

Oasis Overland - Terms & Conditions

Your contract is with Oasis Overland Limited, a company registered in England and Wales whose registered office is at Unit 2, The Marsh, Henstridge, Somerset, BA8 0TF (Company No' 3755774).

All information has been compiled with reasonable care and is published in good faith. The contents of this brochure are based on knowledge and information available to Oasis prior to publication.

No warranty is given for the validity of the information supplied.

Oasis owns and operates its own expedition vehicles and employs its own crew. Where stated, locally arranged transport and crew, including jeeps, trains, ferries, river craft, buses or coaches are used. Where Oasis' own vehicles and/or crew are not used for the above services, the client agrees that the obligation of Oasis to the client is to select normally competent, independent sub-contractors to provide the necessary services related to the trip and to exercise reasonable care in selecting such suppliers to provide these services.

1. Your Agreement

1.1 When you make a booking, you do so on behalf of yourself and others on whose behalf you have booked. You warrant and guarantee that you have the authority to accept and do accept these Conditions which shall apply to your booking to the exclusion of all other terms and conditions and that where you are making this booking on behalf of another person (the "Participant") you have the authority to place this booking on behalf of such Participant.

1.2 When making a booking, you must submit to us your completed booking form and your deposit. The contract between us will come into existence once we have issued to you our confirmation invoice for the trip for which you have booked ("Trip") as set out in Condition 1.3 below. The Contract shall continue until the Trip has ended but such expiry shall not affect accrued rights and liabilities of the parties and shall not affect any continuing obligations of the parties under the contract.

1.3 Our confirmation invoice will be issued only upon our receipt of your completed completed booking form and the full deposit in cleared funds. Issuance of our confirmation invoice is entirely at our discretion and you acknowledge that we have the right to refuse to accept anyone onto any Trip at our discretion. Please check the contents carefully and, in the event of any discrepancy, contact us immediately. Any discrepancies which are not notified to us within the timescale prescribed in these Conditions may lead to you incurring additional costs and charges.

1.4 You confirm that the booking form has been completed fully and accurately and you will inform us in writing as soon as possible, and not less than 60 days before the date of departure of the Trip ("Departure Date") if any of the details provided on the application form have changed.

1.5 Subject to the Unfair Contract Terms Act 1977, all conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law.

1.6 The website and brochure are prepared many months before the Trip(s) commence and although every effort is made to ensure complete accuracy, it is inevitable that some of the prices or details may have changed since the brochure and website containing the Trip details were printed/created. We will inform you prior to entering into the contract of any changes to the Trip that we are aware of at that time.

1.7 A person who is not a party to the contract or these Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract or these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

1.8 Only a company director has authority to vary or waive any of these Conditions or promise any discount or refund.

1.9 You will be entitled within 7 days of the date your booking is placed to cancel your booking and if you do so during this "cooling off period" you will have no further liability to us and we will refund any deposit paid by you (minus any expenses already incurred which we are not able to recover such as flights, gorilla trek permits, inca trail permits, or late notice hotel bookings). It is strongly recommended that you use this cooling off period to thoroughly research your Trip and satisfy yourself that you can comply fully with these terms and conditions.

2. Special Requests

2.1 If you have any special requests, you should inform us of such requests at least 4 weeks prior to departure. We will advise the relevant supplier of your requirements but we cannot guarantee that such requests will be met. Furthermore, we have no liability to you if such requests are not met. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met.

2.2 If you or any member of your party has any medical problem or disability, you are required to inform us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements, health and safety considerations and what, if any, reasonable adjustments are required to be made. In any event, you must give us full details in writing at the time of booking. If any medical problems or disabilities are suffered or arise between the medical declaration being submitted and the Departure Date you must notify us immediately. We reserve the right to decline or cancel a booking without having to pay any compensation if:

2.2.1 any medical or disability is disclosed to us on the medical declaration form;

2.2.2 any medical problem or disability is disclosed to us after the medical declaration form is submitted to us but before the Departure Date; or

2.2.3 any medical problem or disability is not disclosed to us; provided that in our belief such medical problem or disability is likely to endanger your health and safety and/or the health and safety of anyone else participating in the Trip. We may require you to obtain confirmation from a medical professional that you/the Participant are/is fit to travel. If we reasonably believe that you/the Participant is not sufficiently fit to take part in the Trip we may decline or cancel the booking at any time at our complete discretion.

2.3 Where you/a Participant has come into contact with any infectious disease you must notify us immediately. Where the Departure Date falls within accepted quarantine period for transmission of the disease, we reserve the right to cancel the booking as set out in Condition 2.2 above; this shall be deemed to be cancellation arising from an event of Force Majeure pursuant to Condition 8.6 and no compensation shall be payable to you or the Participant.

3. Your Responsibilities

3.1 By completing the booking form you/the Participant confirm that you/the Participant are aware of, understand and consent to the likely physical demands of the Trip. You/the Participant confirm

that you are aware of the possible effects of such things as, but not restricted to, trekking at high altitude, jungle, desert and cold environments and other inhospitable environments and declare yourself/the Participant to be sufficiently physically fit and medically healthy to participate safely. You confirm that you/the Participant accept(s) the authority of the leader of the Trip ("Trip Leader").

3.2 By completing the booking form you/the Participant confirm that you/the Participant are aware that overseas standards of health and hygiene vary from country to country, and are seldom as high as they are in the UK. The Trip may be challenging and include visits to remote areas. You should be aware of the risks to your health from sources such as, but not restricted to, poor local hygiene, high altitude, heat related illnesses, fatigue, physical injury and tropical diseases. We recommend that you research your chosen destination using such resources as www.nathnac.org, www.fitfortravel.nhs.uk and www.fco.gov.uk before booking.

3.3 You/the Participant are responsible for your own equipment and belongings during the Trip and bear the sole responsibility for wear and tear and incidental or accidental damage to your own equipment. We recommend that you take out adequate insurance to cover your equipment. You/the Participant will be provided with a list of suggested equipment to bring on to the Trip.

3.4 You/the Participant must at all times throughout the Trip abide by the laws and customs of the countries visited and behave in a respectful and considerate manner to local people and to other members of the Trip.

3.5 You/the Participant's behaviour during the Trip must not prejudice the safety and wellbeing of any member of the Trip, or its satisfactory progress.

3.6 Any arrangements which you/the Participant make independently which do not form part of the published Trip itinerary are entirely at your own risk. In such an event all liability and responsibility that we bear to you/the Participant will immediately cease.

3.7 We provide equipment for the Trip, including but not limited to, tents and camping equipment and we are responsible for the maintenance of such equipment. Where you/the Participant deliberately or recklessly cause damage to any such equipment you shall indemnify us and keep us indemnified from all losses arising from any such wilful or reckless damage so caused including legal costs of making a recovery against you.

3.8 You will be responsible for arranging transfers to your departure airport and from your arrival airport upon your return from the Trip. Where indicated in the brochure or on the Website we may assist you with arranging (for no fee) transfers provided by 3rd parties but we accept no liability for any such assistance or transfers. Where indicated in the brochure or on the website you will also be responsible for flights, airport taxes and other costs of travelling to and from the Trip.

4. Your Financial Protection

4.1 The Package Travel, Package Holidays Package Tours Regulations 1992 require us to provide security for the monies that you pay for the Trip booked from the brochure or website and for your repatriation in the event of our insolvency. We provide security by way of an ATOL bond (number 9339) administered by the Civil Aviation Authority and an AITO Trust no 1149.

4.2 When you buy an ATOL protected air package and flights from us you will receive a confirmation from us confirming your arrangements and your protection under our Air Travel Organiser's licence number 9339.

4.3 In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk

4.4 The price of our air Trip Packages includes the amount of £1.00 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

5. Your Trip Price

5.1 We reserve the right to alter the price of the Trip up to 31 days before departure. You will be advised of the current price of the Trip that you wish to book before your booking is confirmed.

5.2 When you make your booking you must pay a deposit of two hundred pounds (£200.00) per person for trips of up to 70 days in length (excluding Peru/Bolivia Regional Explorer trips) and £400 per person for trips over 70 days in length (including Peru/Bolivia Regional Explorer trips). You must pay the balance of the cost of the Trip no later than 10 weeks prior to the Departure Date. If the deposit and/or balance are not paid on time, we may cancel your booking and the contract between us. If the balance is not paid in time and we cancel your booking we shall retain your deposit and any instalments paid by you.

5.3 Changes in transportation costs, including the cost of fuel, taxes, duties or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and fluctuation in exchange rates mean that the price of your Trip may change after you have booked. There will be no change to the price of the Trip within 30 days of your Departure Date.

5.4 We will absorb and you will not be charged for any increase equivalent to 2% of the price of your Trip, which excludes insurance premiums and any amendment charges. You will be charged for any amount over and above that. If this means that you have to pay an increase of more than 10% of the price of your Trip, you will have the option of accepting a change to another Trip 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. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the date that we inform you of the increase and send the final invoice.

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

5.6 Please note that we impose a 1.95% surcharge in respect of all payments you make by credit card.

5.7 The price of the Trip comprises two elements, the Trip Price as advertised in the brochure/ website and the Local Payment element, but does not include certain extra optional excursions or activities - details and costs of which are set out in the brochure. In the event that you cancel or alter your booking it is possible that the costs of such extra excursions and activities will not be refundable.

6. If You Change or Transfer Your Booked Trip

6.1 We start to incur costs from the moment you make your booking. If, after our confirmation has been issued, you wish to significantly change your Trip, or transfer your trip to a new departure date, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from you. You will be asked to pay an administration

charge of fifty pounds (£50.00) per person and any further cost we incur in making this alteration (an "Amendment Charge"). You should be aware that these costs could increase the closer to the Departure Date that changes are made and you should contact us as soon as possible if you need to amend the booking. Discretion is used to determine any non-transferrable costs incurred on behalf of the client by Oasis Overland, i.e. Inca Trail or Gorilla Trekking permits, (these would be payable in addition to the transfer fee). **Transfer requests received less than ten weeks before departure will be treated as a cancellation and subject to the charges below.**

6.2 We may, at our absolute discretion, **no later than 10 weeks prior to the Departure Date** allow you to transfer your booking to another person, provided that such other person indicates their acceptance of these Terms and Conditions. In the event of such a transfer a fee of £50) per person shall be payable by you to cover the costs incurred by us in making this alteration. We accept no liability to you if we refuse to transfer your booking to another person for any reason. Discretion is used to determine any non-transferrable costs incurred on behalf of the client by Oasis Overland, i.e. Inca Trail or Gorilla Trekking permits, (these would be payable in addition to the transfer fee). **Transfer requests received less than ten weeks before departure will be treated as a cancellation and subject to the charges below.**

6.3 **Note: Most travel arrangements (e.g. Most discounted air ticket, Apex Tickets) may not be changeable after a booking has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the Trip.**

7. If You Cancel Your Trip

7.1 You may cancel your Trip at any time. Your written notification must be received at our registered office. Since we incur costs in cancelling your Trip, you will have to pay the applicable cancellation charges up to the maximum shown below. We recommend that your travel insurance provides for your reimbursement in the event of a cancellation. You will remain liable for any losses arising from your/the Participant's breach of the Conditions of the Contract.

Trips of up to 70 days in duration:

Event

Amount Refundable

Cancellation from date of booking until 70 days prior to Departure Date

Loss of deposit

Cancellation between 69 and 46 days prior to Departure Date

Loss of deposit plus 25% of balance

Cancellation between 45 and 28 days prior to Departure Date

Loss of deposit plus 50% of balance

Cancellation within 27 days of Departure Date

0% of total price refundable

Trips of over 70 days in duration:

Event

Amount Refundable

Cancellation from date of booking until 70 days prior to Departure Date

Loss of deposit

Cancellation between 69 and 40 days before Departure Date

Loss of deposit plus 40% of balance

Cancellation within 39 days of Departure Date

0% of total price refundable

7.2 Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges but it is your sole responsibility to do so and we accept no liability for any acts or omissions of your insurance company.

8. If We Change or Cancel Your Trip

8.1 It is unlikely that we will have to make any changes to your Trip, but we do plan all Trips many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your Trip. For example, if the minimum number of clients required for a particular Trip is not reached, we may have to cancel it. We also reserve the right at any time prior to the Departure Date without prior consultation with you to notify you in writing that the Trip will be merged with one or more other Trips traveling to the same country.

This will not constitute a major change. However, we will not cancel your Trip less than 30 days before your Departure Date, except for reasons of *Force Majeure* or failure by you to pay the final balance. If we are unable to provide the Trip, you can either have a refund of all monies paid or accept an offer of an alternative Trip of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your Trip for reasons other than *Force Majeure*, we will pay to you compensation as set out in the table below Condition 8.4. If we cancel the Trip we will not be liable for any indirect or consequential loss suffered by you such as, but not limited to, prior or subsequent travel arrangements, tours or flight arrangements.

8.2 In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows: BMI, Lan Peru

8.3 Any changes to the actual carrier after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 24 hours, changes to aircraft type, change of accommodation to another of comparable or better standard.

8.4 If we make a major change to your Trip, we will inform you as soon as reasonably possible if there is time before your Departure Date. You will have the choice of either accepting the change of arrangements, accepting an offer of an alternative Trip of comparable standard from us if available (we will refund any price difference if the alternative is of a lower price), or cancelling your Trip and receiving a full refund of all monies paid. In all cases of major change, except where the major change arises due to reasons of *Force Majeure*, we will pay compensation as detailed below:

IF WE MAKE A MAJOR CHANGE TO OR CANCEL YOUR TRIP

Period before departure within which notice of Cancellation or major change is notified to you

Amount you will receive from us

More than 42 days

£ Nil

41 - 28 days

£20.00

27-14 days

£30.00

13 days- date of travel

£40.00

8.5 The compensation that we offer does not exclude you from claiming more if you are entitled to do so in law.

8.6 Force Majeure: This means that we will not pay you compensation if we have to cancel or change your Trip in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, epidemics or health risks, closed or congested airports, ports or stations, poor local infrastructure, changes imposed by re-scheduling or cancellation of transport by the transport supplier such as flights by airlines or main charterer, the alteration of transport or transport types, adverse weather conditions (actual or threatened), avalanche and technical failure with transport, Foreign and Commonwealth Office advice changing and advising against travel to the Trip destination.

9. If You Have A Complaint

9.1 If you have a problem during your Trip, please inform the Trip Leader immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up by writing to our Operations Director at our registered office giving your booking reference and all other relevant information and, where possible, evidence. We must receive any such complaint not later than 28 days from the date of completion of your the Trip. 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.

9.2 It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our Tour Leader without delay.

If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in-country and this may affect your rights under this Contract as you will have failed to have mitigated (minimised) your losses and you may be unable to recover compensation.

10. Our Liability to You

10.1 Our obligations and those of our suppliers providing any service or facility included in your Trip are to take reasonable skill and care to arrange for the provision of such services and facilities and where we or our supplier is actually providing the service or facility, to provide them and to do so with reasonable skill and care.

10.2 You should be aware that standards including safety and hygiene may be lower than you would expect in the UK. The services provided as part of the Contract we have with you will be deemed to be provided with reasonable skill and care if they comply with the local (in country) standards where the service is delivered.

10.3 If the Contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your Trip. However we will not be liable where any failure in the performance of the Contract is due to:

10.3.1 you/the Participant;

10.3.2 a third party unconnected with the provision of the Trip and where the failure is unforeseeable or unavoidable;

10.3.3 unusual and/or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or

10.3.4 an event which we or our suppliers, even with all due care, could not foresee or forestall.

10.4 Our liability in contract, tort or otherwise arising, except in cases involving death, fraudulent misinterpretation or personal injury, shall be limited to a maximum of the price payable for any individual Participant to undertake the Trip. Our liability will also be limited in accordance with and/or in an identical manner to:

10.4.1 the contractual terms of the parties that provide the transportation for your travel arrangements. These terms are incorporated into this Contract but in the event of any conflict between those terms and these Conditions, these Conditions shall prevail; and

10.4.2 any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any applicable conventions.

10.5 Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. **However reimbursement in such cases will not automatically entitle you to a refund of your Trip cost from us.** Your right to a refund and/or compensation from us is set out in Condition 8. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk

10.6 We do not accept any liability or responsibility for any personal possessions (including but not limited to cameras, jewellery, valuables and money) which is carried on or in our vehicles, carried on public transport or transport supplied by independent subcontractors, left in accommodation provided by us or our suppliers during a Trip or left in our care during a Trip; such items are carried and/or left at your own risk.

11. Passport, Visa, Immigration Requirements and Local Laws and Regulations

11.1 ***Your specific passport and visa requirements, and other immigration requirements are your responsibility*** and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility and shall not be liable if you/the Participant cannot travel or cannot participate in any part of the Trip because you/the Participant have not complied with any passport, visa or immigration requirements. For full information on any passport or visa requirements, see the UK Passport Office website - www.passport.gov.uk

11.2 You are responsible for obtaining and having available the necessary documents (including but not limited to full, current passport with enough blank pages to complete the Trip and valid for at least 9 months from the last day of the Trip and visas for all periods, countries and territories within the Trip) enabling you to participate in the Trip and shall comply with all local legislation and regulations of the Countries in which the Trip takes place (including immigration requirements, customs regulations and currency exchange). You shall indemnify us against any loss or expense that we may incur or suffer as a result of breach of this Condition by you.

12. Excursions

12.1 Excursions or other tours that you may choose to book or pay for whilst you are on Trip are not part of your Trip arrangements provided by us. For any excursion or other tour that you book, your

contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

13. Behaviour

13.1 Whilst a Trip is in progress you will (or where a Parent or Legal Guardian has entered into this Contract on behalf of a Participant they will ensure that the Participant will) act at all times in accordance with all reasonable instructions from us and/or the Trip Leader.

13.2 We may exclude you/the Participant from the Trip or any part thereof at any time (including during the Trip itself) if we are of the opinion that you (or the Participant) are likely to prejudice the good order, discipline or safety of the Trip, including as a result of you failing to comply with the Trip Leader's instructions, breaking any law or regulation of any country where the Trip takes place or you (or the Participant) fail to adhere to the Trip Code of Conduct, provided that we exercise our discretion reasonably in this regard. In such event, you shall reimburse to us any reasonable costs, losses or expenses which we incur or suffer as a result of our decision to exclude the you/ Participant.

13.3 In the event of you/a Participant being excluded from a Trip under the provisions of this Condition, no refunds will be given and we will not be responsible for and you agree to indemnify us against any costs arising including costs of repatriation e.g. flights and losses or expenses.

14. Health and Safety

14.1 By completing the declaration on the booking form you confirm that you appreciate the risks involved in the Trip and that you (or where you are the Parent or Legal Guardian, the Participant) do/does not suffer (or has ever suffered) from any pre - existing medical condition that may actively prevent you/them from actively participating in the Trip other than those that have been declared to us.

14.2 It is your responsibility to ensure that you/the Participant are medically fit enough to undertake the Trip and to ensure that you have received the necessary inoculations and medications (and taken them as prescribed by your doctor) relevant to the destination country. Unless informed otherwise in writing we will assume that you are in good health and are not aware of any reason why you (or the Participant) may be unsuited to taking part in the Trip. We recommend that you/the Participant consult your/their Doctor ***before making a booking*** to ensure that you/the Participant are medically fit and are fully aware regarding the immunizations and medical issues related to your/the Participant's destination Country.

14.3 If you/the Participant have any pre-existing medical condition, illness or disability, are undergoing medical treatment or, since entering into the Contract, develop any medical condition, illness or disability or undergo any medical treatment; you will give us full particulars at the earliest opportunity and at the latest sixty (60) days before the Departure Date. If it is later discovered that a pre-existing condition was not declared within the specified time, and such condition would, if we had knowledge of it, have led to our refusal to accept or to cancel your booking, we reserve the right to withdraw you/the Participant from the Trip without any refund or recompense. (continued over leaf....)

In such event, you shall reimburse to us any reasonable costs, losses or expenses which we incur or suffer as a result. In the event of a Participant being withdrawn from a Trip, no refunds will be given and we will not be responsible for (and you agree to indemnify us against) any costs, claims, losses and expenses arising including costs of repatriation e.g. flights and legal expenses.

14.4 By agreeing to these Conditions, you provide your consent to us and our insurers obtaining your/the Participant's medical records should we consider it necessary. You will be responsible for any charges for the provision of the information.

14.5 We reserve the right to inspect your/the Participant's vaccination book at any time and to withdraw you/the Participant from the Trip in the event that you/the Participant have not received and/or taken all the requisite inoculations and/or medication.

14.6 If the information provided by you is incorrect and we discover that the correct information affects your/the Participant's suitability to take part in the Trip, we may terminate the Contract and withdraw you/the Participant from the Trip without refund or recompense, including during the Trip. In such event, you shall reimburse to us any reasonable costs, losses or expenses which we incur or suffer as a result. In the event of a Participant being withdrawn from a Trip, no refunds will be given and we will not be responsible for (and you agree to indemnify us against) any costs claims losses and expenses arising including costs of repatriation e.g. flights and legal expenses.

14.7 You agree and acknowledge that certain activities undertaken whilst you are on the Trip may be inherently hazardous and have risks associated with them. You agree to abide by all instructions given to you whilst you are on the Trip and you acknowledge that we cannot be held responsible for any injuries that may arise as a result of you failing to comply with such instructions.

15. Insurance

15.1 All Participants must be covered by personal travel insurance. This must cover you fully against the cost of cancellation by you, medical care and repatriation should you become too ill to continue and must above all cover you against the cost of air evacuation should sickness or injury necessitate such a course of action. You should also note that passenger liability insurance covering vehicles, particularly in Third World countries, may be inadequate; it is therefore important that your insurance cover makes sufficient provision for your dependants in the event of an accident. Please note however that we have no control over the availability or standard of medical and repatriation services and facilities in the areas we visit and these do not form any part of our contract with you. Please remember that many of the areas we visit are not as developed as the UK and the availability and standard of such services may well be lower. Please read your policy details carefully and take them with you when you travel. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check individual insurance policies for suitability.

16. Data Protection

16.1 We shall ensure that appropriate security measures are in place to protect your/the Participant's personal data (as defined in the Data Protection Act 1998). When you make a booking, you consent to all the information you provide being passed on to our suppliers, agents, sub-contractors, employees or volunteers whether based inside or outside the European Economic Area for the purposes of our providing you with the Trip.

17. Promotional Materials

17.1 By agreeing to these terms and conditions, you/the Participant consent (unless otherwise stated on your application form) to our staff taking photographs and or video footage of you/the Participant during the Trip and that these images may be used by us for publicity and training purposes including, but not limited to, in brochures, websites, marketing material and in the media.

18. General

18.1 We shall be entitled to novate or assign the Contract or any part of it to any third party. You shall not be entitled to assign the Contract or any part of it.

18.2 This Contract is made on the terms of these Conditions, which are governed by English Law, and subject to the provisions of condition 18.3 you agree to the exclusive jurisdiction of the English Courts.

18.3 As members of AITO we comply with AITO's Code of Business Practice and as such, you may refer any dispute that we are unable to resolve between us to AITO's Independent Dispute Settlement service.

18.4 If any of these Conditions is found by any Court or other competent authority to be wholly or partly unfair or unenforceable the validity of the rest of the Booking Conditions and the rest of the Condition in question shall not be affected and shall remain valid and enforceable to the extent permitted by law.

18.5 A reference in these Conditions to a statute, convention or regulation shall be as a reference to that statute convention or regulation as amended, re-enacted or extended at the relevant time.

18.6 The headings in these Conditions are for convenience only and shall not affect their interpretation.

18.7 Where the context otherwise requires, words importing the singular meaning shall include the plural meaning and vice versa and words denoting the masculine gender shall include the feminine and neuter genders.

18.8 Where the context so admits, words denoting persons shall include natural persons, companies, corporations, firms, partnerships, limited liability partnerships, joint Trips, trusts, voluntary associations and other incorporated and/or unincorporated bodies or other entities (in each case, whether or not having separate legal personality) and all such words shall be construed interchangeably in that manner.

The brochure and website and their contents are our responsibility. They are not issued on behalf of and do not commit the airlines mentioned herein or any airline whose services are used in the course of your Trip.

Dates, prices and itineraries shown for trips departing from 01 January 2011 onwards are subject to change and confirmation with the publication of our 2011/12 brochure in October/ November 2010.

Trips and prices in this brochure replace those of any previous Oasis brochure.