

Mount Everest Base Camp

with
360 EXPEDITIONS

The trek to the base camp of the world's highest mountain is, justifiably, the most popular and perhaps the greatest of all the trekking itineraries available today. A magical blend of culture, scenery and strenuous undertakings, it will always be one of the most rewarding mountain journeys a person can make.



Elegant Resorts

Expedition Highlights

- Trek through the heart of the Himalayas all the way to Mount Everest
- Experience the vibrant, colourful city of Kathmandu
- Enjoy the contrast between the bustle of the towns and the breathtaking tranquillity of the mountains
- Spend fourteen nights enduring the temperament of the world's most famous mountain
- The trek is a magical blend of fascinating culture, incredible scenery and strenuous endeavour
- The route takes you through some tiny villages, remote valleys, impressive monasteries and high mountain passes
- Determination is rewarded with stunning views of Ama Dablam, Mount Everest, Lhotse and the mountain scenery of the Khumbu region
- Soak up the enthusiastic atmosphere at Mount Everest's Base Camp

Mount Everest Base Camp – Expedition Overview

YOUR ITINERARY AT A GLANCE

Date:

14 October 2012

Altitude:

5,550 metres/18,209ft elevation

Duration:

20 days

Exertion and Fitness Levels for the Expedition:

Good expedition fitness enhances your enjoyment of the mountain

Technical level:

Low

Accommodation:

Three nights in hotels and fourteen nights camping or in tea houses

Day	Destination	Accommodation	Highlights
1	Depart from the UK	Overnight flight	
2	Arrive in Kathmandu	Dwarika's Hotel	Rest, briefing in the evening
3	Lukla	Camping at 2,835m in Monju	Fly to Lukla & 3/4-hour trek
4-5	Namche Bazaar	Camping at 3,400m	Sagarmatha National Park
6	Deboche	Camping at 3,800m	Thyangboche, forest trek, Deboche
7-8	Dingboche	Camping at 4,300m	Dudh Kosi, Pangboche, Dingboche
9	Pheriche	Camping at 4,300m	Hike through the valley
10	Lobuche	Camping at 4,900m	Dzugla, Khumbu Glacier
11	Gorak Shep	Camping at 5,410m	Climb Kala Patthar (5,550m)
12	Summit Day (5,550m)	Everest/Lhotse Base Camp	Reach Everest Base Camp
13	Gorak Shep	Camping at 5,410m	Begin your descent
14	Pangboche	Camping at 3,850m	Khumba Valley to Pangboche
15	Namche	Camping at 3,400m	Descend to Namche
16	Lukla	Camping	Descend to Lukla (2,800m)
17	Fly to Kathmandu	Dwarika's Hotel	Early flight and day of relaxation
18	Kathmandu	Dwarika's Hotel	Day at leisure
19	Return to the UK	Overnight flight	Flight home or onward journey
20	Arrive in the UK		

Best Time To Visit and Recommended Group Size

The best times of year to trek to Mount Everest Base Camp are in April, May, October and November. However, the time between December and March is still possible, but it will be a lot quieter and colder. If you have a pre-formed group (family, friends or an organisation – minimum of four people to a maximum of twelve people), we would be delighted to organise an expedition around dates to suit your group.

Pricing Information

Prices from **£3,950** per person

(based on two people sharing)

PRICE INCLUDES...

- 360 Leader
- Local Mountain Guides
 - Porters
- All scheduled accommodation
 - All scheduled meals
 - Park fees
- Group climbing and cooking gear
- Ground transportation in the country

PRICE EXCLUDES...

- International flights
- Personal equipment
- Staff/Guide gratuities
- Alcoholic beverages
- Travel insurance (specialised insurance can be arranged)
- Items of a personal nature: phone calls, laundry, room service and so forth
 - Unscheduled hotel and restaurant meals
 - Visas and vaccinations (a visa is required for Nepal)

ADDITIONAL INFORMATION...

- A comprehensive training and fitness plan will be included in your pack
- The Porters can carry everything for you if you wish, although people generally like to carry a small daypack
- Night-time temperatures at Gorak Shep and Base Camp can get as low as -15°C during the trekking season

Mount Everest Base Camp – Your Itinerary in Detail

Day One

Depart from the UK

Fly to Kathmandu, capital city of Nepal in the Himalayas.

Day Two

Kathmandu

Arrive in Kathmandu where you'll be met by an amazing blend of cultures, religions and people. Check into Dwarika's Hotel, located in the heart of Kathmandu (great souvenir shopping and Durbar Square with its numerous temples and markets are nearby), and use the rest of the day to settle in or explore. In the evening, you will receive a comprehensive briefing from your 360 Leader on the adventure you are about to undertake.

Day Three

Lukla (2,800m)

The day starts with an early morning Twin Otter flight into Lukla, from where you'll begin the trek into the Khumbu region. The views from the airplane are amazing, providing dramatic scenes of terraced hills and the distant Himalayan giants as the plane flies beneath the summits of nearby mountains. After landing on one of the world's most exhilarating runways you'll meet the rest of the team, including the Porters, and begin a three to four-hour trek to Monju (2,835m), where you'll spend the night.

Day Four

Namche Bazaar (3,400m)

The trek continues along the banks of the Dudh Kosi, crossing this roaring river on perilous suspension bridges laden with prayer flags. After entering Sagarmatha National Park, the trail climbs steeply with breathtaking views to Namche Bazaar, the gateway to the Khumbu region and the lively trading post of the valley.

Day Five

Namche Bazaar

Today is a rest and acclimatisation day. Namche is the Sherpa capital, a bustling village filled with markets and traditional Sherpa houses. There's an early morning hike to the Sherpa Museum from where you can view Mount Everest, Lhotse (the fourth highest peak in the world) and the beautiful Ama Dablam. The Sherpa Museum houses an exhibit on traditional Sherpa lifestyles and a fabulous photography display. The rest of the day can be spent at leisure.

Day Six

Deboche (3,800m)

From Namche Bazaar, trek along the contour of the hills, looking down onto the deep, lush valleys below. The route travels through Thyangboche, the spiritual centre of the Khumbu. At Thyangboche there is a famous monastery, inside which are incredibly ornate wall hangings, a giant sculpture of Buddha, and the musical instruments and robes of the Lamas. Some time can be spent here before the trek continues downhill into rhododendron forests, culminating in Deboche where a secluded camp awaits your arrival.

Day Seven

Dingboche (4,300m)

The trek continues along the roaring glacial waters of the Dudh Kosi with magnificent views of the mountains. You'll cross another exciting suspension bridge on the Imja Khola, and climb to Pangboche amongst thousands of Mani stones. From Pangboche the route winds high above the valley floor, passing through various Sherpa settlements until it reaches your resting place for the next couple of days, Dingboche.

“The day starts with an early morning Twin Otter flight into Lukla, from where you'll begin the trek into the Khumbu region. The views from the airplane are amazing, providing dramatic scenes of terraced hills and the distant Himalayan giants as the plane flies beneath the summits of nearby mountains.”



Dingboche



Dudh Kosi

Mount Everest Base Camp – Your Itinerary in Detail

Day Eight Dingboche

There has been a rise in altitude and you're now above 4,000m, so this is a valuable rest and acclimatisation day to allow climbers to adjust to the rarefied atmosphere. There is the option of a light hike up the valley to take a few more photographs of the spectacular 6,000-metre-high peaks of Tawoche, Cholatse, Island Peak and the 8,000m wall of Lhotse. On a clear day you may see Mount Makulu, another giant standing above 8,000m and the fifth highest mountain in the world.



Time to reflect at the memorials along the Khumbu Glacier

Day Nine Pheriche (4,300m)

Today, make your way further up the valley to Pheriche. Take a gentle hike through the valley or visit the Himalayan Association Medical Clinic in Pheriche.

Day Ten Lobuche (4,900m)

From Pheriche, the trail traverses through farmlands and meadows. Stop in Dzugla (4,570m) for lunch before continuing along the lateral moraine of the Khumbu Glacier. En route, you'll pass stone memorials to climbers who have died on the mountains; look carefully and you'll find touching memorials to famous mountaineers. The trail concludes at Lobuche with camp set up just below the terminal moraine of the tributary glacier.

Day Eleven Gorak Shep (5,410m) and Kala Patthar (5,550m)

An early morning start winds through the terminal moraine of the Khumbu Glacier to a camp at Gorak Shep, situated at the base of Kala Patthar. This was the original Base Camp used by Sir Edmund Hillary and Tenzing Norgay on their successful ascent of Everest, before the Base Camp moved closer to the mountain on the edge of the Khumbu Icefall. From Gorak Shep, ascend the non-technical Kala Patthar (5,550m) and admire the incredible views. From here you can clearly see the summit of Mount Everest, Nuptse, Lhotse and Ama Dablam. Catch the sun setting slowly onto Everest, bathing it in a glowing red wash of colour. It's the classic 'Kodak moment' and the shot so often used for iconic pictures of Everest.

Day Twelve Summit Day – Everest Base Camp (5,550m)

Journey to the Base Camp of Mount Everest, as used by today's best mountaineers, located at the foot of the Khumbu Icefall. This can be a strenuous day but the satisfaction of having achieved your objective, and conquering a significant part of Mount Everest, will make it all worthwhile. The entire day will be spent at Everest/Lhotse Base Camp, giving you the chance to explore this historic area.

Day Thirteen Descent to Gorek Shep (5,410m)

Today, you'll drop down to Gorek Shep as you begin your descent.

Day Fourteen Descent to Pangboche (3,850m)

Follow the route back down the Khumbu Valley to Pangboche.

Day Fifteen Descent to Namche (3,400m)

Day Sixteen Descent to Lukla (2,800m)

Arrive back in Lukla, which, after your time in the mountains, will seem like a thriving metropolis. Now it's time to enjoy those necessary luxuries you've been without for two weeks, such as a steaming hot shower and a cold glass of beer.

Days Seventeen and Eighteen Fly to Kathmandu and Day at Leisure

Return on the early flight to your hotel in Kathmandu. Spend the day recovering and getting those last-minute souvenirs. The following day is built into the programme to allow for flight cancellations from Lukla, which can happen due to bad weather. It does, however, give you another day to explore. A favourite option is the Buddhist Monkey Temple, situated on a small hill, that offers panoramic views of the city.

Days Nineteen and Twenty Return to the UK

Travel to the airport in time for your overnight flight back to the UK.



A Sherpa settlement near Pangboche

Expedition Questions and Answers

Is this expedition itinerary fixed?

The itinerary is fixed, but if there's something in particular the group would like to see or do, the 360 Team will do their best to accommodate the requests. There is plenty to see and do, both at the beginning and the end of the expedition, such as a tiger safari in one of India's national parks or relaxing on a beach in Goa. Do feel free to talk to our Travel Consultants about these or some of your own ideas.

What's the accommodation going to be like?

In Kathmandu you will be staying at Dwarika's Hotel which boasts a library, swimming pool and a spa – perfect for relaxation before or after your expedition. Once on the path to Everest you will be in tented accommodation. This is camping 'Elegant Resorts' style. Tents are tall enough for the average person to stand up in, are heated and they even have carpets. Alternatively, if the group would prefer, we can stay in tea houses along the way, providing a fixed roof over our heads and the comfort of a yak-dung fire in the stove.

What are we going to eat?

A Cook and Kitchen Boy will accompany the group; you cannot fail to be anything but amazed by their creativity on the mountain. You will be provided with hearty, nutritious, balanced meals to replenish you after the walking.

How fit do I need to be?

You are going to be doing a lot of walking, the majority of it uphill. Not only that, you are going into a more rarefied atmosphere the further you climb, which makes it tougher. With greater fitness comes greater enjoyment of the trek, so it is worth spending some time before you leave working on it, but you don't need to be an athlete to go on the expedition.

Do you provide a training plan?

Yes. This will be in your information pack, provided by the 360 Team.

You say we're going high, do I need to acclimatise?

Absolutely – it's vital. For this reason, several acclimatisation days have been built into the trek to allow your body some time to adjust to the increasing elevation.

I see we have Porters on the trek. Do they really carry everything for me?

You'll need to bring a daypack with you that will contain items such as water, waterproofs, a fleece and so on. Expect to carry about 5kg of kit yourself.

When is the best time to go?

The best months to do this trek are April, May, October and November. It is also possible to go from December through to March, however it will be colder, although there will probably be fewer people on the mountain.

What is the weather going to be like?

The climate during your trip will vary from warm in Kathmandu (20° to 30°C), to relatively warm on the lower trekking trails (15° to 25° in the daytime), to cold at the higher elevations (0° to 5° in the daytime). Night-time temperatures at Gorak Shep and Base Camp can be as low as -15°C during the trekking season, with snow. Generally, it should be dry but this cannot always be relied upon, and do expect there to be wind.

What clothing and equipment do I need?

Given the weather, it's a real mixture of warm weather kit, cold weather kit and waterproofs, along with a good, broken-in pair of

boots. Don't worry, the 360 Team will provide you with a full kit list and be on-hand if you have any questions.

Will my mobile work? Can I stay in touch with the office or my family?

You will find you can get a fair bit of reception as you go up the mountain, but it will be intermittent. The 360 Team will have a satellite phone with them that you will be able to borrow, for a small charge, if you want to make any calls. They will need to conserve the battery life though.

Is it safe?

There are inherent risks doing any adventure like this, most of them to do with the altitude, and to a certain extent with the cold. The 360 Guides are highly trained to look out for potential hazards and excel at preventing them. If the worst should happen and you need rescuing, there are effective communication and evacuation systems in place to ensure efficient rescue. But most symptoms are normally alleviated by simply descending back down the mountain for a while.

Do I need to tip our Porters and Leader?

Tipping the Leader is entirely at your discretion, but tipping the Porters (as a group) is traditional, and much appreciated, especially after you've watched them tirelessly carry all your bags, tents, food and water up the mountain.

Do I need special insurance?

You should not need specialised climbing insurance, but check with your insurer that you are covered for trekking to the altitude you will be reaching (5,550m).



Expedition Questions and Answers

Do I need visas?

British citizens do need a visa. They can be obtained in advance from the Nepalese Embassy in London or on arrival in Nepal.

How big are the groups?

There is a minimum group size of four (maximum twelve) people on every Elegant Resorts 360 Expedition. The number of participants is kept to a level where quality can be maintained. We at Elegant Resorts and the 360 Team do not want you become a 'number on the mountain' or a blur after the expedition has finished. There is, therefore, a strict cut-off point so as not to allow the groups to become too big. We strongly believe that by doing this, the 360 Leaders will be able to look after you more carefully and in turn, you will find the group dynamics work much better and your success rate and enjoyment level increases immeasurably. If you are a group of friends of more than a dozen, then obviously we will work together to accommodate you.

What is the minimum age a person has to be to go on a 360 Elegant Resorts Expedition?

Young children are not recommended to go on this expedition. The minimum age of a teenager will depend heavily on their personal fitness and determination, and the dynamics of the group.

Is there a maximum age?

So long as you are in good health and fitness, absolutely not.

Can I organise this trek exclusively for myself or just me, my friends and family?

If you have a group of friends or family who want to travel together, an expedition date can certainly be arranged to suit your party, within the seasonal windows available. If you do have your own

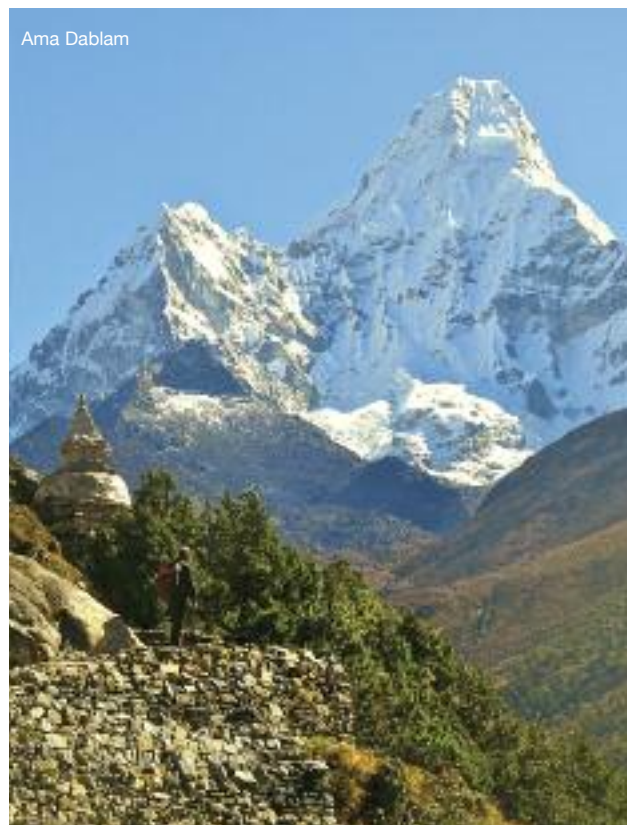
group and want to discuss any variations in the schedule, particular objectives, or just that little bit extra from the Cook, please feel free to discuss this with the 360 Team. If your party comprises less than four people, do let us know and we'll work out the details and costs with you.

How do we get there?

Most flights leave from London and our Travel Consultants will be happy to explore the options with you.

Safety

Your safety is paramount. This is why a Doctor, with a phenomenal amount of expedition experience, oversees all medical aspects behind the scenes. This involves confidentially assessing any medical problems you may have prior to a challenge and deciding whether that challenge is safe for you, answering any questions or worries you may have about medical matters, assembling comprehensive medical kits for the expeditions and designing protocols for the 360 Leaders to give relevant medication, if necessary. In addition to this, a robust system of communication and casualty evacuation planning helps make your safety a top priority. You have the option on the 360 Elite Expeditions of being accompanied by one of the expedition Medics, who are practising Doctors or Surgeons and also part-time explorers.



A yak carrying supplies for the journey

About 360 Expeditions

360 Expeditions was formed by Raj Joshi, Hermione (Marni) and Rolfe Oostra while in the high mountains of the Pyrenees, snowed-in during a blizzard.

Having been in the field for the past fifteen years, their exceptional knowledge and experience gave them clear and defined views on how things should be run and what aspects of the industry could be improved upon.

Their aim is to provide people from all walks of life with unique, unparalleled adventures. The skills they have gained, through personally operating in some of the remotest regions and harshest environments in the world – either through expeditions or the military – has provided them with the expertise to offer a variety of trips to suit all abilities. They specialise in bespoke expeditions to far-flung places, while taking the less-trodden routes on their more popular expeditions. In 2010, they partnered with luxury travel specialists, Elegant Resorts and the 360 Elite expeditions were created.

360 Leaders

The 360 team employ only the very best leaders in the industry. They know, from personal experience, that these remarkable individuals can make or break an expedition. In addition to their dedicated and caring attitude, each of the 360 leaders brings considerable knowledge and expertise to every expedition. As well as lending comfort and support, each leader has an extensive range of abilities; in depth wilderness first aid and survival skills, a heightened cultural awareness or specialist field communications.

Attention to detail doesn't just stop with the 360 leaders and local crews. Because many clients leave their comfort boundaries – emotionally and physically – while out in the field, the 360 team believe it's important for clients to feel supported, from start to finish, by everyone in the team, including the office staff, whose own extensive travel and field experience helps them to understand individual requirements and enables them to offer comprehensive, yet salient and common sense information prior to departure. They also bring their knowledge, advice and support to expeditions in the field.

Local Teams

Rolfe Oostra and Raj Joshi have spent many years on expeditions with the 360 local crews, either through work or their own, personal climbs. Not only have they built up an excellent rapport with the local Sherpas, Porters, Guides, Cooks and all involved, but they are also firm friends with many of them. This enables them to hand-pick local teams so that every trip has the best people to look after the clients, ensuring their safety, which is paramount.

In return, they continually strive to look after the local staff by working with reputed organisations, such as IMEC and their Partnership for Responsible Travel, Kilimanjaro Porters Assistance Project and similar organisations to improve the working conditions and livelihoods of the local crews who work with them.



Raj Joshi



Rolfe Oostra



Marni Oostra

Booking Conditions

Please read the following booking conditions carefully as they set out the terms and conditions of the contract between you and Elegant Resorts Limited ("we", "us" and "our"). Your contract will be governed by English law and any disputes will be dealt with in the courts of England and Wales. If you live in Northern Ireland or Scotland, the courts of Northern Ireland or Scotland (as appropriate) can deal with any disputes.

Our obligations to you will vary depending upon whether or not what you book with us is a package holiday ("Package") as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992. Section A below details the booking conditions which apply particularly to such a booking. Where you book only a "Flight" or a "Hotel" the terms which particularly apply to such a booking are detailed in Section B under the heading "Single Components". There are certain terms which apply to any type of booking and these are detailed in Section C.

A. Package Holiday

The information in our brochure and on our website, along with the terms set out below and the terms set out in Section C, apply when you book a Package.

A1. Your Contract/Financial Protection

The financial bonding requirements of the Travel Association (ABTA) and the Civil Aviation Authority (CAA) have been observed by us in relation to the provision of all our Packages. Our CAA ATOL number is 2885 (and our ABTA membership number V1712). These arrangements ensure that payments made by you for your Package would be refunded and/or you would be repatriated in the unlikely event of our insolvency.

A2. Price Policy

Elegant Resorts makes the following Price Policy on all our holidays: We reserve the right to alter the prices of any of the holidays shown in our brochures. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed. The price of your travel arrangements was calculated using exchange rates quoted in the 'Financial Times Guide to World Currencies'.

i) **PRICE GUARANTEED IF YOU PAY IN FULL WHEN YOU BOOK.** Ask your travel agent or Elegant Resorts for a confirmation of the current price at the time you make your booking. When full payment of the price is received by Elegant Resorts within seven days of the date shown on our Confirmation Invoice, we will guarantee your holiday price will not change.

OR

ii) **PAYMENT OF DEPOSIT ONLY.** Changes in transportation costs, including the cost of fuel, dues, 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 Package may change after you have booked. However there will be no change within 30 days of your departure.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your Package, which excludes insurance premiums 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 Package, you will have the option of accepting a change to another Package if we are able to offer one (if this is of equivalent or 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 cancelling and receiving a full refund of all monies paid, except for any amendment charges. You must cancel within 14 days from the issue date printed on your final invoice.

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 the price of your Package go down due to the changes mentioned above, by more than 2% of your Package cost, then any refund due will be paid to you. However, please note that Packages are not always purchased in local currency and some apparent changes have no impact on the price of your Package due to contractual and other protection in place.

A3. Changes Made By Us Before Travel

From time to time we may have to change details of the package you have booked. If any change will have a significant effect on your package, we will tell you about it before you travel, if there is time. Changes we will tell you about include:

- Change of your UK departure airport
- Significant change of your destination
- A change of more than 6 hrs to the time you leave the UK or your destination on breaks of 4 nights or less, or a change of more than 12 hours for all other longer holiday durations

If you do not want to accept a significant change, which we tell you about before you depart, we will, if we are able to do so, offer you an alternative package of equivalent or closely similar standard and price at no extra cost, or a less expensive package, in which case we will refund the difference in price. If you do not wish to take the alternative we offer you, you can choose a different package offered for sale by us and pay, or receive a refund of, any price difference. Or, if you prefer, you can cancel your Package and receive a full refund of any money you have paid to us, 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.

We will offer you compensation for changes which have to be made to your package before you travel, unless the change is as a result of the sort of circumstances listed in the paragraph below headed 'Circumstances Beyond our Control' or unless the change is made more than 70 days before departure. If you have not accepted the change but have accepted an alternative holiday, the compensation we will pay you will be nominal and will be to compensate you for the inconvenience of having to make alternative arrangements but otherwise we will have no liability to pay you compensation. If you have accepted the change, again, the compensation will be nominal unless, upon your return, you can justify to us that the change significantly diluted your holiday. If you have not accepted the change and have accepted a refund of your holiday cost, the compensation will be a nominal sum designed to compensate you for your inconvenience of arranging the refund and making any alternative arrangements you subsequently make but otherwise we will have no liability to pay you compensation.

A4. Minor Changes Made By Us Before Travel

Any change which we do not consider significant is a minor change. We will endeavour to tell you about a minor change before you travel but we are not obliged to do so and we will not pay compensation. It may not be possible at the time of booking to specify the airline or type of aircraft. Please note that two airlines may share the same services, therefore a flight may not be operated by the airline whose designated code is shown on your itinerary and ticket. We are required to inform you of the identity of the airline operating your flight. Any changes to the operating airline will be notified to you in all cases at check in or at the boarding gate. We reserve the right to change airlines or aircraft types at any time and changes of this type will not constitute a significant change.

A5. Cancellation By Us

We can cancel your Package and any other Package we operate. On rare occasions, we may need to cancel your Package. If we have to cancel your Package for any particular reason, we will tell you as soon as reasonably possible. In these circumstances, we will, if we are able to do so, offer you an alternative Package of equivalent or closely similar standard and price at no extra cost, or a less expensive Package, in which case we will refund the difference in price. If you do not wish to take the alternative we offer you, you can choose another offered for sale by us and pay, or receive a full refund of, any price difference. Or, if you prefer, you can receive a full refund of any money you have paid to us, 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. However, we will not cancel your Package within 10 weeks of departure except if we are forced to do so because of unusual circumstances we could not have foreseen, where we could not avoid the results of those circumstances even after taking all reasonable care. (See 'Circumstances Beyond Our Control' below)

No compensation will be payable in these circumstances, whenever they happen, and we will only have to offer you the above choices. We can also cancel if you fail to make payment for your booking on time.

A6. Circumstances Beyond Our Control

Except where we say differently elsewhere in these conditions, we will not pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if we have to change your Package after departure, or we, or our suppliers, cannot supply your Package, as we, or they, had agreed, or you suffer any loss or damage of any description, as a result of circumstances beyond our control. When we refer to circumstances beyond our control, we mean any event that we, or the supplier in question, could not foresee or avoid, even after taking all reasonable care. Such circumstances will usually include, but are not limited to, war, terrorist activity, civil unrest, industrial dispute, bad weather (actual or threatened) and significant building work ongoing outside of your accommodation, which is not known to us in advance of your departure date and building work from a third party (such as resort development).

A7. Changes Made After Travel

If, after your departure, a significant part of your pre-booked Package arrangements cannot be provided, you will be offered a suitable alternative if possible. If appropriate, we will also pay you compensation in accordance with the terms in the section entitled 'Changes Made By Us Before Travel' unless the reason for the change is due to circumstances beyond our control (see section entitled 'Circumstances Beyond Our Control'). If it is not possible to offer you a suitable alternative or, for good reasons, you do not accept the alternative arrangements, you will have the right to cancel your booking. In this event, you will have the right to be returned by the same means of transport to your original departure point at no extra cost provided that transport is available. This does not impose an obligation on us to make specific transport arrangements for you if none are available.

A8. Flight Delays

Delays sometimes occur. We work closely with the airlines and overseas offices to make sure any delay is as short as possible. When a delay occurs we will try to make sure refreshments or meals are provided when appropriate. We will not do this ourselves as such arrangements will normally be the responsibility of the airline. If you have taken out our recommended travel insurance or a comparable policy you should have cover against delays.

A9. Our Liability To You

- Our obligations, and those of our suppliers providing any service or facility involved in any part of your Package, 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 with reasonable skill and care. Compliance with any applicable regulatory requirements (such as, for example, those of the Civil Aviation Authority) will be proper performance of our, and our suppliers', obligations. Conversely, however, reasonable skill and care does not necessarily mean compliance with each and every local law and regulation, particularly where these impose absolute obligations. 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 liability, subject to paragraph (i) above and below, should any part of your Package not be as described in this brochure or elsewhere by us before you leave the U.K. If we have liability, we will, subject to clause C9 and clause C12 below, pay you reasonable compensation. However, the maximum we will pay you in any circumstances is twice the price of the Package. This maximum will only be payable when every aspect of your Package has gone wrong and you have not received any benefit from your Package. Any sums received by you from suppliers, 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 Package (excluding Resort Booked Excursions – see section C5 'Excursions'), we have liability subject to paragraph (i) above and (iv) below. If we accept liability, we will, subject to paragraphs (v) and (vi) and clause C9 below, pay you reasonable compensation.
- We accept liability in accordance with paragraphs (i), (ii) and (iii) above and subject to paragraphs (v) and clause C9 below except where the cause of the failure in your Package or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers, and is either attributable to you, or attributable to someone unconnected with the Package and is unforeseeable or unavoidable, or 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 servants, agents or suppliers could have foreseen or forestalled.
- You are obliged to assist us in recovering from any third party any sum which may compensate us for any sums we pay you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our legal liability to pay you compensation. You must also provide us with all assistance we may reasonably require. Finally, you must follow the procedures for the notification of complaints set out in the clause below entitled "If you have a complaint".
- Should you become ill while on your Package, you must, in addition to reporting your illness to your accommodation provider, consult a local doctor and also consult your GP upon your return to the UK. Should you then wish to make a claim against us as a result of that illness, you must provide us with details of both the local doctor whom you saw and your GP, together with written authority for us to obtain a medical report from both those doctors.
- If you or any member of your party suffers illness, injury or death, through misadventure, as a result of any activity which does not form part of your contracted Package arrangements, we will provide you with all reasonable assistance. This assistance may include our making a contribution towards your initial legal costs in taking action against the person(s) responsible providing you request this within 90 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £5,000 per booking form. If you are entitled to have any costs and expenses arising from such an incident met by or from an insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.
- 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 Package.

B. Single Components

The terms set out below, together with the terms set out in section C, apply when you book an individual travel component such as only a "Flight" or only a "Hotel". They apply whether you book one component or more than one component. Booking more than one component does not create a Package.

B1. Price Changes

Price increases may occur any time prior to departure, you will be liable to pay any such increases in full. If, before you book, we know of circumstances that may cause an increase in the price of your booking after you have paid, we will endeavour to provide details to you.

B2. Transfer of Bookings

In the case of a scheduled flight only booking, transfer to another person will involve cancelling the original booking, thereby incurring any relevant cancellation charges and then making a new booking, which will be subject to availability and any additional price increase. Transfer of any other type of booking is subject to the supplier's own terms and conditions and the applicable amendment or cancellation charges as stated in Section C.

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B3. Our Liability To You

Our responsibility is to make arrangements for the provision by the relevant suppliers (including airlines, accommodation owner/supplier, car hire provider) of the components you book, but we do not have any responsibility for the operation of the component itself. We have no liability to you for any dissatisfaction, loss of enjoyment, loss, injury or damage which results from your use of the single component unless we have negligently failed to select a normally competent provider of the relevant component. Further, we have no liability to you in any event for any consequential loss which you may suffer in relation to any arrangements which you book to coincide with the single component you have booked with us.

C. All Bookings

Before you book please discuss your choice of destination, accommodation and transport with our Travel Consultants, to make sure it will be suitable for you and the people you will be travelling with. Some travel and accommodation arrangements are only available on a request basis – where this is the case you will be advised at the time you make your enquiry and details of the arrangements on request will be shown on any documentation we issue. Any arrangements that we advise you are on request are not confirmed or guaranteed and are subject to change until we receive confirmation from our supplier.

C1. Your Holiday Booking

The person who signs the booking form or completes the booking online or by telephone is the 'lead name'. He or she must be 18 years of age or over and is responsible for payment of the total booking price, including any insurance premiums and subsequent cancellation or amendment charges that may be payable. He or she also agrees to provide accurate and full information to the remainder of the travelling party in relation to the booking, including any changes thereto and confirms that all the other members of the party, including any that may be added at a later date, agree to be bound by these conditions, and all other information in the relevant brochure and on our website (as applicable).

For all bookings as described in Section A and/or Section B above, a contract will exist between you and us when we issue a confirmation invoice/receipt/e-mail.

C2. Payment Terms

If your booking is made more than 10 weeks before the intended departure date, you must pay either:

- (i) the full fare (depending on the carrier's conditions for the travel arrangements in question) or
- (ii) a deposit as required by us and/or the supplier of the services for the arrangements in question, the amount of which will be advised at the time of booking

You will be advised at the time of booking what payment is required for your particular arrangements. The balance of the cost of your travel arrangements must be paid within 10 weeks before the departure date. If your booking is made within 10 weeks of your intended departure date, the total cost of your travel arrangements must be paid at the time of booking.

PLEASE NOTE FAILURE TO PAY ON TIME WILL RESULT IN CANCELLATION.

If you are purchasing a travel insurance policy through us, the premium for this will also be payable at time of booking.

C3. Special Requests

If you have a special request for anything that is not automatically part of the travel arrangements you book through us, please advise us when you book and we will pass this information on to the companies we work with. Our note of your request on your invoice/receipt confirms we have received it and does not guarantee that we, or the relevant supplier, can meet your request. Where possible they will try to help you, but we cannot guarantee any request unless it is noted on your invoice/receipt and we also confirm the request separately in writing. We must emphasise that verbal confirmations of special requests cannot be taken as a guarantee that they will be met e.g. special meal types on flights.

C4. Insurance

You must take out adequate travel insurance suitable for your needs before you travel. We cannot be responsible for any costs you incur as a result of you failing to do so. For your own peace of mind the insurance should cover you if you have to cancel your arrangements or for any emergencies such as illness or injury that arise while you are away.

C5. Excursions

Excursions include, but are not restricted to, any sightseeing trips, concerts, events or other tours attended in resort for which additional payment is required. Excursions can either be booked and/or paid for in resort ("Resort Booked Excursions") or pre-booked and paid for when you book your Holiday ("Pre-booked Excursions"). All excursions are supplied by third party suppliers and are subject to the clause C8. We accept, subject to clauses A9 and C8 entitled "Suppliers' Conditions" and "Our Liability to You" below, responsibility for Pre-booked Excursions. However, Resort Booked Excursions do not form part of your Package and are not governed by the Package Travel, Package Holiday and Package Tours Regulations 1992. We do not have any responsibility or liability whatsoever for anything which may go wrong on a Resort Booked Excursion. We, our servants, employees or agents are acting, depending upon the actual Resort Booked Excursion, either as agents for the relevant Resort Booked Excursion supplier or as agent for you. In any event the contract for any Resort Booked Excursion is between you and the Resort Booked Excursion provider. It is your responsibility to note carefully any conditions of contract contained in any Resort Booked Excursion, literature, ticket or receipt you are given. For Resort Booked Excursions you may be subject to the laws of the country in which you take your excursion and may be required to bring any disputes or claims before the Courts of that country also.

C6. Changes You Make Before Travel

If you want to change the arrangements you have booked in any way, we will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time and to the transport provider's terms and conditions. Please note that typically changes to scheduled flight tickets, and train tickets are very restrictive. Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangement. For example, some of the transport providers we use do not permit name changes for any reason. Such changes are likely to result in your being charged the full cost of the service and may be subject to space being available for a new reservation. In addition, you will have to pay any extra costs the carrier may pass on to us. See the Exception in the section "Cancellation By You" below. Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made. In addition, we will also apply administration charges of £25 for each person on the booking and for each item you want to change. Any booking discount you may have received at the time the original booking was made, may be altered or reduced whenever changes are made.

If any booked person is prevented from travelling for reasons beyond your control and not simply from a change of mind, we will agree to that person's booking being transferred to another person who satisfies all the conditions applicable to the package, subject to both persons accepting joint and several liability for full payment of the package price and our charge for confirming the transfer and any additional costs arising from the transfer. We must be given reasonable notice of the transfer request – at least 14 days prior to departure.

C7. Cancellation By You

The lead name on the booking must give notice to cancel in writing and the charges shown below apply from the date we receive the notice at our offices or the travel agent activates the cancellation.

In order to cover our expected losses from the cancellation of the booking there is a set scale of charges which must be paid by you if you or anyone travelling with you cancels. Also note the "Exception" described below which may apply in addition to the scale of charges.

Time we receive your notice to Cancellation charge cancel before departure

More than 70 days	Loss of deposit
70-57 days	30% cost of holiday (or loss of deposit if greater)
55-43 days	50% cost of holiday
42-22 days	70% cost of holiday
21-10 days	90% cost of holiday
9 days or fewer	100% cost of holiday

If any member of the booking cancels and you cannot fill that person's place, you may have to pay additional supplements for your accommodation. For example, you may have to pay single or under-occupancy supplements. If you do cancel, you must still pay any insurance premiums and amendment charges, which arose before the cancellation and any deposits paid for any pre-booked items or services.

'Exception' Cancellation of certain transport arrangements, typically Scheduled airline and Train tickets can result in up to 100% cancellation charges regardless of the notice period given to us. We reserve the right to pass on these charges which will apply to the transport element of your booking and the cancellation charges in the scale above will apply to the other elements of your booking (e.g. accommodation, optional extras). Similarly, name changes (including initial changes), destination and date changes can be treated by such suppliers as a cancellation and rebooking, regardless of the period of notice given to us. If the supplier treats the change as a cancellation and rebooking we will pass on to you the cost imposed by the supplier, which could be up to 100% of the transport element of your booking and you must also pay the charge listed in the section "Changes You Make Before Travel" above. Also note that the transport provider may refuse to issue replacement tickets for lost or stolen tickets and new tickets may have to be purchased by you. The cost of the new ticket may be greater than the cost of the original ticket.

The above cancellation charges may vary to reflect the terms and conditions of our suppliers and deposits may be non-refundable for cancellations of all holidays occurring over the following periods – Christmas, New Year, Easter and other school holidays.

C8. Suppliers' Conditions

Our third party suppliers have their own booking conditions and conditions of carriage, and you will be bound by these, so far as the relevant supplier is concerned. Our suppliers' conditions will also apply to your contract with us, and in the event of any conflict between the suppliers' conditions and our conditions, the suppliers' conditions will prevail, save to the extent that any term in the suppliers' conditions is deemed to be invalid or unenforceable, in which event our conditions will prevail. Some of our Suppliers' conditions may limit or exclude liability on the part of the relevant supplier, and, by virtue of their application to your contract with us, may also limit or exclude our liability to you, and they are often subject to international conventions. Where relevant, copies of such conditions may be available for inspection at the office of the relevant supplier.

C9. International Conventions

If any international convention applies to or governs any of the services or facilities 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 COTIF Convention concerning international carriage by rail 1980 (as amended); 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. 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 travel arrangements.

C10. Baggage

The amount of compensation we will pay for any loss or damage to luggage is limited in accordance with the conventions listed in the above section. For claims for missing or damaged baggage you must follow the rules on the back of your ticket or contained within the carrier's conditions of carriage. Please note time limits apply within which to notify us or the carrier and make a claim. We will not accept liability for high-value items which you should insure for the appropriate amount.

C11. Flight And Other Travel Timings

Flight timings are provided by airlines and are subject to Air Traffic Control restrictions. All means of transportation are subject to weather conditions and the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that transport will depart at the times stated on any itinerary or tickets which you receive. All timings are estimates only, and we do not have any liability to you for any delay, which may arise, or for any schedule alterations.

C12. Denied Boarding

Where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation under the Denied Boarding Regulations 2004, then you are obliged to claim the appropriate sums pursuant to those Regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions and which fall within the scope of the Denied Boarding Regulations. It, for any reason, you do not claim against the carrier and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the carrier in relation to the claim that gives rise to that compensation payment.

C13. Complaints

We aim to provide the best holiday possible. However, if you are not satisfied please complain as soon as possible to the relevant person (for example, the accommodation management or transport supplier). If they cannot help, you must tell your holiday Representative or our Local Agent and we will do everything reasonably possible to sort the problem out. If this does not solve the problem, please telephone us on +44 1244 897 000 reversing the costs of the call, or call our 24 hour helpline as detailed in your itinerary. In the unlikely event that matters cannot be resolved to your satisfaction in the resort please notify the Client Services Department in writing within 28 days of your return. If you have special needs that prevent you from writing to us then, where possible, we will accept details of your complaint over the telephone. For complaints arising from Scheduled airlines, we will act as a liaison between you and the airline, to try to assist in resolving the problem. If we cannot help and you wish to take matters further, you must contact the airline directly. The address to send your letter to is:

Client Services Department, Elegant Resorts Ltd, The Old Palace, Chester, CH1 1RB

We would point out that failure to follow the above procedures during your holiday, and/or failure to complain within 28 days of your return, may reduce or extinguish any rights you have to claim compensation from us, or from any relevant supplier. Any such rights will be reduced or extinguished if, had you followed the above procedures during your holiday, you or we could have taken steps to reduce any loss or damage suffered or entirely prevented it from being suffered.

It is difficult and sometimes impossible to properly investigate a complaint if we are not told about it reasonably quickly once the holiday is over. Your right to claim compensation may also be reduced or extinguished, should any delay in your complaint being notified during or after your holiday, prevent us from carrying out a proper

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investigation. We aim to resolve all complaints ourselves, but if this is not possible your complaint can be considered under a scheme devised by ABTA and administered by CEDR Solve. We will give you details of this scheme if you ask. The scheme does not apply to claims over £25,000 in total or more than £5,000 a person, or to claims mainly about illness or injury. To take advantage of the scheme you must contact the CEDR Solve within 18 months of returning from your Holiday.

C14. Travel Documents and Health Advice

It is your responsibility to have valid travel documents. If we or your carrier are fined as a result of you holding incorrect documents, you will have to pay us the full amount. For up to date UK Government health & travel advice please visit www.fco.gov.uk, www.hpa.org.uk and www.nathnac.org and contact your GP. See our Holiday Information pages and website for further information.

C15. Information Accuracy

We publish brochure and website information many months in advance and, as far as we know, all information is correct at the time of publication. However, things may still change after publication and we check regularly to see if we need to update or correct any information or prices. If there are any significant information changes or we find any mistakes, we will put details on our computer reservation system or website so you will receive the latest information when you make your booking.

Activities and things to do in the local area such as, but not limited to, watersports, water parks and local bus/taxi services, are normally managed by independent local operators who are not our suppliers and we have no control over their availability or prices.

Descriptions of accommodation, facilities and services we provide are based on information obtained from our suppliers. Sometimes the facilities described will be withdrawn for reasons such as maintenance, bad weather or lack of demand from guests. Where our suppliers advise us about significant changes to descriptions or about the withdrawal of any significant facility, we will tell you as soon as possible. Some activities or facilities, water-sports for example, may not be available all year round. There may be a charge for some facilities. In some places during high season (and even at other times) there is a possibility you will be disturbed by noise from less considerate groups, so please bear this in mind when choosing your destination and accommodation. Any transfer times we quote for travel between airport and resort are approximate and, depending on circumstances, the journey time to your own chosen property may be longer.

C16. Data Protection

By making a booking with us, you agree we may use and disclose the information you provide for the following purposes: to enable us to process your booking (which will include passing your information to third party suppliers, such as hoteliers and airlines, and may involve sending your information to countries that do not have an equal level of privacy legislation to that in the UK); for improving customer service; for the detection and prevention of fraud or other crime (which may include providing your information to organisations such as banks and credit card companies); for compliance with legal requirements (which will include passing your information to public authorities such as customs and immigration) and for marketing contact by means of post or telephone to provide you with offers, products and services. Telephone calls to/from ourselves may be recorded for training and quality purposes and for preventing/detecting crime. If you have specified that we contact you via e-mail, we will communicate with you using the e-mail address you have provided to supply you with your travel documentation. We are entitled to assume that the e-mail address you have provided is correct and that you understand and accept the risks associated with using this form of communication. Please note that you may still need to contact us by post or via one of our Travel Consultants as required by our booking conditions. If you wish to access a copy of any personal data we hold on you, please write to: The Managing Director, Elegant Resorts, The Old Palace, Chester, CH1 1RB. If you wish to opt out of receiving marketing communications from us, please advise one of our Travel Consultants.

C17. Acceptance of Risk

The nature of any of the expeditions, holidays and/or activities that you book is adventurous and participation involves a degree of personal risk. Expeditions and/or holidays that involve activities, such as rafting, climbing, biking, trekking and cultural tours put you at risk of personal injury or death. By entering into a contract with us, you accept these risks and take full responsibility for your own actions. Whilst the adventure providers we use take every care to minimise these risks, your booking is accepted by us on the basis that you understand and accept the risks involved in any outdoor activity. You will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in your daily lives. In addition, when travelling to remote areas you must accept that, amongst other things, the standard of accommodation, transport, safety, hygiene, cleanliness, medical facilities, telecommunications and infrastructure may not be of the standard you are used to at home or on conventional holidays. Whilst the adventure providers use information from government foreign departments and reports from their own contacts in assessing whether the itinerary should operate, it is also your own responsibility to familiarise yourself with all possible relevant travel information and the nature of your itinerary. Your decision to travel must be made in light of consideration of this information and you must accept to assume the personal risks associated with such travel.

C18. Flexibility

The nature of any outdoor expedition, activity course and/or holiday requires you to be flexible and be prepared for changes without prior notice as the organisers of activities need to be able to adapt quickly to changes in local conditions and situations. The day-to-day objectives and overall aim for any outdoor expedition, activity course and/or holiday is only intended as an indication or guide of what you may be able to accomplish but is not a contractual obligation on the part of the provider or Elegant Resorts. The itinerary provided for each trip is representative of the types of activities contemplated, but you must accept that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice, due to local circumstances or events. Where delays and alterations to holidays occur after you have departed, we and our suppliers will act reasonably to make suitable alternative arrangements where possible. We will not be responsible for any inconvenience, discomfort, or disappointment, where changes are necessary due to circumstances beyond our control or the control of our suppliers, or where alterations are made in the best interests of your safety and welfare. In such emergency circumstances the additional cost of any necessary itinerary alterations will be covered by you; please refer to the description of your trip for details of Emergency Funds which you agree to carry, to be used in such instances.

C19. Authority on Outdoor Expeditions, Activity Courses and/or Holidays

Elegant Resorts use the services of specialist provider who appoints a Group/Tour Leader to represent them. This Leader has responsibility to maintain authority over the group during the holiday. You must accept that the Leader has the relevant authority and the decision of the Leader is final on all matters likely to affect your safety or wellbeing. The decision of the Leader as to the conduct, itinerary and objectives of the tour is final. The safety, welfare and wellbeing of the group as a whole, is paramount in any considerations made by the Leader. If, in the opinion of the Leader:

- your actions or behaviour (such as the failure to comply, or interference with a decision of a Group Leader);
- your physical condition or a medical condition;
- your general wellbeing

is detrimental to the safety, welfare and wellbeing of the group, or if it is causing or likely to cause danger, distress or annoyance to yourself or to others, or if the Leader considers your general wellbeing will be put at risk by continuing with the expedition, activity or holiday, you may be asked to leave without the right to any refund for unused services and without any liability on our part. You must, at all times, comply with the laws, customs, foreign exchange and drug regulations of all countries visited and agree to travel in accordance with our responsible travel guidelines. If you are unable, or choose not to complete an itinerary, expedition or activity outlined for a holiday, Elegant Resorts and/or the provider are not liable to supply alternative itineraries, excursions, accommodations, services or staff for the period when you are not present with the group.

C20. Clothing, Equipment and Spending Money

You are responsible for bringing with you the proper clothing and equipment, which we advise you about on our website and in the itineraries/pre-departure pack. Any information given by Elegant Resorts in regard to climate, clothing, special equipment etc is done so in good faith; it cannot be relied upon and must be re-checked by you prior to travel. Some providers also require you to contribute a specified amount of money into a kitty and/or towards an emergency fund for use when overseas. Details will be provided in the descriptions of the expedition/activity course/holiday.

C21. Excursions and/or Optional Activities

Excursions or Optional Activities include, but are not restricted to, any sightseeing trips, concerts, events, activities or other tours for which additional payment is required and/or which do not form part of the itinerary of your trip. Excursions or Optional Activities can be either, booked and/or paid for when overseas or pre-booked and paid for when you book your holiday with us ('Pre-booked Excursions'). All Excursions or Optional Activities are supplied by third party suppliers and are subject to clause C8 'Suppliers' Conditions'. We accept, subject to clauses A9 'Our Liability to You' and C8 'Suppliers' Conditions' responsibility for Pre-booked Excursions. However, Overseas Booked Excursions or Optional Activities do not form part of your Package and are not governed by the Package Travel, Package Holiday and Package Tours Regulations 1992. We do not have any responsibility or liability, whatsoever, for anything which may go wrong on an Overseas Booked Excursion and/or Optional Activity. We, our servants, employees or agents are acting, depending on the actual Overseas Booked Excursion or Optional Activity, either as agents for the relevant supplier, or as an agent for you. In any event, the contract for any Overseas Booked Excursion or Optional Activity is between you and the operator/provider of the Overseas Booked Excursion or Optional Activity. It is your responsibility to note carefully any conditions of contract contained in any Overseas Booked Excursion or Optional Activity, literature, ticket or receipt you are given. For Overseas Booked Excursions or Optional Activities, you may be subject to the laws of the country in which you take your excursion or activity, and may be required to bring any disputes or claims before the Courts of that country also.

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