



# BOOKING CONDITIONS

These Booking Conditions, together with our [Privacy Policy](#), [Acknowledgement of Risk](#), and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with **EXXPEDITION TRAVEL LIMITED**, a company registered in England with Company Number 16252190 and registered office address C/O Chandler And Partners Limited Britannia Court, 5 Moor Street, Worcester, Worcestershire, WR1 3DB, United Kingdom. ("we", "us", "our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" means the person making the booking. Please note that we only accept individual applications and bookings, we will not accept applications or bookings on behalf of another person.

By making a booking, you agree that:

- you have read these Booking Conditions and agree to be bound by them;
- you consent to our use of personal data in accordance with our [Privacy Policy](#), including where applicable special categories of data;
- you are over 18 years of age;
- you can speak fluent English, for comprehending safety briefings and instruction during the trip;
- you accept financial responsibility for payment of the booking.

## 1. Booking & Paying For Your Arrangements

In order to make a booking you must first complete an application form, and any other application requirements. We will consider your application in accordance with our selection criteria and, at our sole discretion, we may offer you a place on one of our trips. If you are selected, you will be sent an offer notification, which will give you more information regarding your trip before you make a decision.

If you decide to accept our offer, a booking is made with us when you pay us a deposit (or full payment if you are booking within 90 days of the trip start date) and we issue you with a Booking Confirmation. We reserve the right to return your deposit and decline to issue a Booking Confirmation at our absolute discretion.

A binding contract will come into existence between you and us as soon as we have issued you with a Booking Confirmation that will confirm the details of your trip and payment schedule. If you believe that any details on the Booking Confirmation or any other document we send you are wrong, you must advise us immediately as changes can not be made later and it may harm your rights if we are not notified of any inaccuracies in any document.

The balance of the cost of your trip is due not less than 90 days prior to the scheduled trip start date. If we do not receive any of your payments in full and on time, you will be deemed to have cancelled under condition 7 and loss of payments will apply.

## 2. Accuracy

We endeavour to ensure that all the information and prices both on our website and in our marketing materials are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

### 3. Insurance

Adequate travel insurance is a condition of your contract with us. You should ensure that you take out a suitable insurance policy as soon as you make a booking. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation terms and loss of payments, medical expenses in the event of illness, accident or death, medical evacuation and repatriation, loss or damage for your personal possessions, as well as any specific activities that we have set out in your Booking Offer / Confirmation.

Depending on your trip, examples of activities may be:

- Actively participating in sailing related activities, as a passenger on board a sailing vessel.
- Sailing outside territorial waters (more than 60 nautical miles offshore).
- Snorkelling, kayaking, stand-up paddleboarding, or other water-based activities.
- Hiking in your trip location.
- Beach cleanups and water sampling.

If you are unsure what activities are included for your trip, please contact eXXpedition via [crew@exxpedition.com](mailto:crew@exxpedition.com).

It is your responsibility to ensure you have appropriate insurance cover, and if you arrive on the trip without a certificate of insurance you will not be allowed to take part. You accept that you are personally liable for the full cost of any medical treatment, hospitalisation, evacuation / repatriation arising during the trip that is not covered by your insurance. eXXpedition Travel Ltd accepts no liability for such costs.

### 4. Pricing

We reserve the right to amend advertised prices at any time and correct errors in the prices of advertised and confirmed trips.

Once you have booked, your price will be guaranteed.

From time to time we may offer discounts or promotional offers – these will apply to new bookings only and will not be retrospectively applied to existing bookings. A maximum of one discount or offer may be applied to each booking, they may not be applied in combination.

### 5. No Show, Late Arrival or Cutting Your Trip Short

If you do not show up, or are late to the start point, and you've missed the safety briefings for the trip, it will be at the discretion of the Delivery Partner whether you can join the trip. If this is not possible, you will be deemed to have cancelled under condition 7 and loss of payments will apply.

If you cut short your trip we will not offer you any refund for that part of your trip not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

### 6. If You Change Your Booking & Transfers of Bookings

You should notify us in writing by email if your circumstances change in any way that may affect your ability to participate as soon as you are able.

As you are joining a group to take part together in a preset trip, it is not possible for you to change the date or location of the trip you have been selected for. If you would like to be considered for a different trip, in the first

instance you should contact us to see if this is possible. However, it might be that you need to cancel under the terms in condition 7 and loss of payments will apply. You may be required to then re-enter the selection process for other eXXpedition trips. eXXpedition does not guarantee that there will be spaces available on alternative trips.

### Transfer of Booking:

If you are prevented from travelling, you may, in extraordinary circumstances, be able to transfer your place to someone else, subject to the following conditions:

- the person has been through our trip selection process, has been offered a place on that trip and has been confirmed by eXXpedition team to be an appropriate replacement participant;
- we are notified as early as possible before the trip start date, and in any event not less than 7 days before the start of the trip;
- you pay any outstanding balance payment, and an administration fee of £500; and
- the transferee agrees to these Booking Conditions and all other terms of the contract between us.
- you and the transferee remain jointly and severally liable for payment of all sums.

Please note that this will rarely be possible due to our comprehensive selection process and carefully curated teams of participants. If you are unable to find a suitable and agreed replacement, you will be deemed to have cancelled under condition 7 and loss of payments will apply.

However, where possible, eXXpedition will fill your place on the trip within the constraints of our selection process and timelines. If your place is filled, you will still be liable for a £500 administration fee.

## 7. If You Cancel Your Booking

If you decide to cancel your confirmed booking you must notify us in writing by email with the reason for the cancellation. Your notice of cancellation will only take effect when it is received in writing and is acknowledged by us; it will be effective from the date on which we receive it.

Since we are contracted to pay for the full trip and programme costs for the whole group, you will lose payments you have already made as follows:

| Period before trip start date in which you notify us | Loss of payment                 |
|------------------------------------------------------|---------------------------------|
| More than 180 days                                   | Deposit of 25% of the trip cost |
| 180 - 90 days                                        | 50% of the trip cost            |
| Less than 90 days                                    | 100% of the trip cost           |

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurer.

See condition 9 in the event that you need to cancel due to Unavoidable and Extraordinary Circumstances. For more information on what qualifies as 'Unavoidable and Extraordinary Circumstances', please see condition 9.

## 8. If We Change Or Cancel the trip

Due to the nature of our trips and the variable environment in which we operate, we may need to make changes or cancel your trip and we reserve the right to do so at any time. You are strongly advised to make sure you have

flexible and refundable travel arrangements (to and from the start and end point of your trip), in the event they need to be changed.

- a. **Changes.** If we make a minor change to your trip, we will make reasonable efforts to inform you as soon as reasonably possible but we will have no liability to you. Examples of minor changes include change of trip route, change of start or end point within the country/region planned or change of Mission Leader. Occasionally we may have to make a major change to your confirmed arrangements. Examples of "major changes" may include the following:
  - i. A change of country/region for your start or end location.
  - ii. A change of trip start date up to 5 days later than planned, or change to overall length of your trip by more than 3 days.
- b. **Cancellation.** Reasons for cancellation may include, but are not limited to:
  - i. Unavoidable and Extraordinary Circumstances, as described in condition 9; or
  - ii. the minimum number of clients required for a particular travel arrangement is not reached, or
  - iii. any other circumstance arises making it unsafe, impractical or impossible to run the trip.
- c. **Before the start of your trip.** If we have to make a major change or cancel, we will tell you as soon as possible, and if there is time to do so before the start of the trip, we will offer you the choice of:
  - i. (for major changes) accepting the changed arrangements;
  - ii. or if available, and where we offer one, accepting an offer of an alternative trip (if there is a price difference this will either be refunded or need to be paid);
  - iii. or having a refund of all payments made.

Where there is more than 7 days before the start of your Trip, you must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative trip arrangements.

- d. **Compensation.** If you chose "(iii) refund of all payments made" above, you may also be entitled to a nominal amount of compensation.
  - i. **IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:
    1. where we make a minor change;
    2. where we make a major change or cancel your arrangements more than 20 days before the trip start date;
    3. where we make a major change and you accept those changed arrangements or you accept an offer of alternative trip arrangements;
    4. where we have to cancel your arrangements as a result of your failure to make any of your payments on time;
    5. where we are forced to cancel or change your arrangements due to Unavoidable and Extraordinary Circumstances (please see condition 9).
- e. **During your trip.** If, once the trip has started there is a major change we will, if possible, fulfil the trip aims through alternative arrangements.

## 9. Unavoidable & Extraordinary Circumstances

Very rarely, it may be necessary for us to change your trip due to Unavoidable and Extraordinary Circumstances that make it unsafe or not possible to provide the trip as planned. In this situation we will do everything we can to find a safe and viable alternative which may involve some change (for example, if there is civil unrest in Venezuela we may relocate to St Lucia, or if there's a hurricane in Jamaica we may need to go to neighbouring Cayman Islands, or there is a lightning strike and the vessel needs essential maintenance the trip may be delayed), and in extreme cases it may be necessary for us to cancel your trip. If this is the case, you may be entitled to a full refund of the payments you have made.

You may cancel your trip contract at any time before the start of the trip in the event of "Unavoidable and Extraordinary Circumstances" occurring at the trip location which means there is no possibility of your trip, or an amended version of your trip within the region, going ahead. In these circumstances, you may be entitled to a full refund of the payments you have made. If you are entitled to a refund, in order to rely on this condition you must be able to show at the time you wish to cancel that there is no reasonable possibility of your trip, or an amended version of your trip, going ahead.

In such circumstances where we or you cancel in the event of "Unavoidable and Extraordinary Circumstances", your entitlement to a refund will depend on whether the Package Travel and Linked Travel Arrangements Regulations 2018 apply to you.

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Unavoidable and Extraordinary Circumstances".

You will not be entitled to a refund where such circumstances affect your ability to travel on your trip rather than our ability to deliver the trip. This may be the case, for example, where restrictions applied by any government mean you are unable to travel. You must direct all claims to your travel insurance.

For the purposes of this condition, "Unavoidable and Extraordinary Circumstances" means any event beyond our or our Delivery Partner's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), piracy, civil strife, significant risks to human health such as the outbreak of serious disease at the travel location or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the trip start location or take part in the trip itinerary, sea, ice and river conditions, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the Delivery Partner concerned's control.

## 10. Fitness to Travel, Disabilities & Medical Conditions

Our trips do require a level of physical fitness and health to ensure the safety and security of everyone involved. If you have any concerns about your health, medical conditions or a disability impacting your ability to take part, contact us **before booking** so we can try to advise you as to the suitability of your chosen trip. When we have this information before you book and we are not able to accommodate your needs, we will not confirm your booking. In the situation you are unfit to travel, likely to endanger the safety of the professional team or other participants on the trip or likely to be refused permission to enter a trip location you will not be able to take part in your trip.

You must go through the Delivery Partner's medical screening within four weeks of receiving your Booking Confirmation, in order to take part. You will be informed in your Booking Confirmation of the medical screening process with the Delivery Partner for your trip. This may require you to produce a doctor's certificate certifying that you are fit to participate. If you fail your medical screening within four weeks of receiving the Booking Confirmation, we will provide you with a full refund. If you do not complete your medical screening within four weeks, you will be deemed to have cancelled under condition 7 and loss of payments will apply. If you have a new medical condition arise after booking or have any changes to existing medical conditions, it is your responsibility to inform us as soon as possible, and you may be required to go through a second medical screening process. If you fail, you will be deemed to have cancelled under condition 7 and loss of payments will apply. You must direct all claims to your travel insurance.

We will ask you to disclose medical information, and it is important that any information you give is complete and accurate. If you do not provide us with full details of your requirements or omit to include full details in your medical screening, you will be deemed to have cancelled under condition 7 and loss of payments will apply.

During your trip, the Delivery Partner has the right to refuse you permission to join the trip or ask you leave at any time, if you are for any reason unfit to travel, likely to endanger the safety of the professional team or other participants on the trip or likely to be refused permission to enter a trip destination.

We will do our utmost to cater for any essential additional requirements you may have, such as a dietary requirement or allergy. Due to the nature of our Trip(s) we cannot usually accommodate non-essential requests, but please contact us for further information.

## 11. Complaints

We make every effort to ensure that the trip runs smoothly but if you do have a problem, please inform your Mission Leader immediately who will endeavour to put things right.

If the problem cannot be resolved locally and you wish to complain further, please contact [crew@exxpedition.com](mailto:crew@exxpedition.com). You must send formal written notice of your complaint to us by email within 14 days of the end of your trip, giving your trip name and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Your complaint will be dealt with in line with our [Complaints Policy](#). Failure to follow the procedure set out in this condition may affect ours and the Delivery Partner's ability to investigate your complaint, and will affect your rights under this contract.

## 12. Your Behaviour

All participants are expected to conduct themselves appropriately at all times and, if not, we reserve the right to terminate your booking with us immediately. You must, in the view of the Delivery Partner, Mission Leader or any other person of authority:

- Be an active and willing participant, contributing to the delivery of the trip and programme, for example, on watch at any time of the day or night, hands-on with equipment, cleaning and meal preparation.
- Comply with any reasonable request made by the Delivery Partner, Mission Leader or any other person of authority, and must at all times comply with all regulations and notices relating to safety during the trip. You must not engage in risky behaviour that impacts the safety of, or endangers, you or others.
- Take reasonable care of all equipment and machinery. Not cause damage to property. Not cause a delay or diversion to the trip itinerary or programme.
- Not cause distress, disruption or annoyance to other participants or any third party and not engage with or display any of the following behaviours: bullying or threatening behaviour; homophobia or transphobia; racism; libel or slander; behaviour that is incompatible with our inclusive, positive ethos; or any other negative behaviour. This applies in person and online, before, during and after the trip.
- Not smoke, vape or consume alcohol during the trip without permission from the Delivery Partner.
- Not bring on the trip any restricted or illegal goods such as drugs, firearms, weapons or explosives or any articles of a flammable or dangerous nature. You shall be liable for any injury, loss, damage or expense arising as a result of a breach of this term. You may also be liable for statutory fines and/or penalties.
- Not do or omit to do any action or thing whereby the Delivery Partner may become liable to arrest or detainment, or the arrest or detainment of other participants.

In the event of such termination our liability to you will cease and you will be required to leave the trip immediately. We will have no further obligations to you. No refunds will be made and we will not pay any expenses or costs incurred as a result of termination.

You shall be liable for any death, injury, damage or expense arising as a result of a breach of any terms of this condition 12. You may also be liable for statutory fines and/or penalties. You will also be required to pay for loss and/or damage caused by your actions and we will hold you liable for any damage or losses caused by you. Full



payment for any such damage or losses must be paid directly prior to your departure from the trip. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other participants or individuals who have no connection with your trip or with us.

### 13. Our Responsibilities

- a. We are responsible for the trip arrangements we agree to provide as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of the services specifically included in your trip, as set out in your Booking Confirmation. Please note that we shall not be responsible for any additional services provided to you, whether provided by the Delivery Partner or otherwise, which are not set out in your Booking Confirmation.
- b. We will not be liable or pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our Delivery Partners.
- c. We will not be liable or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - i. your acts and/or omissions; or
  - ii. the acts and/or omissions of a third party unconnected with the provision of the services, and which were unforeseeable or unavoidable; or
  - iii. Unavoidable and Extraordinary Circumstances (as defined in condition 9)
- d. **If we are found liable under this condition we will limit the amount of compensation we may have to pay you in the following circumstances:**
  - i. **loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
  - ii. **Claims not falling under (13.d.i.) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.
  - iii. **Claims in respect of international travel by sea or any stay in a hotel:** The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which are The Athens Convention (with respect to sea travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
- e. Subject to these Booking Conditions, if we or our Delivery Partner negligently perform or arrange the trip set out in the Booking Confirmation and we don't remedy or resolve your complaint within a reasonable

period of time, and this has caused you distress, you may be entitled to compensation. **You must inform us without undue delay of any failure to perform or improper performance of the trip.** The level of any such compensation in respect of any claim for damages or compensation whatsoever will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our company representatives' or Delivery Partners' negligence affected the distress caused. It is your responsibility to show that we or our Delivery Partner(s) have been negligent if you wish to make a claim against us.

- f. It is a condition of our acceptance of liability under this condition that you notify any claim to us and our Delivery Partner(s) strictly in accordance with the complaints procedure set out in these conditions.
- g. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the Delivery Partner, your insurer, or any other party for the complaint or claim in question.
- h. Where any payment is made, the person(s) receiving it must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- i. We cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
  - i. which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you;
  - ii. relate to any business;
  - iii. indirect or consequential loss of any kind.
- j. Where it is impossible for you to reach the end point of your trip as per the agreed return date of your Trip(s), due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility or pregnant women, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of the trip.
- k. The assessment of the suitability of the professional team is for eXXpedition Travel Limited and the Delivery Partner to agree, and confirm in advance, at their exclusive discretion; in exceptional circumstances this may need to include non-woman professional team members. Every effort will be made for the trip to go ahead with an all-woman professional team.

## 14. Insolvency Protection

We provide full financial protection for our trips, in line with Package Travel Regulations.

## 15. Entry, Passport, Visa & Immigration Requirements, Safety & Health Formalities

It is your responsibility to check and fulfill entry, passport, visa, immigration requirements and safety and health formalities (including vaccinations) applicable to the countries you are visiting and transiting through. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting.



We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any entry, passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any entry passport, visa, immigration requirements or health formalities.

## **16. Prompt Assistance**

If, whilst you are on the trip, you find yourself in difficulty for any reason, we will offer you such assistance as we are reasonably able and as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services and local authorities, and assistance with distance communications and finding alternative travel arrangements. We will not be liable for any associated costs for the assistance provided or alternative arrangements we support you in making.

## **17. Third Party Rights.**

eXXpedition CIC, an affiliate of eXXpedition Travel Limited, shall have the benefit of this agreement by virtue of the Contracts (Rights of Third Parties) Act 1999. Except as set out in this condition, no other person, not party to this agreement, shall have any rights or enjoy any benefits under it.

## **18. Jurisdiction & Applicable Law**

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only.