

# GAPFORCE BOOKING CONDITIONS

## 1. Interpretation

The following definitions apply in these Booking Conditions:

“**Booking**” means your booking to participate in the Program.

“**Booking Conditions**” means the terms and conditions set out in this document.

“**Booking Confirmation**” means the written confirmation of the details of your Booking and your place on the Program.

“**Booking Form**” means the online or hard-copy booking form setting out the details of your Booking.

“**Briefing Documents**” means the Briefing Pack or the Personal Pages.

“**Briefing Pack**” means the briefing pack for the Program.

“**Cancellation Charges**” means the cancellation charges set out in clause 20.

“**Circumstances Outside Our Reasonable Control**” as defined in clause 33.1.

“**Collection Point**” means the location at which you will meet up with Gapforce and start your Program.

“**Deposit**” means the deposit payable for the Booking.

“**Destination Country**” means the country(ies) or territory(ies) to which you will travel as part of your Program.

“**Drop-Off Point**” means the location to which Gapforce will return you at the end of your Program.

“**Inbound/Outbound Transportation**” means the flights and any other transportation to the Collection Point for the start of your Program or from the Drop-Off Point at the end of your Program.

“**Itinerary**” means the itinerary for your Program as set out in the Briefing Documents.

“**Leader**” means the Gapforce lead for the Program.

“**Participant**” means the person participating in the Program.

“**Personal Pages**” means the webpages within the Gapforce website which include information on how to book your flights, recommended kit and equipment, and the facility to upload your Inbound/Outbound Transportation information, your medical declaration and your travel insurance documentation.

“**Price**” means the price of the Booking.

“**Program**” means the experiential travel program you book with us as set out in the Booking Form and the Briefing Documents.

“**Program End Date**” means the scheduled end date for your Program.

**“Program Start Date”** means scheduled start date for your Program.

**“Removal Rights”** means our right to remove you from the Program under clause 24.

**“Risk Assessment”** means a risk assessment for your Program carried out by (or on behalf of) Gapforce.

**“School”** means your school (where you make your Booking via your school).

## 2. Information about us

- 2.1 We are Gapforce (London) Ltd (**“Gapforce”**, **“we,”** **“us”**, **“our”**), a company registered in England and Wales. Our registered office is at 80 Cheapside, London, England, EC2V 6EE and our company registration number is 5876382. Our registered VAT number is 886874643. The names **“Gapforce”**, **“Trekforce”**, **“Skiforce”**, **“Greenforce”**, **“Medforce”**, **“Ozforce”**, **“Sportforce”** and **“Career Gap”** are all trading names of Gapforce (London) Ltd.
- 2.2 You can contact us by telephoning our customer services team on 020 7384 3028 by emailing us at [operations@gapforce.org](mailto:operations@gapforce.org) or by writing to us at Gapforce, 4th Floor, Silverstream House, 45 Fitzroy Street, Fitzrovia, London, W1T 6EB
- 2.3 We will contact you using the contact information you provided when you made your Booking.

## 3. Package holiday information

- 3.1 The information set out in Schedule 2 to The Package Travel and Linked Travel Arrangements Regulations 2018 applies to these Booking Conditions, a copy of which is available here: <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/schedule/2>

## 4. These booking conditions

- 4.1 The details of your Program are set out in the Booking Form and in the Briefing Documents.
- 4.2 The Booking Form will set out the initial information about your Program so you can start to plan your trip. The Briefing Documents will set out the full details about your Program including your final Itinerary. We will provide you with the Briefing Documents after you make your Booking and before you depart for your Program.
- 4.3 Your contract with us is a contract for the supply of services. These Booking Conditions are the terms and conditions on which we supply your Program to you under that contract. These Booking Conditions apply to each Booking you make with us.
- 4.4 Please read these Booking Conditions carefully before you make your Booking as they set out our respective rights and obligations to you.
- 4.5 In these Booking Conditions, references to **“you”** and **“your”** means:
  - 4.5.1 where the Participant is at least 18 years’ old, the Participant himself / herself; or
  - 4.5.2 where the Participant is under 18 years’ old, the Participant’s parent or legal guardian as named on the Booking Form.
- 4.6 Where the Participant is at least 18 years’ old, the contract for the supply of the Program is between Gapforce and the Participant himself / herself. Where the Participant is under 18 years’ old, the contract for the supply of the Program is between Gapforce and the Participant’s parent or legal guardian named on the Booking Form even though they will not be participating in the Program themselves.

- 4.7 By making a Booking, you confirm that you have read these Booking Conditions and agree to be bound by them.

## **5. School bookings**

- 5.1 If your Booking has been made via your School, then these Booking Conditions still apply to you. The only exceptions are that you must pay the Price to your School (and your School then pays the Price to us) and we will pay any refunds to your School (and your School then pays the refund to you).
- 5.2 If your Booking has been made via your School, you must still agree to these Booking Conditions. Your contract for the delivery of the Program is with Gapforce, and not with your School.

## **6. Age restrictions**

- 6.1 Due to the nature of Gapforce's programs and the different laws and regulations in the destination countries, some Gapforce programs have age restrictions. We will let you know when an age restriction applies to one of our programs.
- 6.2 If your Program has an age restriction, you promise that on the Program Start Date you will meet or exceed the age restriction. If you breach this clause 6.2, we reserve the right to exercise our Removal Rights.

## **7. Accuracy of information and prices**

- 7.1 You can access information about our programs on our website and in our brochures. However, please be aware that these materials are provided to give you general information about our programs and they are not intended to be part of the contract between you and us. The information about your specific Program is set out in your Booking Form and in your Briefing Documents.
- 7.2 We have to prepare our promotional materials a long time before we start selling our programs. Therefore, information can sometimes change after the promotional materials have been published. For example, certain accommodation might cease to be available or some services, activities or attractions might become inaccessible. If we are made aware of any significant changes, we will let you know as soon as possible.
- 7.3 Our prices can change at any time before a booking is made. You should check with us regularly so you know the up to date prices of our programs.
- 7.4 Whilst we do our best to make sure the prices on our website and in our brochures are accurate and complete, occasionally errors do occur. If the price of your Program quoted on our website or in our brochures is incorrect, we will let you know. Where the correct price is lower than the advertised price, you will pay the correct lower price. Where the correct price is higher than the advertised price, we may charge you the correct higher price and, in those circumstances, we will give you the option of either confirming your Booking and paying the correct higher price or cancelling your Booking and receiving a full refund.

## **8. Global travel has some risk**

- 8.1 Travelling in developing countries can be risky. The living conditions may be basic and potentially hazardous. Whilst we will undertake reasonable risk assessments, we cannot eliminate all risk and the risk associated with all Gapforce programs may be greater than you have previously experienced. By making your Booking:

8.1.1 you accept that:

- (a) there may be a degree of personal risk involved in your participation in the Program;
- (b) the activities you undertake on the Program may be hazardous;

- (c) the food, facilities and amenities may be basic and limited in nature; and
- (d) the Program is not a normal “package holiday” and therefore plans will change and require last minute cancellation and adjustment.

8.1.2 you confirm you understand the hazards associated with the Program and you accept the greater degree of risk, hardship and reduced communication in return for the experience offered in the Destination Country.

- 8.2 There are no professional medical facilities on Gapforce’s programs. Professional medical care may be up to 12 hours from our locations. Therefore, we cannot provide you with medical assistance (beyond basic first aid) and we cannot evacuate you. If you need this support, it must be obtained from your insurer and we will do our best to assist you in reaching the evacuation point as advised by your insurer.
- 8.3 You must read the Briefing Documents as well as your own Government’s travel advice sites carefully so that you are fully informed on the higher risks of our programs and the unplanned situations and emergencies that may arise in the country you are visiting. You are welcome to contact us at any time to ask any question you may have or to enhance your knowledge of the Program.
- 8.4 We carry out Risk Assessments for all our programs. If you would like a copy of the Risk Assessment for your Program, please let us know and we will provide a copy.

## 9. Your suitability to participate

- 9.1 Your Program may contain elements where strenuous and physical activities are included. You must have a reasonable standard of swimming ability and personal fitness to participate in Gapforce’s programs. Guidance on program specific fitness requirements can be found in the additional information section of the program brochure. If for any reason you do not have a reasonable standard of swimming ability or personal fitness, you must not participate in Gapforce’s programs. We reserve the right to request proof of your swimming ability and fitness from you due to the hazardous nature of some Gapforce programs. You must provide all such information to us upon request.
- 9.2 If you participate in one of our diving programs, you must be able to swim for at least 200 meters unaided. If you are unable to swim for at least 200 meters unaided, you must not participate in our diving programs.
- 9.3 We cannot advise you on your suitability to participate in Gapforce’s programs. It is therefore your responsibility to seek advice from:
- 9.3.1 your doctor, who must be given access to your Briefing Documents; and
  - 9.3.2 your Government’s own travel advice service such as the UK Foreign & Commonwealth Office, the US State Department and Australia’s Smart Traveller websites.
- 9.4 If you have a medical condition, heredity problems, disability, illness or allergy, or if you use prescribed drugs or medication, you must provide us with full details (the “**Medical Information**”) before you make your Booking.
- 9.5 We reserve the right to decline your Booking if we believe the Program is not suitable for you or if we believe we are unable to properly accommodate your needs.
- 9.6 We reserve the right to cancel your Booking if you did not provide us with the full Medical Information when you made your Booking or if we believe you are not fit enough to participate in the Program. If we cancel your Booking under this clause 9.6 before you depart, you must pay us the Cancellation Charges. If we cancel your Booking under this clause 9.6 after you depart, we reserve the right to exercise our Removal Rights

- 9.7 You must provide us with a medical declaration 8 weeks before the Program Start Date to confirm you are able to complete the Program. We may require you to provide a doctors certificate certifying you are fit to participate. The medical declaration may be reviewed by our nominated doctor or medical advisor who will have the final decision, based on the conditions of the Program and any comments from your doctor and any other information available, as to whether you are able to participate in the Program. However, the fact that our doctor or medical advisor has not prevented you participating in the Program does not mean you are physically able to participate in the Program and we shall have no liability (including for death or personal injury) in respect of that decision. It is your responsibility to make sure you are physically able to participate in the Program based on the advice of your own doctor.
- 9.8 For reasons of medical confidentiality we may only be advised of the doctor's or medical advisor's final decision, and not the reasons for the decision. If you want to understand the reasons for the decision, you should contact your doctor for additional information.
- 9.9 If we are advised by either your or our doctor or medical advisor that the Program is unsuitable for you, we will cancel your Booking and you must pay us the Cancellation Charges.
- 9.10 You must ensure you hold all declarations, certifications and qualifications needed to participate in the activities on the Program. For example, if you participate in one of our diving programs, you must make sure you have the medical declarations and PADI (Professional Association of Diving Instructors) certifications and qualifications needed to participate in the diving activities. If you are unable to participate in the activities on the Program because you do not have the necessary declarations, certifications and qualifications, you will not be entitled to any refund from us.

## **10. Restrictions on you**

- 10.1 You must not book onto a Gapforce program if you are subject to any restriction (such as financial or legal restrictions) which prevent you leaving or entering a particular country which is relevant to the Program. If you do book on to a Gapforce program and you are subject to a restriction, we will cancel your Booking. If we cancel your Booking under this clause 10.1 before you depart, you must pay us the Cancellation Charges. If we cancel your Booking under this clause 10.1 after you depart, we reserve the right to exercise our Removal Rights.

## **11. Booking your program**

- 11.1 You must provide us with all information and documentation we request from you in relation to your Booking. Where you fail to do so, we may decline your Booking or treat your Booking as cancelled and you will have to pay us the Cancellation Charges. You promise that the information and documentation you give us is true, accurate, complete and not misleading.
- 11.2 We reserve the right to decline booking requests for any reason. We do not have to provide a reason for declining a booking request.
- 11.3 A Booking is made with Gapforce when:
- 11.3.1 you accept these Booking Conditions; and
  - 11.3.2 we receive your Deposit in cleared funds (either from you or, where you book via your School, from your School).
- 11.4 A binding contract for your Booking will come into existence between you and us as soon as you have made your Booking.
- 11.5 Please check your Booking Confirmation (and all other documentation) carefully upon receipt. If you believe that any details on the Booking Confirmation (or any other documentation) are inaccurate or incomplete, please let us know in writing setting out full details of the issue, as soon as possible (and within a maximum of 10 days of receipt of the inaccurate or incomplete Booking Confirmation (or other documentation)).

11.6 Provided that you notify us of the issue within the 10-day period:

11.6.1 if the problem has been caused by you (for example, where you have provided incorrect information to us), we will work with you to attempt to resolve the matter for you. However, we cannot guarantee that we will be able to resolve the matter and you will remain liable to pay us the Price in full; or

11.6.2 if the problem has been caused by us (for example, due to a technical defect with our booking system), we will resolve the matter for you.

11.7 If you report the matter to us after the 10-day period has expired, we will work with you to attempt to resolve the matter for you. However, we cannot guarantee that we will be able to resolve the matter and you will remain liable to pay us the Price in full.

11.8 We understand you may have special requests you want to make such as requests related to your diet, accommodation, facilities or amenities. If you have any special requests, please let us know when you make your Booking. Please also confirm your request in writing so we have a written record of the request from you. Whilst every effort will be made by us to try and arrange your reasonable special requests, due to the remote locations of Gapforce's programs and the different languages and cultures in the Destination Country, we cannot guarantee that they will be fulfilled. The fact that your special request has been noted on your Booking Confirmation or any other documentation is not confirmation that the request will be met.

## **12. Paying for your program**

12.1 This clause 12 only applies to you if you make your Booking directly with us. If you make your Booking via your School, this clause 12 does not apply to you because the Price of your Booking will be paid to us by your School.

12.2 You must pay us:

12.2.1 the non-refundable Deposit when you make your Booking;

12.2.2 50% of the balance of the Price not less than 12 weeks before the Program Start Date; and

12.2.3 the remaining 50% of the balance of the Price not less than 5 weeks before the Program Start Date.

12.3 If we do not receive payment from you in full and on time, we reserve the right to treat your Booking as cancelled by you and you must pay us the Cancellation Charges.

12.4 Participants on the same program may pay different total amounts due to exchanges rates, date of booking and participant numbers. We can charge each participant as we deem appropriate and you are not entitled to any discount or refund where another participant on your Program has paid less than you.

## **13. Your itinerary**

13.1 Subject to clause 22, your Program will start on the Program Start Date, end on the Program End Date and will follow the Itinerary.

13.2 Your Program consists only of the transfers, internal flights, accommodation and excursions set out in the Itinerary. Our programs do not include the Inbound/Outbound Transportation. Therefore:

13.2.1 you must arrange your own Inbound/Outbound Transportation. You must let us know your travel arrangements at least 6 weeks before the Program Start Date and you must keep us informed of any changes to your travel arrangements; and

13.2.2 we are not responsible for any costs or expenses you incur in connection with your Inbound/Outbound Transportation.

13.3 If we receive any payment from you for your Inbound/Outbound Transportation, we do so as your agent and your contract is with the provider and not with Gapforce. We shall have no liability to you in respect of any matters related to your Inbound/Outbound Transportation.

13.4 If you arrive in the Destination Country before the Program Start Date or remain in the Destination Country after the Program End Date (or after you leave the Program early or after we exercise our Removal Rights), that is a matter entirely for you and we shall have no liability for any costs or expenses you incur as a result.

13.5 You must follow the Itinerary. If you fail to follow the Itinerary, you do so at your own risk and you are solely responsible for any additional costs you incur, or for any loss or damage you suffer (including death or personal injury), as a result. We shall have no liability to you in respect of any such costs, loss or damage (including death or personal injury) incurred or suffered by you.

## **14. Insurance**

14.1 You must make sure you hold and maintain at all times from the point you make your Booking adequate travel insurance to cover all risks associated with your Booking and your participation in the Program including, but not limited to, cancelation, curtailment, delay, evacuation, repatriation (including in the event of our insolvency), death and personal injury and medical insurance cover and insurance cover for the loss, theft, damage or destruction of your kit, equipment or other possessions.

14.2 As we are not responsible for your Inbound/Outbound Transportation, you must make sure your travel insurance policy covers those travel arrangements in full to enable you to claim on the policy if you or the provider cancel or change your Inbound/Outbound Transportation arrangements. This includes situations where you are forced to cancel or change your Inbound/Outbound Transportation arrangements for Circumstances Outside Our Reasonable Control.

14.3 You are free to purchase any appropriate travel insurance policy. You must provide the details of your policy to us on your Personal Pages at least 7 days before your Program Start Date. However, please note that we will not check the suitability of the policy you have purchased. It is your responsibility to make sure your travel insurance policy is suitable for you.

14.4 If you do not take out a travel insurance policy or if your policy is inadequate, it is at your sole risk and we shall have no liability to you in respect of any costs, loss or damage (including death or personal injury) incurred or suffered by you, including for the cancellation of your Booking.

14.5 Due to the regulations in various countries, we cannot advise on travel insurance policies and any details provided by Gapforce's staff are of a generic nature only.

14.6 It is the responsibility of your insurer (and not us) to arrange your evacuation, repatriation, medical treatment and other assistance as needed. If you need your insurer's assistance at any time, you should contact them immediately. Where necessary, we will assist you to contact your insurer to arrange the cost and details of your evacuation, repatriation, medical treatment or other assistance.

14.7 Please be aware that government advice on restrictions to travel to an area may invalidate your insurance policy. You should contact the relevant government department in your home country for advice before you make your Booking and you should check back regularly for further information and updates. You should also check with your insurer. For US citizens, you should register on the State Department STEP program and keep updated on State Department travel advice prior to and during your travel.

14.8 Where we provide a facility to allow you to purchase travel insurance from a provider, we do so solely for your convenience. We are not making any recommendations or providing any advice in respect of the provider or their insurance policies and you must satisfy yourself that the provider and their insurance policies meet your requirements.

## **15. Passports, visas and immigration requirements**

- 15.1 It is your responsibility to fulfil the passport, visa and other immigration requirements applicable to your Destination Country. Whilst we can provide general information, your specific passport, visa and immigration requirements are your sole responsibility and you should confirm these with the relevant government departments, Embassies and Consulates.
- 15.2 We do not accept any responsibility if you cannot travel, or incur any other loss or damage, because you have not complied with any passport, visa or immigration requirements. If you cannot travel or enter the Destination Country because you have not complied with any passport, visa or immigration requirements, we can cancel your Booking and you must pay us the Cancellation Charges or we can exercise our Removal Rights.
- 15.3 Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting.
- 15.4 Special conditions apply for travel to the USA, and all passengers must have individual machine-readable passports. Please check <https://uk.usembassy.gov/>. UK passport holders: for further information, contact the Passport Office at <https://www.gov.uk/government/organisations/hm-passport-office>. Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit [www.fco.gov.uk](http://www.fco.gov.uk).

## **16. Medical advice and vaccinations**

- 16.1 You must make sure you receive all medical advice, treatments and vaccinations necessary or desirable for the Destination Country. Whilst Gapforce can provide general information on medical matters and vaccinations in respect of the Destination Country, it is your responsibility to make sure you receive all medical advice, treatments and vaccinations prior to your departure date. If you are not sure what medical advice, treatments or vaccinations you need, you must speak to your doctor or medical advisor.

## **17. Transport problems**

- 17.1 If there is a problem with your Inbound/Outbound Transportation (for example, if you miss your flight or your flight is delayed), you must inform us, the agent who arranged your Inbound/Outbound Transportation and the provider of your Inbound/Outbound Transportation immediately.
- 17.2 As your Inbound/Outbound Transportation is not included as part of your Program, we shall have no liability to you for any costs, loss or damage incurred or suffered by you as a result of any problems with your Inbound/Outbound Transportation. If you experience problems with your Inbound/Outbound Transportation, you may be able to claim on your travel insurance policy. You should speak to your travel insurance provider.

## **18. Your behavior**

- 18.1 You must at all times fully comply with:
- 18.1.1 the instructions and guidelines issued by Gapforce and Gapforce's staff;
  - 18.1.2 Gapforce's policies, procedures and codes of conduct; and
  - 18.1.3 all laws and regulations in the Destination Country.
- 18.2 If you do not comply with clause 18.1, or if your actions cause risk or harm to yourself or others, or cause disruption to the Program, we may exercise our Removal Rights.
- 18.3 Without prejudice to clause 18.2, we may exercise our Removal Rights if you:
- 18.3.1 break local laws or regulations;
  - 18.3.2 use drugs;



18.3.3 are under 18 years old and drink alcohol;

18.3.4 use medication which adversely affects your physical and / or mental ability to properly and safely participate in the Program;

18.3.5 use offensive or abusive language; or

18.3.6 act violently.

## 19. Changes made by you

19.1 If you wish to change any part of your Booking, you must inform us in writing as soon as possible. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your request.

19.2 Where we agree to meet your request, you will have to pay us the additional Price applicable to the change, an administration fee as well as any extra applicable costs incurred by us and/or our suppliers as a result of the change. You should be aware that these costs usually increase the closer to the departure date that changes are made. We will let you know the amount of these charges before you decide to proceed with the change so you can make an informed decision.

19.3 Where we are unable to meet your request, and you do not wish to proceed with the original Booking, you can cancel your Booking and pay us the applicable Cancellation Charges.

## 20. Cancellation by you

20.1 If you decide to cancel your Booking, you must notify us in writing at the address set out in clause 2.2.

20.2 If you cancel your Booking, you must pay us the applicable cancellation charges set out below upon our request. The cancellation charges are calculated on the basis of the total Price excluding insurance premiums and amendment charges which you must pay in full.

20.3 The cancellation charges are as follows:

<b>The number of days prior to the Program Start Date that we receive notice of cancellation</b>	<b>Amount payable</b>
More than 63 days	Deposit only
63 days to 36 days (inclusive)	50% of the full Price (excluding the Deposit)
35 days or less	100% of the full Price (excluding the Deposit)

20.4 There may be certain parts of your Booking which cannot be cancelled. We will let you know if your Booking contains non-cancellable parts. If your Booking contains any non-cancellable parts and you cancel your Booking, you must pay us a Cancellation Charge of 100% of the Price for the non-cancellable parts of your Booking irrespective of when you cancel your Booking. You must pay us the Cancellation Charges set out in clause 20.3 for all the other parts of your cancelled Booking.

20.5 You must pay the Cancellation Charges to us in full within 7 days of the cancellation of your Booking.

20.6 Where you have already paid all or part of the Price to us, we will use the money we hold to pay the Cancellation Charges. Where the money we hold is insufficient to pay the Cancellation Charges in full, you must pay us the

balance in accordance with clause 20.5. Where the money we hold is more than the Cancellation Charges, we will refund the balance to you within 14 days of cancellation of your Booking.

20.7 We shall not be liable for any additional costs or expenses you incur (or for any sums you lose) because you cancel your Booking. It is your responsibility to make sure you have adequate travel insurance in place to protect you in the event of cancellation. You should contact your insurer directly to discuss the matter with them.

20.8 If you fail to arrive at the Collection Point on the Program Start Date, we may treat you as a “no show” and your Booking as cancelled under this clause 20.

## **21. Returning home early**

21.1 If you choose to leave the Program early, we will not refund any part of the Price to you and we will not be liable for any additional costs you incur as a result of leaving the Program early.

## **22. Changes made by us**

22.1 We aim to run the Program in accordance with the Briefing Documents and the Itinerary. However, due to the nature of Gapforce’s programs, the fact they are planned many months in advance and the reduced logistics in the Destination Country, it may be necessary for us to make changes to the Program after you make your Booking. We will only make changes to the Program where we believe they are needed to ensure the safety or proper delivery of the Program. We will keep you updated on changes as appropriate. You accept that a degree of flexibility is required to participate in Gapforce’s programs. You should not participate in the Program if you are expecting a structured holiday.

## **23. Cancellation by us**

23.1 Whilst we will always do our best to deliver your Program, we may have to cancel your Booking in the following circumstances:

23.1.1 If we have not received the full Price of your Booking in cleared funds by 34 days before the date you are scheduled to depart for the Program;

23.1.2 If these Booking Conditions give us the right to cancel your Booking because of something you have done or because of something you have failed to do;

23.1.3 for Circumstances Outside Our Reasonable Control, for example where it is, in our opinion, not safe or practicable to travel to the Destination Country (or to the relevant parts of the Destination Country); or

23.1.4 If the minimum number of participants for the Program is not met by 3 weeks prior to the Program Start Date.

23.2 If we cancel your Booking under clauses 23.1.1 or 23.1.2, you must pay us the Cancellation Charges upon our request.

23.3 If we cancel your Booking under clause 23.1.3 before you depart for your Program or under clause 23.1.4, you will receive a full refund of the Price you paid us for your Booking.

23.4 In the event we cancel your Booking we will not be liable to you for any losses, costs or expenses you incur as a result of us cancelling your Booking (for example, we will not be liable for the costs of your Inbound/Outbound Transportation or for the costs of any accommodation you might have booked in connection with your Booking).

23.5 The extent of your and our liability under this clause 23 is based on the fact it is your responsibility to make sure you have adequate travel insurance in place to protect you in the event of the cancellation of your Booking.

## **24. Our removal rights**

24.1 Where we have the right to remove the Participant from the Program under these Booking Conditions:

24.1.1 if the Participant is at least 18 years' old, we will take the Participant to a safe departure point, at which point our responsibility toward the Participant will cease. It will be the Participant's responsibility to make their own arrangements to get back home (and to pay their repatriation costs); or

24.1.2 if the Participant is under 18 years' old, we will, together with you, make arrangements for the Participant to get back home. You must reimburse us for all costs we incur in connection with getting the Participant back home (including their repatriation costs).

24.2 If we remove the Participant from the Program, the Booking is deemed cancelled and you will not receive any refund of the Price you paid for the Booking (in whole or in part).

24.3 The Leader has full authority from Gapforce to make the decision whether to remove the Participant from the Program and to cancel your Booking.

## **25. Booking Transfers**

25.1 If you are unable to participate in the Program, it may be possible to transfer your Booking to another person who meets all the requirements of the Booking, provided that you first agree the transfer with us in writing. We will charge an administration fee for all Booking transfers. You will also have to reimburse us for any charges imposed on us by our suppliers due the transfer. We will let you know these fees and charges before you make the transfer so you can make an informed decision.

## **26. Our responsibilities**

26.1 We are responsible for the proper performance of all travel services included in your Program. We will provide your Program with reasonable skill and care. Your Program will be deemed to be provided with reasonable skill and care if it complies with any local laws and regulations which apply, or, if there are no applicable local laws and regulations, if it is reasonable when compared to the local standards in practice. The fact that the Program does not meet UK standards, guidance or advice shall not mean that the Program has not been provided with reasonable skill and care.

26.2 We make every effort to ensure that your Program runs smoothly, but if there is a failure to perform or improper performance of your Program ("**Problem**"), you must let us know without delay and we will do our best to put things right. If the Problem occurs before you depart, please inform us via our contact details set out in clause 2.2. If the Problem occurs during your Program, please inform the Leader.

26.3 We will do our best to resolve the Problem promptly. However, due to the typically remote nature and lower service standards in the Destination Country, please allow us up to 10 days to deal with the Problem.

26.4 If the Problem is not resolved to your satisfaction, you can submit a complaint to us under clause 30.

## **27. Our liability to you**

27.1 We shall have no liability to you for any loss or damage (including death and personal injury), whether in breach of contract, negligence or otherwise, for any of the following matters:

27.1.1 any loss or damage attributable to you;

27.1.2 any loss or damage attributable to a third party unconnected to your Program; or

27.1.3 any loss or damage of a business nature.

27.2 As you are required to take out and maintain adequate travel insurance for your Booking, we shall have no liability to you for any costs, loss or damage you suffer or incur (including death or personal injury), whether in breach of contract, negligence or otherwise, in relation to:

27.2.1 the cancellation of your Booking (for example, if your Booking is cancelled and you have paid for flights or accommodation, we would not be liable for those costs);

27.2.2 changes to your Itinerary (for example, if your Itinerary changes and you need to change your flights, book new flights or book additional accommodation, we would not be liable for those costs);

27.2.3 you leaving your Program early (for example, if you are removed from your Program for your conduct, and you need to change your flights, book new flights or book additional accommodation, we would not be liable for those costs);

27.2.4 the loss, theft, damage or destruction of your kit, equipment, possessions or money (unless caused by our staff or suppliers);

27.2.5 flight or other transportation delays;

27.2.6 the loss, theft, damage or destruction to your luggage;

27.2.7 your evacuation or repatriation; or

27.2.8 medical emergencies and assistance.

27.3 You agree to assist us (and our insurers) in recovering from any third party any sum which may compensate us for any sums we pay you. In particular, you agree to assign to us (or our insurers) any rights that you may have against any other person whose acts or omissions have caused or contributed to our liability to pay compensation to you.

27.4 Except as required otherwise by applicable law:

27.4.1 if we fail to comply with these Booking Terms, we will not be responsible for any loss or damage you suffer that is not a foreseeable result of us breaking these Booking Terms. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process; and

27.4.2 the maximum we will pay you in any circumstances will be in line with the Price you paid for your Booking. The maximum will only be payable where every aspect of your Program has gone wrong and you have received no benefit from your Program. Any sums you receive (or are entitled to receive) from other parties in compensation for the same loss will be deducted from the compensation we pay you.

## **28. Third-party services**

28.1 You should not purchase products, services, facilities or amenities (for example flights, transfers, tours or excursions) in the Destination Country which are not listed in the Itinerary ("**Third-Party Services**"). Any Third-Party Services you purchase do not form part of your Program and are not part of your contract with us. Your contract will be with the provider of those Third-Party Services. If you experience any issues with any Third-Party Services, your rights are against the provider of the Third-Party Services and not against us.

28.2 If you do purchase Third-Party Services, you do so at your own risk and you acknowledge that they have not been risk assessed by us.

28.3 We shall have no liability to you for any loss or damage you suffer (including death and personal injury), whether in breach of contract, negligence or otherwise, in connection with any Third-Party Services.

## **29. Assistance**

29.1 If you are in difficulty during the Program, we will provide appropriate assistance without undue delay, in particular by:

29.1.1 providing appropriate information on health services, local authorities and consular assistance; and

29.1.2 assisting you to make distance communications and helping you to find alternative travel arrangements.

29.2 We may charge a fee for such assistance if the difficulty is caused intentionally by you or through your negligence but that fee must be reasonable and must not exceed the actual costs incurred by us.

### **30. Complaints**

30.1 If any Problem is not resolved to your satisfaction under clause 26 and you wish to make a complaint, please let us know as soon as possible (and within 28 days of the end of your Program) so we can investigate the matter further. You must put your complaint into writing, setting out your booking reference and all relevant information, and send it to us by email or post using our contact details set out in clause 2.2. Please note that the longer you take to submit your written complaint to us, the more difficult it is for us to resolve the matter to your satisfaction. Please keep your letter concise and to the point as this will assist us to quickly identify your concerns and speed up our response to you.

30.2 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the Year Out Group Arbitration Service via their website at [yearoutgroup.org](http://yearoutgroup.org). In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

### **31. Data protection**

31.1 As part of your Booking, we will collect personal data from you. We will process your personal data in accordance with the Gapforce Privacy Policy, a copy of which is available upon request or here: <https://gapforce.org/gb/your-data>

### **32. COVID-19**

32.1 These Booking Conditions also incorporate Gapforce's COVID-19 terms and conditions which are available on request or here <https://gapforce.org/info-packs/Covid%20TCs%20all%20programs%20Oct22.pdf>

32.2 By making a Booking with Gapforce, you are also accepting and agreeing to be bound by Gapforce's COVID-19 terms and conditions.

### **33. Our right to use photographs**

33.1 Where you take photographs during the Program and you make the photographs available to us or upload them to our website or social media sites, you grant us a non-exclusive, royalty-free, perpetual, irrevocable license to use the photographs (and all intellectual property rights in the photographs) for any purpose connected with our business including for the promotion of our business and our programs.

33.2 You promise that you have the right to provide the photographs referred to in clause 32.1 to us and that our use of the photographs in accordance with clause 32.1 will not infringe the rights of any third party.

### **34. Other important terms**

34.1 Except as required otherwise by applicable law, we shall have no liability to you for any loss or damage attributable to Circumstances Outside Our Reasonable Control. "Circumstances Outside Our Reasonable Control" are any situation beyond our control and the consequences of which could not have been avoided even if all reasonable measures had been taken. Such circumstances will usually include, but are not limited to, war, threat of war, airport closures, airspace closures and other air traffic management decisions, the inability of airlines to operate flights as a result of the United Kingdom's exit from the European Union, epidemics, risk to

human health in the Destination Country, civil unrest, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, strikes, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea or medical conditions and advice from the UK Foreign Office (or similar body in another jurisdiction) to avoid or leave a particular country.

- 34.2 We may transfer our rights and obligations under these Booking Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. You may only transfer your rights or your obligations under these Booking Terms to another person if we agree to this in writing.
- 34.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 34.4 If we do not insist immediately that you do anything you are required to do under these Booking Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 34.5 These terms are governed by English law and you can bring legal proceedings in respect of your Booking in the English courts.

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