

Explorers Astronomy Tours Booking Conditions

Please read these booking conditions carefully, they form an important part of the contract for your holiday. All holidays advertised in our brochures and on our website are operated by Adventures Worldwide Ltd trading as Explorers Astronomy Tours, registered in England & Wales No: 1826936 (hereinafter called 'Explorers', 'the Company' or 'we'), a member of the TUI Travel PLC group of companies, of TUI Travel House, Crawley Business Quarter, Fleming Way, West Sussex RH10 9QL and are sold subject to the following conditions:

Insurance

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

1. Booking

To make a booking you must be 18 or over and we require a completed booking form and the applicable deposit of at least 10% of your selected travel arrangements (minimum £125 or equivalent; £500 or equivalent if a Total Solar Eclipse Expedition trip). Deposits are non-returnable. The person making the booking (the "lead name") accepts these booking conditions on behalf of everyone in their party. If we accept your booking, we will issue a Confirmation Invoice. A contract will exist between us from the date we issue the Confirmation Invoice. If you receive the Confirmation Invoice and you are not happy to proceed with the booking, return all documentation to us or your travel agent within 7 days of receiving it. Your booking will be cancelled and your monies will be returned in full. This 'cooling off' period does not apply if booking within 60 days (112 days for Total Solar Eclipse Expeditions) or for any online booking. If you book within 60 days of departure (112 days for Total Solar Eclipse Expeditions) you must pay for your holiday in full and you must provide a signed booking form or fill in the online booking form immediately. Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip.

2. Payment

When you receive the Confirmation Invoice please check the details carefully and inform us immediately if anything is incorrect. Spelling of names etc, is particularly important. Names on travel documents must exactly match those in your passports - we cannot accept responsibility if an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your ticket. All monies due must be paid to us no later than 60 days before tour departure (112 days for Total Solar Eclipse Expeditions). If you do not pay the balance by the due date your booking will be cancelled and you will forfeit your deposit. Please note that all payments made on a credit card (whether deposits, part payments or final balances) will be subject to a levy of 2.35% (inc. VAT). Travel documents will be sent or emailed to you approximately 2 weeks before the departure of your tour, and will not be issued unless final payment has been received and any cheques have cleared. We cannot accept any liability for tickets lost in the post. In the case of any booking made within 30 days of departure, your travel documents will be available for collection at our offices or, upon payment of a fee of £5 per person, will be sent to you by Royal Mail Special Delivery. If you elect to have documentation sent by Royal Mail, which is subsequently lost in transit, you will then be liable for courier costs in addition to a re-issue charge (which will be a minimum of £35 and may be up to the cost of the ticket). If you live outside the UK we will normally email your Joining Instructions. If you have instructed us to post documents to you, we will send your travel documents by courier and will add the charge to your booking (this charge is variable depending on your country of residence). If indicated on your Joining Instructions you must reconfirm the reservations, timings and check-in details of your flight with the airline concerned at least 72 hours before departure. This applies to your outward flight from the UK and to your return flight. If you miss a flight or suffer any disruption as a result of not following our instructions as to reconfirmation we will have no liability to you.

3. If you change your booking

If, after our confirmation has been issued, you (i) make a change to your existing booking, we will charge an amendment fee of a minimum of £50 per booking for each change or (ii) wish to change to another of our tours or change departure date, we will try to make the changes, provided that notification is received in writing at our offices from the lead name at least 60 days before departure (112 days for Total Solar Eclipse Expeditions) and you pay a minimum of £50 per person to cover our administration costs. Any alteration whether a change to an existing booking or another tour or departure date will be subject to payment by you of any costs imposed by any of our suppliers providing the component parts of the tour. Any alteration by you within 60 days of departure (112 days for Total Solar Eclipse Expeditions) will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out in Clause 4.

3.1 Name changes

Where you are unable to travel you can transfer your booking to another person, subject to the following:

a) you must notify us in writing at least 60 days before departure (112 days for

Total Solar Eclipse Expeditions); and

b) your request is accompanied by all original travel documents which you have received and the full name and address of the transferee; and

c) the transferee must fulfil any conditions that apply to the booking; and

d) payment by you of an administrative charge of a minimum of £50 per person and all costs which those supplying your travel arrangements impose.

Both the transferor and transferee will be jointly and severally liable for payment of the holiday price and other associated expenses. Some airline carriers treat name changes as cancellations. Accordingly you will be required to pay for the cost of a new ticket.

4. If you cancel your holiday

You, or any member of your party, may cancel your tour at any time providing that the cancellation is made by the lead name in writing. As we start to incur costs from the time the contract is confirmed we will retain your deposit and in addition will apply other cancellation charges as shown below:

Period before departure when written cancellation is received

Amount of cancellation charge as percentage of the tour price

More than 60 days Deposit, plus any additional costs we have incurred

Between 60 and 42 days 50%

Between 41 and 28 days 60%

Between 27 and 14 days 90%

13 days or less, or failure to arrive at departure airport 100%

For Total Solar Eclipse Expeditions there are two variations to the above

More than 112 days Deposit, plus any additional costs we have incurred

Between 112 and 63 days 30%

Between 62 and 49 days 75%

48 days or less or failure to join the trip 100%

Please note that for certain travel arrangements e.g. many scheduled transport providers, the cancellation charge may be higher than those shown. In certain cases a 100% cancellation fee applies as soon as the booking is made and the ticket is issued. Please ask for full details of cancellation charges at time of booking. We strongly recommend you to take out insurance that includes cover against irrecoverable cancellation costs. Additionally, you will remain responsible for the full amount of your insurance premium and this will not be refunded in the event of your cancellation. You may however be able to transfer this cover to another holiday. If you are travelling on a scheduled flight, we cannot give you any refund until we have received your old travel documents, including tickets. All communications relating to this contract (in particular any requests to cancel or amend your holiday arrangements) must be from the lead name in writing and sent to the address in Clause 24.

5. Complaints process

If you have any complaint during your holiday you must inform our local representative or your Group Leader and the relevant supplier of the service immediately. If you are not happy with their action in response please follow this up within 35 days of your return home by writing to us at the address in Clause 24, providing your booking reference and all relevant information. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days. We can usually sort out any complaints you may have. But if we cannot agree you can take the matter to an arbitrator administered by IDRS part of the Chartered Institute of Arbitrators. Details and application forms are available from ABTA, 68-71 Newman Street, London W1T 3AH, www.abta.com.

The arbitrator will only deal with your complaint if it relates to a tour and:

- you are claiming up to £5,000 for each person or £25,000 for each booking;
- you contact them within 9 months of the end of your tour; and
- your complaint does not involve major physical injury or illness in excess of £1,000.

This is a cheap and simple way of sorting out complaints and there are limits on the costs you might have to pay. You do not have to appear in person, but can send documents to explain your complaint. If you would like more details please ask our customer service staff. If you prefer, you can take your complaint to the County Court or another suitable court.

6. Claims against third parties

If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements we may, at our absolute discretion, offer advice, guidance and assistance to help you resolve any claim you may have against a third party, provided we are advised of the incident within 90 days of its occurrence.

7. Prices and surcharges

All prices we advertise are accurate at the date published, and are indicative and subject to change. Prices on our website are updated regularly. Before you make a booking we will give you the up-to-date price of your chosen holiday including the cost of any peak-season supplements, upgrades or additional facilities which you have requested. Prices quoted for this programme are based on the following exchange rates published by OANDA on 25th June 2009: US\$1.64/£1, Euro 1.17/£1. Changes in transportation costs, including the cost of fuel, taxes or fees chargeable for services such

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

You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option to change to another holiday if we are able to offer one (if this is of higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancel and receive a full refund, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your Final Invoice. Should the price of your holiday go down due to the changes mentioned above by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place. Dates and itineraries shown for tours departing after 01/10/2009 are indicative only and subject to change. The UK government have announced their intention to replace Air Passenger Duty, which is payable by all passengers on flights departing from UK airports with a new Emissions Tax, known as Aviation Duty, with effect from 1st November 2009. We are not yet aware of the final details of the new Duty, and prices have therefore been calculated as if Air Passenger Duty continues to be in effect. In the event that our costs increase as a result of the change, we reserve the right to adjust prices to reflect those changes in costs. In view of the current volatility of world oil prices, a fuel supplement may be added to the price of your holiday at the time of booking..

8. Changes to your trip

Before you enter into a contract with us we reserve the right to change any of the facilities, services or prices described in our brochures or website. If a change occurs you will be advised at the time of booking.

9. If we change your booking

We plan the arrangements for your tour many months in advance and may occasionally have to make changes, most of which are minor. Flight timings and carriers shown in the brochure are subject to change. A change of carrier or flight timings will not be considered a major change. If a major change becomes necessary, we will advise you of the change as soon as possible. Whether a change is 'major' depends on the nature of the tour and may include: alteration to the scheduled departure or return time of your flight by more than 12 hours (but not a flight delay); a change to a lower standard of accommodation; or a change of departure airport (excluding a change between London airports). When a major change occurs, you will have the choice of either accepting the change, accepting a replacement tour from us of equivalent or closely similar standard and price, or cancelling your tour, in which case we shall refund you in full. In all cases, except where a major change arises from circumstances amounting to force majeure or consolidation (see below), we will pay you, as a minimum, compensation as detailed below:

Period before departure when we notify you of a major change

Compensation per person

Before balance due date Nil

Between balance due date and 14 days before travel £20

Between 13 days and the date of travel £30

Compensation will not be payable if we are forced to cancel, or in any way change your tour for reasons of consolidation or force majeure, which includes without limitation, war, threat of war, riot, civil strife, industrial dispute, acts of God, terrorist activity, health epidemics, natural or nuclear disaster, fire or adverse weather conditions or other similar events beyond our control and that of our suppliers. Consolidation refers to the fact that the operation of the tour is dependent on a minimum number of persons booking the tour. If that number is not achieved, we reserve the right to cancel the tour. We will not however, cancel a tour for reasons of consolidation less than 4 weeks before the departure date. We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements.

10. If we cancel your holiday

Sometimes it may be necessary to cancel your tour and we reserve the right to cancel your tour in any circumstances. However, in no circumstances will we cancel your tour less than 4 weeks before the scheduled departure date except for reasons of force majeure or failure on your part to pay the final balance. In circumstances where we are unable to provide the tour booked, we will return to you all monies paid, including insurance when you have bought that from us, or where possible offer an alternative tour of comparable or higher standard and compensation if appropriate. In case of

a cancelled tour departure we strongly advise you not to book any connecting travel that is non-refundable or non-changeable or incurs penalties. We will not be liable to refund any incidental costs incurred for visas, vaccinations or other travel arrangements. If we are forced to cancel your holiday after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

11. Compensation and liability

Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them and to do so with reasonable skill and care. You must show that reasonable skill and care has not been used if you wish to make any claim. For claims which do not involve death or personal injury, we accept, and will only have, liability should we or our suppliers fail to satisfy the obligations detailed above. If we have liability we will pay you reasonable compensation (limited to 3 times the value of your holiday) if your enjoyment of the tour is adversely affected. Our liability in all cases will be limited in accordance with and/or in an identical manner to: The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and any relevant international convention as detailed below. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices. See address in clause 24. Any sums received by you from suppliers such as from airlines will be deducted from any sum paid to you as compensation by us. For claims which involve death or personal injury as a result of an activity forming part of your holiday, we accept, and will only have liability should we or our suppliers fail to satisfy the obligations detailed above. If we have liability we will pay you reasonable compensation. We shall have no liability where the cause of the failure to provide, or failure in, your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your holiday and is unforeseeable or unavoidable, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our agents or suppliers could have foreseen or forestalled. If any international convention applies to, or governs, any of the services or facilities included in your holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. Copies of the relevant conventions are available on request. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. Other than a set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss or damage. If you are joining the holiday locally (i.e. not starting with the group from the UK) our responsibility does not commence until the appointed time, we shall not be responsible for any additional expenses incurred by you to meet up with the group. If the group arrival is delayed to the local joining point we will provide you with the same room and board basis as will be provided to the group. If the delay is for more than 24 hours we will provide you with the same services and itinerary that were detailed on your confirmation to enable you to continue with your holiday, although you may, at your discretion, remain at the local joining point for the arrival of the group. We may operate trips in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those you normally expect. Your booking is accepted on the understanding that you realise the hazards involved in this kind of holiday, including injury, disease, loss or damage to property, inconvenience and discomfort. The whole philosophy of this type of travel is one that allows alternatives and a substantial degree of on-trip flexibility. The outline itineraries given for each holiday must therefore be taken as an indication of what each group should accomplish, and not as a contractual obligation on our part. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances. Pro rata refunds will be given for services not utilised wherever possible.

12. Air Travel Conditions of Carriage – Montreal Convention

In February 2005 a new Europe-wide law relating to denied boarding, delays and cancellation of flights came into force. This law granted rights to passengers including in certain circumstances the right to cancel their flight and receive reimbursement of the cost of the flight from their airline. Full details of these rights are publicised at EU airports and are also available from affected airlines.

However, you should note that reimbursement of the cost of a flight that forms part of your holiday is the responsibility of your holiday airline and will not automatically entitle you to reimbursement of the cost of your holiday from us. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 auc.org.uk Air Carrier liability for passengers and their baggage: This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Montreal Convention or the Regulation. It does not form part of the contract between the carrier(s) and you and no representation is made as to the accuracy of the contents of this Compensation in the case of death or injury: There are no financial limits to the liability for passenger injury or death. For damages up to approximately £80,000, the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault. Advance payments: If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days of the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than approximately £13,000. In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to approximately £3,300. In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to approximately £800. The air carrier is liable for destruction, loss or damage to baggage up to approximately £800. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault. Higher limits for baggage: A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee. Complaints on baggage: If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must complete a Property Irregularity Form at the airport and write and complain within seven days and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal. Liability of contracting and actual carriers: If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier. Time limit for action: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived. The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States. In accordance with EU directive (EC) no. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at air-ban.europa.eu In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used on page 166. The airline may use wide and narrow-body jets. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard. Some flights may need to stop en route. If we know about this in advance we will tell you. Flight times shown in the brochure, on the website and on your booking confirmation are not guaranteed. Actual flight times are shown on your tickets. Flight times are local times based on the 24-hr system. Please check with the airline regarding luggage allowance limits and the maximum allowable single item baggage weight. If you have a medical condition, serious illness, recently undergone surgery, or have suffered a recent accident, you must advise us and your airline and you may need to be cleared for travel by the airline which will involve obtaining a Fit to Fly Certificate from your GP.

13. Privacy Policy

The Explorers Privacy Policy sets out what information we collect, how we collect it, and what we do with it. Your information refers to information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including any information about other persons on your booking relating to the same ("your information"). Your information is collected when you request information from us, contact us (and vice versa) or make a booking with us. You are responsible for ensuring that other members of your party are aware of the content of our Privacy Policy and consent to your acting on their behalf in all your dealings with us. We will update your information whenever we get the opportunity to keep it current, accurate and complete. For the purpose of providing you with our services, including your flight, holiday or insurance, etc., we may disclose your information to our service providers (who could be located outside the UK/EEA). In order for you to travel overseas, it may be mandatory (as requested government authorities at the point(s) of departure and/or destination) to disclose your

information for immigration, security and anti-terrorism purposes, or any other purposes which they determine appropriate. Even if not mandatory, we may exercise our discretion to assist where appropriate. We may collect and use your information for the purposes set out in our registration with the Office of the Information Commissioner, and disclose the same to our "group companies" (some of whom are outside the UK/EEA) for business purposes. We may also disclose your information to companies who act as "data processors" on our behalf, or to our service providers operating systems or business functions on our behalf, some of whom are outside the UK/EEA. These purposes include administration, providing services (and contacting you where necessary), customer care, improving our service, business management and operation, re-organisation/structuring/sale of our business (or our group companies), risk assessment, security and crime prevention/detection, research and analysis, marketing, monitoring, measuring and assessing customer purchasing preferences and trends, dispute resolution, credit checking and debt collection. Some of your information (such as health or religion) may be considered "sensitive personal data" under the Data Protection Act 1998. We collect it to cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data from you on the condition that we have your positive consent. By booking with us you also agree for your insurers, their agents and medical staff to disclose relevant information (which may contain sensitive personal data) to us in circumstances where we need to act in the interest of everyone in the group you are travelling with. For example, if your illness at resort is infectious we may need to make special arrangements for you and also ensure that you do not return with the group immediately. If you do not agree to our use of your information as above, we cannot do business with you or accept your booking. We may from time to time contact you with information on offers of goods and services, brochures, new products, forthcoming events or competitions from our holiday divisions and our holiday group companies. Please note that our websites will assume you to agree to e-communications when you make a booking. You will be given the opportunity on every e-communication we send you to indicate that you no longer wish to receive our direct marketing material. You may indicate your preference regarding receiving third party direct marketing material. If do not wish to receive such information or would like to change your preference, please see below. You have the right to ask in writing by completing our Data Subject Access Request form for a copy of the information we hold about you (for which we may charge a fee) and to correct any inaccuracies in your information. You have the right to ask in writing not to receive direct marketing material about our products and services. If the following facilities are available, you can amend your previous preference on our website(s), using our "unsubscribe e-mail" or in literature which you subsequently return to us. Once properly notified by you, we will take steps to stop using your information in this way. If you would like a list of our group companies or brands, please send your request to James Ingham at the address stated in clause 24. Outside the European Economic Area (EEA), note that controls on data protection in such countries may not be as strong as the legal requirements in this country. We have taken all reasonable steps to have in place appropriate security measures to protect your information. Any changes to this Policy will be either posted on our website, brochure and/or made available on request. Any likeness or image of you secured or taken on any of our holidays may be used by the company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

14. Independent arrangements/excursions If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased in resort your claim should be directed to the activity provider and not to us. However, should you or any member of your party by misadventure suffer illness, injury or death during the period of your holiday from an activity which does not form part of the arrangements made by us or an excursion purchased through us, we shall at our absolute discretion give you every assistance including advice, guidance and financial assistance to cover initial legal costs for legal action against a third party where appropriate, up to a limit of £5,000 cost to ourselves per booking form provided such assistance is requested within 90 days of the misadventure. In the event of there being a successful claim for costs against a third party or a suitable insurance policy or policies being in force, the Company is entitled to recoup from you the costs actually incurred by us in giving this assistance.

15. Transport timings

Please note that the timings of air, sea, road or rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time. Carriers' conditions of carriage which will apply to you, have clauses which limit or exclude liability. We do not make any arrangements if there is a delay at the outbound or inbound point of departure. However, most airlines usually make provision in this case.

16. Travel insurance

Travel insurance is mandatory for all clients while on one of our tours. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives. You will be required to provide evidence of your policy at the start of the trip. The insurance scheme we offer is designed to cover all activities included

in our itineraries and the featured optional extras. Please note, however, that this policy may not cover you for any activities you purchase that are not pre-booked nor featured in official Explorers literature. If you choose not to take our insurance you are responsible for ensuring that you are in possession of travel insurance for the entire duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with cover/ benefits equal to/greater than the insurance we offer. If you make your own insurance arrangements you must ensure that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your tour.

17. Passports and visas

Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you should check with the appropriate Embassy, Consulate or British Foreign Office for the exact requirements for your chosen tour and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you purchase from us. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are travelling. The lead name is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your passport office or the consulate in question if you have any queries. Clients travelling overland to certain destinations may need to also pass through controls of other countries en-route so this should be allowed for with any passport/visa applications.

18. Health requirements

We are able to advise on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

19. Special requests

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

20. Trip Notes

If we issue detailed Trip Notes for your booking, all the information contained therein will be deemed to be part of the contract. Trip Notes are available from our website or by post from the address listed in clause 24 and contain up-to-date definitive information about the itinerary and travel arrangements. Should there be a discrepancy between the information in the brochure or website and the Trip Notes, the information in the Trip Notes supersedes that in the brochure or on the website and will be considered the most up-to-date and accurate.

21. Leader authority & behaviour

On an active group holiday it is necessary that you abide by the authority of the leader, who represents the company. If you commit any illegal act when on the holiday or if in the reasonable opinion of the leader your behaviour is disruptive, threatening or abusive or is causing or likely to cause danger, distress or annoyance to others we may terminate your travel arrangements without any liability on our part. If the Captain of your flight or ferry or our overseas staff believes that you could be disruptive, they can also refuse to let you proceed with your travel arrangements. If this means you are not allowed to board the flight outbound from the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges. If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. In any of these circumstances no refunds or compensation will be paid to you and we may make a claim against you for any costs and expenses incurred as a result of your behaviour e.g. the cost of diverting an aircraft or ferry to remove you. Criminal proceedings may also be instigated. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the holiday, you must advise us of this at the time of booking. The accommodation we arrange for you must only be used by those people named on your Confirmation Invoice (or on any Amendment Invoice issued). You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay, except damage caused by persons not known to you. These charges must be met by you and may have to be paid locally.

22. Dates & itineraries

Dates and itineraries for trips in this brochure, literature on our website our correct at time of publication. However, we reserve the right to make changes at any time and with the publication of later editions of brochures or updates to our website information and these changes supersede details published in any previous Explorers literature or web information. Latest dates and prices will be shown on our website.

23. Financial security

Explorers is part of TUI Travel PLC. We are fully licensed and bonded as a tour operator and a member of the International Air Transport Association (IATA). When you buy an ATOL protected air package or flight from us you will receive a Confirmation Invoice (or via our authorised agent through whom you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number [6352]. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund the flight costs you have paid to us for an advance booking. For further information, visit atol.org.uk. The price of your holiday includes a £2.50 per person charge as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from our quotations and for your repatriation in the event of our insolvency. For package holidays that do not include travel by air we provide this security by way of a bond held by ABTA. If you book arrangements other than a package holiday the financial protection referred to above does not apply. We are a Member of ABTA, membership number [Y0766]. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

24. Contractual obligations

These conditions were published on 05th October 2009 and apply to all Explorers Astronomy tours operated by Adventures Worldwide Ltd trading as Explorers, Cross & Pillory House, Cross & Pillory Lane, Alton, Hampshire, GU34 1HL. If you booked your holiday in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the Internet), this Agreement, and any claim or dispute arising from or related to this Agreement, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Scotland, this Agreement, and any claim or dispute arising from or related to this Agreement, will be governed by Scottish law and the courts of Scotland shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Northern Ireland, this Agreement, and any claim or dispute arising from or related to this Agreement, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it. This brochure and its booking conditions will be superseded by any subsequent edition.

25. Participation requirements

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen holiday as described in this brochure. No unaccompanied minors (those under 18 years of age) can be accepted however (a) minors aged 14 years and above are allowed to join tours provided they are accompanied by a parent or guardian who accepts full responsibility for them. Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the holiday. Failure to make such disclosure will constitute a breach of these booking Conditions and result in such persons being excluded from the holiday in which case all monies paid will be forfeit.