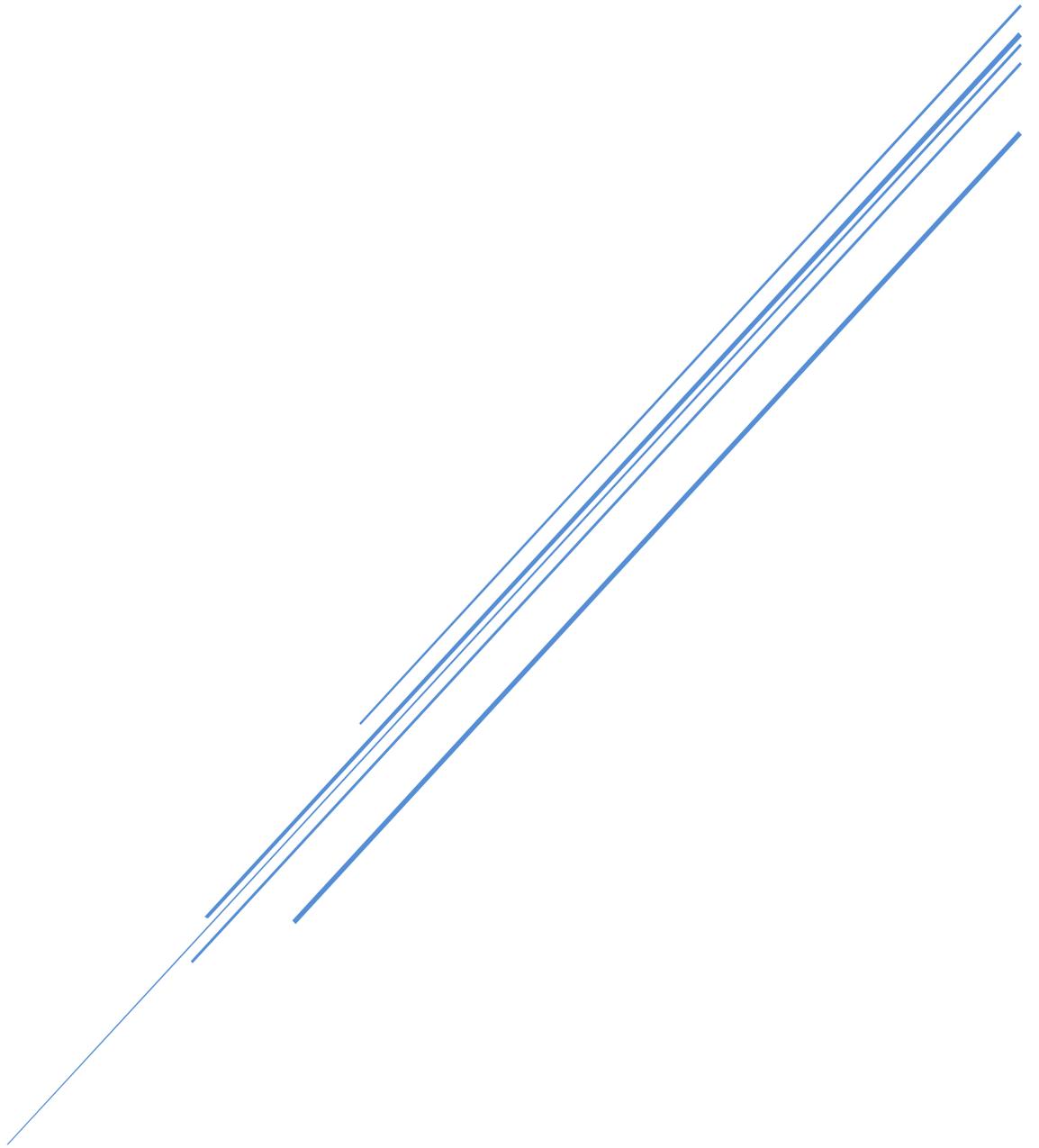


TERMS AND CONDITIONS

FrozenGround Travel Ltd.



The following booking conditions, together with the information set out on the relevant pages of the FrozenGround Travel website will form the contract between you and us for your holiday with us. Our address: 27 Austin Friars, London, EC2N 2QP

In this contract a reference to "you" and "your" include the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf a booking is made.

In this agreement:

“Meeting Point”	means the place specified by us in the Tour Pack as the place we will meet and start your holiday.
“Start Date”	means the date on which we meet to start your holiday.
“Tour”	means a holiday organised by FrozenGround Travel Ltd..
“Tour Pack”	means whatever documents we send to you in hard or soft copy to provide information about your Tour.

Booking your holiday

- 1.1. When you make your booking you must pay a non-refundable deposit.
- 1.2. When we receive your deposit, we will send you a confirmation invoice which confirms your booking. The contract between us comes into existence at that time. You undertake to pay for the holiday you have booked and we undertake to provide you with the holiday we describe on our website.
- 1.3. If you make a booking on behalf of others as well as yourself, we shall take it that you have the authority of each of those other people to enter into the contract on the basis of these booking conditions and that you and they have agreed to be jointly and severally liable to us.
- 1.4. If we are unable to accept your booking, we will of course return your payment to you immediately.
- 1.5. The balance payment for all tours is due at latest 8 weeks (56 days) before departure. We will send you a reminder 1 - 2 weeks before the balance due date.
- 1.6. For bookings made within 8 weeks (56 days) of departure, we require full payment immediately of a verbal or online booking. It is also

essential that you give us your passport details so that your flight tickets, where needed, can be reserved correctly.

- 1.7. In case of non-payment of the balance by the due date, we reserve the right to cancel your booking and cancellation charges will apply.
- 1.8. Where the cost to us of any part of the tour increases, we reserve the right to pass on that increase to you and to change the price of unsold holidays. We will return to you the balance if our costs change significantly in your favour.
- 1.9. You can give us your personal details, insurance, special requests, medical conditions, next-of-kin and passport details by completing a form on our website or alternatively we shall send to you

Payment

- 2.1. You can pay the deposit by either giving credit or debit card details (We accept VISA, MasterCard, Delta or Maestro and American Express). For payment by credit or debit card there is a charge of 3% of the transaction amount. We do not keep your card details.
- 2.2. The balance payment may be made by either electronic transfer or by credit/debit card for which full information will be provided at the time of confirmation of your booking. For payment by credit or debit card there is a charge of 3% of the transaction amount at the time of balance payment.
- 2.3. The last date for payment of the balance of the cost of your holiday will be due to us at least 8 weeks (56 days) before the Tour Start Date. We will tell you that last date for payment after we have confirmed your booking.
- 2.4. For certain tours, full payment must be received at an earlier stage before the start of your Tour. You will be advised at the time of booking when this is the case.
- 2.5. If you do not pay us before the last date for payment, we reserve the right to treat your booking as cancelled. If we do that, you accept that a cancellation fee will be due to us.

Surcharges and refunds

- 3.1. The prices given on our web site and in our brochure are calculated at costs current at the time we fixed them. If costs rise or adverse currency exchange rates apply, you agree that we may increase prices at any time to a maximum of 10% of the advertised cost of the Tour. If we do this we shall tell you the costs which have risen and the percentage by which they have risen.
- 3.2. No matter what the increase, we shall not increase the cost less than 8 weeks before the departure date.
- 3.3. If we increase the price of your Tour by more than 10%, you are free to cancel. In that circumstance we will return to you all money paid to us.
- 3.4. As we say on the Tour web pages, a minimum number of participants are required in order for a Tour to be viable. In the unusual event that we cancel a Tour, we shall return the full amount of your deposit or other payment.

Changes and cancellations by you

- 4.1. We will try to accommodate any change, for example departure date, accommodation or extensions, you are compelled to make, but we cannot promise to do so. If we do, you agree to pay an administration fee of £35 and any additional cost of a different arrangement. Please note that an airline may treat a change as a cancellation and create a new booking, charging a 100% cancellation fee. Any request for changes must be made in writing from the person who made the booking. You should be aware that costs incurred in changing a booking could increase the closer to the departure date they are made and you should therefore contact us as soon as possible.
- 4.2. If after our confirmation invoice has been issued, you wish to transfer to another holiday, we will do our utmost to arrange this but it may not always be possible. Any such request must be made in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £75, plus any further costs we incur in making this alteration. Please note that an airline may treat a change as a cancellation and create a new booking, charging a 100% cancellation fee. You should be aware that costs incurred in transferring a booking could increase the closer to the departure date they are made and you should therefore contact us as soon as

possible. You cannot transfer your holiday later than 9 weeks prior to departure. Any request to transfer your booking received within 9 weeks of departure will be treated as a cancellation and subject to the charges shown in section 6.5

- 4.3. Only the person who made a booking may cancel. The cancellation takes effect from the date at which a written notification reaches our office.
- 4.4. If you cancel, your deposit and any flight costs which have been invoiced, will be forfeit.
- 4.5. We shall charge an additional sum related to the time remaining before the date of departure, as follows:

Up to 56 days:	Deposit plus invoiced flight cost, if any
55- 41 days:	30% of tour cost
40 - 29 days:	50% of tour cost
28 - 15 days:	75% of tour cost
14 days:	100% of tour cost
- 4.6. If circumstances force you to leave the Tour early, you will have to bear any additional costs yourself.

Changes and cancellations by us

- 5.1. We reserve the right to change travel and tour arrangements. This is necessary because many of our tours involve variables which are outside our control. These include, weather, political issues, currency problems, flights and accommodation issues.
- 5.2. We shall tell you about small changes before departure. If we think a necessary change is important, we will tell you about it as soon as we can and give you the opportunity to either accept the change, or take an alternative holiday (paying or receiving a refund / credit in respect of any price difference), or cancel and accept a full refund.
- 5.3. If such problems occur during a tour, we will make alternative arrangements so as to comply as closely as possible to the description of the tour on our website.

- 5.4. If a problem occurs which is so serious that we have to cancel a tour before the date of departure, you may choose to accept either an alternative holiday (paying or receiving a refund/credit in respect of any price difference) or a full refund of all money paid.
- 5.5. In certain cases we may pay compensation too, at our discretion.
- 5.6. We are not liable to you in any circumstances for loss or damage or loss of your holiday when:
 - 5.7. unusual and unforeseeable circumstances arise which are beyond our control, the consequences of which we could not have avoided even with all due care; or
 - 5.8. the change is not significant.
- 5.9. We are not liable to pay you any additional travel or any other costs, expenses or losses which you incur as a result of any change or cancellation by us, such as changes to times of connecting flights or other travel arrangements.
- 5.10. We reserve the right to cancel any Tour, for which there are not enough bookings, not less than four weeks prior to departure. In the event of our cancellation, your deposit (and any other payment you may have made to us) will be refunded in full, or, if you prefer, transferred to an alternative Tour.

You agree that all these provisions are reasonable.

Payment Protection

In order to comply with the Package Travel, Package Holidays and Package Tours Regulations 1992, all payments received by us will be held in a trust account until the completion of the Tour.

Travel Insurance

- 7.1. It is a condition of booking with FrozenGround Travel Ltd. that you take out appropriate travel insurance. Your travel insurance must provide cover against personal accident, death, medical expenses, emergency repatriation and evacuation via whatever means necessary including by helicopter/air ambulance. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and

personal effects. You must send us proof of cover when you make payment of the balance due for your Tour.

- 7.2. We cannot approve the cover you have bought and are not responsible if it is inadequate. We reserve the right to cancel your booking at any time before departure if we are not satisfied that adequate insurance is in place for you. We will not be responsible for any loss, damage or accident to any luggage and property, howsoever incurred.

Passport, Visa, Health Requirements and Responsibilities

Please note carefully:

- 8.1. to be absolutely safe, it is a good idea to make sure your passport is valid for at least six months after the date of return of your Tour;
- 8.2. remember to apply for any necessary visa in good time; We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements
- 8.3. Check with your GP what vaccinations and medication you may require and allow time to obtain them. It is your responsibility to ensure that you obtain all necessary inoculations, take all necessary medication and follow all medical advice in relation to your holiday. Remember to bring certificates and confirmations with you in your hand luggage.
- 8.4. You must tell us, before you book your holiday, if you have existing medical condition or disability that might affect your holiday or other group members` enjoyment. We reserve the right to cancel your booking if, in our opinion, your chosen holiday is not suitable for you. In this case we will give a full refund but no compensation.

Details are also available from the National Travel Health Network and Centre www.nathnac.org.

- 8.5. If you are a national of an EC country and are taking a European tour, you should take your European Health Insurance Card (EHIC) available from main Post Offices or online.
- 8.6. All our holidays are graded and it is your responsibility to ensure that you are physically fit and suitably equipped to compete the holiday. If you are unable to continue your holiday you will be responsible for making your own alternative arrangements at your own expense and no refunds will be given.

- 8.7. If you need professional medical care or have allergies or special dietary requirements whilst on a tour, we will try to obtain it and inform your travel insurers as quickly as practically possible. Please ensure that you provide us with your next of kin details so that we can make arrangements for them to be contacted in an emergency.
- 8.8. You agree to repay to us all costs we incur in providing this assistance, including payment for any transport and telephone calls must be reimbursed to the company. We will give you a receipt on your return, for you to pass to your travel insurers.
- 8.9. Your booking is accepted on the understanding that you realize and accept the risk and hazard potentially involved in adventure or activity holidays. Some of our trips go to altitude (3000m and above) where there is a risk of being affected by Acute Mountain Sickness (AMS). However our itineraries are designed to enable everyone to acclimatise to these altitudes, but you should be aware that it is still possible for you to be affected.

Tour Information

Approximately four weeks before the Start Date, we shall send you a pack of information relating to your Tour. This information will include:

- 9.1. location of Meeting Point and time of meeting;
- 9.2. climate and clothing recommendations;
- 9.3. any important details relevant to a particular site that we may visit;

Accommodation

We will arrange accommodation as close as reasonably possible to the sites we visit. Accommodation will be in good quality hotels or lodges. Occasionally it may be necessary to use bed and breakfast accommodation. En-suite facilities will be provided wherever possible. We will discuss your exact accommodation requirements when you have made a booking, but please note:

- 10.1. we reserve the right to change accommodation to that stated on our website itineraries - (see below "changes of itinerary").
- 10.2. single rooms are normally available at an extra cost. However, if you so wish, it may be possible for you to share a room.

- 10.3. accommodation in some countries will be of a lower standard than comparable accommodation in the UK.

Changes of Itinerary

- 11.1. Despite careful planning, it is possible that a site may become inaccessible due to matters outside our control, for example through natural disaster, political turmoil, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances.
- 11.2. It is also possible that new information regarding our holidays will, in our opinion, benefit the tour participants generally by providing better opportunities.
- 11.3. We may therefore decide to make changes to the itinerary to accommodate either of the above possibilities. We will tell you of any such change as soon as we decide to make it. If that happens, you may transfer to an alternative holiday. If your chosen alternative is of a lower price we will refund the difference. If it is of a higher price, you must pay the difference.
- 11.4. If the leader feels there is any heightened level of risk involved on the tour, they may amend or cancel it, in which case we will do our best to offer an alternative activity.

Baggage restrictions

We have to work within the restrictions laid down by any carrier we use. Policies vary from one carrier to another and from time to time. We will tell you the exact allowances and terms after you have made a booking with us.

If you have an unusual requirement, perhaps for medical reasons, do contact us and we will try to help you immediately.

Limitations on our liability

We want you to enjoy a perfect holiday with FrozenGround Travel Ltd. We shall do our best to make your holiday special for you. Nonetheless, we must make clear the limitations in law. We are not liable to you for:

- 13.1. any event which happens before you board our transport at the Meeting Point or after you leave our transport at departure;

- 13.2. any problem arising from your failure to reach the Meeting Point on time, for whatever reason; (though we would do our best to help you in any way we reasonably could)
- 13.3. any aspect of goods or services you buy or accept other than those arranged by us;
- 13.4. medical problems or physical difficulties, even if you have told us about them in advance;
- 13.5. medical emergencies;
- 13.6. your own carelessness or negligence in any aspect of your behaviour whilst with us;
- 13.7. changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of a Tour;
- 13.8. problems or issues which we could have resolved whilst on a Tour but which you raise only after your return.
- 13.9. injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from either:
 - 13.9.1 the act or omission of you or anyone in your party;
 - 13.9.2 the act or omission of a third party not connected with the provision of your holiday.
- 13.10. services we have not provided. The services and features included in your Tour are those specified in our website. If you choose to buy other goods or services during your holiday, those are not part of the package we provide, even if arranged at your request through our Tour leader. Accordingly we are not liable to you for any happening in connection with that service or those goods.

Local standards

- 14.1. Laws, standards, culture and attitudes are different in many countries from what you reasonable expect at home. We are not responsible for standards of service, safety, hygiene and behaviour which may be lower than you are used to or which you expected.
- 14.2. We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply

does not automatically mean we or the service supplier has not exercised reasonable skill and care.

- 14.3. Please also note that we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

Limitation of compensation by international conventions

- 15.1. We and you are subject to international conventions, when they apply. This may limit the amount of a claim you may be make, against us or anyone else. The most we will have to pay you for many claims for personal injury will not exceed what a carrier would pay under, for example, the Warsaw Convention or the Montreal Convention for international travel by air, or the EC Regulation on Air Carrier Liability, or the Athens Convention for international travel by sea, or the Convention on International Travel by Rail. Please note: where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the complaint or claim in question.
- 15.2. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) where international convention or regulation does not apply, the maximum amount of compensation we will pay you will be £400.
- 15.3. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.

Flight and other transport delays: limit of our liability

- 16.1. Timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time. There is no guarantee that

flights, trains or ferries will depart at the time specified. If they do not, we are not liable to you for any delay or cancellation or for any failure to take what you think are the best actions to have taken in particular circumstances.

- 16.2. In the case of air travel, the airline is responsible for providing assistance under the Denied Boarding Regulations. We will try to keep you informed throughout the period of any delay.
- 16.3. Our policy if a delay occurs, is to continue with our plans until the flight (or other form of transport, if relevant) is cancelled with no suitable alternative flight being offered by the airline. However, if we considered it impossible to find a reasonable alternative form of transport, we would cancel the holiday and refund you all holiday payments.
- 16.4. Where any delay in returning home lasts for longer than 24 hours, the airline should continue to meet your accommodation and reasonable meal expenses. This will be the case where the airline is an EU carrier or was due to depart from an EU airport. They may, however, require you to stay at the accommodation and take the meal arrangements they provide. We regret we cannot meet such expenses where the airline does not do so, or where you choose not to accept the arrangements offered.
- 16.5. If you wish to find at any time to return home early or independently, for example by booking an upgrade with the airline or by organising overland travel, we will provide whatever assistance we can. All expenses involved in doing so will be your responsibility.
- 16.6. EC Regulation No 261/2004 (The Denied Boarding Regulations) apply where the airline is an EU carrier or the affected flight was due to depart from an airport within the EU. Where applicable, you must pursue the airline for the compensation or other payment due to you. The compensation set by the regulations is your full entitlement. It covers, for example, distress, disappointment, inconvenience or effects on other arrangements. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding.
- 16.7. If, for any reason, we make a payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you agree, when requested, to assign to us the rights you have or had to claim the payment in question from the airline.

- 16.8. If your airline does not comply with these rules you may complain to the Civil Aviation Authority on 020 7453 6888 or by e-mail to passengercomplaints@caa.co.uk or see www.caa.co.uk – “Referring Your Complaint to the CAA”.
- 16.9. Remember that transport and other service providers have their own booking conditions or conditions of carriage or service. You will be bound by these as far as that service is concerned. Such conditions may limit or exclude liability on the part of the relevant provider and they are often also subject to international conventions.

Help we need from you

- 17.1. Most FrozenGround holidays require reasonable physical fitness and appropriate footwear. You should be prepared to walk up to a couple of miles a day, sometimes on uneven or slippery surfaces.
- 17.2. To satisfy the majority of our clients, we apply “no smoking” rules in the same way that they are applied by law in the UK. Please note however, that smoking is permitted in some countries we may visit so we cannot prevent third parties from smoking in a bar or restaurant.
- 17.3. If we provide medical help to you, whether or not you specifically ask for it, we will provide receipts for all costs (for your insurer) and you now agree to repay us that cost on your return from the Tour.
- 17.4. If at any time, it is our opinion (given by any of our staff or Tour leaders) that you are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other Tour member, we may exclude you from the programme for the remainder of the Tour. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other clients. You will also understand that you will be responsible for making your own alternative arrangements at your own expense and no refunds will be given.

Complaints

We shall try our utmost to provide a happy and fulfilling holiday, but if we fail in any way, do please raise any issue with your Tour leader immediately. If your complaint cannot be satisfied it is not dealt with to your satisfaction at the time of reporting it to the leader(s), then you should give us full details in writing, immediately on your return. We cannot respond to verbal complaints.

Miscellaneous

- 19.1. In this agreement unless the context otherwise requires:
 - 19.1.1 a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit;
 - 19.1.2 any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
 - 19.1.3 any obligation of any person arising from this agreement may be performed by any other person.
- 19.2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 19.3. For the purposes of the Data Protection Act 1998 you consent to the processing of your personal data (in manual, electronic or any other form) relevant to this agreement, by us and our suppliers. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA.
- 19.4. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- 19.5. In the event of a dispute between us, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 19.6. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that act.

- 19.7. We are not liable for any failure or delay in performance of this agreement which is caused by circumstances beyond our reasonable control.
- 19.8. The validity, construction and performance of this agreement shall be governed by English Law, and the exclusive jurisdiction of the English Courts.