

## COLONIAL EXPEDITIONS TERMS & CONDITIONS

We do ask that you read our terms & conditions carefully as they govern the relationship between ourselves and yourself. In order for your reservation to be confirmed, you will need to confirm your acceptance of these terms & conditions of the Agreement which form the basis of your contract with Colonial Expeditions Limited of 207 Regent Street, London 1B 3HH, Registered Number 11556485 by signing and returning the Reservation Booking Form.

By requesting a confirmation of reservation, we are entitled to expect that you have read these terms and conditions and you agree thereto and that they be applied to the travel arrangements that we agree to make, provide or book for you as part of our contract with you. You also guarantee that you have the authority to accept on behalf of your party as a Company registered in England and Wales, these booking terms and conditions are governed by British Law.

### THE COST OF YOUR TRAVEL

Your Travel Price will be confirmed at the time you make your booking with us. We endeavour to ensure that the prices displayed on our website and in our brochures are up-to-date and accurate, however, due to the time between print and distribution, these could change. In the event that an incorrect price is displayed, we will notify you at the time of booking or within seven days of you making your booking or as soon as is reasonably possible. Both parties therefore have the right to cancel the booking if you do not wish to accept the correct price applicable to your reservation however this must be done within 7 days of receiving written notification. We reserve the right to change the cost of your booking should there be a change in transportation costs, including the cost of fuel dues, taxes or fees chargeable for services such as landing fees, embarkation and disembarkation fees as well as significant exchange rate fluctuations. We guarantee to absorb any fluctuations equivalent to 3% or less of the price of your travel arrangements. Should the price of your travel arrangements increase by 10% or more, you will have the right to cancel your travel arrangements and change to another holiday or receive a full refund of all monies paid. This must be done within 14 days of your final amended invoice.

### MINIMUM PARTICIPATION

Each Expedition may operate with a minimum number of participants. If we are forced to cancel any departure due to the minimum number of participants not being reached, you will have the option of transferring any payments made to a future/alternate departure or a full refund of all monies paid. We highly recommend that you do not incur any associated travel costs until confirmation of operation is received from ourselves which will not be less than four months prior to the advertised departure date. Colonial Expeditions Limited will not be held responsible for any additional costs incurred as a result of cancellation of Expeditions due to minimum participation numbers not being reached.

### INCLUDED

Our Expedition prices include charter flight, all applicable taxes and the additional services as described in the applicable Brochure. Prices reflected in this contract are based on current taxes and jet fuel costs. Rises in cost of tax and/or fuel could necessitate a supplemental charge. Any tips or gratuities not specifically mentioned as included in the total charter price will be at your discretion. Except for "major changes," as described below, no refund will be made for any accommodations or services included in the charter price which you voluntarily do not use.

### NOT INCLUDED

Please check your specific Expedition for items not included. Passport and visa charges, vaccinations, personal bar bills and mini bar, laundry charges, telephone charges as well as items consumed or undertaken away from the group (i.e. meals, transport and tours), excess baggage charges plus any other items not mentioned as included in the specific Expedition itinerary are excluded from your Travel Price.

### AIRCRAFT

Colonial Expeditions Limited also reserves the right to change the aircraft if it becomes unserviceable with a reasonable substitute of comparable capacity, withdraw an Expedition or any part of it, to make such alterations in the itinerary, to change the maximum

number of passengers, or with the Expedition inclusions as it deems necessary or desirable and to pass on to Expedition members any expenditures or losses caused by delays or events beyond its control. Minimum age for participation applies. Please inquire at the time of booking.

### VISAS

Each participant should have a passport that is valid for at least six months after the date of return from the Expedition or completion of travel arrangements. Depending upon your nationality, tour visas and/or entry permits may be required. Colonial Expeditions provides a visa processing concierge service; information and instructions for the procurement of required visas will be provided in your pre-tour documentation. Our service does not guarantee the issuance of visas or passports. Officials may request additional documentation and, in declining to issue a passport or visa, such officials may not disclose their reasoning. Failure to obtain visas and/or entry permits does not negate the terms and conditions. Any extra costs for rerouting participants without visas and/or entry permits will be the responsibility of the participant.

### HEALTH REQUIREMENTS

This is an active program, which requires you to make a realistic assessment of your health. All participants are expected to be in active good health, to enjoy travelling as part of a group, and to be ready to experience cultural differences with grace. Walking and climbing stairs are required in many hotels and airports, to board the aircraft, and as part of many excursions. Prior to travelling, we highly recommend visiting your personal physician for a check-up, so that you may discuss your ability to participate in this type of journey. Proof of yellow fever inoculation is required only if travelling from an endemic area. For the latest recommendations on specific health precautions for the areas you will visit, consult your physician and the Centers for Disease Control. Any physical condition requiring special attention, diet, or treatment should be reported in writing when the reservation is made. We will make reasonable efforts to accommodate participants with special needs; however, we cannot accommodate wheelchairs. If you require a slower pace, extra assistance, or the use of a cane or walking stick, arrangements will be made for private touring at each destination, if necessary, at the discretion of our Expedition staff. Any extra cost for such arrangements will be the responsibility of the participant. If you would like to forego some of the scheduled sightseeing to rejuvenate and relax, please feel free to do so at any time. Where an Expedition is accompanied by a Medical Doctor, who is an independent registered practitioner who is available to provide immediate but limited medical attention to Expedition guests should the need arise. The doctor carries his or her own indemnity insurance and carries a limited amount of medical supplies. Colonial Expeditions Limited is not responsible or liable for any advice or treatment that may be provided by the doctor or any failure on the behalf of the doctor to fully diagnose or treat any medical injury or condition which may arise or be identified during the course of the Expedition. Our on-board doctors may be prohibited from providing medical services in the United States or its territorial waters in which case they will assist in arranging local medical services. You remain responsible for all charges that result from visiting a medical facility or medical practitioner, other than the Expedition Doctor and Colonial Expeditions Limited is not responsible for the quality or type of medical care you may receive.

### GUESTS NEEDING SPECIAL ASSISTANCE

Colonial Expeditions Limited welcomes participants with disabilities or special needs, however, due to the nature of some of our Expeditions, it is important to note the following:

1. We will make every effort to accommodate the special needs of disabled guests, we are not responsible for the services of third parties such as restaurants, trains, hotels and air and land carriers and their denial of services. We are also not responsible for any charges they may levy.
2. Any Special Need or Disability must be advised to Colonial Expeditions at time of reservation. You must advise us of all important information in connection with your wellbeing, health and mobility and we will do everything in our power to make adjustments to accommodate your requirements, however, we may be unable to do so where it would affect the enjoyment of other guests and/or your personal/group safety.
3. If you require assistance with mobility, i.e. special

care such as dressing, dining, walking or pushing a wheel chair, then you must bring a travel companion capable of providing such care. Please be aware that Colonial Expeditions Limited are unable to provide any personal assistance.

### SPECIAL REQUESTS AND DIETARY

Please advise Colonial Expeditions at time of booking if you have any special requirements or dietary restrictions and we will pass these onto the various service providers. While we will make every effort to ensure that you are accommodated, special requests and dietary restrictions do not form part of your contract with us and are subject to supplier ability and availability.

### SOLO TRAVELLERS

We welcome solo travellers on all our Expeditions. Should you wish to be paired with a Solo Traveller (of the same sex), please advise us at time of reservation and we will attempt to arrange a room to share. This will be a non-smoking twin room. If we are unable to pair a solo traveller, then the single supplement will unfortunately be payable. Please note that Colonial Expeditions is not responsible for the behaviour and actions of any paired Solo Travellers.

### CHANGES TO YOUR EXPEDITION

Many of our Expeditions are co-ordinated many months and in some cases years in advance. We use a number of third party suppliers such as hotels, airlines and ground operators and sometimes we do have to make changes and we thus reserve the right to amend or cancel Expeditions accordingly. If we have to amend a service, we will always endeavour to ensure that the replacement service/accommodation offered is of an equal or higher standard.

### Flights

All flight timings are provisional and subject to change. We will endeavour to advise you of any changes as soon as informed of such by the operator. Any change in the identity of the airline, flight timings or aircraft type will not entitle you to cancel or change your contract with us.

### FORCE MAJEURE

Any event which is beyond the reasonable control of Colonial Expeditions Ltd and which could not be reasonably prevented which includes, but is not limited to, war, riot, industrial action, criminal damage, terrorist activity or armed conflict or the threat thereof, fire, flooding, earthquake, landslide, tsunami, high or low water levels, or change in meaning, enactment, amendment (including repeal) in the law or the law in any jurisdiction or territory relevant to the booking contract which includes changes in statute, regulation, determination, by-law, declaration, licence and the common law as applicable from time to time. If Colonial Expeditions or any of its suppliers is of the opinion that it is unable to safely provide all or part of an Expedition due to Force Majeure, then we may immediately provide written notice of intention to terminate the booking contract or change your travel arrangements to ensure your safety and invoice you for any associated costs. If it is impossible for us to complete the contract due to Force Majeure then we will refund whatever part of the booking possible and will always endeavour to minimize losses you may incur. You must take out travel insurance that covers you against losses in this instance.

### ALTERATIONS WHEN ON EXPEDITION

In some instances it may be necessary to alter an Expedition that is underway, this could be due to various reasons such as weather, strikes and other issues beyond the control of Colonial Expeditions. Colonial Expeditions Ltd reserves the right to provide substitute arrangements and will not be held liable for any direct or indirect costs incurred by yourself as a result of any factor beyond our control which requires a change in your itinerary.

### CONSUMER PROTECTION

As members of the TTA (Travel Trade Association) all guests enjoy 100% Supplier Failure Protection when booking a Colonial Expedition. We are also 100% compliant with the Europe Package Tour Regulations as amended April 2018. Certain Expeditions may be ATOL (Air Travel Organizer Licence) protected. When you purchase an ATOL protected flight or flight inclusive Expedition from us you will receive an ATOL certificate. This will list what is financially protected, where you can obtain information on what this means for you and who to contact if things go wrong. We will provide you with the services listed on the ATOL certificate (or a suitable alternative). In some cases, where we aren't able to do so for reasons of insolvency,

an alternative ATOL holder will perform the services for you or a suitable alternative at no additional cost to you. You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternate ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

For more information please visit [www.atol.org.uk](http://www.atol.org.uk).

#### **LIMITATION OF OUR LIABILITY**

Colonial Expeditions Ltd is the operator and, except as expressly provided in this Agreement, is responsible to the passenger for contracting for all services and accommodations offered in connection with the Expedition. However, in the absence of negligence of Colonial Expeditions Ltd, we are not responsible for personal injury, property damage or other loss caused by (a) any air carrier, hotel or other supplier of any of the services being offered in connection with the Tour, or by (b) delays, or defects in or failures of any aircraft, vessel, automotive vehicle, or other means of transportation or supplier that is not under its direct control. Colonial Expeditions Ltd, its employees, shareholders, officers, directors, successors, agents and assigns does not own or operate any entity which is to or does provide goods or services for your trip. It purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers. All such persons and entities are independent contractors. As a result, Colonial Expeditions Ltd is not liable for any negligent or willful act of any such person or entity or of any third person.

In addition and without limitation, Colonial Expeditions Ltd is not responsible for any injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation, or for failure of any transportation mechanism to arrive or depart on time. There are many inherent risks in travel of the type involved here, which can lead to illness, injury, or even death. These risks are increased by the fact that these Expeditions can take place in remote locations, far from medical facilities. The Guest assumes all such risks associated with participating in this Expedition. person or entity or of any third person.

We will only be responsible for our Employees actions if they were acting within the course of their employment and we will only be responsible for what agents and their suppliers do or not do if they were at that time carrying out work that we had requested of them. Please note that it is your responsibility to show that reasonable care and skill has not been used if you wish to make a claim against us.

Our liability will also be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation of your travel arrangements. These terms are incorporated into this contract and any relevant international conventions such as the Montreal Convention in respect of travel by air, the Berne Convention in respect of travel by rail, the Athens Convention in respect of travel by sea and the Paris Convention in respect of accommodation, which limit the amount of compensation which you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

#### **MAKING A CLAIM OR COMPLAINT**

In the event you wish to make a claim or complaint against us, the services that we have agreed to provide or arrange as part of the contract between you and us and the laws and regulations of the country in which the claim or complaint occurred will be taken into consideration in determining whether or not the services were properly provided. If the services provided comply with local laws and regulations, the services will be treated as having been properly

provided, even if the services did not comply with the laws and regulations of the United Kingdom, unless the claim or complaint relates to the failure to provide a safety feature which may cause a reasonable guest to refuse the arrangements.

#### **GOVERNMENTAL TRAVEL ADVISORIES**

In the United States, it is your responsibility to become informed about the most current travel advisories by referring to the U.S. State Department's travel website at [travel.state.gov](http://travel.state.gov) or by phone at 888 407 4747. In the event of an active State Department Travel Advisory against travel to the specific destination location(s) of the trip, should you still choose to travel, notwithstanding any travel advisory, you assume all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against. In the United Kingdom, please visit <https://travelaware.campaign.gov.uk>.

#### **ARBITRATION AGREEMENT**

Any controversy or claim arising out of or relating to these Terms and Conditions, to the Limits on Colonial Expeditions Responsibility clause, to any Colonial Expeditions brochure, to any information regarding any Colonial Expeditions trip, service or package, or to any Colonial Expeditions related trip, activity, service or package, shall be submitted exclusively to and resolved in binding arbitration in London, United Kingdom under the CPR International Non-administered Arbitration Rules ([cpradr.org/Resources/ALLCPRArticles/tabid/265/ID/610/2007-CPR-Rules-for-Non-Administered-Arbitration-of-International-Disputes.aspx](http://cpradr.org/Resources/ALLCPRArticles/tabid/265/ID/610/2007-CPR-Rules-for-Non-Administered-Arbitration-of-International-Disputes.aspx)), before a single arbitrator appointed by CPR. Any party or their representative may appear for the arbitration by telephone or video conference. Each party shall bear its own fees, costs and expenses and an equal share of any arbitrator and administrative fees.

#### **BAGGAGE**

Each participant is strictly limited to 80 lbs. of checked baggage in a maximum of two suitcases. Small carry-ons should be limited to one per person. Baggage, when not handled by Colonial Expeditions Limited and personal effects are at all times the sole responsibility of the participant. Check with your selected airline for other baggage restrictions applicable to your flights to join and leave the Expedition.

On local charter flights during the course of certain Expeditions, various weight restrictions apply. Soft-sided luggage is strongly recommended for local charter flights and a duffel bag for this purpose will be provided by Colonial Expeditions for each guest during the Expedition. The remainder of guests' luggage will be stored by Colonial Expeditions during these program segments.

For INTERNATIONAL FLIGHTS, the air carrier's liability is limited to the actual value of the baggage but not more than 1,131 special drawing rights (SDR) per passenger.

Colonial Expeditions Flying Valet service is provided; to handle your luggage during our Expeditions, however, because of security regulations, this service may be limited at airports, rail stations and points of embarkation for cruises.

#### **PHOTOGRAPHY DURING TRAVEL**

Colonial Expeditions reserves the right to take photographs and video during the operation of any program or part thereof and to use them for promotional purposes. By booking a reservation with Colonial Expeditions, participants permit to allow their images to be used in such photographs and video. Program participants who prefer that their images not be used are asked to identify themselves to their Tour Director at the beginning of their program.

#### **YOUR PERSONAL DATA**

Colonial Expeditions is compliant with all European and British Data Protection Laws. We process information about you that you provide us with when making your reservation and do so in accordance with our privacy policy, a copy of which may be found on our website at [www.colonialexpeditions.com](http://www.colonialexpeditions.com). By providing this information you consent on your behalf (and on behalf of any person for whom you are booking) to such processing and you warrant that all information provided by you is accurate.

#### **INTERNATIONAL FLIGHT OPERATIONS**

The operation of all Private Jet Expeditions is subject to the foreign Governments involved granting landing rights for the flights. If the air carrier cannot obtain these rights for any particular leg of the Expedition, that flight leg may be cancelled and alternative

arrangements may be made at the discretion of Colonial Expeditions Ltd.

#### **DEPOSIT**

A non-refundable deposit of 15% per person and a signed Booking Form Contract is required to secure a confirmed reservation for your Expedition. If the Expedition is fully booked when your reservation is received, your payment will be returned within 7 days, or with your authorization, we can retain the deposit and place your name on a waiting list in case other passengers cancel their reservations. Even if you authorize us to put your name on a waiting list, we will notify you within 7 days that your selected Expedition is fully booked.

#### **BALANCE OF PAYMENT**

Your booking confirmation will detail the relevant due dates for balance of payments. Payment may be made using any major credit card or wire transfer and all payments are secured in an independently managed escrow account. Payment in full is required if the booking is made within 6 months (180 days) of travel. All prices are in British Pounds, per person sharing, unless otherwise indicated.

#### **CANCELLATION CHARGES**

Please see your individual Booking Form Contract for the Cancellation Charges applicable to your Expedition. Our Standard Cancellation Charges are as follows and you will receive a refund of all monies paid less a cancellation fee

**If notice is received, a cancellation fee is applicable**  
**360 days + in advance : Full Refund, no fee**  
**180 - 360 days in advance : 5% cancellation fee**  
**0 - 180 days in advance : No refund**

Refunds will be processed within 14 days of your written notice of cancellation. If you leave the Expedition while in progress, for whatever reason, no refund is applicable. If you cancel an Expedition and provide a substitute guest, you will receive a full refund once said substitute guest has paid in full.

#### **TRAVEL INSURANCE**

Trip cancellation, health and accident insurance is compulsory and proof thereof is required prior to departure. We will send you information on our recommended insurance products, however, you are under no obligation to purchase our recommended travel insurance. Insurance premiums and refunds are subject to the policies of the insurance carrier.

By confirming your participation in an Expedition, you are expressly agree to abide by the terms and conditions set forth in this Agreement. Your Signature on the Guest Reservation Form is your acknowledgement thereof.

**COLONIAL**  
EXPEDITIONS  
Retracing Past Journeys

#### **Colonial Expeditions Ltd**

3rd Floor, 207 Regent Street  
LONDON, W1B 3HH  
Reg No. 11556485

A Company Registered in England & Wales

Tel: +44 (0)1565 756 198

Email: [travelteam@colonialexpeditions.com](mailto:travelteam@colonialexpeditions.com)

[www.colonialexpeditions.com](http://www.colonialexpeditions.com)