), or if, in the absolute discretion of Yomads Travel, there is a likelihood of any such event occurring which may impact upon the safety of the participants, or if an act or omission of a third party prevents the tour or the aspect of the tour being undertaken in accordance with your booking or for any other reason considered necessary by Yomads Travel.

## 11. Significant alterations to essential terms

11.1. Most of these changes will be minor, and where changes are minor and in such cases you may seek to switch, transfer or cancel your tour in accordance with Conditions 2, 3 and 5 respectively.

11.2. If there is a significant alteration to an essential term (and this depends upon the nature of the tour and must take into account that adventure holidays require participants to be flexible) then Yomads Travel shall advise you as soon as possible.

11.3. If there is a significant alteration to an essential term (or if the tour is cancelled by Yomads Travel) you may either:

11.3.1. accept the changes to the tour and proceed with the tour (provided it has not been cancelled);

11.3.2. if Yomads Travel is able to offer such an option, accept a replacement tour of equivalent or higher price and/or standard;

11.3.3. if Yomads Travel is able to offer such an option, accept a replacement tour of a lower price and/or standard, in which case Yomads Travel shall refund you the difference in price if Yomads Travel is able to recover such monies; or

11.3.4. Yomads Travel shall refund you all monies paid under the contract.

11.4. Other than as set out in this Condition 11, you will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such change, modification, cancellation, postponement or delay (including visa costs, passport costs, vaccination charges, equipment purchases, airfares, airport and airline taxes).

## 12. Itineraries and brochures

12.1. Itineraries and other details, including minimum operating numbers, are published in good faith as statements of intention only and reasonable changes in the itinerary and related items may be made where deemed necessary or advisable by Yomads Travel.

12.2. The information contained in Yomads Travel brochures, itineraries, and website is, to the best of Yomads Travel belief, correct at the date of publishing.

## 13. Insurance

13.1. It is a condition of booking a tour with Yomads Travel that before you travel with Yomads Travel, you must either:

13.1.1. take out a policy under the travel insurance scheme offered by Yomads Travel; or

13.1.2. take out a policy of travel insurance which is acceptable to Yomads Travel.

13.2. To be acceptable to Yomads Travel, a policy of travel insurance must:

13.2.1. be valid for the entire duration of the tour; and

13.2.2. cover you for illness, injury, death, loss of baggage and personal items, cancellation, curtailment, emergency rescue and repatriation.

13.3. You agree that it is your responsibility to check the adequacy and validity of any insurance policy effected by or on your behalf and you must provide evidence to Yomads Travel that you have obtained personal travel insurance.

13.4. You agree it is your responsibility to have cover for any pre-existing medical conditions if applicable and should you not be able to get cover for a certain condition, then you agree to cover any costs associated with repatriation or emergency health care whilst on a Yomads Travel tour.

13.5. Personal travel insurance is not included in the tour price.

## 14. Passports, visa or vaccinations required for travel

14.1. Your passport must be valid for at least 6 months after the date of your return.

14.2. It is your responsibility to obtain a passport, proper identification or proof of citizenship as required by the authorities of the destination to which you are travelling. You will not be entitled to a refund if you are denied boarding or entry on any basis, including improper documentation or failure to provide information.

14.3. It is entirely your responsibility to obtain the relevant medical advice and vaccinations and make all other necessary preliminary arrangements including compliance with visa requirements, and we accept no responsibility whatsoever in the event that these matters are not dealt with prior to departure.

14.4. 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.

## 15. Airlines and other transport providers

15.1. Any flights or other transport forming part of the tour arrangements are subject to the terms and conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's liability to passengers in accordance with applicable international law and conventions.

15.2. The liability of Yomads Travel, any airline or other transport provider is limited so far as possible by the following conventions: Warsaw Convention 1929, as amended by the Hague Protocol and Montreal Protocol in relation to air travel; or Montreal Convention 1999; the Berne Convention for rail travel 1980; Athens Convention 1974 for carriage by sea; and the Geneva Convention for carriage by road 1978.

## 16. Tour price revisions

16.1. The price of the tour may be revised upwards or downwards to reflect changes to:

16.1.1. transportation costs (including fuel costs);

16.1.2. dues, taxes and fees and for services such as landing taxes or embarkation or disembarkation fees; and

16.1.3. the exchange rate applied to particular tours.

16.2. Yomads Travel will absorb the first 2% of any price increases to your tour.

16.3. The most current prices will be listed at [www.Yomads.com](http://www.Yomads.com) so you will be deemed to have visited and to have agreed to these prices before booking.

16.4. Yomads Travel reserves the right to modify tour prices up to 30 days prior to the departure date.

16.5. Any increase in tour prices must be paid in line with Condition 1.3.

17. **Exclusion from tour price** The items not included in the tour price include personal travel insurance; visa, passport and vaccination charges; departure, airport and airline taxes; meals, transport costs, accommodation costs, or other expenses not included in the itinerary; laundry, personal clothing; medical expenses; beverages and items of a personal nature; emergency evacuation and/or emergency search charges; additional expenses caused by delay, accidents or disruption of planned itineraries; tips; excess

baggage charges. Refer to our tour notes for full details of inclusions and exclusions.

18. **Force majeure** If Yomads Travel is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of act of God, adverse weather conditions, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside Yomads Travel reasonable control, Yomads Travel will be under no liability whatsoever to you and may, at its option, by written notice to you either cancel the tour or take any other action as specified in Condition 11.

## 19. Assumption of risk

19.1. You acknowledge and agree that:

19.1.1. by the very nature of adventure travel and trekking holidays, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays;

19.1.2. the additional dangers and risks associated with adventure travel may include difficult and dangerous terrain; high altitude; extremes of weather, including sudden and unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury;

19.1.3. the enjoyment and excitement of adventure travel is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason why you wish to undertake the adventure tour;

19.1.4. the very nature of the adventure travel undertaken by you may require considerable flexibility on your part, necessitating alternative arrangements to be made to the itinerary at short notice; and

19.1.5. you have submitted your booking for the tour after giving due consideration to relevant travel information including any information or advice issued by the British Foreign Office and that it is your responsibility to acquaint yourself with that information or advice.

For the above reasons you are accepting risk of the inherent and increased dangers and risks associated with the proposed tour and the accompanying risk of injury, death or property damage or loss.

## 20. Limitation of liability

20.1. Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities.

20.2. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected in the UK. The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply.

20.3. You understand that we will not be liable where any failure in the performance of the contract is due to:

20.3.1. you;

20.3.2. a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable;

20.3.3. 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

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

20.4. Our liability, except in cases involving death, injury or illness arising from our negligence, shall be limited to a maximum of three times the cost of your travel arrangements.

20.5. You acknowledge and agree that:

20.5.1. Yomads Travel will not be liable for any breach of any law by any person with whom you travel on the tour; and

20.5.2. you may not rely on any representations concerning the tour made by Yomads Travel which are not contained in these conditions.

21. **Release and discharge from all claims** To the extent permitted by law, by accepting the additional inherent dangers and risks associated with the tour, you release, waive and discharge all Yomads Travel representatives from all claims, actions or losses for personal injury or death, property damage, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the tour or any activities conducted in conjunction with the tour unless caused by the reckless conduct of Yomads Travel representatives, or in connection with any optional activities which you may undertake during the course of your tour but which do not comprise part of your tour itinerary and you accept that any assistance given to you by Yomads Travel representatives in arranging such optional activities will not render the Yomads Travel representatives liable to you in any way.

## 22. General

22.1. Waiver: A party will not be deemed to have waived any of its rights or remedies under these conditions or at law by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by the other party.

22.2. Severance of conditions: If any part of any condition is illegal, unenforceable or invalid, it is to be treated as removed from these conditions, however, the remainder of these conditions are not altered.

22.3. Land only clients: In respect of land-only clients (meaning those people not starting with the group from the UK), our responsibility does not commence until you have met our representative at the appointed time at the designated meeting point. If you fail to arrive there at the appointed time, we shall not be responsible for any additional expenses incurred by you in order to meet up with the group. Land only clients are not covered under our ATOL licence.

22.4. Privacy: You permit Yomads Travel to collect personal information from you, or from your medical practitioner, regarding your health and medical condition. You acknowledge that this personal information may be disclosed to Yomads Travel representatives in order to ensure your safety and well being but will not be used by them for any other purpose.

22.5. Arbitration: Any complaint arising out of your tour must be brought to the attention of the local Yomads Travel agent or representative. Your complaint should be made in writing within 24 hours of the cause of the complaint and signed by the Yomads Travel agent or representative confirming that it was brought to his or her attention. If your complaint is not satisfactorily resolved and you wish to pursue the matter on return from your tour, you must submit your written complaint to us within 14 days of your return. Yomads Travel will not be liable in relation to any complaint or problem if you fail to notify the Yomads Travel agent or representative during the tour or Yomads Travel upon your return, strictly in accordance with this Condition 22.5. If a resolution of your complaint cannot be achieved, you may refer the dispute to arbitration under a special scheme which provides for a simple and inexpensive method of dispute resolution administered by the Chartered Institute of Arbitrators. This scheme is not applicable to claims for amounts greater than £1,500 per person or £7,500 per booking form, nor to claims involving personal injury or illness. The rules of the scheme provide that the application for arbitration must be brought within 9 months after the date of the return of your tour but in special circumstances may be brought outside this period.

22.6. Your financial protection: Any holiday in the Yomads Travel brochure sold with international flights are ATOL protected, since Yomads Travel holds an Air Travel Organiser's Licence under World Expeditions Limited granted by the Civil Aviation Authority. World Expeditions ATOL number is ATOL 4491. Any holiday sold with international flights from the UK are ATOL protected, since WE holds an Air Travel Organiser's Licence (No; ATOL 4491) granted by the Civil Aviation Authority. When you buy an ATOL protected flight or flight including 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 will provide you with the services listed on the ATOL Certificate (or a 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 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 claims 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. The Yomads Travel Client Trust Account covers tours booked as "land only" arrangements.

22.7. Law and Jurisdiction: Subject to Condition 22.5, these conditions (including all matters arising from them) are subject to English law and the exclusive jurisdiction of English courts.