

# PARTICIPANT DETAILS

Mr/Mrs/Miss/Ms (Last Name) \_\_\_\_\_

(As it appears in your passport)

First Name \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Tel (H) \_\_\_\_\_ (B) \_\_\_\_\_ (Mob) \_\_\_\_\_

Email \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Weight \_\_\_\_\_ Height (in cm): \_\_\_\_\_

TRIP SELECTED

Charity: XLP URBAN YOUTH CHARITY

Trip name: TOUBKAL CHALLENGE 2009 Departure date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PASSPORT DETAILS – MUST BE EXACTLY AS THEY APPEAR IN YOUR PASSPORT

Nationality \_\_\_\_\_ Passport no. \_\_\_\_\_

Place of issue \_\_\_\_\_ Issue Date \_\_\_\_\_ Expiry Date \_\_\_\_\_

OTHER INFORMATION

Do you have any special dietary requirements?

\_\_\_\_\_

Do you have a pre-existing medical condition?

\_\_\_\_\_

\_\_\_\_\_

Person to be contacted in case of an emergency \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Tel (H) \_\_\_\_\_ (B) \_\_\_\_\_

By signing this Booking Form, I acknowledge that I have read and understood the Conditions of Contract overleaf and I agree to be bound by the provisions of those documents.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Please complete and return this form along with your medical form to the Charity Events organiser (NOT World Expeditions)

To join the XLP Urban Youth Toubkal Challenge please complete this form and return it to the charity as soon as possible!

XLP, 12 Belmont Hill, Lewisham, SE13 5BD t: 020 8297 8284 e:ian.hiley@xlp.org.uk

## CONDITIONS OF CONTRACT 2009-10

Please read carefully the Terms and the Conditions of Contract. In completing and submitting the Booking Form, you agree to be bound by these conditions which constitute the agreement between World Expeditions Limited ("WE") 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 variation of these conditions will be effective unless in writing and signed by a person so authorised by World Expeditions.

### 1. HOW TO BOOK

1.1 Booking is effected when the charity and WE accepts from you a completed booking form and payment of the deposit.

1.2 If the balance is not paid by the specified date, your booking may be cancelled without notice and the cancellation charges set out in condition 3 will be levied.

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

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

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

1.6 If an airline requires payment of the full airfare plus taxes more than 60 or 90 days (as applicable) before departure, WE will notify you and require payment.

### 2. AMENDMENTS/TRANSFERS

2.1 You may change your original arrangements or transfer to another tour (which departs within 12 months of the original departure date), provided you notify the charity and WE in writing. Any change will incur a £50 administration fee. In any such case the following charges will apply:

(a) between time of booking and 60 days prior to departure - £50 plus any applicable airfare charges;

(b) between 59 days prior to the date of original departure and day of original departure - charges in accordance with the cancellation fees set out in condition 3.

### 3. CANCELLATIONS

3.1 If it becomes necessary to cancel your tour, you may cancel your trip by notifying the Charity and WE in writing. Upon receipt and acknowledgement by us of your written advice, cancellation will take effect. The following charges will apply for which you are personally responsible.

More than 60 days Loss of deposit and insurance premium;

60 - 30 days 50% and insurance premium;

29 days or less 100% and insurance premium

3.2 In these booking conditions 'the cost of the tour' includes the cost of any extras booked for that tour. No partial refunds or credit will be given for services not used. Any amount forfeited, which has not then been paid to WE, may be recovered from you by WE as a debt due and payable. We strongly recommend that travel insurance be instigated at the time of booking.

### 4. HEALTH & FITNESS REQUIREMENTS

4.1 At the time of registration, WE will forward you a medical questionnaire to be completed by either you or your doctor. The medical questionnaire must be completed by your doctor if

(a) you are aged 55 or over;

(b) you have any pre-existing medical condition; or

(c) the proposed tour is graded challenging, strenuous or mountaineering.

4.2 You must return the medical questionnaire, signed by your doctor (if applicable), at least 60 days prior to departure.

4.3 If you suffer from severe muscular, chest, heart or bronchial disorders, are a severe asthmatic or have high blood pressure, you are strongly advised against taking the tour.

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

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. Where necessary, evacuation can be prolonged, difficult and expensive. Medical and evacuation expenses will be your responsibility. WE reserves the right in its absolute discretion to refuse you 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 and mental and physical fitness at the time of booking this tour;

(b) you have disclosed to WE 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 WE 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 WE decision to accept the risk of permitting you to go on the adventure tour, you will notify WE 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 WE would not have permitted you to undertake the tour, or continue participation of the tour, had you made full disclosure under this condition, WE will not be liable for personal injury, death or property damage or loss incurred by you. However nothing in this clause excludes or limits WE's liability for fraud, or for death or personal injury which arises as a result of WE's negligence.

### 7. CHANGES TO OR CANCELLATION OF TOUR

7.1 WE 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

(e) 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 WE, 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 WE, 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.

7.2 WE also reserves the right, in its absolute discretion:

(a) to cancel or modify any tour due to any government travel warning or advice, or any change in such warning or advice. Condition 3 applies in respect of the cancellation or modification of a tour. Travel insurance may compensate you depending on the circumstances; or

(b) to change, at any time, the nominated tour leader of any tour, in which event WE will try to ensure that the new tour leader has expertise commensurate with that of the nominated tour leader.

Any such change by WE will not give rise to a right on your part to cancel the tour or claim any expenses, loss or damage which you may suffer.

7.3 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.

7.4 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 WE.

### 8. TOUR PRICE

8.1 Package prices are based on ground costs, airfares, exchange rates and assumptions made at the time of releasing this charity adventure. WE tries its utmost not to increase tour prices, however, due to external factors, sometimes increases are outside its control. WE reserves the right to modify tour prices (or any part) without notice at any time before and including the departure date.

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

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

### 9. INSURANCE

9.1 Before you travel with WE, you must either:

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

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

9.2 To be acceptable to WE, a policy of travel insurance must:

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

(ii) cover you for emergency/helicopter rescue, repatriation and cancellation.

9.3 You agree that it is your responsibility to check the adequacy and validity of any insurance policy effected by or on your behalf and to provide WE with a copy of your policy prior to departure.

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

9.5 If your charity challenge includes flights booked through WE, Airline Failure Insurance (AFI) is mandatory and will be included into the cost of your flight booking.

### 10. CANCELLATION DUE TO TOUR BOOKING NUMBERS

10.1 After consultation with the charity World Expeditions 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, airport and airline taxes).

10.2 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.

### 11. AIRLINE RESPONSIBILITY CLAUSE

This charity adventure is not issued on behalf of and is not in any way binding upon any airline whose services are used in connection with WE's tours.

### 12. AIRLINE CONDITIONS OF CONTRACT

Any flights forming part of your tour will be subject to the general conditions of carriage and contractual conditions of the airline concerned. Flights will also be subject to international law which may limit the airline's liability to passengers in respect of death or bodily injury, delay or damage to baggage. WE reserves the right at any time and without any notice to change airlines if WE considers it necessary to do so.

### 13. ASSUMPTION OF RISK

13.1 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.

(f) in the countries and regions in which adventure travel is undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part; and

(g) operational control of the tour may be in the hands of a third party and that your right of action in regard to any shortcomings of that third parties' performance is against the third party and not against WE.

13.2 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.

### 14. RELEASE AND WAIVER OF LIABILITY

14.1 In consideration of WE accepting your booking application and in consideration of you being permitted by WE to join the tour:

(a) you release WE and its officers, employees, agents, licensees, guides and other representatives and the land management authorities in the countries in which the tour is conducted (each of whom are collectively referred to as "WE and its employees") 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. WE shall not be liable for personal injury, illness or death unless caused by the negligence or wrongful act of WE and its employees; and

(b) you waive any claims you have, or may at any time have, against WE and its employees 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 WE and its employees in respect of any personal injury, illness or death suffered by you (unless such death or personal injury is caused by the negligence of WE) or damage to or loss of property sustained by you as a result of your participation in the tour.

13.2 If, despite the release and waiver given under this condition, WE 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. 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 WE 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.

13.3 You accept that the release and waiver contained in this clause 12 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.

13.4 Nothing in these terms and conditions shall exclude or limit WE's liability for fraud, dishonesty or willful concealment.

### 15. DISCLAIMER

You accept that:

(a) WE 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) WE 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 represents concerning the tour made by WE which are not contained in these Conditions.

### 16. 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. Land only clients are not covered under our ATOL license.

### 17. PASSPORT, VISA AND VACCINATIONS

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. The following items are excluded from the tour price:

(a) personal travel insurance;

(b) visa, passport and vaccination charges;

(c) departure, airport and airline taxes (in some countries other than the UK);

(d) extra meals, transport costs, accommodation costs, or other expenses not included in the itinerary;

(e) laundry, postage, personal clothing, medical expenses & items of a personal nature;

(f) emergency evacuation and/or emergency search charges; and

(g) tips and excess baggage charges.

### 18. INFORMATION

Any information or advice provided by WE on matters such as permits, government travel advice or warnings, visas, vaccinations, climate, clothing, baggage, special equipment, is given in good faith but without any responsibility whatsoever on the part of WE. You accept responsibility for obtaining all necessary travel information and documentation required for the tour.

### 19. ARBITRATION

Any complaint arising out of your tour must be brought to the attention of the local WE agent or representative. Your complaint should be made in writing within 24 hours of the cause of the complaint and signed by the WE 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. WE will not be liable in relation to any complaint or problem if you fail to notify the WE agent or representative during the tour or WE 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, nor 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.

### 20. AUTHORITY ON THE TOUR

By signing the booking form you agree to accept the authority and decisions of WE employees, tour leaders, agents and suppliers during the tour. If, in the opinion of any WE representative, your health or conduct appears likely to endanger the progress of the tour or other participants you may be excluded from the whole of, or part of, the tour. In the case of illness, WE reserves the right to make such arrangements for your well being as deemed necessary and to recover the whole of the costs thereof from you. If you commit an illegal act WE ceases to have responsibility to or for you.

### 21. YOUR FINANCIAL PROTECTION

WE holds an Air Travel Organiser's Licence granted by the Civil Aviation Authority. WE's ATOL number is ATOL 4491. In the unlikely event of WE's insolvency, the CAA will ensure that you are not stranded abroad and will refund any money you have paid to us for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). Our ATOL bond covers all our holidays and Charity Adventures which include air travel. The WE Client Trust Account covers tours booked as 'land only' arrangements. If you are a land only client in the event of airline insolvency we recommend you take out, and claim from, your Airline Failure Insurance provider.

### 22. THE CONTRACT

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