

Monkey Mountaineering **Booking Conditions**

The following booking conditions form the basis of your contract with Monkey Mountaineering Limited. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions apply to the trip arrangements which we agree to make, provide, or perform (as applicable) as part of our contract with you. All references in these booking conditions to “trip” or “arrangements” mean such trip arrangements unless otherwise stated. They do not apply to any other arrangements or services. References to departure mean the start date of the trip arrangements you have booked with us.

In these booking conditions, “you” and “your” means each person named on the booking (including anyone who is added or substituted at a later date) or all of them as the context requires. “We”, “us” and “our” means Monkey Mountaineering Limited.

1. Making your booking

We offer a variety of arrangements and services including pre-arranged small group trips with fixed departure dates and bespoke itineraries which have been tailored to the specific requirements of those booking. Further details appear on our website. Please contact us by telephone or e-mail to discuss your requirements or request any additional information you may require. Certain arrangements can be booked on-line. Otherwise, bookings can be made by telephone or by e-mail. You are taken to have agreed these booking conditions by confirming you wish to proceed with your booking. All bookings are also subject to you meeting any requirements applicable to your chosen trip arrangements. Please refer to clause 5 below for more details.

You may make a booking for yourself and anyone travelling with you. The person who makes the booking must be at least 18 and is responsible for making all payments due to us. In making a booking for anyone else, you confirm you are authorised to do so on the basis of these booking conditions.

Subject to the availability of your chosen arrangements, we will confirm your trip by issuing a confirmation invoice. This invoice will be e-mailed or posted to the person who makes the booking. Where you book through our website, any electronic acknowledgement of your booking is not a confirmation of it. Please check your confirmation invoice carefully as soon as you receive it. Contact us 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. We regret we cannot accept any liability if we are not notified of any inaccuracy (for which we are responsible) in any document within 10 days (5 days for tickets) of our e-mailing or sending it to you. We will do our best to rectify any mistake notified to us outside these time limits, but you must meet any costs involved in doing so.

We will communicate with you by e-mail in relation to your booking if you have provided us with an e-mail address. You must accordingly check your e-mails on a regular basis. We may also contact you by telephone and/or post where appropriate. Certain documents may need to be sent by post. References in these booking conditions to “send” and “in writing” include communication by e-mail.

2. **Payment**

In order to confirm your chosen trip, the applicable deposit (or full payment if booking within 8 weeks of departure) must be paid at the time of booking.

The balance of the trip cost must be received by us not less than 8 weeks prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 7 depending on the date we reasonably treat your booking as cancelled.

3. **Your contract**

A binding contract between us comes into existence when we e-mail or post our confirmation invoice to the person who makes the booking. We both 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 us (“claim”) except as set out below. We both also agree that any claim 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 claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

4. **The cost of your trip**

Please note, changes and errors in prices and information provided on our website or in other forms of communication may occasionally occur. We may amend any advertised or quoted price or other details to take account of any error, change or price increase at the time of booking.

Once the price of your chosen trip has been confirmed at the time of booking, then subject to the correction of obvious errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or

disembarkation fees at ports or airports or in the exchange rates which have been used to calculate the cost of your trip.

Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your trip (excluding any amendment charges) will we levy a surcharge. We will only levy a surcharge in respect of the amount by which any increase in our costs exceeds 2% of this total trip cost. If any surcharge is greater than 10% of the cost of your trip (excluding any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another trip from us as referred to in clause 10 "Changes and Cancellations by us".

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (b) or (c) as set out in clause 10 below. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and 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.

Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your trip due to contractual and other protection in place.

A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your trip as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

We promise not to levy a surcharge within 30 days of departure. No refund will be payable during this period either.

5. **Trip requirements / fitness / medical conditions / disabilities / restricted mobility**

The trips we arrange are generally physically demanding and accordingly a reasonable level of fitness and stamina is necessary in order to undertake them. Depending on the nature of the itinerary, terrain, likely weather conditions and other relevant factors, minimum levels of experience and technical competence may also be required. You will be provided with a questionnaire at the time of booking which you must fully complete and return to us within the requested timescale. In the event we consider the trip arrangements you have chosen are not suitable for you or are beyond your capabilities for whatever reason in the light of the information provided at the time of booking, we must reserve the right to refuse your booking or if already confirmed, cancel it. In this case, any payment you have made to us will be refunded. We also reserve the right to cancel your booking at a later stage if it becomes apparent that you have not fully disclosed any information relevant to your participation or your health, fitness or any other relevant factors change such that we consider you no longer meet the requirements applicable to your participation in your booked trip arrangements. In this situation, any refund will be at our discretion taking

account of the relevant circumstances including the costs we have already incurred and any insurance cover you may have.

Please be aware that if you have any medical condition or disability or suffer from restricted mobility which may affect your participation in your trip or have any special requirements as a result of any such issues (including any which affect the booking process), you must tell us before you confirm your booking so that we can assist you in considering the suitability of the proposed trip and/or making your booking. In any event, you must give us full details when completing the questionnaire provided at the time of booking and whenever any change in your condition, disability or mobility occurs. You must also promptly advise us if any medical condition, disability, or mobility restriction which may affect your trip participation develops after your booking has been confirmed.

6. **Special requests**

If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. 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. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.

7. **Changes by you**

Should you wish to make any changes to your confirmed trip, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of £50 per person will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. A change of trip dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the trip price where, for example, the basis on which the price of the original trip was calculated has changed.

If you are prevented from travelling on your confirmed trip, you may transfer your place to someone else (introduced by you) providing we are notified not less than 7 days before departure and the person to whom you wish to transfer meets all applicable requirements (including those referred to in clause 5). Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £50 must be paid before the transfer can be made. Any overdue balance payment must also be received. For any trip which includes a flight, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

8. **Cancellation by you**

Should you need to cancel your trip once it has been confirmed, the person who made the booking (or the individual concerned where applicable) must immediately advise us in writing. This can be done by e-mail. Your notice of cancellation will only be effective when it is received in writing by us. We usually incur costs from the time we confirm your booking. Cancellation charges will depend on the type of trip you have booked, how far ahead of departure you cancel and whether we are able to re-sell your arrangements or obtain refunds from suppliers. Amendment charges are not refundable in the event of cancellation.

For bookings of pre-arranged small group trips, the following charges will apply; Cancellation more than 8 weeks before departure - administration fee of £100 per person. Cancellation between 4 and 8 weeks before departure – loss of deposit. Cancellation less than 4 weeks before departure – 100% of the full cost of the trip.

Where a 100% cancellation charge applies, an appropriate refund (less an administration fee of £100 per person) will be made in the event we are able to re-sell your place on the trip. A minimum number of bookings is required before any arrangements are considered to have been resold. The amount of the refund is at our discretion and will take account of any discount which may be applied or additional costs which may be involved in any new booking.

The cancellation charges applicable to all other trips will depend on the arrangements booked and other relevant circumstances including those referred to above.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

Except for pre-arranged small group trips, cancellation by one or more individual may result in the recalculation of the trip price where the basis on which the price of the original trip was calculated has changed.

9. **Insurance**

Appropriate travel insurance is essential. You must ensure the travel insurance policy you purchase specifically covers the activities you will be undertaking as part of your trip and meets any other requirements we may specify. You are recommended to take out insurance at the time of booking so that you are protected against the risk of cancellation due to circumstances outside your control.

Please read your policy details carefully and take them with you on trip. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

10.Changes and cancellation by us

Occasionally, we have to make changes to and correct errors in trip details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Our pre-arranged small group trips require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular trip has not been received, we are entitled to cancel it. We will notify you of cancellation for this reason by the deadline stated on our website or otherwise notified to you at the time of booking.

Most changes after confirmation are minor. Occasionally, we have to make a significant change. A significant change is a change made before departure which we can reasonably expect to have a major effect on your trip. All changes which are not significant are treated as minor.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options: -

- (a) (for significant changes) accepting the changed arrangements; or
- (b) purchasing an alternative trip from us, of a similar standard to that originally booked if available. You must pay the applicable price of any such trip. This will mean you pay more if it is more expensive or receive a refund if it is cheaper; or
- (c) cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us.

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

If we have to make a significant change or cancel, we will, where compensation is appropriate, pay you reasonable compensation 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 (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate your trip has not been reached (see above). No compensation will be payable, and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one.

Very occasionally, we may be forced by "force majeure" (see clause 11) to change or terminate your trip after departure but before the scheduled end of your time away. This is unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

11. **Force Majeure**

Except where otherwise expressly stated in these booking conditions, we regret we 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, loss, or expense of any nature as a result of force majeure. In these booking conditions, force majeure means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events will usually include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse and unexpected weather conditions, epidemic, fire, and all other events outside our control. Force majeure also includes the UK Foreign Office advising against all travel or all but essential travel to any country, region, or destination.

12. **Conduct of the trip**

Participation in the trips we arrange involves inherent risks including the risk of personal injury, death and the loss or damage of personal possessions. Whilst we take all appropriate steps to manage and minimise those risks as far as reasonably possible, they cannot be eliminated. By making your trip booking, you are taken to have accepted these risks. You are responsible for your own safety. You must follow and act in accordance with all instructions and advice you are given. The decisions of your guide in relation to the conduct of your trip are final and binding on all participants. The guide is entitled to make such changes to the trip arrangements, including the itinerary, as he considers appropriate in all the circumstances including without limitation, the prevailing weather conditions and the capabilities, safety, health, and wellbeing of participants. The guide may curtail any trip arrangements where he considers it appropriate to do including where he is of the view the original objective will not be met.

13. **Our Liability to you**

(1) Subject to clause 13(6), we promise to make sure that the trip arrangements we have agreed to make, perform, or provide as applicable as part of our contract with you are made, performed, or provided with reasonable skill and care. This means that, subject to these booking conditions, we 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 ourselves, our 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 us. In addition, we will only be responsible for what our 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 we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), 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 trip, and which were unforeseeable or unavoidable; or
- force majeure as defined in clause 12 above.

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which any supplier agrees to provide for you where those services or facilities are not advertised by us as forming part of your trip and we have not agreed to arrange them as part of our contract. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract together with the laws and applicable standards of the country in which your claim or complaint occurred will be used as the basis for deciding whether the services in question have been properly provided. If the particular services which gave rise to the claim or complaint were provided in compliance with the applicable local laws and standards, 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 standards 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 person to refuse to take the trip in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 13(1). We do not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(5) Your personal possessions, including any equipment you bring on your trip, are your responsibility. You must ensure you have appropriate travel insurance to protect them and look after them properly at all times. We are not liable for any lost or damaged personal possessions.

For any other claim which does not involve death or personal injury, if we are found liable to you on any basis, the maximum amount we will have to pay you is twice the price (excluding any amendment or cancellation charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 13(6) below. This maximum amount will only be payable where everything has gone wrong, and you have not received any benefit at all from your trip.

(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, inland waterway or rail carrier to which any international convention or EU regulation applies, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which compensation will be payable) will be limited as if we were the carrier in question as referred to below. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements 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 relating to the carriage of passengers and their luggage by sea (as amended by the 2002 Protocol where applicable) and EC Regulation 392/2009 for carriage by sea, the Convention on Limitation of Liability for Maritime Claims as amended by the 1996 Protocol and COTIF, the Convention on International Travel by Rail). Where applicable, we are entitled to rely on any limitation on which any carrier relies or is entitled to rely. Where a carrier is not or would not be obliged to make any payment to you under the applicable international convention or EU regulation (including where any claim is not notified or issued in accordance with the time limits stipulated in the applicable convention or regulation) we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and regulations are available from us on request.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description which (a) on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (b) did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any business losses (including without limitation, self-employed loss of earnings).

14. **Complaints and problems**

In the unlikely event that you have any reason to complain or experience any problems during your trip, you must immediately inform your guide and any supplier concerned. Any verbal notification must be put in writing and given to your guide and the supplier (if applicable) as soon as possible. If any complaint or problem is not resolved to your satisfaction by the guide or supplier, you must contact us during your trip, giving us full details and a contact number. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us (which can be by e-mail) within 28 days of the end of your trip providing full details of your complaint. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

15. **Behaviour and damage**

You accept responsibility for any damage or loss you may cause. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the party concerned or to us as applicable as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate your trip arrangements. In this situation, you will be required to immediately cease use of the services included in your trip. We will have no further responsibility toward you including any return travel arrangements. No refunds will be made, and we will not pay any expenses or costs incurred as a result of the termination.

16. **Conditions of suppliers**

The services which make up your trip may be 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 clause 13(6)). Copies of the relevant parts of these terms and conditions and of the international conventions are available on request from us or the supplier concerned.

17. **Passports, visas and health requirements**

Information about current passport and visa requirements applicable to British citizens for your chosen trip will be provided before you make your booking. Requirements may change and you must check the up-to-date position in good time before departure. A British citizen's passport presently takes approximately 3 to 6 weeks to obtain from the UK Passport Office. If you are 16 or over and haven't previously held a British passport, you should apply for one at least 6 weeks before your trip. The UK Passport Service has to confirm your identity before issuing your first passport and may ask you to attend an interview in order to do this. If you are not a British citizen or hold a non-British passport, you must check passport and visa requirements with the embassy or consulate of the country(ies) to or through which you are intending to travel.

Details of any current compulsory health requirements applicable to British citizens for your trip will be advised at the time of booking. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure.

Details are available from your GP surgery and from the National Travel Health Network and Centre <http://travelhealthpro.org.uk/>. Information on health abroad is also available on www.nhs.uk/Livewell/Travelhealth. For trips in the EU/EEA you should obtain an EHIC (European Health Insurance Card) prior to departure from the UK from www.ehic.org.uk. An EHIC is not a substitute for travel insurance. Vaccination and other health requirements/recommendations are subject to change at any time for any destination. Please therefore check with a doctor or clinic not less than six weeks prior to departure to ensure that you have met the necessary requirements and have the applicable information.

It is the responsibility of the person who makes the booking to ensure that all persons on the booking are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty, costs or expenses being imposed on or incurred by us, you will be responsible for reimbursing us accordingly.

18. **Foreign Office Advice**

The Foreign and Commonwealth Office publishes regularly updated travel information on its website www.gov.uk/foreign-travel-advice and www.gov.uk/knowbeforeyougo which you are recommended to consult before booking and in good time before departure.

19. **Financial security**

The Package Travel, Package Holidays and Package Tours Regulations 2018 require travel companies to provide security for the monies that consumers pay for certain types and combinations of travel arrangements booked with them and for consumers' repatriation in the event of their insolvency. We provide this protection through membership¹ of [Protected Trust Services](#) who provide us with an independently administered trust account and, where required, supplier failure insurance. This means that in respect of all arrangements requiring protection, in the event of our insolvency, funds will be available to pay a refund of the money you have paid to us. If you book arrangements other than a package, your monies will not be financially protected. Please ask us for further details. These arrangements mean your money will be refunded or you will be brought back to the UK (where your contracted trip arrangements include return travel to the UK) if already abroad in the unlikely event of our being unable to provide your trip due to our insolvency.

20. **Delay**

In the event of any flight delay or cancellation at your UK or overseas point of departure, the airline is responsible for providing such assistance as is legally required by EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. The ferry, tunnel, cruise, or rail operator is similarly responsible in relation to any delayed or cancelled sea crossing or

¹ Our PTS Membership number is 5791

international rail departure. Except where otherwise stated on our website, we regret we cannot provide any assistance in such circumstances other than information and advice to the extent we are in a position to do so. We have no liability for any delay or cancellation of any transport services which do not form part of your contracted trip arrangements or for the effect of any delay or cancellation on those arrangements.

21. **Website / advertising material accuracy / photographs**

The information contained on our website and in our other advertising material is believed correct to the best of our knowledge at the time of publication. However, errors may occasionally occur, and information may subsequently change. You must therefore ensure you check all details of your chosen trip (including the price) with us at the time of booking.

In the event that you provide us with any photograph, video or other image, you grant us a royalty free licence to use the same in any publicity material we may produce including on our website. You also consent to your image appearing in any photograph or video we may publish.

22. **Marketing**

We would like to use your email address from time to time to send you details of trips that we think you will be interested in. You must opt-in to this service at the time of booking by ticking the relevant part of our booking form. You can unsubscribe from this at any time by contacting us or by following the “unsubscribe” link on our emails.

23. **Safety standards**

Please note, it is the requirements and standards of the country in which any services which make up your trip are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.