

# DRAGOMAN OVERSEAS TRAVEL LTD.

Welcome to Dragoman & Welcome to Overlanding  
Trip Suitability & Booking Conditions

2018 / 2019 ~~AD~~ ~~CE~~  
(EEA Version ONLY)  
(not for clients outside of European Economic Area)

  
Date: 31st March 2020



# WELCOME TO DRAGOMAN & WELCOME TO OVERLANDING

## DRAGOMAN HAS OVER 30 YEARS EXPERIENCE OF LEADING OVERLAND TRIPS AROUND THE WORLD.

Overlanding is all about sharing a great travelling experience with like-minded people. On your trip you'll travel in one of Dragoman's purpose-built iconic expedition vehicles or our converted North American school bus, on an off the beaten track adventure along rugged roads, experiencing the sights, sounds and smells of the world up close.

Your journey will be overland, so some long days spent driving are inevitable - but these will be interspersed with breaks to explore a destination or enjoy various activities. We have honed our itineraries over the years to offer freedom, flexibility and time to explore and get into the local communities - we take time to enjoy the journey, not just the destination.

On an overland journey you are more than just a passenger and everyone gets involved setting up camp - we supply the tent but it's up to you to pitch it! As part of your trip you will be assigned a truck job which could be collecting firewood or water, luggage loading, tidying the truck, organising food stores, cooking etc.

Like all great adventures, the more you put in the more you'll get out!

We are looking forward to welcoming you on one of our overland journeys but before we do there are a few things we would like to draw to your attention:

### Group size

On your trip you will be part of a group of up to 22 people of all ages and nationalities sharing a passion for travel.

### Accommodation and meals on tour

Dragoman overland trips are designed for multi-share accommodation, whether camping or staying in hotels and therefore do not involve a single supplement. Your trip notes will give you details of how much of your trip is spent camping, in hostels or hotels. One of the highlights of overlanding is that in more remote areas we will wild camp; this allows us to get far away from the tourist crowds to some beautiful, secluded spots. When camping you will be divided into smaller groups of 3 to 4 people and take it in turns to plan the meal, shop for ingredients in local markets or supermarkets and cook for the whole group. Cook groups are responsible for communal equipment but you are responsible for washing your own utensils. When staying in hotels and hostels you will be eating locally prepared food. Upgrades are often possible at campsites and in towns.



### Drive days

Our trucks are designed to take us around the world into areas where conventional buses or coaches do not go. The truck will be your travelling home with roof seats and opening windows to keep you in touch with the countries you are travelling through but be aware that there is no aircon, no curtains, limited heating and high steps and the ride will be bumpy at times - they are expedition vehicles.

### Our crew and guides

All our trips are generally run by two western trip leaders who are passionate about travelling and will ensure your trip is both enjoyable and safe. Your leader will provide practical information about the places you are travelling through and offer suggestions for things to do and see. Whilst not being guides in the traditional sense you can expect them to have a general knowledge of the places you visit - and to ensure you get the best in local knowledge we also employ local guides at sights of interest along the way. In addition, on many of our Africa and Asia trips, we have a third local crew. It is also good to keep in mind that our crew have an overland truck to drive and maintain.

### The Kitty

The kitty is a group fund and forms part of the total cost of your trip. It is an amount that everyone puts into a central pool that is monitored by the Dragoman crew and is paid to the trip leader at the start of each trip. It funds accommodation, meals whilst camping, and activities that the group take part in as a whole that are listed as included in the itinerary. The kitty price is constantly updated throughout the year due to fluctuations in exchange rates and variation in local costs. It is important you check the most recent estimate on the website shortly before departure, to ensure that you take the correct amount.

### Itineraries

Our itineraries are our intention but travel in more remote areas of the world is unpredictable - borders can close, there can be extreme adverse weather, strikes or maybe mechanical issues that affect the running of your trip but equally due to the nature of our trips we can often spontaneously include a local festival, additional time at a beach (a popular group request) or a detour to a local school into the itinerary.

### Health

You have to be reasonably fit to fully participate in one of our trips as our trips do require some level of active participation. To make sure you choose a trip that meets your fitness level, please look carefully at the physical rating on our website and check out with your doctor any pre-existing medical condition or medication you are taking that may affect your ability to fully participate in the trip.

## IT'S THE JOURNEY NOT JUST THE DESTINATION



# DRAGOMAN BOOKING CONDITIONS AND THE TRIP SUITABILITY

## Guaranteed Trips

We offer guaranteed departures on a number of our most popular trips. If you book a trip on a Guaranteed Departure, it will be guaranteed to run unless we are forced to cancel it for reasons outside our control (including force majeure). Look for the G symbol next to the departure date to check whether the trip is guaranteed. As part of our commitment to responsible tourism, we try to run trips with full trucks rather than ones with empty seats to be kinder to the environment. If you're booked on a trip that has not been guaranteed and that does need to be cancelled, our reservations team will get in touch with you and try to find an alternative date or trip that suits you.

## Booking A Trip

All bookings are subject to our full booking conditions below.

In booking a trip you do need to be healthy enough to participate in the trips. Although we do not have age limits (except you must be 18 or over – apart from family trips), you do have to be able to physically and mentally cope with the lifestyle of an overland trip.

When you read the booking conditions, be especially aware of your responsibilities for your own health and suitability to this kind of travel. Just so we are very clear, we would like you to also read the paragraphs below, which are extracts from our brochure and trip notes.

## Booking Conditions & Jurisdiction

If you book a Dragoman Trip, you must agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between yourself and Dragoman Overseas Travel Ltd. This is the case even if the booking conditions of a specific agent say otherwise. Please do NOT book a trip if you cannot accept this.

## Adventure Itineraries & Risk

Dragoman is an overland operator & we run unpredictable overland adventure journeys. These are off the beaten track trips often in areas without western infrastructure. As many of the areas do not adhere to western safety standards & may have political or economic instability, there will be higher risk & un-predictability associated with Dragoman's form of travel, than you would find in your usual life or other forms of travel. This is the nature of grass-roots overland travel. Please do NOT book a trip if you cannot accept this.

## Overland Lifestyle & Flexible Itineraries

Dragoman trips can be quite demanding & you must be prepared to participate. This may involve demanding physical activities, such as lifting, pushing vehicles, digging, collecting wood, etc. The more you put in the more you will get out. We will often camp & when wild camping we rely entirely on our own provisions. You are expected to put your own tents up & to participate in all forms of camp life including cooking for the group on a rotation basis. The hotels, hostels & homestays we use can vary greatly in standards as we try to use locally run accommodation where possible & often western style hotels are unsuited to overland travel or are unavailable or unaffordable in many of the areas we visit. Please do NOT book a trip if you cannot accept this.

Every overland journey WILL be different & although we intend to follow routes that we publicise, we will often change itineraries. That is the nature of real travel, the ups & downs, the joys & the frustrations; itineraries are an intention only & will change depending on circumstances. Vehicles can develop mechanical issues and we may have to change to use other forms of transport, such as buses, trains, etc. Mechanical issues, unexpected border closures, roads get blocked, adverse weather and others can all affect the running of a trip. Equally, a local wedding, a festival or maybe just pure hospitality will mean we spend a night unplanned. Please do NOT book a trip if you cannot accept this.

## Your Health & Suitability

Our trips are not generally suitable for persons with reduced mobility. You need to be in good physical health in order to participate fully in our trips. When selecting your trip please make sure that you have read through the itinerary carefully and assessed your ability to cope with our style of travel. It is your responsibility to ensure that you will be suitable. To help you assess if the trip is suitable please refer to the physical

ratings. The rating for each trip are a good indication of how challenging they are and in some cases you should be prepared for long driving days and limited facilities. We are always happy to give additional advice if you have any concerns. Please note, that if, in the opinion of our leader, you are unable to complete the itinerary without undue risk to yourself and/or the rest of the group, Dragoman reserves the right to exclude you from all or part of the trip without a refund.

You should consult your doctor for up-to-date medical travel information prior to travel, particularly if you have a pre-existing medical condition. We also advise you to declare any pre-existing medical condition to your travel insurer on purchase.

You will be obliged to disclose any medical condition or medication that you are taking to your tour leader at the start of your trip for health and safety purposes. If at the time of booking you have any concern at all about a medical condition that may prevent you from participating fully in the trip, please let your travel agent or Dragoman know as soon as possible. If upon disclosure, our operations team is of the opinion that the trip is not suitable for you, then we reserve the right to cancel your booking or alternatively to limit your participation in certain activities.

## Altitude

If you are travelling to any areas of altitude with Dragoman (The Andes, Himalayas, Tibet, Kyrgyzstan and Western China), you must think carefully about how fit you are and will altitude be an issue. Some pre-existing medical conditions are known to severely worsen at high altitude and be difficult to adequately treat on the ground, leading to more serious consequences. It is imperative that you discuss your pre-existing medical condition/s with your doctor. We understand certain medications are reported to aid acclimatising to high altitude; please discuss these options with your doctor. For trips that travel to areas of high altitude, the tour leader will issue you with a self assessment altitude questionnaire which allows you to monitor how you are coping with the altitude and informs you of danger signals so that you can report these as soon as possible, either to the tour leader or a medical professional.

## Health & Vaccinations

Recommended vaccinations and other health protection can be found in trip notes on our website, with Dragoman customers entitled to 10% off vaccinations at Nomad clinics.

## Passport & Visas

It is your own responsibility to ensure that you are in possession of a full passport with at least 6 months validity from date of your return. You will also need to make sure that you have sufficient blank pages for any visa stamps. For more details see our trip notes and website.

## Foreign Office Travel Advice

The Foreign & Commonwealth Office (FCO) ([www.fco.gov.uk/travel](http://www.fco.gov.uk/travel)) provides destination travel advice for UK nationals. Dragoman monitors the advice from the FCO and any decisions taken regarding a trip's safety and security will use the vast experience of the company's 36 years of operating as well as the FCO advice.

We strongly recommend that you read the information about the country you are planning to visit – each country has a summary and general information as well as advice on safety & security, local laws & customs, entry requirements and health.

If you are not a UK national please make sure you have checked your own country's travel advice for your destination/s:

The US Department of State: <http://travel.state.gov>  
Canadian Foreign Affairs: [www.voyage.gc.ca](http://www.voyage.gc.ca)  
Australian Government Travel Advice: [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au)  
NZ Government Travel Advice: [www.safetravel.govt.nz](http://www.safetravel.govt.nz)

You will have seen from the preceding section that overland travel is not suited to everyone. It is a type of travel for those who want to participate, don't mind discomfort or uncertainty, are happy with a flexible itinerary, enjoy camping and thrive on the thrills of travel.

# BOOKING CONDITIONS

## Dragoman deposit and fees (conversions)

Deposits and Fees	GBP	AUD	NZD	USD	CAD	EUR
Band A Deposit	200	350	350	350	350	250
Band B Deposit	300	500	500	500	500	350
Band C Deposit	400	700	700	700	700	450
Band D Deposit	500	850	850	850	850	550
Band E Deposit	600	1000	1000	1000	1000	650
Band F Deposit	700	1150	1150	1150	1150	800
Band G Deposit	800	1300	1300	1300	1300	900
Transfer to another trip	75	150	150	150	150	100
Amend Booking	15	30	30	30	30	25

## BOOKING CONDITIONS

### Dragoman Overseas Travel Ltd.

Head Office: Camp Green, Kenton Road, Debenham, Stowmarket, Suffolk. IP14 6LA.

Reg. Office: Camp Green, Debenham, Suffolk IP14 6LA. UK Reg. Number: 2732524 VAT Number 571435640

Registration Place: Cardiff. United Kingdom

### Booking Conditions & Jurisdiction

If you book a Dragoman Trip, you must agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between yourself and Dragoman Overseas Travel Ltd. This is the case even if the booking conditions of a specific agent say otherwise. Please do NOT book a trip if you cannot accept this.

#### 1. Terms Used

a) The "Company", "we", "us" and "our" is Dragoman Overseas Travel Ltd. which is incorporated in England with limited liability. Reg. Office: Camp Green, Debenham, Suffolk IP14 6LA. UK Reg. Number: 2732524.

b) The "Client", "you" and "your" is all persons named on the booking (including anyone who is added or substituted at a later date) or any of them, as the context requires.

c) The "lead name" is the person who makes the booking on behalf of everyone travelling on the booking. The lead name must be at least 18 at the time of booking.

d) A "tour" is any expedition, safari, tour, trip or combination of sectors that has its own reference as shown in the Dates & Prices section of our brochure or website which you book with us in the UK and which we agree to arrange, provide or perform, as applicable, as part of our contract with you. A "flight inclusive tour" is any tour which includes flights booked through us at the same time as the rest of the tour arrangements.

e) "Force majeure" is any event or circumstances which we or the supplier of the service(s) affected could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather or road conditions, fire, bureaucratic obstacles, changes in schedules or mode of transport by ferry companies, airlines, bus or train operators and all similar events outside our control.

#### 2. The Contract

a) A contract between us only comes into existence after we receive a deposit as described in the chart above, and dispatch, by post or electronically, to the lead name or your travel agent a confirmation invoice. The lead name must be authorised to make the booking on the basis of these booking conditions by all persons listed on the booking (and their parent or guardian for anyone under the age of 18 at the time of booking) and is responsible for ensuring that all those listed have read the booking conditions and agree to abide by them. The lead name is responsible for making all payments due to us.

b) No persons, organisation or employee of the Company has any authority to vary any of these booking conditions, or any information, itineraries, dates and prices, etc., printed in this brochure.

c) We reserve the right to decline any booking at our discretion.

d) Please check your confirmation invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within 10 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but

you must meet any costs involved in doing so.

e) Where you book through our website, any electronic acknowledgement of your booking is not a confirmation of it. Your booking is confirmed when we send the confirmation invoice to the lead name electronically.

### 3. Payments

a) If you book your tour more than 56 days before the departure date, you must pay a non-refundable deposit as described in the chart above. The balance of the tour cost must be paid not later than 56 days before the departure date of the first tour booked, otherwise we are entitled to treat the booking as cancelled by you in which case the cancellation charges shown below will be payable.

b) If you book your tour less than 56 days before the departure date, you must pay the full tour cost at the time of booking, which is non-refundable.

c) For flight inclusive tours, all monies you pay to one of our UK authorised travel agents for your tour will be held on our behalf until they are paid to us. For all other tours, all monies you pay to such travel agents for your tour will be held by the agent on your behalf until we dispatch our confirmation invoice. After that point, your agent will hold the monies on our behalf.

### 4. Cancellations

a) If you wish to cancel your tour (see definition of tour above), the lead name must inform us in writing.

Cancellation charges are calculated on the day written notification is received by us. The table below shows the number of days before the tour departure date that the Company receives written notification of a cancellation, and the percentage of the total tour cost, including any surcharges but excluding any amendment fees, insurance premiums, non-refundable deposits on tours, pre-paid non-refundable kitty expenses and upfront flight costs (all of which are non refundable), that will be payable as cancellation charges:

Days	% charge
More than 56	Loss of non-refundable deposit
Between 31 & 55	50%
30 days or less	100%

b) Please note the cancellation charges mentioned above do not cover flights and extra hotel accommodation. Cancellation charges on flights vary but can be as much as 100% after purchase. Extra hotel accommodation may also incur 100% cancellation charges after booking.

c) Once the tour has started, no refunds will be made under any circumstances for any unused sector(s) or section(s).

d) We reserve the right to cancel your tour for any reason more than 56 days before the departure date or after this date where we are forced to do so for reasons outside our control (including force majeure). In the event of cancel, we will tell you as soon as possible. Our tours require a minimum number of 6 participants to enable us to operate them. If the minimum number has not been reached, we are entitled to cancel it. We will notify you or your travel agent of cancellation for this reason no later than 56 days prior to departure.

e) In the event of cancellation by us, we will offer you the choice of (i) purchasing an alternative tour from us, of a similar standard to that originally booked if available or (ii) receiving a full and quick refund of all monies you have paid to us. Where possible, we will offer you at least one alternative tour of equivalent or higher standard for which you will not be asked to pay any more than the price of the original tour. If this tour is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the tour we specifically offer you, you may choose any of our other then available tours. You must pay the applicable price of any such tour. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper

f) If we have to cancel, we will, where compensation is appropriate, pay you the compensation payments shown in clause 8c depending on the circumstances and when the significant change or cancellation is notified to the lead name or your travel agent subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to cancel as a result of unavoidable and extraordinary circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate your tour has not been reached (see above). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

### 5. Transfers & Amendments

a) If you want to transfer from one tour to another, you must inform us in writing together with a completed, signed booking form (and increased deposit if necessary) for the tour to which you wish to transfer. If we receive written notification 56 days or more before the departure date of the original tour, an administration charge, as described in the chart above, per person will be made, plus any other non-recoverable charges or expenses. If we receive written notification less than 60 days before the departure date, all transfers will be treated as cancellations and subject to the scale of cancellation charges shown in clause 4 a). If you subsequently cancel the new tour, cancellation charges will be calculated on whichever tour is of the greater value.

b) Transfers between you and anybody else may not be made less than 7 days before departure. All transfers are subject to an administration charge, as described in the chart above, per person, plus any other non-recoverable charges or expenses and third party amendment charges incurred as a result of the transfer. Please note that a transfer may not be possible due to permits and local regulations, depending on the tour and destination.

c) Any amendments (other than cancellations or transfers) which are made to a booking (including flights and insurance) will incur an amendment fee, as described in the chart above, per person per amendment together with any costs or charges incurred or imposed by any of our suppliers in making the amendment.

**d) In the event of you cancelling your trip all trip deposits are non-refundable.**

## 6. Prices

a) We reserve the right to vary and correct errors in prices at any time before the contract has been made and, in the event that it does so, will advise you at the time of booking.  
b) Once the price of your chosen tour has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the circumstances set out in this clause. Price increases or decreases after booking will be passed on by way of a surcharge or refund.  
A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or in the exchange rates which have been used to calculate the cost of your tour.

b) If any surcharge is greater than 8% of the cost of your tour (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another tour from us as referred to in clause 8.

c) Where applicable, you have 7 days from the issue date printed on the surcharge invoice to tell us if you want to purchase an alternative tour or cancel. If you do not tell us or your travel agent that you wish to do so within this period of time, we are entitled to assume that you agree to pay the surcharge. Any surcharge must be paid with the balance of the cost of the tour or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

d) Where a refund is due, we will pay you the full amount of the decrease in our costs less any administrative expenses incurred by us as a result of the reduction in price.

e) We promise not to levy a surcharge within 20 days of departure. No refund will be payable during this period either.

f) No refund is available due to decrease in the price of a tour as a result of discounts.

## 7. Itineraries

a) The itineraries and other details are published in good faith as statements of intention only and reasonable changes in the itinerary, vehicle and equipment use, etc. may be made where we deem necessary or advisable.

b) If any additional expenses are incurred through delays, accidents or disruption of planned itineraries because of force majeure or considered advisable by us, such expenses are to be borne by you.

c) You accept that force majeure may prevent us from supplying or performing services and/or itineraries as described.

d) Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of force majeure.

e) No refund will be made for unused services included in the tour cost.

## 8. Changes

a) We reserve the right to alter our descriptions of the facilities and services described in the brochure or on our website at any time before a booking is made although notification of any such changes which are material will be given to you at the time of booking.

b) Once your booking has been confirmed, we will do our best to ensure that none of the ingredients of your tour arrangements have to be altered in any material way. However, you will appreciate that, because arrangements are planned many months in advance and because of the unpredictability of travel in most areas, sometimes changes have to be made. Where a significant change (see 8d) below) is made to advertised or confirmed tour details, you will be informed when you book or, if you have already booked, as soon as possible, if there is time before departure. You may then:

i) accept the change, or

ii) book any other of our available tours (where possible, we will offer you at least one alternative tour of equivalent or higher standard for which you will not be asked to pay any more than the price of the original tour. If this tour is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the tour we specifically offer you, you may choose any of our other then available tours. You must pay the applicable price of any such tour. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper), or

iii) cancel your booking and receive a full refund of all monies you have paid us for your tour.

c) If we have to make a significant change we will, where compensation is appropriate, pay you the compensation payments set out in the table below depending on the circumstances and when the significant change is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. The table below shows the number of days you are told before the tour departure date and the compensation payable:

Days	Compensation
More than 56	Nil
Between 28 and 55	£15
Between 15 and 27	£25
Less than 15	£35

d) A significant change is considered to be one affecting at least one day in five of the itinerary.

e) We reserve the right to use alternative forms of transport and/or vary the itinerary if force majeure, breakdown, accident, sickness, etc. make such a change necessary.

f) Because of the nature of the areas we travel through, significant changes can and do occur after departure, over which we have no control. On rare occasions, force majeure may require us to curtail a tour before its scheduled end. We will organise contingency itineraries but, where force majeure occurs, cannot be held responsible for

compensation or additional expenses or offer any refunds (unless we obtain any refunds from our suppliers) in respect of any unused services.

g) All changes which are not significant are treated as minor changes. Minor changes may occur at any time before or after the tour departure date. While we will make reasonable efforts to inform you of minor changes, we are under no obligation to do so. No compensation will be paid and the options set out in clause 8 b) will not be available where a change is a minor one.

## 9. Complaints & Consumer Protection

a) If you have a complaint about your tour or wish to tell us about a lack of conformity in what was promised at the time of booking, in the first instance you should inform our tour leader or our local partner, so that remedial action can be taken if possible. Should an immediate resolution not be possible to your satisfaction, please contact [customer-relations@dragoman.co.uk](mailto:customer-relations@dragoman.co.uk). If you remain dissatisfied, you must provide us with full details of your complaint in writing within 30 days of the end of the trip. In the unlikely event that we cannot resolve your complaint amicably please refer to the AITO Independent Dispute Settlement service at [www.aito.com/why-aito/arbitration-service](http://www.aito.com/why-aito/arbitration-service). This is available for all clients who book in the UK (including by our website from overseas). We are also a member of ABTA, membership number Y6614. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go for [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>

b) Both parties agree that **English law** (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. Both parties also agree that any claim must be dealt with by the AITO Dispute Settlement Service or the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

### c) Package Travel Protection

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore you will benefit from all EU rights applying to the packages. Dragoman Overseas Travel Ltd. ('Dragoman') will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Dragoman has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

### Key rights under the Package Travel and Linked Travel Arrangements Regulations 2018

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, has changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Dragoman has taken out insolvency protection with The Association of Bonded Travel Organisers Trust Limited (ABTOT), 117 Houndsditch, London, EC3A 7BT, United Kingdom, phone 020 7065 5311 (during office hours), helpline 01702 811397 (24/7). Travellers may contact this entity or, where applicable, the competent authority (The Insolvency Service, website: <https://www.gov.uk/the-insolvency-service>, email: [insolvency.enquiryline@insolvency.gsi.gov.uk](mailto:insolvency.enquiryline@insolvency.gsi.gov.uk), phone: 0300 678 0015) if services are denied because of Dragoman's insolvency.

A copy of The Package Travel and Linked Travel Arrangements Regulations 2018 may be found on: [www.legislation.gov.uk/uksi/2018/634](http://www.legislation.gov.uk/uksi/2018/634)

### d) Your Financial Protection.

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under ABTOT Combined and The Package Travel and Linked Travel Arrangements Regulations 2018 for Dragoman Overseas Travel Ltd., ATOL number 4157, and in the event of their insolvency, protection is provided for the following:

1. non-flight packages;
2. flight inclusive packages that commence outside of the EU, which are sold to customers outside of the EU; and
3. flight inclusive packages, flight only and linked travel arrangements (LTAs) sold as a principal under ABTOT Combined.

ABTOT Combined cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad. Please note that bookings made outside the EU are only protected by ABTOT when purchased directly with Dragoman Overseas Travel Ltd.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on **01702 811397** and advise you are a customer of an ABTOT protected travel company.

You can access the The Package Travel and Linked Travel Arrangements Regulations 2018 here: [www.legislation.gov.uk/ukssi/2018/634/contents/made](http://www.legislation.gov.uk/ukssi/2018/634/contents/made)

When you buy an ATOL protected flight or flight inclusive holiday from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

The price of our ATOL-protected flight inclusive Packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

We, or the suppliers identified on your ATOL Certificate or holiday itinerary, will provide you with the services listed on the ATOL Certificate or itinerary (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder or supplier may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder or supplier will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder or supplier. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder or supplier, in which case you will be entitled to make a claim under the ABTOT Combined scheme.

If we, or the suppliers identified on your ATOL certificate or holiday itinerary, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder, alternative supplier or otherwise) for reasons of insolvency, ABTOT Limited may make a payment to (or confer a benefit on) you under the ABTOT Combined scheme. You agree that in return for such a payment or benefit you assign absolutely to ABTOT Limited any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ABTOT Combined scheme.

For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk) or the ABTOT website at [www.ABTOT.com](http://www.ABTOT.com).

## 10. Our Responsibility

a) All information in this brochure and on our website has been compiled with reasonable care and is published in good faith.

b) We promise to make sure that the tour arrangements we have agreed to make perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted tour arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted tour arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers). Regardless of any wording used by us in our brochure, on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

c) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment and loss of possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

- (i) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party;
- (ii) the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable;
- (iii) force majeure;
- (iv) any services which do not form part of our contract. This includes, for example, any additional services or facilities which any supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract;
- v) any information or advice given to you by your travel agent unless it has been given to the agent by us. Otherwise, information and advice is the responsibility of the travel agent;
- vi) your travel agent not giving, or incorrectly giving you advice, information or documents we have sent or given to your travel agent;
- vii) any information and advice on visas, travel documents, climate, spending money and other costs, clothing, equipment, etc. All such information and advice has been compiled with reasonable care and is given in good faith but without responsibility on our part;
- viii) loss or damage of your personal belongings while in the sight of yourself or other group members, or while under the care of airlines or airports;
- ix) any information or handouts given by trip leaders. Such information is given in good faith but without responsibility on our part or on the part of our local agents.

d) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention for international travel by sea and COTIF, the Convention on International Travel by Rail). 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. Copies of the applicable international conventions and regulations are available from us on request.

e) For flight inclusive tours, our responsibility in respect of the flights booked through us is limited to the airlines' conditions of carriage and the conventions in condition 10 d). The responsibility of the airlines is similarly limited to the carriage of passengers and baggage in accordance with their conditions of carriage and the conventions in clause 10 d). We have no responsibility for any flight which is not booked through us.



f) The acceptance of liability set out in clause 10 b) does not apply to arrangements which do not form part of the tour arrangements contracted with us prior to departure but which are booked by us, any member of the Dragoman crew or local agent locally (i.e. in the course of any tour). Any such arrangements do not form part of our contract and are booked as agent only on the express condition that we and our crew members will not be liable for any expenses, loss, damage, injury, breach of contract, negligence or otherwise arising directly or indirectly out of or in connection with such arrangements or from the actions or omissions of the supplier or independent parties with whom the arrangements are made.

g) We cannot accept any liability for any delay or cancellation in your flight to the joining point of the land tour or returning from the end point of the land tour, whether the delay or cancellation is caused by adverse weather conditions, rescheduling by an airline, airport authority and/ or action by air traffic controllers, mechanical breakdown or industrial action. In certain circumstances delayed departure may be covered by your travel insurance.

h) We our employees and agents accept no responsibility or liability for expenses, inconvenience, loss of enjoyment or anything else caused by noncompliance with any of your responsibilities listed below.

i) Where we are found liable for loss and/or damage to any luggage or personal possessions (including money), the maximum amount we will pay you is £1000 per person affected unless a lower limitation applies to your claim under clause 10(d). You must ensure you have appropriate travel insurance to protect your belongings. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis whatsoever, the maximum amount we will have to pay you is twice the price paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under any other clause of these conditions (such as clause 10(d)). This maximum will only be payable where everything has gone wrong and you have not received any benefit at all from your tour.

## 11. Your responsibility

a) By their very nature, tours in this programme may involve an element of personal risk and potential hazard not normally associated with holiday tours. You must accept these attendant risks and hazards. You must also accept that safety standards of hoteliers and other suppliers of accommodation, local transport and other operators in most of the countries you visit will not be of the same standard as in your home country and will often be of a lower standard.

b) It is mandatory for all travellers to have suitable adventure travel insurance with cover for personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of at least £3,000,000 (US\$4,000,000). We also strongly recommend that the policy covers cancellation, curtailment, personal liability and loss of luggage and personal effects. We recommend that you take out your insurance policy as soon as our tour booking is confirmed. You must provide your travel insurance policy number and the insurance company's 24 hour emergency contact number on the first day of your trip; you will not be able to join the trip without these details. If you have travel insurance connected to your credit card or bank account please ensure you have details of the participating insurer, the insurance policy number and emergency contact number with you rather than the bank's name and credit card details.

c) If you have difficulty in finding a suitable insurance policy, please see our website for availability of a suitable policy. Whether you purchase this insurance, or arrange an alternative, it is your responsibility to ensure:

- i) that the insurance cover you purchase is suitable and adequate for your particular needs and for the tour you are undertaking.
- ii) that any medical conditions have been disclosed to your travel insurers prior to departure.

d) It is your responsibility to ensure you seek professional medical advice before travelling and to be aware of and to take all necessary health precautions and preventative measures. Details are available from your GP surgery and from the National Travel Health Network and Centre [www.nathnac.org](http://www.nathnac.org) Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travellers) available from the Department of Health by telephone on its website [www.dh.gov.uk](http://www.dh.gov.uk) and from most Post Offices. Health requirements and recommendations may change and you must check the up to date position in good time before departure.

e) It is your own responsibility to comply with all current passport, visa and health requirements. Requirements may change and you must check the up to date position in good time before departure. A full British passport presently takes approximately 2 to 6 weeks to obtain. If you are 16 or over and haven't yet got a passport, you should apply for one at least 6 weeks before departure. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. If you are not a British citizen or hold a non British passport, you must check passport and visa requirements with the embassy or consulate of the country(ies) to or through which you are intending to travel. Passports must have a minimum of six months validity from the date you return home.

f) We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation including an acceptable passport and any necessary visa(s) and/or health certificate. If failure to have any necessary documentation results in fines, surcharges or other financial penalty being imposed on us or costs or expenses being incurred by us, you will be responsible for reimbursing us accordingly.

g) You must give to the tour leader at the beginning of the tour your local payment, kitty contribution and/or flight cost as shown in the brochure / on our website and updated if applicable. Failure to do so will be deemed a breach of contract on your part and you will not be carried on the tour. Kitty contributions may alternatively be prepaid into a designated kitty bank account, details of which will be provided at time of booking.

h) You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited and travel in accordance with our responsible travel policy. Our tour leader may direct you to leave the trip immediately if you fail to do so with no liability on our part and no right of refund. In some parts of the world taking, carrying or selling drugs, carrying weapons, or engaging in commercial or exploitative sexual activities may be legal but, it is not acceptable for Dragoman customers and our tour leader has the right to direct you to leave the trip immediately if you engage in any such activities with no liability on our part and no right of refund.

i) You are responsible for informing us in writing at the time of booking of any known illnesses, disabilities or medical conditions, or, if not known at the time of booking, at the earliest opportunity thereafter prior to the departure of the tour. If you are found to have an undeclared or understated medical condition you may be ordered to leave the tour with no refund of the tour fare.

j) The decision of the tour leader is final on all matters likely to affect the safety or well-being of any traveller, guide or staff member participating in the trip. If you fail to comply with a decision made by a group leader, or interfere with the well-being or mobility of the group, the group leader may direct you to leave the trip immediately, with no liability on our part and no right of refund. Should you present a medical condition our tour leader reserves the right to insist that person seek medical advice. If

you decline to act upon this advice, you could be putting others on the tour in danger/at risk and may be asked to leave the tour. This extends to physical, mental and behavioural conditions.

**k)** Clients must follow the tour joining instructions issued to them.

**l)** In booking a tour from our brochure or website, you acknowledge that you are responsible for making yourself aware through Foreign Office, State Department warnings, advisers and any other sources available to them, with regard to the safety of countries and areas in which they will be travelling and to make their own decisions accordingly. The Foreign and Commonwealth Office publishes regularly updated travel information on its website <http://travelaware.campaign.gov.uk> which you are recommended to consult before booking and in good time before departure.

**m)** You must be aware that our tour leaders, reps and passengers may take photographs and film footage of our clients while on tour. We reserve the right to use such material for advertising, film or brochure / website production and other marketing uses (including footage for television) without obtaining further consent. We also reserve the right to use any comments clients make regarding our tours on any questionnaires or letters in future promotional literature.

**n)** You must reimburse us for any expenses incurred on behalf of the client. This especially applies to non-compliance with clauses 11 b), f) and h) above.

## 12. Flights – flight inclusive tours

**a)** 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 who are subject to an operating ban within the EU. The Community list is available for inspection at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm). We are also required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we will inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 8 will apply.

**b)** We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

**c)** Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs.

**d)** Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

**e)** If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/ or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you.

## 13. Exceptional Circumstances Clause:

Following the volatility caused by COVID 19, it has become clear that certain unforeseen and unprecedented circumstances may mean that we are unable to fulfil our obligations as set out in our usual booking conditions. In some circumstances, such as pandemics, global war or similar, it will become necessary to invoke this "Exceptional Circumstances Clauses". On each occasion our policy to these Exceptional Circumstances will be set out on a webpage from a link from our website home page, under the title XXXXX Policy, (where XXXXX is the name of the exceptional circumstance).