Challenge Registration Agreement

The terms and conditions set out below form the basis of your relationship with Discover Adventure Limited ("DAL") of Throope Down House, Blandford Road, Coombe Bissett, Salisbury, Wiltshire, SP5 4LN and the Charity for whom you have chosen to raise funds ("the Charity"). Please read them carefully as they set out each party's respective rights and obligations. All bookings are subject to the following terms and conditions.

Background
DAL facilitates the raising of funds for charities by providing adventure trips. Persons wishing to raise monies for the charities concerned must commit to raise the fundraising target applicable for their chosen trip. The cost of the trip is paid to DAL out of the sponsorship monies raised and the remaining sponsorship monies are kept by the charity concerned as a donation.

All parties agree the following:
Definitions
1. In this Agreement, the following words shall have the following meanings unless the context otherwise requires:-
(i) "this Agreement" means this Agreement including all schedules, appendices, amendments and additions.
(ii) "the Trip" means the inclusive arrangements, flights, accommodation, vehicle hire and all other products and services provided by DAL pursuant to this Agreement.
(iii) "the Organiser" means the organiser as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992 (Statutory Instrument 1992 No. 3288) and any amendment or re-enactment of the same and all other legislation implementing the EC Directive on Package Travel, Package Holidays and Package Tours (Council Directive 90/314/EEC).
(iv) "the Registration Fee" means the registration fee payable to DAL for the Trip. This is payable in addition to the Fundraising Target.
(v) "the Fundraising Target" means the amount of money that you have committed to raise as a donation to your chosen charity
(vi) "Basic Trip Cost" means the cost of the Trip payable to DAL as advised at the time of booking (excluding any Airline Fuel Supplement and insurance premiums).
(vii) "Airline Fuel Supplement" means the amount of any fuel supplement payable to the airline(s) operating the flights which form part of the Trip and which you are advised at the time of booking does not form part of the Basic Trip Cost.
(viii) "Surcharge" means any surcharge payable in accordance with clause 11 of section B of these booking conditions.
(ix) "Total Trip Cost" means the total amount payable to DAL in respect of the Trip including the Registration Fee, the Basic Trip Cost, any Airline Fuel Supplement and any Surcharge but excluding any costs and charges payable in the event of cancellation or amendment by you.
(x) "you" and "your" means the participant named on DAL's registration form.

Section A
Who organises the Trip?
1. DAL is the Organiser of the Trip. Your contract for the Trip is with DAL. Please note DAL's responsibilities are limited to the provision of the Trip in accordance with this Agreement. Except in relation to monies paid to the Charity and held by them on DAL's behalf in accordance with clause 2.4, DAL has no responsibility for any payments made to the Charity or for any act(s) or omission(s) of the Charity.

What is the Payment Timetable?
2.1 (i) You must pay the Registration Fee direct to DAL at the time of booking.
(ii) You must pay sufficient funds from the Fundraising Target to cover the Basic Trip cost direct to the Charity no less than 10 weeks prior to the commencement of the Trip.
(iii) The Charity shall pay the Basic Trip Cost to DAL no less than 8 weeks prior to the commencement of the Trip provided the Charity has received sufficient amounts to cover the Trip Cost from you.
(iv) If you wish to pay the Basic Trip Cost yourself (as opposed to this being paid for by the Charity out of the Fundraising Target) you can pay in full or make payments by instalments with prior consent from DAL. The Total Trip Cost must be paid directly to DAL no less than 8 weeks prior to the commencement of the Trip.
(v) You must pay any Airline Fuel Supplement to DAL, if applicable, when requested (usually approximately 8 weeks but no earlier than 10 weeks prior to departure)
(vi) You must pay any Surcharge to DAL or the Charity in accordance with clause 11 of section B.

2.2 If you wish to purchase the insurance offered by DAL all applicable premiums must be paid as soon as possible as cover is not effective until these have been paid. Please see clause 8.

2.3 Credit Card payments: No credit card fee will be charged when paying the Registration Fee. A fee of 2% will be charged on all other credit card payments made to DAL Credit card charges on payments made to the Charity are at the discretion of the Charity.

2.4 For flight and non flight inclusive bookings, all monies paid to the Charity (if any) up to the full amount of the Basic Trip Cost will be held on DAL's behalf until they are paid to DAL or refunded to you. Please note: this clause only applies to monies paid to the Charity up to the full amount of the Basic Trip Cost. Monies paid to the Charity over and above the Basic Trip Cost are a donation to the Charity and belong to the Charity.

What happens if I fail to pay all monies on time?
3.1 If DAL or the Charity (as applicable) do not receive all payments due from you (including any surcharge where applicable) in full and on time, your place on the trip will no longer be guaranteed; further surcharges may be applicable. DAL will be entitled to keep the Registration Fee paid or due at that date. If you intend to cancel but have not notified DAL in writing of your intent to

cancel by this date, you must pay the cancellation and any administration charges detailed in clause 14 depending on the date DAL reasonably treats your booking as cancelled.

3.2 You will be liable for all costs incurred by DAL in order to collect any monies due.

What are your responsibilities?
4.1 You must not do anything or fail to do anything which is reasonably likely to bring the Charity and/or DAL into disrepute whether before during or after the Trip.

4.2 You must ensure that all information you give DAL and/or the Charity including all information provided on DAL's registration and insurance forms and medical questionnaire is complete, true and accurate. If you fail to do so, DAL and/or the Charity shall be entitled to cancel your booking and DAL shall be entitled to keep the Registration Fee you have paid. Depending on the date when DAL and/or the Charity discover that you have failed to comply with the provisions of this clause DAL will also be entitled to charge the cancellation fees set out in clause 14. See also section headed "DAL's Liability."

What happens to the information I provide?
5. Where necessary DAL provides the personal information given by you to the various suppliers who provide each element of the Trip (for example airlines). DAL also provides this information to other bodies such as credit card and insurance companies who need to know them in order that payments can be processed and cover provided (where applicable). Personal information shall also be provided to the Charity for whom you are raising funds. DAL will also use your personal details in order to send you further information regarding DAL (for example DAL's brochure). If you do not wish DAL to use your details in this way, please let them know.

Section B
How do I Book?
1.1 You must complete and sign DAL's registration form and return with the appropriate payment as set out in Section A at the time of booking. Your completed medical questionnaire and appropriate insurance form should be returned within 10 days of receiving your information pack. You must be at least 18 when the booking is made for all trips except if you are a minor of 14 plus years and a parent or guardian is accompanying you on a child friendly challenge. (See 1.3)

1.2 We will not accept any registration form without the appropriate payment as a confirmed booking. In this situation DAL will not issue you with a confirmation invoice and your booking will be considered cancelled. DAL and the charity will have no further liability towards you.

1.3 Child Participants
There are several departures designated by DAL as suitable for children of 14 years and over provided they are accompanied by a parent or legal guardian. The parent to child ratio is 1:1; all members of the family must book at the same time. By signing the Booking Form as a parent or guardian on behalf of an under-18, you agree to accept these conditions on behalf of the child, and are responsible for ensuring all information supplied is correct. Parents are responsible for the behaviour of under-18s at all times on the Trip. Should a child be unable to complete the Trip, the parent must abide by the instructions of the DAL Leader and accompany the child if deemed necessary by DAL.

When will the Trip be Confirmed?
2. Once DAL has received your registration and medical questionnaire and all appropriate payments, DAL will, subject to availability, confirm the Trip by issuing a booking confirmation letter. Please check this carefully as soon as you receive it. You must contact DAL immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

When does my contract for the Trip come into existence?
3. A binding contract between you and DAL comes into existence when DAL despatches its confirmation letter to you. You agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between you and DAL (except as set out below). You also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between you and DAL must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between you and DAL governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

What about Minimum Numbers?
4. Please note that each Trip has a minimum number of participants required for its operation. As a result DAL reserves the right to cancel a specific departure due to insufficient numbers up to 56 days prior to departure. In the circumstances you will be offered an alternative trip (which may involve an additional payment) or a complete refund (see options 5b and 5c under "Itinerary" below).

Itinerary
5. DAL starts planning the trips it offers many months in advance. Occasionally, DAL has to make changes to planned trips both before and after bookings have been confirmed. Whilst DAL always endeavours to avoid changes and cancellations, DAL must reserve the right to do so.

Most changes are minor. Occasionally, DAL has to make a “significant change”. A significant change is a change made before departure which, taking account of the information you give DAL at the time of booking and which DAL can reasonably be expected to know as the Organiser, DAL can reasonably expect to have a major affect on the Trip. Significant changes are likely to include the following changes when made before departure; a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours, a change of UK departure point to one which is more inconvenient for you and, in the case of tours, a significant change of itinerary missing out one or more major destinations substantially or altogether.
If DAL has to make a significant change or cancellation, DAL will tell you as soon as possible. If there is time to do so before departure, DAL will offer you the choice of the following options:-

(a) (for significant changes) accepting the changed arrangements
(b) purchasing an alternative trip from DAL, of a similar standard to that originally booked if available. DAL will offer you at least one alternative trip of equivalent or higher standard which will not cost any more than the Total Trip Cost. If this trip is in fact cheaper than the original one, DAL will refund the price difference to you (if you have paid the Total Trip Cost to DAL directly yourself) or the Charity (if DAL have received the Basic Trip Cost from the Charity). If you do not wish to accept the trip DAL specifically offers you, you may choose any of DAL’s other then available trips. The price of these may be higher or lower than the Trip and will be payable.
(c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies (including the Registration Fee) you have paid directly to DAL. Please note: where the Charity has paid the Basic Trip Cost to DAL, DAL will refund that Basic Trip Cost to the Charity (See “Refunds and Compensation” below.)

Please note, the above options are not available where any change made is a minor one.

If DAL has to make a significant change or cancellation, DAL will as a minimum where compensation is due pay you reasonable compensation payments depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions:-

Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where DAL are forced to make a change or cancellation as a result of unusual and unforeseeable circumstances beyond DAL’s control, the consequences of which DAL could not have avoided even with all due care or where DAL is forced to cancel due to the minimum number of participants required for the Trip not being reached.

No compensation will be payable and the above options will not be available if DAL cancels as a result of your failure to comply with any requirement of these booking conditions entitling DAL or the Charity to cancel (such as paying on time) or if the change made is a minor one.

A minor change is any change which, taking account of the information you have given DAL at the time of booking or which DAL can reasonably be expected to know as the Organiser, DAL could not reasonably expect to have a significant effect on the Trip.

Very rarely, DAL may be forced by "force majeure" (see “DAL’s Liability” below) to change or terminate the Trip after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, DAL regret it will be unable to make any refunds (unless it obtains any refunds from its suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

Challenge Participation and Responsibility
6. The Trip may involve hazards which are inherent to the activities involved in it. These inherent hazards increase the risk to participants of personal injury, death, illness, and/or loss or damage to property. By making your booking with DAL you acknowledge and accept the inherent hazards involved in the Trip. Except as set out in this Agreement, DAL cannot accept any liability for any personal injury, death, illness, loss or damage to property or any other loss or damage you incur as a result of your participation in the Trip. Any safety equipment supplied must be worn correctly at all times. Your cycling helmet should be worn at all times when you are cycling.

What about Flight Delays?
7. DAL regrets it is not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline concerned may however provide refreshments etc. DAL cannot accept liability for any delay which is due to any of the reasons set out in “DAL’s liability” (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time).

Do I need Travel Insurance?
8. Travel insurance, including cover for baggage, is mandatory for all clients whilst on a tour organised by the DAL. Other than liability arising from negligence in respect of death or personal injury caused by DAL or its staff, you travel, together with your personal property including baggage, solely at your own risk at all times. You are wholly responsible for arranging your own insurance and if you join the tour without adequate insurance you may not be permitted to continue, with no right of refund.

If you choose not to take out DAL’s specially arranged Travel/Cancellation insurance you are responsible for ensuring that you have adequate private travel insurance, with protection for the full duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment. If you make your own arrangements you should ensure that there are no exclusion clauses limiting protection for the type of activities included in the tour. You are responsible for providing proof of this cover to DAL; failure to do so by its deadline may result in DAL charging you for its insurance.

You must satisfy yourself that any travel insurance arranged through DAL meets your requirements and you should arrange supplementary insurance if need be. You are responsible for notifying DAL if you have not received insurance documentation

after DAL has taken payment. Any claims concerning matters for which you are required to be or are insured must be directed to your insurers. You will be deemed to have read the insurance cover. All participants are personally responsible for informing insurance companies of any pre-existing conditions.

Do you require Medical Details?
9. DAL requires a completed medical questionnaire from each participant. If you are aged over 65 years of age or if you have any medical condition that could be adversely affected by exercise, particularly a heart condition or asthma, you must provide DAL with a signed medical questionnaire and further information as necessary from your doctor. See also Section A clause 4.2 above.

What if I have a Complaint?
10. Should you have a complaint about any part of the Trip, you must tell both the relevant supplier and the tour leader at the time. It is only if DAL and the relevant supplier know about problems that there will be the opportunity to put things right. Any complaints must be communicated to the tour leader in writing immediately while on tour and to the office no later than 28 days after the return of the tour.

Will the Price of the Trip Increase?
11. DAL reserves the right to make changes to and correct errors in advertised prices at any time before your trip is confirmed. DAL will advise you of any error of which DAL are aware and of the then applicable price at the time of booking.

Please note, there may be an Airline Fuel Supplement payable in addition to the Basic Trip Cost where your Trip includes flights organised by DAL. Due to their fluctuating nature, fuel supplements payable to the airline(s) operating your flights as advised at the time of booking are not included in the Basic Trip Cost, but are payable in full in the amount confirmed by the airline approximately 6 – 8 weeks prior to commencement of the Trip. The Airline Fuel Supplement is not a surcharge but is an amount which you agree to pay in addition to the Basic Trip Cost. The surcharge provisions set out below do not therefore apply to it.

Once the Basic Trip Cost has been confirmed at the time of booking, DAL will only increase it in the following circumstances. Price increases after booking will be passed on by way of a surcharge. A surcharge will be payable, subject to the conditions set out in this clause, if DAL's costs increase as a result of increases in transportation costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at airports or as a result of any changes in the exchange rates which have been used to calculate the Basic Trip Cost.

Even in the above cases, only if the amount of the increase in DAL's costs exceeds 2% of the Basic Trip Cost, will DAL levy a surcharge. If any such surcharge is greater than 10% of the Basic Trip Cost, you will be entitled to cancel your booking and receive a full refund of all payments you have made to DAL in respect of the Total Trip Cost. If DAL has received payments from the Charity in respect of the Total Trip Cost, these will be refunded to the Charity. Alternatively you can purchase another trip from DAL as referred to in clause 5 of section B "Itinerary" above. Insurance premiums, amendment and cancellation charges are not refundable.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another trip. If you do not tell DAL that you wish to do so within this period of time, DAL are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the Trip or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

DAL promises not to levy a surcharge within 30 days of the start of the Trip.

Please note, changes and errors occasionally occur. You must check the price of your chosen Trip at the time of booking.

The Basic Trip Cost is based on the exchange rate £1 = €1.22 and £1 = $1.65.

Equipment
12. Clients taking their own equipment including a bike on a trip are responsible for any charges for transportation levied by the airline including excess baggage.

Participants
13. DAL and/or the Charity reserve the right on reasonable grounds to refuse participation to anyone at any time without having to disclose the reason. Your entitlement to participate depends on our being satisfied that there are no circumstances under which DAL ought properly to decline your participation. DAL's decision on your participation shall be final and binding. DAL however will not exercise this right without having clear grounds to do so. In any circumstances where DAL decides that you may not participate, your Registration Fee and insurance premium will be refunded to you in full.

When you book with DAL, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against DAL (together with DAL's own and the other party's full legal costs) as a result of your actions.

What if I want to cancel?
14.1 If you wish to cancel, DAL must receive notice in writing from you. Effective date of cancellation will be taken from the date such notice is received. Cancellation fees after registration has been made are as follows, the percentages shown are of the Total Trip Cost excluding the Registration Fee which is not refundable in the event of cancellation. Amendment fees and insurance premiums are also not refundable in the event that you cancel.

Period before departure written notice of cancellation is received by us	Cancellation Charge
More than 56 days prior to departure	loss of Registration Fee and any administration charge only
56-29 days prior to departure	50%
28-15 days prior to departure	75%
14-0 days prior to departure	100%

If you have paid the Total Trip Cost directly to DAL
If you cancel your booking, the cancellation charges referred to above will apply. You will receive a refund of any monies paid by you directly to DAL relating to the Total Trip Cost after deduction of the cancellation charges set out above. Where you have agreed to pay the Basic Trip Cost by instalments there will be a £50 administration charge deducted from any refund made to you for cancellations more than 56 days prior to departure. Please also see Section A clause 3.1.

If the Charity has paid the Trip Cost to DAL
If you cancel your booking, the cancellation charges referred to above will apply. DAL shall refund to the Charity any monies relating to the Basic Trip Cost paid by it to DAL after deduction of the cancellation charges set out above. You agree that the Charity shall be entitled to keep any such refunded monies and shall not be obliged to pay them to you.

If cancellation occurs in circumstances where recovery of cancellation charges is indemnified under your travel insurance, you hereby agree that you will co-operate in the recovery of these charges from the insurers and any sums recovered under the policy will again be paid to the Charity.

With regards to any monies paid to the Charity over and above the Basic Trip Cost, no refund of these will be payable to you in the event of your cancellation of your booking as these monies were raised for charitable purposes.

14.2 Transferring your place to another Trip may be possible. You must make this request to DAL (and your Charity where applicable) in writing. More than 56 days before departure, DAL will endeavour to transfer your Registration Fee less £50 administration fee. Further charges may be deducted where costs exceeding this have been spent on your behalf and are irrecoverable by DAL. The Trip you transfer to must depart within 12 months of the Trip you transfer from and only one transfer is allowed per booking. You must immediately pay the difference to DAL if your new Trip has a higher Registration Fee; where this is lower, DAL will deduct any difference from the Trip Cost invoice to be paid by you or your Charity. You must accept and adhere to any differences in Trip Costs and Fundraising Targets, and sign a new Registration Form when requested. If your request to transfer is made 56 days or less prior to departure, DAL will be unable to transfer your Registration Fee and cancellation charges as above will be applicable.

What if I want to make amendments?
14.3 Should you wish to make any changes to your confirmed booking, you must notify DAL and the Charity in writing as soon as possible. Whilst DAL will endeavour to assist, DAL cannot guarantee it will be able to meet any such requests. Where DAL can, an amendment fee of £75 per person/per booking will be payable together with any costs incurred by DAL and any costs or charges incurred or imposed by any of DAL's suppliers.

Passport, Vaccinations and Visas
15. You are responsible for arranging, and must be in possession of, a valid passport and any visas and vaccination certificates required for the whole of your journey. Information given by DAL about these matters or related items (climate, clothing, baggage, personal gear etc) is given in good faith but requirements may change and you must check the up to date position in good time before departure. It is your responsibility to obtain any necessary vaccinations for your tour and to do so well before the departure date.

Registration Form
16. Signing your registration form or submitting your online booking form signifies your agreement to abide by the authority of the leader, who represents Discover Adventure Ltd. The decision of the leader as to the conduct, itinerary and objectives of the trip is final. If in the opinion of the leader, your behaviour or physical condition is detrimental to the safety, welfare and well-being of the group as a whole or that your general well-being will be put at risk by continuing with the Challenge, you may be asked to leave the trip without the right to any refund for unused services.

Your Financial Protection
17. When you buy an ATOL protected air package from DAL you will receive a booking confirmation letter confirming your arrangements and your protection under our Air Travel Organiser's Licence Number 5636. In the unlikely event of our insolvency the CAA will ensure that you are not left stranded abroad and will arrange to refund any money which has been paid to DAL for a Trip which has yet to depart. Not all trips or travel services offered and sold by DAL will be protected by the ATOL Scheme. For Trips that do not include flights from the UK DAL is fully bonded with AITO Trust Ltd for your financial protection. This arrangement means any money which has been paid to DAL for a Trip which has yet to depart will be refunded or you will be brought back to the UK (where your Trip includes return travel to the UK) if already abroad in the unlikely event of DAL being unable to provide your Trip due to DAL's insolvency.

DAL's Liability
18.1 DAL promises to make sure that the Trip arrangements DAL has agreed to make, perform or provide as applicable as part of its contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, DAL will accept responsibility if, for example, you suffer death or personal injury or your contracted trip arrangements

are not provided as promised or prove deficient as a result of the failure of DAL, DAL's employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted trip arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against DAL. In addition, DAL will only be responsible for what its employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work DAL had asked them to do (for agents and suppliers).

18.2 DAL will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -
- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- 'force majeure' as defined below

18.3 Please note, DAL cannot accept responsibility for any services which do not form part of its contract with you. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in DAL's brochure and DAL have not agreed to arrange them. In addition, regardless of any wording used by DAL on its website, in any of its brochures or elsewhere, DAL only promise to use reasonable skill and care as set out above and DAL does not have any greater or different liability to you.

18.4 The promises DAL make to you about the services it has agreed to provide or arrange as part of its contract with you - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable participant to refuse to take the trip in question.

18.5 As set out in these booking conditions DAL limits the maximum amount it may have to pay you for any claims you may make against it.
Where DAL is found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount DAL will have to pay you is £1,500 (fifteen hundred) per participant affected unless a lower limitation applies to your claim under this clause or sub-clause 18.6 below.

For all other claims which do not involve death or personal injury, if DAL are found liable to you on any basis the maximum amount it will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the participant(s) affected in total unless a lower limitation applies to your claim under clause sub-clause (6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from the Trip.

18.6 Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation DAL will have to pay you will be limited. The most DAL will have to pay you for that claim or that part of a claim if DAL are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or
unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens convention for international travel
by sea). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, DAL similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, DAL are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request.

18.7 Please note, DAL cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to DAL by you concerning your booking prior to DAL accepting it, DAL could not have foreseen you would suffer or incur if DAL breached our contract with you or (2) which did not result from any breach of contract or other fault by DAL or its employees or, where DAL are responsible for them, its suppliers. Additionally DAL cannot accept liability for any business losses.

18.8 You must provide DAL and its insurers with all assistance it may reasonably require. You must also tell DAL and the supplier concerned about your claim or complaint as set out under "What if I have a complaint?" If asked to do so, you must transfer to DAL or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with DAL and its insurers if DAL or its insurers want to enforce any rights which are transferred.

18.9 **Force Majeure**: Except where otherwise expressly stated in these booking conditions, DAL regrets it cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 18(1) above) as a result of "force majeure." In these Booking Conditions, "force majeure" means any event which DAL or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual

or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

Flights

19. The flight timings detailed in trip documentation are for general guidance only and are subject to change. The latest timings will be despatched to you approximately two weeks before departure. In most cases your tickets will be given to you at the airport. You must check flight details very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even within two weeks of departure – DAL will contact you as soon as possible if this occurs.

DAL is not always in a position to confirm the airline, aircraft type and airport of destination which will be used in connection with any flight included in your trip. When this information is provided at the time of booking or subsequently, it is subject to change. Any such change will not entitle you to cancel or change to other arrangements without paying DAL's normal charges.

Conditions of Suppliers

20. Many of the services which make up the Trip are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see "Liability" above). Copies of the relevant parts of these terms and conditions are available on request from DAL or the supplier concerned.

Special Requests

21. If you have any special request, you must advise DAL in writing at the time of booking. Although DAL will endeavour to pass any reasonable requests on to the relevant supplier, DAL regrets it cannot guarantee any request will be met unless DAL have specifically confirmed this. For your own protection, you should obtain confirmation in writing from DAL that your request will be complied with (where it is possible for DAL to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

DAL regrets it cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

Prices and Brochure Accuracy

22. Please note, the information and prices shown in DAL's brochure and other promotional material may have changed by the time you come to book the Trip. Whilst every effort is made to ensure accuracy, regrettably errors do occasionally occur. You must therefore ensure your information is up-to-date and accurate by checking all details of the Trip (including the price) with DAL at the time of booking. This brochure is DAL's sole responsibility. It is not issued on behalf of and does not commit any independent organisation/carriers whose services are featured in it.

Promotional Material

23. DAL reserves the right to use any photographs and images taken on a trip or trip-related occasion by its employees, or forwarded by any person on the trip or connected to the trip, in its brochure, on its website, in its social network marketing activities or for use in any other relevant promotional material.