

Terms and Conditions

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Please read these booking conditions carefully, they form an important part of the contract for your travel arrangements.

All programmes advertised in our brochures and on our website are operated by Real Travel Limited trading as Real Gap Experience and Inspired Breaks with company number **3977046** whose registered office is at TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley, West Sussex RH10 9QL (hereinafter called 'the Company' or 'we') and is a member of the TUI Travel PLC group of companies and a member of ABTA. All travel arrangements are sold subject to the following conditions ("Booking Conditions"):

1. Insurance.

Please Note: Adequate and valid travel insurance is compulsory for all customers and it is a condition of the Company accepting your booking that you agree you will have obtained adequate and valid travel insurance for your booking by the date of departure.

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 expenses, injury, death, repatriation, cancellation and curtailment and dependent relatives. You are required to carry proof of insurance with you and produce it if reasonably requested by Company employees or suppliers. You should ensure that you are covered for the complete duration of your travels and that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your travel arrangements.

2. Financial Security.

When you buy an ATOL protected air package or flight from us you will receive a confirmation invoice from us (or via our authorised agent through whom you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 6527. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund the flight costs you have paid to us for an advance booking.

For further information, visit the ATOL website at www.atol.org.uk.

The price of your programme 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.

The Package Travel, Package Holidays and Package Tours Regulations 1992 ("Package Travel Regulations") require us to provide security for the monies that you pay for the package programmes booked from our quotations and for your repatriation in the event of our insolvency.

For package bookings that do not include travel by air we provide this security by way of a bond held by ABTA.

If you book arrangements other than a package the financial protection referred to above does not apply.

We are a member of ABTA, membership number Y255X. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

3. Booking.

To make a booking you can contact us in several ways; directly over the telephone, via our Website, or through an approved Travel Agent. The person making the booking (hereinafter referred to as the 'Lead Name') must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party.

You will need to pay a deposit (which includes an administration charge) at the time of booking which for the majority of our programmes is 10% of the booking value or £199 / 235 € / \$US 329 / \$AUS 395 / \$CAD 329 / \$NZ395 (whichever is greater). If your chosen programme requires a different amount of deposit to be paid the programme information will contain the relevant details. Please see the section on 'Payment and Credit Card Charges' below for further details regarding payments and payment dates. Please note that depending on when you book, you may be required to pay the full balance of the travel arrangements at the time of booking, please see further below.

Upon receipt of your deposit/full payment, we will start to process your application. However, if you withdraw your application at any stage, as we will have already incurred costs in processing your application and looking for a placement, we regret that we cannot refund your deposit, as we need to cover our costs incurred on your behalf. We will, however, refund your deposit and any other fees paid to date, less the costs of any pre-placement training you have received, if we cannot locate a placement for you.

If we accept your booking, we will issue a confirmation invoice. A contract will exist between us from the date we issue the confirmation invoice or if you book within 7 days of departure the contract will exist when we accept your full payment. When you receive the confirmation invoice 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 because the name(s) shown in your passport differ from those on your ticket.

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 your placement or booking.

We will also provide you with access to an on-line account which will include (where applicable) written confirmation of your programme, a financial schedule which sets out the details of the amounts that you have paid us and informs you of the deadline for the balance of any outstanding payments in respect of your travel arrangements. With regards to programmes involving voluntary and/or paid work placements, we will inform you of the provisional location of your placement on booking. Dependent on which booking you have made, you may also be sent further forms to complete and return to us. We reserve the right to cancel or postpone your booking if you have not returned all the necessary completed forms to process your application within the required timeframes or do not make payment by the due dates. The final deadline for receipt of completed forms is 28 days before the start date of your programme or departure date whichever is earlier, where information is required earlier for any programme you will be notified at the time of confirmation.

Please note that by confirming your booking both parties recognise that you are not an employee of Real Travel Limited.

We believe that all statements made in our brochure, website and other marketing materials are factual and correct at the time they are made. Every reasonable effort has been made to describe the booking accurately and to provide the amenities described. We will advise you of any material changes known to us prior to your departure providing there is sufficient time to do so and we can contact you.

4. Payment and Credit Card Charges

With the exception of round the world or multi centre gap programmes, if you book 90 days or more before the start date of your programme or departure date whichever is earlier, you will need to pay a deposit at the time of booking as detailed above. We will invoice you for the remainder of the cost of your travel arrangements due before you travel and your confirmation invoice and online account will contain details of the due dates for further payments.

You must pay 100% of the costs of your travel arrangements at least 90 days before the start date of your programmes or departure whichever is the earlier. In respect of paid work and Internship programmes at the point that you accept your placement/ job offer we require full payment (which is non refundable) in order to complete your application.

Please note: With regards to round the world or multi centre gap programmes

- (a) If you book 141 days or more before the start date of your programme or departure date whichever is earlier you will need to pay a deposit at the time of booking as detailed above. We will then invoice you for the remainder of the cost of your travel arrangements due before you travel and your confirmation invoice and online account will contain details of the due dates for further payments.
- (b) You must pay 50% of the cost of your travel arrangements at least 140 days before the start date of your programme or departure date whichever is earlier and then 100% of the cost of your travel arrangements at least 60 days before the start date of your programme or departure date whichever is earlier.
- (c) If you book less than 90 days before the start date of your programme or departure date whichever is earlier you must pay 100% of the cost of your travel arrangements at the time of booking.

All payments made on a credit card (whether deposits, part payments or final balances) will be subject to a levy of 3% (inc VAT).

If the deposit and/or balance are not paid in time we will cancel your travel arrangements. If the balance is not paid in time, we shall retain your deposit.

5. Prices, Surcharging and Air Passenger Duty.

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices. Prices on our website are updated regularly. Before you make a booking we will give you the up-to-date price of your chosen programme including the cost of any peak-season supplements, upgrades or additional facilities which you have requested. Prices quoted are valid at the time of publication on 1st January 2012.

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure. Any changes in taxes, entry fees and/or charges that we collect at net cost on behalf of local and government bodies will be passed on to you in full or refunded to you in full (Net Cost Charges). We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums, Net Cost Charges and any amendment charges. 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 travel arrangements, you will have the option of accepting a change to another programme 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, except for any amendment charges.

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 you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date detailed in your online account. Should the price of your travel arrangements go down due to the changes mentioned above by more than 2% of the travel arrangements, 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.

Dates and itineraries shown for tours are indicative only and subject to change

Air Passenger Duty "APD" is included in the price of your booking/flight ticket. In view of the current volatility of world oil prices, a fuel supplement may be added to the price of the booking at the time the booking is made.

6. If you change or cancel your Booking

If, after our Confirmation Invoice has been issued, you wish to change your travel arrangements in any way, for example change to another programme or change departure date, we will try to make the change subject to availability but it may not always be possible. Any request for changes to be made must be in writing from the Lead Name and received by us 90 days or more before the start date of your programme or departure date whichever is earlier. You will be required to pay an amendment fee of £50 / 60 € / \$US 80 / \$CAD 80 / \$AUS 100 / \$NZ100 per booking (£100 for round the world or multi centre gap programmes) for each change and any further costs we incur in making this alteration (including without limitation to cover our administration costs and any costs imposed by any of our suppliers providing the component parts of the booking).

If the booking to which you transfer is more expensive than the one you originally booked, a further deposit may also be payable. Any alteration requested by you and received by us less than 90 days prior to the start date of your programme or departure date (whichever is the earlier) will be treated as a cancellation of the original booking and will be subject to cancellation charges.

Where you are unable to travel you can transfer your booking to another person provided you;

- a. notify us in writing at least 90 days before departure and;
- b. submit all original travel documents which you have received and the full name and address of the transferee;
- c. the transferee must fulfil any conditions that apply to the booking; and
- d. payment by you of an administrative charge of a minimum of £50 / 60 € / \$US 80 / \$CAD 80 / \$AUS 100 / \$NZ100 per person (£100 for round the world or multi centre gap programmes) plus payment of all costs charged or levied by those supplying your travel arrangements.

Both the transferor and transferee will be jointly and severally liable for payment of the price of the travel arrangements and other associated expenses. Some airline carriers treat name changes as cancellations. Accordingly you may be required to pay for the cost of a new ticket. NB You are not permitted to exchange your programme for another once it has started.

You, or any member of your party, may cancel your booking at any time providing that the cancellation is made by the Lead Name in writing. Notice of cancellation will be effective upon receipt of your written communication. As we start to incur costs from the time the contract is confirmed we will retain your deposit and in addition will apply other cancellation charges as shown below. Where written notification of the cancellation is received:

- 90 days or more prior to the start date of your programme or departure date whichever is earlier: loss of deposit plus a charge of 10% of the total value of the holiday cost, 100% of flight costs and any additional costs we have incurred
- less than 90 days prior to the start date of your programme or departure date whichever is earlier (or failure to join the programme): 100% of the cost of your travel arrangements (including without limitation 100% of flight costs).

The cancellation charges for paid work and internship programmes will be 100% of the programme cost once you have accepted your placement or job offer and paid the full balance.

Where you have booked a combination of two or more programmes under one booking, cancellation of your booking will be deemed to be cancellation of all programmes under that booking and cancellation fees will be charged against the total booking cost. Please note that in cases where you have already made changes or deferred the start date of your programme or departure date, cancellation fees will be applied with regard to the original start date of your programme or departure date as applicable.

Please note that for certain travel arrangements e.g. many scheduled transport providers, the cancellation charge may be higher than those shown. In certain cases 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 the travel arrangements. Please ask for full details of cancellation charges at time of booking. We strongly recommend you to take out insurance that includes cover against irrecoverable cancellation costs as if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim cancellation charges. Additionally, you will remain responsible for the full amount of your insurance premium and this will not be refunded in the event of your cancellation. You may however be able to transfer this cover to another programme. If you are travelling on a scheduled flight, we cannot give you any refund (if applicable) until we have received your old travel documents, including tickets.

All communications relating to this contract (in particular any requests to cancel or amend your programme arrangements) must be from the Lead Name in writing and in English and delivered by hand, fax, email or sent by recorded delivery post to Real Travel Limited, 1 Meadow Road, Tunbridge Wells, Kent TN1 2YG.

If once you have started your project you elect to leave, the cancellation charges set out in these Booking Conditions will apply and you will be required to complete a release form which confirms you are cancelling your contract with the company and are not entitled to claim a refund for any unused services.

7. If we change or cancel your Booking.

We reserve the right to cancel your booking or make changes to your booking (including without limitation to any of the facilities, services or prices described in our brochures or website). We will endeavour to advise you of any changes known at the time of booking.

Where you have booked a combination of two or more programmes under one booking, cancellation of your booking will be deemed to be cancellation of all programmes under that booking. Please note that in cases where you have already made changes or deferred the start date of your placement, cancellation fees will be applied with regard to the original start date of your placement.

We plan the arrangements for your booking many months in advance and may occasionally have to make changes, most of which are minor and we will advise you of them at the earliest possible date. Flight timings and carriers shown in the brochure are subject to change. A change of carrier will not be considered a major change. If a major change becomes necessary, we will advise you of the change as soon as reasonably possible if there is time before your programme start date or departure date whichever is earlier. Whether a change is 'major' depends on the nature of the trip and may include: alteration to the scheduled departure or return time of your flight by more than 12 hours (but not a flight delay); a change to a lower standard of accommodation; or a change of departure airport (excluding a change between London airports).

If we make a major change to your travel arrangements, you will have the choice of either:

- (a) accepting the change; or
- (b) accepting an offer of an alternative programme from us of equivalent or closely similar standard in the same destination or programme category if available (where the programme is sold as a package within the meaning of the Package Travel Regulations, we will refund any price difference if the alternative is of a lower value, however where the programme is not sold as a package within the meaning of the Package Travel Regulations, we will refund any price difference if the alternative is of a lower value and you will pay the price difference if the alternative is of a higher value); or
- (c) Cancelling your programme, in which case you will receive a full refund of all monies paid.

We may also have to cancel your travel arrangements, if for example the operation of the programme is dependent on a minimum number of persons booking and that number is not achieved, we reserve the

right to cancel the programme. However in no circumstances will we cancel your booking less than 4 weeks before the start date of your programme or departure date whichever is earlier except for reasons of consolidation due to minimum numbers not being attained, force majeure (as defined below), failure on your part to pay the final balance or complete all necessary forms, or for any other reason beyond our control.

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 incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed. 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. If we are forced to cancel your holiday after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

With regards to programmes sold as a package within the meaning of the Package Travel Regulations only, if we are forced to cancel your programme after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

With regards to programmes sold as a package within the meaning of the Package Travel Regulations only, where your travel arrangements are cancelled or are subject to a major change, except where such cancellation or major change arises from circumstances amounting to consolidation due to minimum numbers not being attained, force majeure or failure on your part to pay the final balance or complete all necessary forms, we will pay you, as a minimum, compensation as detailed below.

Period before departure when we notify you of a major change	Compensation per person
More than 55 days	Nil
Between 55 and 43 days before travel	£10.00
Between 42 and 28 days before travel	£20.00
Between 27 and 15 days before travel	£30.00
Between 14 days and the date of travel	£40.00

Circumstances amounting to "force majeure" including any event which is beyond our reasonable control or the reasonable control of the supplier of the service(s) in question, including without limitation war, threat of war, riot, civil strife, industrial dispute, actual or threatened terrorist activity and its consequences, natural or nuclear disaster, fire, acts of God, adverse weather conditions, flood, epidemic or pandemic illness and all similar events.

Where you have made a booking involving a volunteering schedule, there may be holidays, festivals and closures that can affect your volunteering schedule. These are often announced at the last minute and we will ensure that a suitable alternative is offered, where possible. If you have had no volunteering work for over one month (and this excludes time for holidays both at the placement and your own personal travel), and you have not been offered any alternative volunteering work, then we will refund a maximum of £250 / 290 € / \$US 400 / \$CAD 400 / \$AUS 400/ \$NZ500 per month you don't have work. If your placement is 28 days or under and you have had no volunteering work for one week (excluding time for holidays and personal travel), we will refund you at our standard weekly rate of £75 / 90 € / \$US 125 / \$CAD 125 / \$AUS125 / \$NZ150 up to a maximum of £250 / 290 € / \$US 400/\$CAD 400 / \$AUS 400 / \$NZ500. Volunteering work is offered and arranged as part of a placement in good faith but cannot be guaranteed due to circumstances outside the control of ourselves and your In Country Co-ordinator. Please note that any payment will take account of the proportion of your placement, which is reasonably affected by any problem for which we are responsible.

Where you have made a booking involving a paid work option, it should be noted that this does not guarantee a job. If you have not received an offer of a job placement within one month having met the criteria of our partners in country and been available for interview if required (this excludes time for holidays both at the placement and your own personal travel) then we will refund a maximum one off payment of £200 / 230 € / \$US 350 / \$CAD 350 /\$AUS330 / \$NZ400. Job placements are offered and

arranged based on your skill level as part of a placement in good faith but cannot be guaranteed due to circumstances outside the control of ourselves and your In Country Co-ordinator.

8. Our liability, conditions of carriage and limitations

Our obligations, and those of our suppliers providing any service or facility included in your programme, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your programme may involve. Sometimes these standards will be lower than those which would be expected in the UK. The services and facilities included in your booking will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements. Our liability in all cases will be limited in accordance with and/or in an identical manner to;

- (a) the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- (b) any relevant international convention as detailed below. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices Real Travel Limited, 1 Meadow Road, Tunbridge Wells, Kent TN1 2YG.

We shall have no liability where the cause of the failure to provide, or failure in, your travel arrangements or any death or personal injury you may suffer is not due to any fault on our part or that of our agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your programme and is unforeseeable or unavoidable, or is due to a force majeure event or unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our agents or suppliers could have foreseen or forestalled.

If any international convention applies to, or governs, any of the services or facilities included in the booking arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International conventions which may apply include, without limitation: in respect of international air travel, the Warsaw Convention 1929 (as amended) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these conventions or any other international conventions applicable to your travel arrangements. Other than as set out above, and as is detailed elsewhere in these Booking Conditions, we shall have no legal liability whatsoever to you for any loss or damage.

Under EU law, Regulation (EC) No. 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 of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your travel arrangement costs 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 will be deducted from this amount. If your airline does not comply with these rules you should complain to the Aviation Consumer Advocacy Panel on 020 7240 6061 www.caa.co.uk.

With regards to programmes sold as a package within the meaning of the Package Travel Regulations only, 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 injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider and not with us. We are not responsible for the provision of such activities or for anything that happens during the course of its provision by the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased locally your claim should be directed to the activity provider and not to us.

We may offer travel arrangements 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 programme, 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. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances.

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.

9. Air Carrier Liability for Passengers and their Baggage.

Flight Notice, Flight Information and EU Blacklist. This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of European Community legislation or the Montreal Convention, and it does not form part of the contract between the air carrier(s), us and you. No representation is made by the air carrier(s) or us as to the accuracy of the contents of this notice.

This information notice summarises the liability rules applied by European Community air carriers as required by European Community legislation and the Montreal Convention.

Compensation in the case of death or injury. There are no financial limits to the liability for passenger injury or death. For damages up to approximately 113,100 Special Drawing Rights ("SDRs") (approximately £112,100) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments. If a passenger is killed or injured, the air carrier must make an advanced payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximately £15,900).

Passenger delays. In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,694 SDRs (approximately £4,700).

Baggage delays. In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1131 SDRs (approximately £1,100).

Destruction, loss or damage to baggage. The air carrier is liable for destruction, loss or damage to baggage up to 1131 SDRs (approximately £1,100). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage. A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage. If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers. If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action. Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information. The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the European Community by Regulation (EC) No. 2027/97 (as amended by Regulation (EC) No. 889/2002) and national legislation of the Member States.

In accordance with EU Regulation (EC) No. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the European Community. The Community list is available for inspection at www.air-ban.europa.eu

In accordance with EU Regulation (EC) No. 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer if your booking includes flight(s). We do this by listing carriers to be used or likely to be used below.

- Adria Airways
- Aeroflot
- Aerolineas SOSA
- AeroSur
- Air China
- Air Europa
- Air France
- Air India
- Air Namibia
- Alitalia
- All Nippon
- American Airlines
- Austrian
- Avianca
- BA
- BMI
- Brussels Airlines
- Cathay Pacific
- China Eastern Airlines
- Continental
- Czech Airlines
- Delta
- Egypt Air
- Emirates
- Ethiopian Airlines
- Etihad
- Eva Airways
- Gulf Air
- Iberia
- Icelandair
- JAL
- Jet Airways
- Kenya Airways
- Kingfisher
- KLM
- Korean Air
- Lan Airlines
- LOT Polish Airlines
- Lufthansa
- Malaysia Airlines
- Malev
- Mexicana
- Northwest Airlines
- Olympic Airways
- Precision Air
- Qantas
- Qatar Airways
- Royal Air Maroc
- Royal Jordanian
- SAS
- Singapore Airlines
- South African Airways
- Sri Lanka Airways
- Swiss
- TACA
- Tam Airlines
- Tap Portugal
- Thai Airways
- Thompson (charters)
- Turkish Airlines
- Uzbekistan Airways
- Virgin Atlantic

The airline may use wide and narrow-body jets. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard. Some flights may need to stop en route. If we know about this in advance we will tell you. Flight times shown in the brochure, on the website and on your

booking confirmation are not guaranteed. Actual flight times are shown on your tickets. Flight times are local times based on the 24-hr system.

Please check with the airline regarding luggage allowance limits and the maximum allowable single item baggage weight. If you have a medical condition, serious illness, recently undergone surgery, or have suffered a recent accident, you must advise us and your airline and you may need to be cleared for travel by the airline which will involve obtaining a Fitness to Fly Certificate from your GP.

10. Complaints process.

We work with receiving partners in each of the destinations that we offer travel arrangements. They are responsible for representing us and offering you in-country support while you are on your programme. Please see the 'Buddy List and In-Country Support' section below and on your online account for further information.

If you have any complaint during your programme you must inform our in-country support team and the relevant supplier of the service immediately. If you are not satisfied with their action please contact our UK customer support team who will aim to resolve your complaint with our partners on your behalf. Failure on your part to notify us and our in-country partners will deprive us of the opportunity to investigate your complaint and to take appropriate action to put things right whilst you are on your programme and may affect your legal rights.

If you are not happy with the actions taken in response please follow this up with us within 28 days of the programme end date by writing to us at Real Travel Limited, 1 Meadow Road, Tunbridge Wells, Kent TN1 2YG, giving your booking reference and all other relevant information. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days.

We can usually sort out any complaints you may have, but if we cannot agree we can offer you an arbitration scheme for the resolution of disputes arising out of or in connection with this contract. The arbitration scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of personal injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within twelve months of the date of return from your programme. Outside this time limit arbitration under the scheme may still be available if we agree but the ABTA Code of Conduct does not require such agreement. For injury and illness claims, you can request the ABTA mediation procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com. Information regarding complaints may be shared with other tour operators.

11. Visa, Health, Passport, Travel Documentation.

Whilst we are able to provide basic advice to customers regarding passports and visa requirements, you should check with the appropriate Embassy, Consulate or British Foreign Office for the exact requirements for your chosen programme and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you purchase from us. If you fail to do so, 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. In some cases, countries will refuse entry to customers who have criminal records. Should you be concerned about this, please check with the Embassy or Consulate of the countries to which you are travelling. The Lead Name is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your passport office or the Consulate in question if you have any queries. Customers travelling overland to certain destinations may need to also pass through controls of other countries en-route so this should be allowed for with any passport/visa applications. When travelling to the US you must have the correct passport to travel on the Visa Waiver Programme or have obtained the correct visa, valid for your stay. Each person wishing to visit the US must have either; i) an e-passport (if your passport is issued after 26 October 2006), or a machine readable passport (containing a digital photograph) if your passport is issued after the 26 October 2005 and a Visa Waiver Form or ii) a valid passport and a valid visa which must be obtained before travel from the US authorities. If you are travelling to the USA the US

authorities require for passengers travelling under the Visa Waiver Programme to register for Electronic Travel Authority. For additional specifics about the VWP please consult the VWP information on the U.S. Embassy London website www.usembassy.org.uk. We recommend that you carry your ESTA approval with you when you travel and recommend you register at least 72 hours before departure. Please note: when you register for ESTA you must have a valid passport at the time of registration. If you have applied for a post dated passport (for example to reflect a change in name) this passport will not be valid until the effective date noted in the passport. Children and minors wanting to travel with a Visa Waiver form must hold their own Machine Readable Passport or e-passport.

Please note that the nationals of some countries can only travel to the US if they have a valid visa as they are not eligible for the Visa Waiver Programme. There is a \$14 fee per person charge which is payable by credit or debit card when applying. As announced by the US Customs and Border Protection, this fee will recover the costs incurred by the US Customs and Border Protection of providing and administering the ESTA system and is in addition to the mandatory \$10 travel promotion fee established by the Travel Promotion Act 2009. This is subject to change.

Many countries do not issue visas specifically for volunteers and where you are not undertaking paid work and are entering as a volunteer you will generally be advised to enter on a tourist visa. Please note that you must check with the relevant embassy prior to travel of the current requirements. If you undertake any paid work and do not have the correct work visa you may be asked to leave the country as a result. In these circumstances you will not be entitled to any refund or alternative placement from us.

We are able to offer advice 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 two months prior to travel for the latest health requirements, recommendations for your destination and any costs. Where you do not do so 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. Customers with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

When assessing whether a booking will go ahead we use information from our local offices in conjunction with advice from the British Foreign Office and other UK relevant government bodies, irrespective of your nationality. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies.

12. Privacy Policy.

The Company's Privacy Policy sets out what information we collect, how we collect it, and what we do with it.

Your information refers to information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including any information about other persons on your booking ("your information"). Your information is collected when you request information from us, contact us (and vice versa) or make a booking. You are responsible for ensuring that other members of your party are aware of the content of our Privacy Policy and consent to your acting on their behalf in all your dealings with us. We will update your information whenever we can to keep it current, accurate and complete. For the purpose of providing you with our services, including your flight, programme or insurance, etc., we may disclose your information outside the UK/EEA. In order for you to travel abroad, it may be **mandatory** (as required by government authorities at the point(s) of departure and/or destination) to disclose and process your information for immigration, border control, security and anti-terrorism purposes, or any other purposes which they determine appropriate. These requirements may differ depending on your destination and you are advised to check. Even if not mandatory, we may exercise our discretion to assist where appropriate. We may collect and use your information for the purposes set out in our registration with the Office of the Information Commissioner, and disclose the same to: our group companies for business purposes, and also to companies who act as "data processors" on our behalf, or to our service providers operating systems or business functions on our behalf, some of whom are outside the UK/EEA. These business purposes include administration, providing services (and contacting you where necessary), customer care, service quality, business management and operation, re-organisation/structuring/sale of our business (or our group companies), risk assessment, security, fraud and crime prevention/detection, research and analysis, marketing, monitoring, measuring and assessing customer purchasing preferences and trends, dispute resolution, credit checking and debt collection. Information (such as health or religion) may be considered "sensitive personal data" under the Data Protection Act 1998. We

collect it to cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data from you on the condition that we have your **positive consent**. By booking with us you also agree for your insurers, their agents and medical staff to disclose **relevant** information and sensitive personal data to us in circumstances where we need to act on your behalf or in the interest of everyone in the group you are travelling with, or in an emergency. By booking with us you also consent that we may provide the email address that you have supplied to us to other participants travelling on the same programme as you on the same dates.

If you do not agree to our use of your information as above, we cannot do business with you or accept your booking.

We may from time to time contact you with information on offers of goods and services, brochures, new products, forthcoming events or competitions from our holiday divisions and our group companies. Our websites will assume you agree to e-communications when you make a booking. You may indicate your preference regarding receiving third party direct marketing material. If do not wish to receive such information or would like to change your preference, please see below.

On completing our Data Subject Access Request form, you are entitled to a copy of the information we hold about you (for a £10 fee) and to correct any inaccuracies. You have the right to ask in writing not to receive direct marketing material from us. If available, you can amend your previous preference on our website(s), using our "unsubscribe e-mail" or refer to our literature containing instructions. Once properly notified by you, we will take steps to stop using your information in this way. For a list of our group companies or brands, please send us your request.

Please write to: Real Travel Limited, Legal Department, TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley, West Sussex, RH10 9QL.

Outside the European Economic Area (EEA), please note that controls on data protection in such countries may not be as strong as the legal requirements in this country.

If our contact and dealing with you is via our website(s), we may use "cookies". Cookies allow us to identify your computer but not you personally. You can set your web browser to refuse cookies. However, you may not be able to enjoy all the facilities or book via our website if you do so.

However, if you also receive our email marketing, we will tailor the information we send you unless to tell us not to. This means we may use information we hold and cookies to identify your individual web site search behaviour and preferences. This will enable us to send you more personalised and relevant communications. You will be given the opportunity on every communication to opt-out of this personalisation.

We collect information relating to customer trends and patterns and use cookies and software tools to measure site usage and related information. If you are making a purchase, we may also use cookies to keep track of the transaction from one web page to another.

Our website(s) may contain links to other sites not controlled by us. It is your responsibility to check the status of these sites.

To ensure that we carry out your instructions accurately, improve our service and for security, we may monitor and/or record: (1) telephone calls; (2) activities using CCTV in and around our premises; and (3) transactions and activities on our website. All recordings are and shall remain our sole property. We have taken all reasonable steps to have in place appropriate security measures to protect your information. Any changes to this Privacy Policy will be either posted on our website, brochure and/or made available on request.

Any likeness or image of you secured or taken on any of our travel arrangements, or any comments (written or verbal) you make during or in connection with your booking may be used by the Company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet. Such use may include mentioning your name, age and town / city / area of residence.

13. Behaviour.

A booking is accepted on the strict understanding that you undertake to comply with the laws, customs, foreign exchange, drug and all other regulations of any countries visited during the programme, as well as all hygiene, safety and security rules. In addition, many of our programmes have their own rules and behaviour guidelines, which are intended to ensure your safety and enjoyment of the programme. You will be advised of any specific programme rules either in your pre-departure information, or during your orientation.

If you commit any illegal act when on the programme or if in the reasonable opinion of the programme leader or our In Country Co-ordinator your behaviour is disruptive, threatening or abusive or is causing or likely to cause danger, upset distress or annoyance to others or damage property we may terminate your travel arrangements at any time without any liability on our part. Full cancellation charges will apply.

If the Captain of your flight or ferry or our In-Country Coordinator or representative believes that you could be disruptive, they can also refuse to let you proceed with your travel arrangements. If this means you are not allowed to board the flight outbound from the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges. If this occurs overseas then you will have to pay full cancellation charges and you will become responsible for your own return home and any other members of your group who cannot or will not travel without you.

In any of these circumstances no refunds or compensation will be paid to you and we will not meet any costs or expenses you may incur as a result of your programme being terminated. We may make a claim against you for any costs and expenses incurred as a result of your behaviour e.g. the cost of diverting an aircraft or ferry to remove you. Criminal proceedings may also be instigated.

If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the booking, you must advise us of this at the time of booking.

All volunteers are expected to adhere to our volunteer code of conduct found at section 21 and by agreeing to these Booking Conditions you also agree to adhere to our volunteer Code of Conduct. This covers, but is not limited to, respecting others' cultures and beliefs, working responsibly at your project, respecting the accommodation and avoiding drugs and illegal activities. In particular without limitation, the accommodation we arrange for you must only be used by those people named on your confirmation invoice. You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay, except damage caused by persons not known to you. These charges must be met by you and may have to be paid locally.

14. Trip Notes and online account

If we issue detailed trip notes and an online account for your booking, all information contained therein will be deemed to be part of the contract. Trip notes available from our website and your online account, 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/online account, the information in the trip notes/online account supersedes that in the brochure or on the website and will be considered the most up-to-date and accurate.

15. Special Requests

We will consider special requests such as vegetarian meals, high or low floor preferences in the accommodation, when you book. We will tell you whether there is a charge for the request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing.

16. Police/Criminal Record Check

When signing up to any project involving work with children, or vulnerable adults, you are agreeing to undergo an enhanced Police/Criminal Record Check to ensure your suitability for the placement and will be asked to complete a CRB disclosure application form (full details of this process and the application form will be provided to you). We reserve the right to delay, or postpone, your programme until the Police/Criminal Records check has been completed. Should you fail the Police/Criminal Records check for any reason, you must either amend your placement to a project that does not require a Police/Criminal Record Check or cancel your placement and the charges contained within the "if you change or cancel your booking" will apply.

17. Buddy Lists and In-Country Support.

By agreeing to our terms and conditions you consent that we may provide the email address that you have supplied to us to other participants travelling on the same programme as you on the same dates. Providing you with a buddy list enables you to communicate with other members of your group before departure should you wish to. We will remove your email address from the list only if we receive written instruction (by post or email) from you to do so. Please note, you will only be sent a Buddy List for specific group programmes.

We will offer you support in all countries in which we operate. A national In Country Co-ordinator or representative leads a team of support staff or works independently, depending on the country. You will receive their contact details no later than 7 days before your programme start date. In Country Co-ordinators are responsible for your in-country orientation, arranging and placing you at your project and arranging language lessons where included. They are there as a source of advice, support, to resolve any issues you may have with your programme and as a point of contact in the event of an emergency. They can help you to solve problems during your placement and if you need to return home, give you any assistance. They will be available during business hours under normal circumstances. In an emergency, they are available 24 hours a day 7 days a week and you will be provided with an emergency contact number to be used for genuine emergency purposes only.

NB: If you are unable to attend your orientation for any reason, we are not obliged to arrange further orientation for any that you missed.

18. Participation requirements

All customers are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen programme as described in this brochure. Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the booking. Customers aged 17 or under will be required to provide a written parental consent form before a booking will be confirmed. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the booking in which case all monies paid will be forfeit.

19. Flights & transfers

Unless you are booked onto one of our round the world or multi centre gap programmes, where flights are included, or unless otherwise specified in your programme information, it is your responsibility to arrange and pay for any flights, including any internal flights. We cannot be held responsible for any action, negligence, or event relating to the purchase, or operation of such flight tickets, or flights that you purchase. Furthermore, we will not be responsible for any costs, or refunds, due to changes, or delays in such flights.

Some programmes include a meet and greet /transfer service upon arrival. In the event this is not included in your chosen booking, you will have to cover the costs of making your way to the programme joining point.

20. Programme specifics

Where you are responsible for purchasing your own flights and transport you agree to advise us of flight arrival details and of any changes that may be made to your arrival details at the earliest possible opportunity. Should you arrive outside the agreed start date/time for your programme, or do not advise us of your correct arrival details including in the event of a flight delay whilst you are en-route, you may have to cover transfer costs.

The accommodation and board basis will be contained within individual programme details. It is your responsibility to advise us of any special dietary requirements. Please be aware that accommodation, food and facilities that you will be provided with will be of a local standard. Please note that you may be required to share a bathroom and/or bedroom.

21. Law & Jurisdiction

If you made your booking in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the Internet), this contract, and any other claim or dispute arising from or related to this contract, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it. If you made your booking in Scotland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Scottish law and the courts of Scotland shall have exclusive jurisdiction over any claim arising out of it. If you made your booking in Northern Ireland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it.

22. Volunteer Code of Conduct

This code of conduct sets out the standards of behaviour that is expected of volunteers, not only by the Company as a volunteer placement organisation, but also by the In-Country Coordinators, the homestay families and providers of accommodation and, most importantly, the projects that we work with.

The Company is fully committed to responsible volunteer travel and sustainable tourism. This code of conduct is designed to help you achieve the most out of your placement in a safe manner. It also ensures that the organisations and people we work with are treated with respect and that consideration is given to other cultural aspects during your placement.

Please note that breaches of the code of conduct may result in your placement being terminated without compensation.

General

You must:

- Listen to, and follow the advice or requests of your In-Country Coordinator;
- Understand that you are a representative of not only the Company but also your country of origin and act accordingly;
- Agree to a zero tolerance policy towards the possession and use of illegal substances. If you are found in possession of, or are under the influence of such substances, you will have your placement contract terminated immediately;
- Respect, and seek to understand, the culture of the country you are placed in. This involves being tolerant of the customs and behaviours of the local people (your coordinator can explain the cultural norms and advise you.);
- Follow your project rules; respect your family and local community regarding consumption of alcohol;
- Be aware of potentially different attitudes towards sexual relationships in the country which you are volunteering and understand the effect that any such relationship may have on individuals and the local community;
- Treat all people with respect and dignity;
- Dress appropriately at all times with regard to the culture you are living in;
- Not engage in political demonstrations or illegal activities;
- Understand that the project and accommodation booked and provided is non-changeable in country without the prior approval of both the In-Country Coordinator and the Company's UK office;
- Keep your In-Country Coordinator informed of your plans about trips and weekends;
- Consult your In-Country Coordinator outside normal working hours only for an emergency;
- Never call or text the UK Duty Officer Emergency Phone unless it is an emergency.

At the project

You must:

- Endeavour to maintain a positive mental attitude throughout your placement;
- Act as a conscientious member of the project team. You are relied on as a dedicated member of the team;
- Abide by all the rules of the project at which you are volunteering and respect other members of staff and your peers;

- Not accept payment of any kind for the volunteering work that you are doing;
- Work hard to achieve not only your own personal goals but also those of the project and the people and / or organisation that you are helping;
- Listen to, and follow, the instructions of your supervisor / contact at the project in addition to those of your In-Country Coordinator;
- Inform your supervisor / contact at the project if you are at any time unable to fulfill the duties to which you have committed;
- Treat with care all of the materials that you use during your placement;
- Contact the UK customer support team if you wish to extend your placement, which will include without limitation, arranging payment for additional accommodation costs and extension of the travel insurance policy that you have. It is not possible to extend your stay without official confirmation.

Accommodation

You must:

- Respect local custom and abide by the rules of the accommodation in which you are staying;
- Check with either the homestay family or owner of accommodation before inviting anybody to your room;
- Be aware that overnight visitors are not allowed;
- Respect the accommodation you are using and pay for any damage you may cause to the property;
- Keep your room clean and tidy;
- Not smoke in your accommodation unless the owner allows;
- Stay at the accommodation allocated to you;
- Settle any outstanding bills before leaving the accommodation;
- Pay your food/accommodation as soon as you arrive in country (where applicable);
- Be aware that there will be no refunds for food/accommodation if you decide to go on trips or leave early.