

## **Booking Terms and Conditions**

**Applicable to all bookings made from 1st December 2024 to 16th March 2025 inclusive.**

### **Key points:**

You enter into a booking with us when we issue our Booking Confirmation. If you then cancel, there will be cancellation charges. Initially this may only be a deposit, but can go up to 100%.

You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking.

We are responsible to you for providing your holiday but there are legal limits.

We are a member of ABTA and we provide protection for your money as set out in clause 2 below.

Adequate and valid travel insurance is compulsory for all our travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. For domestic travel for UK nationals travelling within the UK please see paragraph 4 of these terms and conditions. We recommend you take out insurance as soon as your booking is confirmed.

Please read the full terms below for more information and for other important rights and obligations.

### **1. Our details**

Your booking is with Exodus Travels Ltd (t/a Exodus Travels or Headwater Holidays) with registered number 1150160 and registered address Platinum House, St Marks Hill, Surbiton, Surrey, KT6 4BH (“we”, “us”, “Company” or “our”).

### **2. Protecting your money**

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, you will benefit from all rights applying to packages. We will be responsible for the proper performance of all the travel services included in the package. We provide full financial protection for our package holidays.

For flight-based holidays this is through our Air Travel Organiser’s Licence number 2582 issued by the CAA of 45-59 Kingsway London WC2B 6TE [www.caa.co.uk](http://www.caa.co.uk). When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren’t able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

The price of any flight-inclusive holiday includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by ABTA – The Travel Association 30 Park Street London SE1 9EQ.  
See [www.abta.com](http://www.abta.com) – for further information.

### **3. Your holiday booking**

A booking will exist as soon as we issue our booking confirmation (the “Booking Confirmation”). This booking is made on the terms of these booking conditions. The person making the booking (“lead name”) must be 18 years old or over and when the lead name makes a booking, they guarantee that they have the authority to accept and do accept on behalf of your party the terms of these booking conditions. We may transfer your booking to another company in our group, but this will have no effect on your holiday arrangements.

Whether you book alone or as a group, we will only deal with the lead name in all subsequent correspondence, including changes, amendments and cancellations. The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.

When you receive the Booking Confirmation and your travel documents please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability if an airline or other supplier refuses boarding, or your participation in any activities, because the name(s) shown in your passport differ from those on your ticket. If there is an obvious error on the Booking Confirmation, we reserve the right to correct it as soon as we become aware of it, but will do this within 7 days of issuing the Booking Confirmation or, if your departure is within 7 days, no later than 24 hours before you go travel. Travel documents will be sent or emailed to you (and to the other passengers in your booking to the address given to us by the lead name at the time of booking) approximately 2-3 weeks before your departure, and will not be issued unless payment of the due balance has been received by us in full.

We may not be able to confirm some of our ground arrangements straight away (e.g. bespoke accommodation, tours etc.). In these instances we may still issue you with a Booking Confirmation. However, a contract for arrangements that have not been confirmed on that Booking Confirmation will only be made when we have sent you written confirmation that those additional arrangements have been completed. If there is any change to any of the details

discussed at the time of booking, before the Booking Confirmation is issued, we will notify you promptly of any new or changed details, including a change to the total price (if any). If any detail on the Booking Confirmation is not correct, you must tell us or your travel agent immediately.

For those holidays where an additional local payment is required this will be confirmed to you. A local payment is a portion of the holiday cost which must be paid directly to the local representative as instructed. If the price of your holiday includes a local payment this must be paid in the currency specified – in the Booking Confirmation. Please note that your holiday price will not be considered to have been paid in full until the local payment has been made. Tourist taxes, resort fees or similar that are charged locally may be implemented or changed without prior warning. We do not accept responsibility for these costs, which must be paid by you and are not included within your holiday price.

All customers are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen holiday as described in the trip notes applicable to your relevant tour (the “Trip Notes”). By booking an Exodus tour 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. Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people’s enjoyment of the trip. This should include, but not be limited to, any special dietary requirements (including, for example, allergies) and any reduced mobility affecting you or members of your booking. Please contact us by email at [CustomerServices@exodus.co.uk](mailto:CustomerServices@exodus.co.uk) to discuss any such requirements.

It is a condition of your booking that you and all members of your party provide certain information that may be sent to governmental authorities and border control and security agencies for the purpose of security and counter terrorism. This is known as Passenger Name Records (PNR) or Advanced Passenger Information, sometimes known as APIS. For the United Kingdom, it may be referred to as ‘E-Borders’. The information you must provide will include, but not be limited to, full name – as shown in your passport or travel document, gender, date of birth, travel document type, number, country of issue and expiry date, and for travel to the U.S., your country of residence and the address for your first night’s stay. You must provide this information to the airline between 6 months and 24 hours before departure.

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it (including after a booking has been confirmed). Offers are not combinable unless expressly stated and may be withdrawn at any time. All quotations are provisional until confirmed in writing on your Booking Confirmation. Before you make a booking we will give you the up-to-date price of your chosen holiday including the cost of any supplements, upgrades or additional facilities which you have requested.

The price of your holiday will include Air Passenger Duty (APD) for an economy seat. If you upgrade to a premium cabin this will be included in the upgrade cost.

When the price per person is dependent on the number of people in the accommodation and/or participating in the tour, and the number of people changes, the price will be recalculated based on the new party size. Any increase in price payable is not a cancellation charge.

No unaccompanied minors (those under 18 years of age) can be accepted, however:

(a) minors aged between 9 -17 years may accompany their parents on tours designated as “Family adventures”. The trip notes for our Family adventures provide more information about the ages which the trip is considered suitable for;

(b) older teenagers may be allowed to join group tours provided they are accompanied by a parent or guardian who accepts full responsibility for them;

(c) minors aged between 10 and 17 may accompany their parents on certain tours designated as “Polar holidays” or “Voyages”.

Tours designated as family adventures are available only to those parties travelling with at least one child under the age of 18 at the time of travel.

You will need to produce a signed copy of the Expedition Participation Conditions once onboard a Polar holiday or Voyage; agreeing to the Expedition Participation Conditions is required to enable us to fulfil your booking.

In some cases, we may require particular customers to purchase a single supplement in order to travel. If this applies, you will be advised accordingly during the booking process. If you are a solo traveller and wish to have a room mate or otherwise share accommodation during your trip then we will use our reasonable efforts to accommodate this. We can only pair solo travellers together if they are the same biological sex. If we are unable to do then you will be required to pay a single supplement in order to travel. You will be notified of this prior to your booking being confirmed.

#### **4. Paying for Your Holiday and Insurance**

When you make your booking you must pay a deposit of at least 25% per person of your selected travel arrangements (If the deposit amount is less than £300 then you will be required to pay a minimum deposit of £300 per person or equivalent). For all Polar holidays and Voyages, the required deposit is 25% per person of your selected travel arrangements (minimum £1000 per person or equivalent). The balance of the price of your travel arrangements must be paid at least 90 days (133 days for all Polar holidays and Voyages) before the departure date specified in your Booking Confirmation. In certain cases we may request full payment more than 90 days before departure where, for example, airlines require full payment on booking. If the deposit and/or balance is not paid in time, we reserve the right to cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit.

You may be required to pay for any non-transferable and non-refundable items such as, without limitation, National Park entrance fees and permits, and in some cases for accommodation and services at peak times of travel or where accommodation and spaces are limited. You will be advised of all such charges due at the time of booking and before your booking is confirmed. You may also be required to pay for any non-transferable and non-refundable items, such as special air fares, tickets or entry permits and any other applicable supplements due, at the time of booking and they may be non-refundable in the event of cancellation.

Please note that we do not accept payment by Amex.

Adequate and valid travel insurance for your chosen itinerary is compulsory for all travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed. Notwithstanding the foregoing, for UK travellers on a UK only domestic trip then adequate and valid travel insurance is not compulsory, but we strongly recommend you have cover in place (in particular cover for cancellation, property and personal belongings).

We recommend you take out insurance as soon as your booking is confirmed. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives and force majeure events. You are required to carry proof of insurance with you.

We sell a travel insurance policy. If you choose not to take our insurance you are responsible for ensuring that you are in possession of travel insurance for the entire duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with cover/benefits equal to/greater than the insurance we offer. If you make your own insurance arrangements you must ensure that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your tour. We will not be responsible for costs you may incur as a result of not having valid or adequate travel insurance. It is the responsibility of all our customers to declare any material facts including known medical conditions to, as applicable, us or your insurance provider, as failure to do so may result in a claim being reduced or declined.

We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or otherwise incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed and the "Departure Status" is showing as "Guaranteed" on your invoice. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements.

## 5. If You Cancel Your Holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the lead name or your travel agent must be received at our offices or received by email at the following address [CustomerOps@exodus.co.uk](mailto:CustomerOps@exodus.co.uk). Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows:

Period before departure in which you notify us	Cancellation charge
From the date your Booking Confirmation is issued up to, and including, 75 days prior to the departure date specified on the Booking Confirmation.	Deposit can be transferred to a new booking which must be made within 12 months of the date the original booking was cancelled. If a new booking is not made within this period then the deposit will be forfeited. Any remaining balance will be refunded excluding any non-refundable costs.
74 to 52 days (inclusive) prior to the departure date specified on the Booking Confirmation.	50% of the total holiday cost. Any remaining balance will be refunded excluding any non-refundable costs.

51 to 31 days (inclusive) prior to the departure date specified on the Booking Confirmation.	75% of the total holiday cost. Any remaining balance will be refunded excluding any non-refundable costs.
30 days or less prior to the departure date specified on the Booking Confirmation, or after the booking has started	100% of the total holiday cost.

For all **Polar Voyages** which are operated by **Quark Expeditions** only, the following cancellation charges will be made:

<b>Period before departure in which you notify us</b>	<b>Cancellation charge</b>
Within 15 days after the Booking Confirmation is issued (providing that the booking is confirmed more than 180 days prior to the departure date specified on the Booking Confirmation.	Free Cancellation.
From 16 days after the Booking Confirmation is issued up to 180 days prior to the departure date specified on the Booking Confirmation.	£1,000.
179 to 120 days (inclusive) prior to the departure date specified on the Booking Confirmation.	Loss of deposit.
119 to 90 days (inclusive) prior to the departure date specified on the Booking Confirmation.	50% of the total holiday cost.
89 to 60 days (inclusive) prior to departure date specified on the Booking Confirmation.	75% of the total holiday cost.
59 or less prior to departure, or if cancellation is received after the booking has started	100% of the total holiday cost.

Notes (i) Except for Polar holidays, your deposit is non-refundable and is transferable only (subject to the above cancellation tables); (ii) If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges; (iii) as stated, certain travel arrangements are non-refundable and are subject to higher cancellation charges and could incur a cancellation charge of up to 100% of that part of the arrangements from the moment the booking is confirmed.

You can cancel your booking without paying cancellation charges if the performance of your package, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe and act in accordance with advice provided by the UK Foreign, Commonwealth & Development Office (FCDO).

For the purposes of these booking conditions “unavoidable and extraordinary circumstances” are events that neither we nor the suppliers of any service(s) in question could, even with all due care, foresee or avoid and include, without limitation; war (whether actual or threatened), civil unrest, riot, strife, terrorist activity and/or its consequences or the threat of such activity,

infectious disease, epidemics and pandemics and government measures to combat such outbreaks, riot, the act of any government or other national or local authority or the act of any airport, port or river authorities, unforeseeable technical problems with transport, airport, port or airspace closure restriction or congestion; flight or other travel restrictions imposed by any government, regulatory authority or other third party; industrial dispute, sanctions, natural or nuclear disaster, fire, flood, adverse weather conditions, volcanic eruption, chemical or biological disaster and all similar events outside our or the concerned supplier's control.

## **6. If You Change Your Booking**

If, after our Booking Confirmation has been issued, you wish to change your travel arrangements in any way, for example, your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the lead name or your travel agent. You will be asked to pay an administration charge of £40, and any further costs that we incur in making any possible alterations (including those charged by third party suppliers who provide the component parts of your booking). 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. Note: Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of those arrangements.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing at least 7 days before departure provided that the new lead passenger accepts the transfer and these booking conditions. Both you and the new traveller are responsible for paying all the costs we incur in making the transfer. Please bear in mind that certain airlines and other transport providers treat changes as a cancellation and charge accordingly, up to 100% of the cost for that part of the arrangement. Where applicable these charges will be passed on to you.

## **7. If We Cancel Your Booking**

We reserve the right to cancel your booking. We will not cancel less than 4 weeks before the departure date specified in your Booking Confirmation, except for unavoidable and extraordinary circumstances (as defined in clause 5), or failure by you to pay the deposit and/or final balance, (or any other amounts that become payable in respect of your booking), or because the minimum number required for the package to go ahead hasn't been reached. The minimum number required will be provided to you in the Trip Notes. If the minimum number had been reached but we experience late cancellations by other participants which means that the minimum number is no longer met, we reserve the right to cancel a tour up to, and including, 20 days before departure date as specified in your Booking Confirmation.

If your booking is cancelled you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we are able to offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you, we will:

1. Provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

2. Pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (as defined in clause 5). Where notified before the balance date, no compensation will be paid. Where notified between the balance due date and 14 days before departure date (inclusive), £20 will be paid to you. Where notified between 13 days and the date of departure (inclusive), £30 will be paid to you. Any children not paying the full adult fare will receive 50% of these amounts. This does not preclude you from claiming more if you are legally entitled to do so.

## **8. If We Change Your Booking**

### **(a) Changes to the price**

We can change your holiday price after you've booked, only in certain circumstances such as:

1. Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.
2. If any changes in the price of your booking results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid.  
Should you decide to cancel: 1) you must do so within the time period shown on your final invoice 2) We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. 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.

### **(b) Changes other than the price**

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include (without limitation) alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, and/or changes of carriers.

If we are forced by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

- I. We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and

respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

II. If you choose to accept a refund:

1. we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
2. we will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances (as defined in clause 5). Where notified before the balance date, no compensation will be paid. Where notified between the balance due date and 14 days before departure date (inclusive), £20 will be paid to you. Where notified between 13 days and the date of departure (inclusive), £30 will be paid to you. Any children not paying the full adult fare will receive 50% of these amounts. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

## **9. Our Liability to You**

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with these booking conditions, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to (i) you or another member of your party; and/or (ii) a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; and/or (iii) unavoidable and extraordinary circumstances (as defined in clause 5); and/or (iv) if you or another member of your party is found to have put themselves at risk, been negligent, been under the influence of alcohol or any other substances or behaved in a reckless manner; and/or (v) the criminal acts of suppliers and/or their employees, sub-contractors or agents.

Our liability to you, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to the following:

1. You agree that any transport company's (or other supplier's) own 'Conditions of Carriage' will apply to you on any journey by road, rail, sea or air. When arranging this transportation for you, we rely on the terms and conditions contained within those 'Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as with the transport company. You can ask us or the travel agent booking your holiday to provide you with a copy of any of the conditions applicable to your journey. The airline's terms and conditions are available on request. We will tell you the identity of the air carrier when you book with us and if it is not known at that time or subsequently changes we will inform you as soon as possible and no later than at check-in for your flight; and
2. Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation

can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

**Adventure Travel Warning:** 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 or receive, 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. Pro-rata refunds will be given for services not utilised wherever possible. Please note that the timings of air, sea, road or rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time.

By confirming your booking you accept that the Company's tour leaders 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 any and all additional costs incurred.

If you are joining a guided 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 Booking 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. If you are travelling on a Land Only basis or on a Self-Guided holiday, Exodus' responsibility commences with the start of the first service listed on Booking your Confirmation.

Please be assured that our service providers will always do the utmost to ensure your safety and well-being when on tour. On certain tours our local service providers may on day 1 of the tour ask you to sign an 'Acceptance of Risk' form prior to accepting your participation on that element of the tour. Where this is the case details are outlined in the Trip Notes and you may request a copy of the applicable form by contacting us.

You can ask for copies of the travel service contractual terms, or the international conventions, from our office at: Exodus Travels Ltd., Platinum House, St Marks Hill, Surbiton, Surrey, KT6 4BH. Under UK law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at UK and EU airports and available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking

conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for as long as is reasonably necessary and, in any event, up to a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

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.

Note: this entire clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday for which liability rests with the excursion provider and not us.

#### **10. ABTA**

We are a Member of ABTA, membership number Y0751 . We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com) or contacting ABTA at 30 Park Street London SE1 9EQ.

#### **11. Complaints and Assistance**

If you have a complaint about any of the services included in your holiday and/or need assistance whilst away, you must inform our local office or your tour leader and email our Customer Services team using [CustomerServices@exodus.co.uk](mailto:CustomerServices@exodus.co.uk) or by contacting our out of hours number (which will be notified to you in your final documentation) without undue delay.

If it is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at [CustomerServices@exodus.co.uk](mailto:CustomerServices@exodus.co.uk) or by writing to Customer Services, Exodus Travels Ltd., Platinum House, St Marks Hill, Surbiton, Surrey, KT6 4BH, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint in resort we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. Please also see clause 10 above on ABTA.

#### **12. Additional assistance**

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

#### **13. Passport, Visa, Health, Travel and Immigration Requirements**

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

Please note that for some trips we need to request special permits, and as such we will require your passport details prior to accepting your booking. Furthermore, if you renew your passport after you have booked, you may be required to take your old passport with you to maintain the validity of the permit.

We are able to advise on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least 2 months prior to travel for the latest health requirements, recommendations for your destination and any costs. You should check this information at least 2 months before departure and again within 14 days of travel. Notwithstanding this, such health requirements remain your responsibility to check and monitor at all times prior to departure and during your holiday. Where you do not check and/or requirements change and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

When assessing whether holidays will operate we use information from our local offices in conjunction with advice from the UK Foreign, Commonwealth & Development Office (FCDO) and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies. For more information, please visit our Travel Safety Advice page [www.exodus.co.uk/travel-safety-advice](http://www.exodus.co.uk/travel-safety-advice) and the government websites at [www.gov.uk/travelaware](http://www.gov.uk/travelaware) and [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) for your destination country.

Laws and customs of the country/ies you visit can be very different to those in the UK. Be aware of your actions to ensure that they do not offend, especially if you intend to visit religious areas. There may be serious penalties for doing something that might not be illegal or may otherwise be tolerated in the UK. It is your responsibility to familiarise yourself with, and respect local laws and customs, and you are strongly advised to check with the appropriate embassy, consulate or British and Commonwealth Office or <https://www.gov.uk/foreign-travel-advice> for further information regarding local laws and customs of the country/ies you plan to visit.

#### **14. Conduct**

We reserve the right to refuse to accept you as a customer or continue dealing with you if we, or another person in authority, believe your behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put any other traveller or our staff or agents in the UK or resort in any risk or danger, on the telephone, in writing or in person.

If you commit any illegal act when on the holiday or if in our reasonable opinion or the reasonable opinion of the leader or another person in authority your behaviour is disruptive, threatening or abusive, causes unnecessary inconvenience, impacts on 'other passengers' enjoyment of the holiday or is causing or likely to cause damage to property, danger, distress or

upset, disturbance or annoyance to others or puts any other traveller or our staff in any risk or danger, on the telephone, in writing or in person, we may terminate your travel arrangements without any liability on our part.

Please note that you must wear a seatbelt if one is fitted in the seat and it is your responsibility to ensure that you are wearing a seatbelt at all times during road journeys. If you are travelling with children it is your responsibility to ensure that they are properly wearing a seatbelt and if you suffer from any condition that means you are medically exempt from wearing a seatbelt you must advise us at the time of booking.

On an active group holiday, it is necessary that you abide by the authority of the leader, who represents the Company, and is there to ensure the safety of you and the whole group. All customers are required to follow the leader's instructions and advice with regards to any safety measures expected of our customers. This includes, but is not limited to, following instructions during activities.

If the Captain of your flight or cruise ship, or any other third party supplier, or any of our resort staff or agents believes that you could be disruptive or that you are suffering from a contagious disease, they can also refuse to let you proceed with your travel arrangements, restrict your movements on board, disembark you from a ship or aircraft, or remove you from your accommodation or excursion.

If you are disruptive and prevented from boarding your outbound flight from the departure destination, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges (see section 5). If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. We will not be liable for any refund, or compensation or any costs or expenses you incur.

If you are refused carriage because of your behaviour, or you are under the influence of alcohol or drugs, your airline may pass on your details and date of the refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets. In any of these circumstances no refunds or compensation will be paid to you.

As a result of your behaviour during any stage of your holiday including on an aircraft, transfer, in any accommodation, cruise or excursion, we reserve the right to make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result, including but not limited to (i) cleaning, repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting the aircraft or cruise for the purpose of removing you. Criminal proceedings may also be instigated.

For the purposes of this section reference to "you" or "your" includes any other person in your party.

## **15. Data Protection**

We will use and process your data in accordance with our privacy policy which can be found here [www.exodus.co.uk/privacy-policy](http://www.exodus.co.uk/privacy-policy)

## **16. Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book,

your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

### **17. Travel Agents**

All monies you pay to the travel agent for flight inclusive product are held by them on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by them, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by them on our behalf at all times.

### **18. Trip Notes**

If we issue detailed Trip Notes for your booking, these Trip Notes and all the information contained therein will be deemed to be part of the contract. Trip Notes are available from our website or by post from Exodus Travels, Platinum House, St Marks Hill, Surbiton, Surrey, KT6 4BH, and contain up-to-date definitive information about the itinerary and travel arrangements. Should there be a discrepancy between the information in the brochure or website and the Trip Notes, the information in the Trip Notes supersedes that in the brochure or on the website and will be considered the most up-to-date and accurate.

### **19. Law and jurisdiction**

This booking is governed by English Law, and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

### **20. Authorisation to Use Photographs and/or Audio-Visual:**

The Company may use, reproduce, and/or publish photographs and/or video that may pertain to me – including my image, likeness, and/or voice without compensation. I understand that this material may be used in brochures, e-mails, and online to promote Exodus and its product offerings.

**Links to current and previous versions of the Exodus Booking Conditions here:**

[Current Exodus Booking Conditions](#)

**Booking conditions for all bookings made on or after 1st January 2024 and up to and including 23rd September 2024. [Click here.](#)**

**Booking conditions for all bookings made on or after 25th May 2023 and up to and including 31st December 2023. [Click Here.](#)**

**Booking conditions for all bookings made on or after 1st April 2022 and up to and including 24th May 2023. [Click Here.](#)**

**If your trip was booked prior to 1st April 2022 and you require your booking conditions please [contact us.](#)**

[Back to top](#)

**Tour Operator – Bonds and Licences:**

Exodus is fully licenced and bonded as a tour operator. We hold Air Travel Organisers Licence (ATOL) number 2582 issued and bonded with the Civil Aviation Authority (CAA). We are also bonded to the International Air Transport Association (IATA) and we are members of Federation of Tour Operators (FTO) and ABTA – The Travel Association. This means you can book your Exodus holiday with confidence, as all monies paid to us for your trip are fully protected.

**Exodus Membership details:**

**ATOL (Air Travel Organisers Licence):** 2582

**ABTA – The Travel Association; Licence number:** Y 0751

**IATA (International Air Transport Association) Licence number:** 91239702

**Company Registration Details**

Registered Office: Exodus Travels Ltd., Platinum House, St Marks Hill, Surbiton, Surrey, KT6 4BH Registered in England & Wales 1150160. A member of the Travelopia Group of companies.

- a. Tours designated as family adventures are available only to those parties travelling with at least one child under the age of 18 at the time of travel.
- b. You will need to produce a signed copy of the Conditions of Carriage once onboard a Polar holiday or Voyage; agreeing to the Conditions of Carriage is required to enable Exodus to fulfil your booking.