

# GAPFORCE BOOKING CONDITIONS

These Booking Conditions, are the sole and exclusive contract with **Gapforce** (London) Gapforce Ltd ("Gapforce," "we," or "us") of The Old Town Hall, 4 Queens Road, Wimbledon, Greater London, SW19 8YB, company number 5876382 registered in England and Wales. Gapforce, Trekforce, Skiforce, Greenforce, Medforce, Ozforce, Sportforce and Career Gap are trading names of Gapforce (London) Ltd.

Please read this carefully as this sets out our respective rights and obligations to you. In these Booking Conditions references to "**you**" and "**your**" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, and making payment the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

1. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
2. He/she consents to our use of information in accordance with our Privacy Policy;
3. He/she is over 18 years of age and he/she understands the United Kingdom law applies to this contract and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.
4. If under 18 years of age the parent or guardian of the lead name enters into this contract on your behalf and must accept this booking form. If your parents or guardian do not sign it is assumed they have accepted and therefore agree to these terms unless they advise us in writing within 14 days of booking.

## 1. What Am I Signing Up For?

Due to the nature of all Gapforce programs, by agreeing to these Terms and Conditions you accept the living conditions will be basic and potentially hazardous. Gapforce will undertake reasonable risk assessments, however the risk associated with all Gapforce programs is greater than you may have previously experienced.

Gapforce will endeavour to run programs to a plan, however due to the reduced logistics in country, changes in participant numbers, service standards, alteration and changes may occur after booking. We do not guarantee to keep you updated on all changes. A degree of flexibility is required to participate on our programs. Do not participate if you are expecting a structured holiday.

You (and your Parents or Guardian if under 18 years old) agree to read our program briefing pack and risk assessments as well as your own Governments travel advice sites so that you are reasonably informed on what you are agreeing to, the higher risks of our programs and the unplanned emergencies that may arise in developing countries. You are welcome to contact us at any time prior to departure to clarify any question you may have or enhance your knowledge of the program. It is up to you and you parents to undertake such a request.

## 2. Booking and Paying For Your Arrangements

A booking is made with Gapforce when a) you tell us that you would like to accept our written or verbal quotation, and b) you pay us a deposit (or if booking within 10 weeks of departure, full payment) and c) we issue you with a booking confirmation email. A binding contract will come into existence as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you or your agent. Upon receipt, if you believe that any details on the confirmation (or any other document) are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out. The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 10 weeks prior to scheduled departure for all itineraries. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out below will become payable.

### **3. Your Itinerary**

We provide packages of “transfers, accommodation and excursion itineraries only” we do not under any circumstances provide flights. Your “Itinerary” includes transfers from your itinerary destination, (unless otherwise outlined,) accommodation and scheduled excursions.

Your Itinerary Package provides for a briefing session and access to project pages, which are included in the cost of your package. This briefing is available up to 2 weeks prior to your departure.

Any flights, excursions, transfers purchased locally in the country of arrival do not form part of your package. Your contract will be with the provider of the services. We do not act as Principal in this respect. We may assist you in locating a particular service which you require in country. We act as agent in this regard.

Gapforce passes on UK participants programme details to GYT, part of Flight Centre (UK) Limited, who may contact you to arrange travel arrangements. There is no obligation to purchase flights through Flight Centre.

Gapforce programs run for the length of time as specified on your Itinerary. Gapforce therefore cannot be held responsible if you arrive prior to the start date or remain in country after the end date or after leaving a program early. Therefore you will be responsible for any costs for accommodation, food or transport that you incur outside of our normal program.

### **4. Your Insurance**

Adequate travel insurance including cancelation, medical and repatriation cover and is a requirement of all our programs. You must not travel without it.

As we are not responsible for your travel arrangements to or from our projects you should also include cover for this, to enable you to claim from them if you cancel or have to change flight or transport plans. You are free to purchase any appropriate policy. If you wish to organise your own insurance you must provide details of your policy to us on your personal web page before you travel. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, including any cancelling prior to departure in respect of which insurance cover would otherwise have been available.

Due to the regulations in various countries we cannot advise on a specific policy; any details provided by our staff are of a generic nature only. It is the responsibility of your insurance company to undertake any evacuation, medical or otherwise that is outside of our normal program. We will assist you, but it is your primary responsibility to contact your insurers to arrange the cost and details of any unplanned departure, medical care, treatment or other insured loss.

As you must have insurance, Gapforce therefore does not provide compensation for wear and tear, loss or damage to personal items or kit or medical infection or injury as a result of your participation on a Gapforce program.

USA Nationals must note: State Department Advice on restrictions to travel to an area, may invalidate your insurance. You should register on the State Department STEP program and keep updated on State Department travel advice prior to and during your travel

### **5. Our Accuracy**

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

### **6. How Much And Will The Price Change?**

We reserve the right to amend the price of an unsold itinerary at any time and correct errors in the prices of confirmed itineraries. Participants on the same program may pay different total amounts due to exchanges rates, date of booking and participant numbers and in such cases no balancing refunds are due.

The price of your confirmed itinerary is subject at all times to changes in transport costs such as fuel, changes arising from government action such as changes in tax or any other government imposed changes; and to changes in currency exchange rates and to dues, taxes any or all of which may result in a variation of your itinerary price. We will absorb and you will not be charged for any increase equivalent to 5% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements.

You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your confirmed travel arrangements (excluding any amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another itinerary if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. There will be no change made to the price of your confirmed itinerary within 30 days of your departure nor will refunds be paid during this period.

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

Should the price of your itinerary go down due to the changes mentioned above, by more than 5% of your confirmed itinerary cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

## **7. Jurisdiction and Applicable Law Of Your Contract With Us**

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. You agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

Due to the variety and different global regulations, all bookings by none UK nationals are covered by UK law only. You therefore agree that UK law only will be the sole legal basis for any dispute or dispute resolution undertaken by a duly authorised Court within the UK. If you hold a none UK passport you agree that no other country law will apply nor have influence.

## **8. Cutting Your Itinerary Short**

If you are forced to return home early, we cannot refund the cost of any services you have not used. If you cut short your itinerary and return home early in circumstances where you have no reasonable cause for complaint about the itinerary we will not offer you any refund for that part of your itinerary not completed, or be liable for any associated costs you may incur.

Any cancellation made by you due to a complaint must be first informed to our local staff. Reasonable time (due to the remote location of our projects this is deemed to be 10-14 days) must be provided to them to enable them to resolve your issues otherwise no refund will be made. As we do not arrange your transport to or from your program we can therefore not be held liable for any costs your now incur in changing your time table. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

### **8.i Changes by You**

If you wish to change any part of your booking arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee (shown below) will be payable.

If you are prevented from travelling it may be possible to transfer your booking to another suitable person provided that written notice is given. An administration fee will be charged, details available upon request.

### **8.ii If You Cancel Your Itinerary**

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Cancellation includes but not exclusively: your own decision, actions or advice of a third party, medical injury or complication prior to or during our program. Your notice of cancellation will only take effect when it is received in

writing by us at our offices at Gapforce Ltd, 3<sup>rd</sup> floor Chester House, Fulham Green, London, SW6 3JA. We recommend that you use recorded delivery. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below (The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling.):-

Days Prior to Departure:

More than 56 days- Deposit only

56 to 29 days- 50% the cost of the booking

28 to 15 days- 75% the costs of the booking

14 days or less- 100% the cost of the booking

Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation will incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above. In all cases repayment or refunds are limited to the amount we have received from you.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. We will deduct the cancellation charge(s) from any monies you have already paid to us.

As we do not arrange your transport to or from your program we can therefore not be held liable for any costs you now incur in changing your time table. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you) providing we are notified not less than two weeks before departure and you pay an amendment fee of £80 and meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers. If you are unable to find a replacement, cancellation charges as set out will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

## **9 . If We Change Or Cancel Your Itinerary**

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 3 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance.

Examples of "major changes" include the following when made before departure; a change of the itinerary area for the whole or a significant part of your time away, a change of outward departure time or overall length of your itinerary of more than 48 hours. An example of "minor changes" includes the following when made before departure: a change of outward departure time or overall length of your holiday of 48 hours or less.

If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of i) (for major changes) accepting the changed arrangements ii) having a refund of all monies paid or iii) accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

9.i If we make a major change or cancel, less than 56 days before departure, we will also pay compensation as detailed below:

Date within which a major change is notified to you or your travel agent. (Per person) More than 56 days- NIL

56 to 29 days- £10

28 to 15 days-£20

14 days or less- £30

You agree that compensation that we offer is limited to the maximum of the amount you have paid to us directly, less any goods or service from third parties that you have already consumed, used or are now not available for the partner to resell due to your actions.

You may also be entitled to compensation from your insurance company for which we are not liable. For UK passport holders only this does not exclude you from claiming more if you are entitled to do so. We will not pay you compensation where we make a major change or cancel more than 8 weeks before departure or in the event that we are forced to make a change or cancel 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.

The above sets out the maximum extent of our liability for loss, changes and cancellations and we regret we cannot meet any extra expenses or losses you may incur as a result of change or cancellation. In no case will we pay compensation if accommodation, program change or new transport or food details are offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you.

Very rarely, we may be forced by "force majeure" to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation. If however you accept these changes of plan after they have been reasonably explained to you, and you then proceed on this new basis to complete your program, then no further compensation will be due to you.

## **10. Force Majeure**

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife 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, airport closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea or medical conditions and all similar events outside our or the supplier(s) control. Advice from the UK Foreign Office to avoid or leave a particular country may constitute Force Majeure. We will follow the advice given by the Foreign Office.

## **11. Do You Have Any Special Requests?**

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests due to our remote locations, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed to you in writing by us.

## **12. Are You Suitable To Participate?**

We cannot advise on your suitability to participate on our projects as we have no access to your medical history, family background, beliefs or outdoors experience. It is therefore your responsibility to seek advice from: Your Doctor - who must be given access to your Gapforce briefing pack and risk assessments, your Governments own travel advice service like the UK FCO, US State Department, Australia's Smart Traveller websites etc and finally if you are 18 years or under the consent and advice of your parent or guardian, as to your suitability to participate. We reserve the right to request confirmation from you that you have sought independent advice prior to participating on our Gapforce program.

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, you must provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

We require a medical declaration from your Doctor to confirm you are able to complete our program. These will be reviewed by our nominated Doctor who will have the final decision, based on the conditions of the project and any comments from your Doctor etc. as to if you are able to proceed. Due to your medical confidentiality we may only be advised of the decision and suggest contacting your medical advisor for any additional information. To enable this, your completed medical forms must be provided 56 days prior to departure. A cancellation based on provision of medical forms after this date, will incur the above cancellation penalties.

There are no professional medical facilities on our projects. Professional medical care may be up to 12 hours from our locations. Therefore Gapforce is not responsible for providing you with medical assistance or evacuation cover beyond basic first aid. This should be sought through your insurance provider. Gapforce where reasonably possible, will endeavour to assist you reaching the evacuation point as advised by your insurance provider.

### **13. Global Travel Has A Higher Risk Than Staying Home**

Travelling in developing countries is more risky than staying at home. Your living conditions will be basic and potentially hazardous. You accept that food will be basic and limited in nature. By the very nature of the itinerary you have chosen with Gapforce, you accept and acknowledge that the nature of the itinerary is not of a 'package holiday', therefore plans will change and may require last minute cancellation. You accept this greater degree of risk, hardship and reduced communication in return for the experience offered in the destination country.

You agree to observe the fair instructions and placement guidelines issued by Gapforce and our Staff both prior to and during your project. If you do not accept or undertake the fair directions of our staff, you agree that we may remove you from your program. If you have been potentially increasing the risk to our program, or not contributing to the program or generally acting to the detriment of the team, or breaking local safety or legal regulations including but not exclusively alcohol or drug use, we may remove you to your arrival point where our responsibility will cease. We reserve the right to inform any parent or guardian using the contact details as supplied by you to us, of our actions and the reasons why so they may be properly informed and assume responsibility for you. However you should not assume we will do this in all occasions and you will be informed when we have advised them. No refund in such a situation will be due nor is payable, due to your actions.

Your itinerary may contain elements where strenuous and physical activities are included. All participants must have a reasonable standard of swimming ability and personal fitness. If for any reason you are not of reasonable fitness defined by being unable to run for 30 minutes at an average pace for your age or are unable to swim 200 meters unaided (due to proximity to water and rivers) you must inform us at the time of booking. We reserve the right to request proof from you of your ability to do these actions due to the dangerous nature of our programs.

All participants must make us aware of any medical conditions, illnesses or allergies that they have and any prescribed drugs or medication they are taking at the time of booking and with the group leader on arrival at itinerary starting point.

If you are unsure as to whether or not any medical condition that you may have will be affected by the itinerary then medical advice must be sought before booking your program with us. Under no circumstances will our leaders guide anyone under the influence of alcohol, drugs or medication which may adversely affect their physical/mental abilities of the participant. We reserve the right to cancel the element of their itinerary for reason of participant intoxication; this is the decision of the leader on the day. We maintain the appropriate risk assessments. You therefore agree to abide by the fair direction of Gapforce staff. If in their view your participation may adversely affect the safety of the group, or you have not disclosed medical conditions both current or dormant, or encouraged others to do so, you will be removed from the program and returned to your departure airport or arrival point. No refund will be payable in these circumstances.

### 13.i Your Acceptance of Risk

Your booking is accepted on the understanding that you are reasonably informed of the hazards involved in partaking on the itinerary.

You acknowledge that by the very nature of the activities you are exposed to an element of personal risk and that the activities are of a potentially hazardous and unpredictable nature above those associated with conventional holidays.

You therefore accept and consent to the risks inherent in the implementation of this contract and accept as reasonable the limitations of the Company's responsibility as set out in these terms and conditions. All participants agree to abide by all fair instructions given and decisions communicated to the participant by Gapforce and Gapforce leaders to ensure the safety and wellbeing of all participants.

### 14. We Are Sorry If Something Goes Wrong – Complaints

We make every effort to ensure that your travel arrangements run smoothly but if you do have a problem during your itinerary, please inform the relevant leader or supplier (e.g. your accommodation provided) immediately who will endeavour to put things right. Due to the remote nature and lower service standards, please allow 10 days to enable changes to be made locally.

If your complaint is not resolved after 10 days, please contact us on at 21 Heathmans Road, London, SW6 4TJ within 7 days of the end of your project. Failure to do so will affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

If the problem cannot be resolved and you wish to complain further, you must send a formal written notice of your complaint to us at 21 Heathmans Road, London, SW6 4TJ within 28 days of the end of your project, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. In a desire to swiftly satisfy any complaint with minimal cost to yourself, in the first instance Arbitration is provided within the Year Out Group arbitration service prior to resorting to any legal action.

#### 14.i Our Responsibilities:

(1) Subject to these booking conditions, your itinerary arrangements will be performed using reasonable skill and care. As long as they were acting within the course of their employment or carrying out work we had asked them to do, we will be responsible if our employees, servants or agents fail to perform your itinerary arrangements using reasonable skill and care. Please note that it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us.

If we, or our employees, servants or agents fail to perform your itinerary arrangements using reasonable skill and care, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees, servants or agents acts or omissions affected the overall enjoyment of your holiday), we will pay you reasonable compensation up to the amount paid to Gapforce by yourself for your program.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description which results from: -

(a) the act(s) and/or omission(s) of the person(s) affected;

(b) the act(s) and/or omission(s) of a third party not connected with the provision of the services contracted for and which were unforeseeable or unavoidable; or

(c) 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

(d) An event which either ourselves, our employees, agents or suppliers and subcontractors could not, even with all due care, have foreseen or forestalled.

(3) The services and facilities included in your itinerary will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards in practice. The fact that services or facilities fail to comply with local or UK guidance or UK (or other) advice shall not of itself mean that the services or facilities in question have not been provided with reasonable skill and care.

(4) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) Loss of and/or damage to any luggage or personal possessions and money,

The maximum amount we will have to pay you in respect of these claims is £25 per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above or involving injury, illness or death

The maximum amount we will have to pay you in respect of these claims the price paid by or on behalf of the person(s) affected in total.

This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking for example but not exclusively when you have failed to participate on any part of your program.

(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel

i) As we do not arrange your transport to or from your program we can therefore not be held liable for any costs you now incur in changing your time table, flight delays, lost luggage, change of itinerary or third party loss related to your own travel arrangements.

Our projects all start at the notified start date, it is your responsibility to arrive at that date and advise us 6 weeks prior to your departure of your arrival date and time. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include:

The Warsaw/Montreal Convention (international travel by

air); The Athens Convention (with respect to sea travel);

The Berne Convention (with respect to rail travel)

The Paris Convention (with respect to hotel arrangements).

You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey.

When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or accommodation provider for the complaint or claim in question.

(5) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(6) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(7) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) any business losses. (8) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

## **15. Prompt Assistance**

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

## **16. Please Don't Buy Extra Local Excursions They Are Not Part of Our Risk Assessments.**

Excursions or other tours that you may choose to book or pay for whilst you are at your destination are not part of your package provided by us. For any excursion or other training that you book directly with our staff, partners or third party providers that is not listed in our program itinerary, then your contract will be with the operator of the excursion or tour and not with us.

We are not responsible for the provision of an excursion or tour or for anything that you may book locally that is not on our printed itinerary nor are we responsible for what happens during the course of its provision by the operator.

## **17. Our Financial Security**

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package booked from our brochure/website and for your return to the beginning of your itinerary in the event of our insolvency. We will refund any money you have paid to us for an advance booking. We provide this security by way of an insurance policy. This means that in respect of all arrangements in the unlikely event of our insolvency, you will not be stranded. Further details of our policy can be found in your Personal Pages, our website or contact our office.

## **18. Your Passport, Visa and Immigration Requirements and Health Formalities**

It is your responsibility to fulfil the passport, visa and other immigration requirements applicable to your itinerary. We can provide general information about the passport and visa requirements for your trip. Due to your own passport rules and applicable laws, your specific passport and visa requirements and other immigration requirements for you and your party are your responsibility and you should confirm these with the relevant Embassies and/or Consulates.

We can provide general information about any health formalities required for your trip but you should check with your own doctor for your own specific circumstances. You should also seek independent advice from, but not exclusively, your own country's Government travel website (UK FCO, Australia Smart Traveller, USA State Department or similar), therefore by participating on our program you agree to reasonably inform yourself of the basic living conditions, simple food, lack of communications and medical care typical of these students' adventure expeditions.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to indemnify us in relation to any costs which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

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.

17.i Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check [www.usembassy.org.uk](http://www.usembassy.org.uk)

UK passport holders: For further information contact the Passport Office on 0870 5210410 or visit [www.passport.gov.uk](http://www.passport.gov.uk)

It is your responsibility to check visa requirements for your destination. UK passport holders: Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit [www.fco.gov.uk](http://www.fco.gov.uk). The Foreign and Commonwealth Office (FCO) provide up to date information on safety issues worldwide, visit [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo) 17.ii Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities.

## **19. Flight Delays And Other Travel Information**

If you or any member of your party misses your flight for whatever reason it is your responsibility to contact us immediately. We will then endeavour to assist you in alternative ground arrangements (subject to these booking conditions). However your first contact must be with the agent who booked your flight arrangements.

As flights are not included as part of your Package we will endeavour to assist you in terms of what is reasonable. We will not however be responsible for your repatriation, or any costs associated with food and accommodation until you can be repatriated.

We would recommend contacting your airline. If you are delayed in bound, and are travelling from an EU Airport, or with an EU registered carrier, your airline may provide refreshments and/or appropriate accommodation.

Please note the existence of a "Community list" (available for inspection at <http://ec.europa.eu/transport/air-ban/listen.htm>) detailing air carriers that are subject to an operating ban with the EU Community. Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline. If the airline does not comply with these rules you should complain to the Air Transport Users Council on 02072406061 [www.auc.org.uk](http://www.auc.org.uk).

## **20. Your Images and Social Media**

Participation on our programs may result in you or your images appearing in global social media. Due to the number of image devices, time on project and the remote location of our programs it is not practical to restrict participants in both taking images, posting images publically or semipublicly, tagging, blogging and/ or writing about their program and the other participants on the program.

Gapforce, when advised in writing, may be able to assist a participant in their request to a third party for the removal of any offensive or sexualised image. However due to the breadth of social media and the fact that an image in most jurisdiction is the property of the person who takes the image we therefore cannot be held liable for an images' reproduction on the web or written comment or wording about participants. In addition we recommend any participants review their privacy settings prior to posting images, as many social media sites may allow global access to images.

Gapforce may use images, which may include program participants, without prior advice to all participants for this usage only when the holder of the image(s) has positively accepted a friend/link/sharing request from Gapforce staff using Gapforce company social media sites. Please advise Gapforce in writing, in advance of your program start date, of any image restrictions that you may wish to apply, which we will advise the program leader to inform other participants of, but can in no way guarantee will apply due to the reasons listed in section 20.

## **21. Data Protection**

For the purposes of the Data Protection Act 1998 we are a data controller. In order to process your booking and to ensure that your travel arrangements can be properly performed we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party's members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. We must pass on your personal details including images to the companies and organizations who need to know them so that your holiday can be provided (for example your airline, hotels, transport companies, credit/debit company or bank). The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or otherwise as required by law. Where you provide us with personal details such as those mentioned above, you consent to this information being used as described above. We are entitled to assume you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing.

We have appropriate security measures in place to protect the personal details you give us. We may have to pass your details to organisations outside the European Economic Area, (EEA), controls on data protection in these places may not be as strong as the legal requirements in this (UK) country.

You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request.

**Finally, if you have any questions about these Terms and Conditions please contact us before you confirm your acceptance, as this is a legally binding document and is the sole contract between yourself and Gapforce.**

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