

Dreamtreks Photography - Terms and Conditions

Booking Conditions - Please read carefully

Dreamtreks Ltd ('the Company', "we", "us" and "our") accepts bookings subject to the following conditions. Except where expressly stated, these conditions only apply to tour arrangements booked by the client with the Company and which the Company agrees to make, provide or perform (as applicable) as part of their contract with the client. All references in these conditions to "tour", "booking", "contract" or "arrangements" mean such tour arrangements unless otherwise stated.

Please note, the information appearing in our 'FAQ', Trip dossier, Itinerary and any other relevant information on our website also form part of your contract with the Company.

The Company

All bookings are made with Dreamtreks Ltd ('we', 'us' and 'our') whose registered office is 18 Heath Ridge, Long Ashton, Bristol BS41 9EW United Kingdom. Dreamtreks Ltd is a company registered in England and Wales. Dreamtreks Ltd are the venture provider and shall be accountable for all elements of the venture, in line with the below conditions of booking.

Your Contract

The contract is between the Company and the client ("the client" and "you" in these conditions), being any person travelling or intending to travel on a tour operated by the Company including any person who is added or substituted after booking.

The terms and conditions of all agreements made with the Company shall be subject to, and governed by, English Law and the courts of England and Wales alone. Any disputes or claims are to be decided by the English courts, and subject to English Law alone.

All references in these conditions to "tour", "trip", "venture", "booking", "contract" or "arrangements" covers any programme, event, course, trek, walk or expedition sold unless otherwise stated. Please note, the 'how to book' section, trip dossier, itinerary and any other relevant information on our website also form part of your contract with the Company. No promise of a discount or refund will be binding on us unless confirmed by us in writing.

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How to Book

Firstly contact us by email or phone to confirm that you wish to join us on your chosen trip. We will then forward you a Booking Form and will require a non-refundable deposit to hold your place. Once minimum numbers have been reached and the trip has been confirmed to run we will ask you for a further 40% to fully secure your place. We will then forward you a Welcome Pack with a detailed itinerary, kit list and other important information. At this point you will be able to book your International flights, visa and travel insurance and this would be a good time to check that your passport expiry date will be valid for the trip. The balance of payment will be required no later than 90 days prior to departure. Full payment will be required if booking within 90 days of the start of your tour or at an earlier stage for some tours. Please refer to our Terms and Conditions of booking for our cancellation policy.

A higher deposit will be payable if any supplier(s) requires additional payment at the time of booking / prior to balance due date. On occasions, full payment for a service such as internal flights or other services may be required at the time of booking. The applicable deposit will be confirmed at the time of booking.

A booking is accepted and becomes definite only from the date when the Company issues a confirmation invoice to the client who makes the booking. It is at this point that a contract between the Company and the client comes into existence of your booking. Before your booking is confirmed and a contract comes into force, the Company reserves the right to increase or decrease holiday prices. The Company reserve the right to decline any booking at their discretion.

If you book we will communicate with you by e-mail. You must accordingly check your e-mails on a regular basis. We may also contact you by telephone and/or post if we cannot, for whatever reason, contact you by e-mail. Certain documents may need to be sent by post. References in these conditions to "send" and "in writing" or similar include communication by e-mail. You should contact us by e-mail if you need to do so for any of the reasons mentioned in these booking conditions (for example, to request an amendment). All e-mails should be sent to info@dreamtreksphotography.co.uk.

All clients (including anyone who is added or substituted at a later date), whether booking in person, by telephone, via our website, by e-mail or by any other means, will be deemed to have agreed to the following conditions: a) they have read and accepted our booking conditions and general information pages contained in our printed materials and/or on our website. b) they appreciate and accept the risks involved in adventure travel. A Risk Assessment for each itinerary is available on request. c) they do not suffer from any pre-existing medical condition or disability which may prevent them from actively participating in the tour – if any person suffers from any medical condition or disability which will or may affect their tour

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arrangements, please contact us before making your booking so that we can advise. d) the person making the booking warrants that he/she is at least 18 years old and has full authority to enter into a contract on the basis of these conditions on behalf of all persons named on the booking and confirms that all such persons are fully aware of and accept these conditions."

Pricing

The prices quoted on our website represent the most current prices, are per person and are subject to minimum numbers (as described in the 'How to Book' section). Where minimum numbers are not met by the payment date, a small group surcharge will be offered to ensure the trip operates. Refer to the trip information for all tour inclusions and exclusions. Once you have paid a deposit for your trip any subsequent discounts or price reductions that are advertised may not be retrospectively applied.

Payment

The balance of all monies due, including any surcharges applicable at that time, must be received by the Company or their authorised travel agent not later than 90 days before the start of your tour. 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, the Company reserves the right to treat your booking as cancelled and cancellation charges will apply.

You can pay the deposit and full amount by bank transfer, credit or debit card. See booking page for accepted cards. We do not charge fees for payments by credit or debit cards if using a personal card. If making a payment on a corporate/business credit card a small fee will apply based on the card issuer's charges to us.

Making Changes to Your Booking

Amendments and tour transfers

Any costs or charges incurred by us or incurred or imposed by any of our suppliers will be charged if a confirmed booking is changed or transferred to a different departure date or tour, up to 90 days prior to departure. Thereafter all changes will be treated as cancellations and subject to the charges below. Changes are subject to availability. Please note that some tours require bookings of permits/internal flights etc. to be made well in advance so will not be suitable to transfer to on short notice

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Transfers to another suitable person

If a client is unable to travel the booking or that client's place on the booking may be transferred to another suitable person (introduced by you), as long as that individual matches or exceeds the requirements of the trip in terms of previous experience/fitness and has completed all appropriate paperwork. The tour arrangements must remain the same as originally booked. If a transfer can be made, any costs in relation to the transfer incurred by us, or incurred or imposed by any of our suppliers will be charged, after your balance due date it may not be possible to transfer a client's place to another suitable person. For flight inclusive bookings (we only arrange internal flights on some itineraries), you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight / an alternative flight.

Limits to transfers

You may transfer your booking more than once, as long as you pay the transfer fee on each separate occasion, and pay any costs incurred by the Company in respect of each booking held. The final trip to which your original deposit is transferred must start within 12 months of the start date of the trip originally booked. Failure to travel within this time will be taken as a cancellation of the original booking, regardless of the payment of any transfer fees or costs in the intervening period. Under such circumstances, the deposit and any money paid to affect a transfer, or transfers, will be forfeited.

If you cancel your booking

Should the client wish to cancel, cancellation charges will be imposed. These are calculated from the day written or verbal notification is received by the Company as a percentage of the total tour price per person cancelling, excluding any amendment charges and insurance premiums. The cancellation charges shown below are those which will apply to most tours. However, some suppliers have conditions which require the payment of higher or different charges (including the imposition of 100% cancellation charges well in advance of the normal balance due date) which you will have to pay in the event of cancellation. You will be advised at the time of booking if this is the case for your tour.

- a) 90 and more days before tour start date – Loss of deposit unless booking (and deposit) is transferred to a new booking for a different trip
- b) 45-89 days before tour start date – 50% of balance or retention of deposit if higher
- c) 45-0 days before tour start date – 100%

Amendment charges and insurance premiums are not refundable in the event of cancellation. It is strongly recommended that comprehensive travel insurance is taken out which includes cover against cancellation charges. Depending on the reason for the

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cancellation, you may be able to reclaim the cancellation charges (less any applicable excess) under the terms of the insurance policy. All claims must be made direct to the insurance company. In the event of the cancellation of a booking where the client is liable to pay to the Company cancellation charges in excess of the amount already paid to the Company at the time of cancellation, the client cannot transfer or add these charges to another booking or use any amounts paid to us in relation to the cancelled booking by way of part payment for another booking.

If we have to change or cancel your booking

Tour minimum numbers not reached

The Company reserves the right to cancel any tour, course or extension which does not have sufficient people taking part to make it financially viable. The Company will endeavour to ensure that a trip runs if at all possible. If your booking is likely to be cancelled under such circumstances, the Company undertakes to inform you as soon as possible; this may occur after the balance due date but will not occur less than 40 days before the Departure Date.

Anyone booked onto a trip which is cancelled by the Company in such circumstances will be entitled to a full refund or entitled to transfer to another trip and no transfer fee will be payable. Should you transfer to another trip any difference in price will be invoiced or credited accordingly. No other compensation for any injury, loss, expenses or damage or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport and vaccination charges, gear purchases or non refundable flights and taxes) will be allowable. As such we strongly recommend that you do not make non-refundable travel arrangements (e.g. flights) before your trip is confirmed by us in writing.

Changes to a planned Tour itinerary

While the Company will do its best to operate all tours as advertised, it reserves the right to change and correct errors in any of the facilities, services, prices or itineraries described on the website or any of the travel documentation at any time before or after your booking is confirmed. Most changes are minor. Occasionally, we have to make a significant change. If a significant change has to be made, the Company will inform the client as soon as reasonably possible, if there is time before departure.

Whether a change is 'significant' depends on the nature of the tour and may include: a change in accommodation to that of a lower category. When a significant change occurs, you will have the choice of either:

- (a) accepting the change (including any changes to tour costs to be met by the client); or
- (b) transferring to a similar tour or date with no transfer fees payable, subject to availability; or
- (c) cancelling your tour, in which case you shall receive a full refund of all monies paid.

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Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. Such circumstances are likely to include those listed below as "Force Majeure". No compensation will be payable and the above options will not be available where a change is a minor one. We regret we cannot meet any visa, vaccination or similar costs in the event of any change or cancellation by us. Similarly, as you are advised only to book fully flexible connecting transport and other arrangements (such as pre or post tour accommodation) which can be cancelled or changed without charge, we cannot pay any cancellation, amendment or other charges you may incur in relation to any arrangements which you have to change or cancel as a result of any change to your tour.

Route changes, Postponement, Cancellation or Delay & Force Majeure

A Tour may be cancelled or changed as a result of an event of Force Majeure, which are events which are unforeseeable and beyond the Company's control including but not limited to war, riot, industrial dispute, strike, terrorist activity, natural or nuclear disaster, fire, sickness, epidemics or health risks, closed or congested airports, ports or stations, changes imposed by re-scheduling or cancellation of transport, adverse weather conditions (whether actual or threatened) avalanche, storm, flood, typhoon, hurricane, fog or technical failure or unavoidable problems with any form of transport or facility or other untoward occurrences.

Except where otherwise expressly stated in these conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any injury, damage, loss or expense of any nature as a result of "force majeure". In these conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include whether actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, disease, fire and all similar events outside our control.

Government travel advice

The Company regularly reviews travel advice from the United Kingdom Foreign & Commonwealth Office (the 'FCO') and will not knowingly operate trips in contravention of such advice. In the event of civil unrest in a particular region, the Company undertakes to inform clients of the situation as soon as it has knowledge of it.

If the FCO does not issue unambiguous advice against travel, a disinclination to travel on the basis of a perceived threat or

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hazard, howsoever formed, will be interpreted as a cancellation and the cancellation charges set out in these booking conditions will apply. This does not affect your right to transfer between trips under the terms of these booking conditions.

Non-UK Nationals should consult their own government for advice on travel to the destination country and all countries transited en route. The Company will not be bound by the advice of such foreign governments, nor will any of these booking conditions be waived, save where such advice coincides with the advice of the FCO.

The Company reserves, in its absolute discretion, the right to cancel any tour due to any government travel warning or advice, or any change in such warning or advice. In this event, the cancellation charges set out in these booking conditions will apply. Travel insurance may compensate you depending on the circumstances.

Travel Insurance

Personal travel insurance is not included in the tour price and is mandatory for all clients whilst on a tour outside of the UK organised by the Company. Clients together with their personal property including baggage are at all times solely at their own risk. Clients are wholly responsible for arranging their own personal travel insurance with protection for the full duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with adequate and appropriate cover. Clients should ensure that there are no exclusion clauses limiting or excluding protection for the type of activities included in their tour.

Passports, visas, vaccinations & other travel documents

Clients are responsible for arranging, and must be in possession of, a valid, acceptable passport and any visas and vaccination certificates required for the whole of their journey and tour. You will not be entitled to a refund if you are denied boarding or entry on any basis, including without limitation, improper documentation (i.e. visas) or failure to provide information. It is a requirement of many countries that your passport is valid for six months beyond the date of your return home to your home country and it is your responsibility to check you have such validity. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

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Tour participation and client responsibilities

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen trip as described. Please refer to the experience and fitness pre-requisites detailed in the trip information.

By booking onto one of our tours you acknowledge that this is an active holiday which may test your physical ability and may consist of strenuous and demanding activities. You are therefore responsible for ensuring you are aware of the nature of the associated activities and physical requirements before you book. By confirming your booking you acknowledge that you have the appropriate levels of ability, fitness and good health to safely participate in the tour.

By confirming your booking you accept that the Company's employees, tour leaders, fixers, agents and guides have the authority to prevent you from participating in any part of a tour should they have concerns about (a) your ability to safely partake in an activity or (b) your physical ability to complete an activity in the required timescale. In the event the leader deems such a decision is necessary, we will reasonably endeavour to make alternative arrangements, but we will not be liable to provide any refunds for missed activities and you may be liable for additional costs incurred.

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. You must also promptly advise us if any medical condition or disability which may affect your active participation in your tour or the tour arrangements of any other person develops after your booking has been confirmed.

Clients must provide any information we ask for in good time and clients are responsible for providing accurate information to the Company. The Company will not accept responsibility for any problems or additional costs occurred due to inaccurate information provided by the Client.

In the case of ill health, the Company may make such arrangements as it sees fit and recover the costs thereof from the client.

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid

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where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

If a client commits an illegal act (including, for example, causing any damage) the client may be excluded from the tour and the Company shall cease to have responsibility to/for them as above. No refund will be given for any unused services.

Any clients who have taken part in racist / offensive / abusive or any other form of discriminatory behaviour to clients, guides, or any other people associated with the company will be excluded from the tour and will receive a zero refund for any missed services or accommodation.

Our responsibilities and liabilities

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. 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 suppliers of the services and facilities included in your holiday should comply with local standards where they are provided.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of the total cost of your travel arrangements booked with us. 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.

We shall have no liability where the cause of the failure to provide, or failure in, your holiday 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 attributable to someone unconnected with your holiday 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.

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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.

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.

We may operate trips in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those you normally expect. 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. The whole philosophy of this type of travel is one that allows alternatives and a substantial degree of on-trip flexibility. The outline itineraries given for each holiday must therefore be taken as an indication of what each group should accomplish, and not as a contractual obligation on our part. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances.

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Flights (Internal flight bookings only made by the Company)

All internally flights booked by the Company (where applicable) for you will be subject to the conditions of the carrying airline which, in most cases, limit the airline's liability to the passenger in accordance with international law and conventions. The Company accepts no liability for the consequences of delays, cancellations, change of routing, change of departure or arrival airport or for any other changes to your flight schedule, whatever they may be or howsoever caused (though you may be entitled to make a claim against the airline in question).

The Company may request from you a payment for your internal flight, if the airline concerned, or its agent, demands any such payment from the Company in order to reserve or confirm a seat and this is made before you have paid the final balance for your trip. Such a payment will be in addition to any deposit or interim payments as set out in these booking conditions. Such payments for flights will be subject to the terms and cancellation conditions of the airline concerned, and may be non-refundable.

Optional Excursions and Activities

We and our tour leaders and fixers may provide you with information (before departure and/or when you are on holiday) about optional activities and excursions which do not form part of your pre-booked holiday arrangements and which are available in the area you are visiting. We have no involvement in any such activities or excursions which are not run, supervised or controlled in any way by us. They are provided by local operators or other providers who are entirely independent of us and they may or may not have their own public liability insurance. They do not form any part of your contract with us even where we suggest particular operators / providers and / or assist you in booking such activities or excursions in any way. Where a tour leader collects payment for or otherwise assists in booking any such activity or excursion for you, we and the tour leader act solely as booking agent for the local operator / provider of the activity or excursion with whom you will have a contract. The local operator / provider's terms and conditions will apply. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability of our booking conditions will not apply to them. We do not, however, exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We do not guarantee that any optional activity or excursion mentioned in our brochure, on our website or elsewhere will be available to book during your holiday and / or will operate as advertised as these services do not form part of our contract and are not under our control. They may not be available for various reasons. Any prices given in advance are indicative only. We will not be liable if you cannot, for whatever reason, book any such activity or excursion or if the activity or excursion does not operate as advertised.

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Late Bookings

We emphasise the importance of making a booking at the earliest opportunity, because of the small group nature of our tours. For bookings received within 60 days of the start of your tour (or at an earlier stage for certain tours), we reserve the right to pass on any extra costs incurred. For bookings received within 60 days of your tour (or at an earlier stage for certain tours), the contract between the Company and the client comes into existence as soon as full payment has been received by the Company. Late bookings are required to wait until they get written confirmation of the tour being available before booking flights and other additional costs that the client may wish to pay for in order to partake in the tour in case there is an error on our website. There will be no compensation paid for any flights or additional extras paid if booked on a tour which is unavailable if booked before receiving written confirmation from the company.

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 are covered by our Financial Failure Insurance Policy to provide customers with this protection. In the unlikely event of our financial insolvency your funds will be protected.

If you have a complaint

Should the client have a complaint about any of their tour arrangements, the client must tell both the relevant supplier and the Company's representative at the time. It is only if the Company and the relevant supplier know about problems that there will be the opportunity to put things right. Failure to complain on the spot may result in the client's ability to claim compensation, if applicable, from the Company being extinguished or at least reduced, as you will have failed to have minimised your losses. If the client's complaint cannot be resolved on tour they should notify the Company in writing within 28 days of their return from tour.

Itinerary Accuracy

Itineraries and other details 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 The Company. The information contained on the website, trip notes and pre-departure information is to the best of The Company's belief, correct at the date of publishing.

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Data Protection

The Company shall ensure that appropriate security measures are in place to protect your personal data (as defined by the Data Protection Act 1998). When you make a booking, you consent to all the information you provide being passed on to the Company's suppliers, agents, sub-contractors, employees or volunteers whether based inside or outside the European Economic Area for the purpose of our providing you with the trip.

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