

Please read carefully the terms in the conditions of contract. In completing and submitting the Booking Form, you agree to be bound by these conditions which constitute the agreement between UK Direct Services Ltd ("Direct Adventures") and you.

These conditions apply to the exclusion of any other terms or conditions unless they are set out in the Booking Form or are otherwise agreed to in writing by the parties. Previous dealings between the parties will not vary these conditions. No purported variation of these conditions will be effective unless in writing and signed by a person so authorized by Direct Adventures.

1. HOW TO BOOK

1.1 Booking is effected when Direct Adventures accepts from you a completed booking form and payment of the deposit set out in condition 1.2.

1.2 We suggest you take out travel insurance at time of booking.

1.3 The deposit is £200 for all tours.

1.4 The balance of the full tour price is payable: for all tours: 60 days prior to the scheduled date of departure.

1.5 If payment of the balance of the tour price is not received by Direct Adventures by the required time you will be taken as having cancelled the tour and cancellation charges in accordance with condition 3 will apply.

1.6 Payment of the balance or the full tour price may be made by cheque, cash, Switch or Debit Card without surcharge.

1.7 If payment of the balance or the full tour price is made by credit card, Direct Adventures will charge you a 2% surcharge.

1.8 If a booking is made after the balance of the full tour price is payable, the booking is effected when Direct Adventures accepts from you a completed booking form and payment of the full tour price.

2. AMENDMENTS/TRANSFERS

2.1 AMENDMENTS: If you wish to make amendments to your tour arrangements, you must notify Direct Adventures in writing. Each amendment to your tour arrangements will incur a £50 administration fee and you will be liable for any increase in operational expenses occasioned by the amendment. All administration fees must be paid before departure.

2.2 TRANSFERS: If you wish to transfer from one tour to another, you must notify Direct Adventures in writing. Once we receive and acknowledge your notice the transfer will take effect subject to the following. Transfers may only be made to another tour to commence within 12 months of your original departure date and the following transfer charges will apply:

a) If your notice is received more than 60 days prior to your original departure date, a £50 transfer fee will apply. In addition, any increase in operational services will be payable by you; or

b) If your notice is received within 60 days prior to your original departure date, 50% of your original tour price will be forfeited provided your notice is received at least 30 days prior to your original date, otherwise 100% of your tour price will be forfeited.

2.3 Any requested amendment to tour arrangements or transfer from one tour to another is subject to availability and the agreement in writing of Direct Adventures.

3. CANCELLATIONS

3.1 If it becomes necessary to cancel your tour, please immediately notify us in writing. Upon receipt and acknowledgement by us of your written advice, cancellation will take effect.

3.2 For all tours the following conditions apply:

(a) If cancellation takes place more than 60 days prior to departure, the deposit and any travel insurance premium will be forfeited.

(b) If cancellation takes place between 60 and 30 days prior to departure, 50% of the cost of the tour and the whole of any travel insurance premium will be forfeited.

(c) If cancellation takes place 30 days or less prior to departure, 100% of the cost of the tour and the whole of any insurance premium will be forfeited.

3.4 In these booking conditions 'the cost of the tour' includes the cost of any extras booked for that tour. The tour price is quoted as a package. No partial refunds or credit will be given for services not used. Any amount forfeited, which has not then been paid to Direct Adventures, may be recovered from you by Direct Adventures as a debt due and payable.

Travel insurance should be instigated at the time of booking.

4. HEALTH & FITNESS REQUIREMENTS

4.1 You must be in good health and physical condition and are strongly advised to follow our pre-departure fitness training recommendations, where necessary. On receipt of your Booking Form, Direct Adventures will send you a medical questionnaire to be completed by you or your doctor and returned to us as proof that you are fit enough to participate in the tour. This must be returned to Direct Adventures at least 60 days prior to your trip departure.

4.2 The medical questionnaire must be completed by your doctor if:

a) you are participating on an adventure graded from 7 to 10, or

b) are 70 years or over, or

c) have a pre-existing medical condition.

4.3 If you are participating on an adventure graded from 1 to 6 you may complete and sign the form yourself.

4.4 If it is required that your doctor complete the medical questionnaire and if you fail your medical, a full refund of the amount paid will be given providing that Direct Adventures has received your completed medical questionnaire within 14 days after booking.

Whilst Direct Adventures do not discriminate by age, mountaineering tours are not recommended for persons over 60 years of age. If you suffer from severe muscular, chest, heart or bronchial disorders, or if you are a severe asthmatic, or have high blood pressure, you are strongly advised against participating.

4.5 Tours generally take place in remote areas where there is little or no access to normal medical services or hospital facilities for serious problems. Evacuation, where necessary, can be prolonged, difficult and expensive. Medical and evacuation expenses will be your responsibility. Direct Adventures reserves the right in its absolute discretion to refuse a participant the right to participate in a tour on medical or fitness grounds.

5. MEDICAL DISCLOSURE

5.1 You declare and warrant that

a) you are in good health mentally and physically at the time of booking this tour;

b) you have disclosed to Direct Adventures every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably be expected to know, that is relevant to Direct Adventure's decision to permit you to go on the adventure tour;

c) immediately upon any adverse change in your health or fitness that may be likely to affect Direct Adventure's decision to permit you to go on the adventure tour, you will notify Direct Adventures in writing of any such adverse change.

5.2 You acknowledge that the obligation to disclose under this condition continues from the time of booking the tour through to departure and extends for the duration of the tour.

5.3 If you fail to comply with the duty of disclosure in this condition and if Direct Adventures would not have permitted you to undertake the tour, or continue participation of the tour, had you made full disclosure under this condition, Direct Adventures will not be liable for personal injury, death or property damage or loss incurred by you. However nothing in this clause shall exclude or limit our liability for fraud or for death or personal injury which arises as a result of our negligence.

6. TOUR LEADERS

6.1 In this condition, "nominated tour leader" includes both the nominated tour leader and any other nominated person given at any time the task of leading or supervising any aspect of the tour.

6.2 Direct Adventures' nominated tour leaders take their responsibilities seriously and if for any reason a nominated tour leader believes, in his or her absolute discretion, that you should not participate in the tour, before your departure, even if you pass your medical, he/she may exclude you from the tour. In this event, but subject to condition 5, you will be offered the option of taking another tour considered suitable for you or a full refund. If for any reason during a tour the nominated tour leader considers you should not participate further due to you committing an illegal act, or in the opinion of the nominated tour leader, your behaviour is causing or is likely to cause danger, distress or annoyance to others, or your fitness or health is inadequate,

he or she may direct you not to continue and you must follow the nominated tour leader's instructions. In this case you will not be entitled to any refund. Travel insurance may compensate you depending on the circumstances.

6.3 Direct Adventure reserves the right to change, at any time, the nominated tour leader of any tour. If that happens, Direct Adventures will try to ensure that the alternative tour leader has expertise commensurate with that of the nominated tour leader. Any such change by Direct Adventures will not give rise to any right on your part to cancel the tour or claim any expenses, loss or damage which you may suffer.

7. CANCELLATION DUE TO TOUR BOOKING NUMBERS

7.1 Direct Adventures reserves the right to cancel any tour prior to departure in the event that there are too few people booked on a tour in which case you will be given a full refund of the tour price paid by you. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport and vaccination charges, or departure, gear purchases).

7.2 The operational status of your tour will be advised 60 days prior to the start date of your tour. We advise against paying for your international flights until your trip has been confirmed to operate.

8. ROUTE CHANGES, POSTPONEMENT, CANCELLATION OR DELAY

8.1 Direct Adventures reserves the right to:

a) change the date of departure or conclusion of the tour, or

b) modify any aspect of the tour, or

c) cancel or modify any routes within the tour or objectives set out in the itinerary, or

d) substitute different or equivalent routes within the tour in place of cancelled or modified routes, or postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the tour) any such aspect of the tour if, in the absolute discretion of Direct Adventures, it is necessary to do so due to inclement weather, snow or icy conditions or conditions that are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether political or military or terrorist or otherwise or in the case of any real or perceived health risk (including SARS or bird flu), or if, in the absolute discretion of Direct Adventures, there is a likelihood of any such event occurring which may impact upon the safety of the participants, or if an act or omission of a third party prevents the tour or the aspect of the tour being undertaken in accordance with your booking or for any other reason considered necessary by Direct Adventures. In the event of any change, modification, cancellation postponement or delay under this condition, you acknowledge that you will have no right of refund of the tour price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay.

e) if any such change, as contemplated by condition.

8.1, whether before or during the tour, necessitates additional costs (including accommodation, flights or ground transportation) to be charged, you agree that you will pay these additional costs as reasonably required by Direct Adventures.

8.2 Direct Adventures also reserves, in its absolute discretion, the right to cancel any tour due to any government travel warning or advice, or any change in such warning or advice.

In this event, condition 3 applies as if you had transferred or cancelled the tour at the date that Direct Adventures cancelled the tour due to the governmental travel warning or advice. Travel insurance may compensate you depending on the circumstances.

9. ITINERARIES AND BROCHURES

9.1 Itineraries and other details, including minimum operating numbers, are published in good faith as statements of intention only and reasonable changes in the itinerary and related items may be made where deemed necessary or advisable by Direct Adventures.

9.2 The information contained in Direct Adventures' brochures, itineraries, and internet site is, to the best of Direct Adventures' belief, correct at the date of publishing.

10. INSURANCE

10.1 It is a condition of booking a tour with Direct Adventures that before you travel with Direct Adventures, you must either:

(a) take out a policy under the travel insurance scheme offered by Direct Adventures; or

(b) take out a policy of travel insurance which is acceptable to Direct Adventures.

(i) To be acceptable to Direct Adventures, a policy of travel insurance must:

(i) be valid for the entire duration of the tour; and

(ii) cover you for illness, injury, death, loss of baggage and personal items, cancellation, curtailment, emergency rescue and repatriation.

10.3 You agree that it is your responsibility to check the adequacy and validity of any insurance policy affected by or on your behalf and you must provide evidence to Direct Adventures that you have obtained personal travel insurance.

10.4 Personal travel insurance is not included in the tour price.

11. PROOF OF CITIZENSHIP OR INFORMATION REQUIRED FOR TRAVEL

It is your responsibility to obtain proper identification or proof of citizenship as required by the authorities of the destination to which you are travelling. You will not be entitled to a refund if you are denied boarding or entry on any basis, including without limitation, improper documentation or failure to provide information.

12. TRANSPORT PROVIDERS

12.1 Any material published by Direct Adventures, the Booking Form and these conditions of contract are not issued on behalf of, and do not commit any transfer companies whose services are used or proposed to be used in the course of the tour.

12.2 Any transport forming part of the tour arrangements are subject to the conditions of the transport entity, which in most cases limits the transport entity's liability to passengers in accordance with applicable international law and conventions. The liability of Direct Adventures, any transport provider is limited so far as possible by the following conventions: Warsaw Convention 1929, as amended by the Hague Protocol and

Montreal Protocol in relation to air travel; or Montreal Convention 1999; the Berne Convention for rail travel 1980; Athens Convention 1974 for carriage by sea; and the Geneva Convention for carriage by road 1978.

13. TOUR PRICE

13.1 Package prices are based on ground costs, exchange rates and assumptions made at the time of printing the brochure.

13.2 Direct Adventures tries its utmost not to increase tour prices, however sometimes increases are outside

its control. Direct Adventures reserves the right to modify tour prices (or any part) without notice at any time before and including the departure date.

13.3 Modifications may be necessitated for many reasons including, but not limited to, exchange rate fluctuations, increased fuel costs, increases in ground operator service fees, or the need to engage ground operators.

13.4 Any increase in tour prices must be paid prior to the departure date.

14. EXCLUSIONS FROM TOUR PRICE, VISA & VACCINATIONS

14.1 It is entirely your responsibility to obtain the relevant medical advice and vaccinations and make all other necessary preliminary arrangements including compliance with visa requirements, and we accept no responsibility whatsoever in the event that these matters are not dealt with prior to departure. Your passport must be valid for at least 6 months after the date of your return.

14.2 Without limitation, the following items are excluded from the tour price: personal travel insurance; visa, passport and vaccination charges; extra meals, transport costs, accommodation costs, or other expenses not included in the itinerary; laundry, postage, personal clothing, medical expenses & items of a personal nature; emergency evacuation and/or emergency search charges; additional expenses caused by delay, accidents or disruption of planned itineraries; and tips, on board beverages and excess baggage charges.

14.3 Refer to our tour notes for full details.

15. FORCE MAJEURE

If Direct Adventures is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of act of God, strikes, trade disputes, fire,

breakdowns, interruption of transport, government or political action, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside Direct Adventures' reasonable control, Direct Adventures will be under no liability whatsoever to you and may, at its option, by written notice to you either cancel the tour or take any other action as specified in condition 8.

16. ASSUMPTION OF RISK

16.1 You acknowledge that:

(a) by the very nature of adventure travel and trekking holidays, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays; and

(b) the additional dangers and risks associated with adventure travel may include difficult and dangerous terrain; high altitude; extremes of weather, including sudden and

unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury; and

(c) the enjoyment and excitement of adventure travel is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason why you wish to undertake the adventure tour;

(d) the very nature of the adventure travel undertaken by you may require considerable flexibility on your part, necessitating alternative arrangements to be made to the itinerary at short notice; and

(e) you have submitted your booking for the tour after giving due consideration to relevant travel information including, without limitation, any information or advice issued by the British Foreign Office and that it is your responsibility to acquaint yourself with that information or advice.

16.2 For the above reasons you therefore accept the inherent and increased dangers and risks associated with the proposed tour and the accompanying risk of injury, death or property damage or loss.

17. DISCLAIMER

You accept that:

a) Direct Adventures acts as a booking agent for third-party tour operators and accepts no liability for the acts or omissions of those third-party tour operators; and

b) Direct Adventures will not be liable for any breach of any law by any person with whom you travel on the tour; and

c) you may not rely on any representations concerning the tour made by Direct Adventures which are not contained in these conditions.

18. RELEASE AND WAIVER OF LIABILITY

18.1 In consideration of Direct Adventures accepting your booking application and in consideration of you being permitted by Direct Adventures to join the tour:

(a) you release Direct Adventures and its officers, employees, agents, licensees, guides and other representatives and the land management authorities in the countries in which the tour is conducted (all of whom are collectively referred to as Direct Adventures, its employees, agents and suppliers from all financial or economic cost, liability, loss or damage or damage to or loss of your property incurred or suffered by you directly or indirectly during the course of the tour. Direct Adventures shall not be liable for personal injury, illness or death unless caused by the negligence or wrongful act of Direct

Adventures, its employees, agents and suppliers; and

(b) you waive any claims you have, or may at any time have, against Direct Adventures, its employees, agents and suppliers and you agree, by accepting the additional inherent dangers and risks associated with

the tour, not to make any claim against or seek any compensation from Direct Adventures, its employees, agents and suppliers in respect of any personal injury, illness or death suffered by you (unless such death or personal injury is caused by the negligence of Direct Adventures, its employees, agents and suppliers) or damage to or loss of property sustained by you as a result of your participation in the tour.

18.2 If, despite the release and waiver given under this condition, Direct Adventures is found to be liable for damages to you, you agree that the maximum amount of such damages will be limited to the price paid for the tour (provided that any losses relating to death or personal injury arising from the negligent acts of Direct Adventures, its employees, agents and suppliers will not be limited). Any damages or compensation are further limited by the Warsaw Convention as amended by the Hague protocol 1955 (air), the Athens Convention 1974 (sea), the Berne Convention 1961 (rail), and the Paris Convention 1962 (hotel accommodation). In the event that Direct Adventures makes any payment to you in respect of any damages claim brought by or on your behalf, you must assign to us or our insurers, as we require, all your rights to pursue any third party and you must provide all reasonable cooperation to us and our insurers in relation to the pursuit of any claim.

18.3 You accept that the release and waiver contained in this clause is reasonable given the nature of the tour and given the wide availability of travel insurance and you agree to check the terms of your travel insurance policy to ensure that it provides adequate cover.

18.4 Nothing in these terms and conditions shall exclude or limit Direct Adventure's liability for fraud, dishonesty or willful concealment or for death or personal injury arising from the negligent acts of Direct Adventures, its employees, agents and suppliers.

19. MISCELLANEOUS

19.1 A party will not be deemed to have waived any of its rights or remedies under these conditions or at law by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by the other party.

19.2 If any part of a condition is illegal, unenforceable or invalid, it is to be treated as removed from the conditions; however, the remainder of the conditions are not altered.

20. LAND ONLY CLIENTS

In respect of land-only clients (meaning those people not starting with the group from the UK), our responsibility does not commence until you have met our representative at the appointed time at the designated meeting point. If you fail to arrive there at the appointed time, we shall not be responsible for any additional expenses incurred by you in order to meet up with the group.

21. ARBITRATION

Any complaint arising out of your tour must be brought to the attention of the local Direct Adventures agent or representative. Your complaint should be made in writing within 24 hours of the cause of the complaint and signed by the Direct Adventures agent or representative confirming that it was brought to his or her attention. If your complaint is not satisfactorily resolved and you wish to pursue the matter on return from your tour, you must submit your written complaint to us within 14 days of your return. Direct Adventures will not be liable in relation to any complaint or problem if you fail to notify the Direct Adventures agent or representative during the tour or Direct Adventures upon your return, strictly in accordance with this condition. If a resolution of your complaint cannot be achieved, you may refer the dispute to arbitration under a special scheme which provides for a simple and inexpensive method of dispute resolution administered by the Chartered Institute of Arbitrators. This scheme is not applicable to claims for amounts greater than £1,500 per person or £7,500 per booking form, or to claims involving personal injury or illness. The rules of the scheme provide that the application for arbitration must be brought within 9 months after the date of the return of your tour but in special circumstances may be brought outside this period.

22. YOUR FINANCIAL PROTECTION

Direct Adventures is a fully covered and insured tour operator. You can book your trip with Direct Adventures in complete confidence that all monies you pay for a trip are fully protected.

23. THE CONTRACT

This contract (including all matters arising from it) is subject to English law and the exclusive jurisdiction of English courts.