

Terms and Conditions

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- 1. Your Agreement**
- 2. Special Requests**
- 3. Your Responsibilities**
- 4. Your Financial Protection**
- 5. Your Trip Price**
- 6. If You Change or Transfer Your Booked Trip**
- 7. If You Cancel Your Trip**
- 8. If We Change or Cancel Your Trip**
- 9. If You Have A Complaint**
- 10. Our Liability to You**
- 11. Passport, Visa, Immigration Requirements and Local Laws and Regulations**
- 12. Excursions**
- 13. Behaviour**
- 14. Health and Safety**
- 15. Insurance**
- 16. Data Protection**
- 17. Promotional Materials**
- 18. Special Assistance**
- 19. Travel Agents**
- 20. General**

Your contract is with Oasis Overland Limited, a company registered in England and Wales whose registered office is at Suite 3, Throope Down Office, Blandford Road, Coombe Bissett, Salisbury. Wiltshire. SP5 4LN. UK (Company No 3755774) ("Oasis Overland") or ("we").

All information has been compiled with reasonable care and is published in good faith. The contents of our website/ brochure are based on knowledge and information available to Oasis Overland prior to publication. No warranty is given for the validity of the information supplied.

Oasis Overland 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 Overland's own vehicles and/or crew are not used for the above services, Oasis Overland will ensure that competent, independent sub-contractors are used.

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 booking form and the full deposit in cleared funds. Issuance of our confirmation invoice is entirely at our discretion and we reserve the right to refuse your booking at our discretion including but not limited to situations where we believe that your behaviour will be disruptive, abusive or threatening or will put anyone at unnecessary risk.

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 Consumer Rights Act 2015, 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. All information given on the website and brochure is for information purposes only.

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 to cancel your booking at any time before your Trip. If you do so you will be entitled to a refund of any monies paid by you (minus any expenses already incurred which we are not able to recover including but not limited to flights, gorilla trek permits, inca trail permits, or late notice hotel bookings).

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.

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 (please note that where special arrangements are needed to be made, an extra charge may apply). We will make reasonable efforts to accommodate your needs, but we will not be responsible if it is not possible to do so, or for any denial of services provided by air carriers, hotels/accommodation or other independent suppliers.

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 booking form in circumstances where the Trip is not suitable on grounds of safety;

2.2.2 any medical problem or disability is disclosed to us after the booking 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.

We also reserve the right to cancel your Trip if you are not travelling with a companion who provides the assistance that you require.

Where your Trip includes flights, please let us know if you require assistance at the airport and on-board the aircraft no later than 48 hours before departure (if you are organising your flights separately, please refer to the carrier's conditions of carriage to ensure you follow their special assistance requirements).

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 unavoidable and extraordinary circumstance 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 such as nathnac.net, 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 damages, legal costs and associated expenses 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 and we confirm that we will select such providers with reasonable skill and care (we accept no further 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

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under ABTOT Combined and The Package Travel and Linked Travel Arrangements Regulations 2018 for Oasis Overland, ATOL number 9339, and in the event of their insolvency, protection is provided for the following:

- non-flight packages;
- flight inclusive packages that commence outside of the EEA, which are sold to customers outside of the EEA; and
- flight inclusive packages, flight only and linked travel arrangements (LTAs) sold as a principal under ABTOT ATOL FRANCHISE.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad. Please note that bookings made by customers outside the EEA are only protected by ABTOT when purchased directly with Oasis Overland.

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

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here:

<https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>

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

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

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

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

For further information visit the ATOL website at www.atol.org.uk or the ABTOT website at www.ABTOT.com

5. Your Trip Price

5.1 The price of the Trip comprises two elements, the Trip Price as advertised in the brochure/website and the Local Payment element. We reserve the right to alter the price of the Trip up to 10 weeks before departure, where this is permitted. 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 non-refundable deposit of:

- £200.00 per person for trips of up to 34 days in length (excluding Peru/Bolivia Small Group Adventure trips and trips including the Inca Trail trek);
- £400 per person for trips between 35 days and 83 days (12 weeks) in length (including Peru/Bolivia Small Group Adventure trips and trips including the Inca Trail trek); and
- £600 for trips of 84 days (12 weeks) or more in length

will secure your booking.

For trips that are longer than 20 weeks in length, a further non refundable interim payment of £600 is required 4 months before the trip departure date. You will be sent an email reminder for this payment.

You must pay the balance of the cost of the Trip no later than 10 weeks prior to the Departure Date. If the deposit, interim payment 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 or other power sources, taxes, duties or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or 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 20 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 8% 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, except for any amendment charges. 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. We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy,

5.5 Should the price of your Trip go down due to the changes mentioned above, then any refund due will be paid to you. We will deduct from this refund any administrative expenses that we incur. 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.

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 applicable transfer fee).

6.2 You can transfer your booking to another person, who satisfies all of the conditions that apply to this Trip, by giving us written notice as soon as possible and no later than 7 days before your Departure Date. Both you and the person you transfer your booking to are responsible for paying all costs we incur in making the transfer.

6.3 Note: Most travel arrangements (e.g. including but not limited to 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 and including 83 days in duration:

Event	Amount Non-Refundable
Cancellation 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 from 84 days to 139 days in duration:

Event	Amount Non-Refundable
Cancellation until 70 days prior to Departure Date	Loss of deposit
Cancellation between 69 and 40 days prior to Departure Date	Loss of deposit plus 40% of balance
Cancellation within 39 days of Departure Date	0% of total price refundable

Trips of 140 days (20 weeks) or over in duration:

Event	Amount Non-Refundable
Cancellation until 120 days prior to Departure Date	Loss of deposit
Cancellation between 119 and 70 days prior to Departure Date	Loss of deposit and second interim payment
Cancellation between 69 and 40 days prior to Departure Date	Loss of deposit and second interim payment 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.

7.3 You can cancel your booking without paying cancellation charges if the performance of your Trip, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances (e.g. force majeure). In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign & Commonwealth Office.

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 insignificant and we will advise you of them at the earliest possible date. Examples of insignificant changes include, but are not limited to, alteration of your outbound/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, change of carriers, merging your Trip with one or more other Trips traveling to the same country and making minor amendments to longer itineraries where unavoidable and extraordinary circumstances affect a small proportion of your Trip.

If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your Trip, we will contact you and you will have the choice of:

- 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.

We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly within the timeframe provided as failure to do so may result in your package being cancelled.

We also reserve the right to cancel your Trip. However, we will not cancel your Trip less than 30 days before your Departure Date, except for unavoidable and extraordinary circumstances (e.g. force majeure) or failure by you to pay the final balance. If the minimum number of clients required for a particular Trip is not reached we will give you a minimum of 8 weeks notice of cancellation. (The minimum number required for our Trips to operate is 8 people, however, we reserve the right to operate our trips with less than 8 people.

If your Trip is cancelled, 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).

Where a refund is paid to you (either because we have cancelled or because you have requested one due to a significant alteration by us under this clause) the following will apply except where the cancellation/significant alteration is due to unavoidable and extraordinary circumstances (force majeure):

- pay to you compensation as set out in the table below; and
- provide a full refund of any insurance premiums if you paid them to us and can demonstrate that you are unable to transfer or reuse your policy.

Note: 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.

if we alter significantly or cancel your trip

<i>Period before departure within which notice of Cancellation or major change is notified to you</i>	<i>Amount you will receive from us</i>
More than 42 days	£ Nil
41 - 28 days	£20.00
27-14 days	£30.00
13 days- date of travel	£40.00

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: Star Peru, Avianca, EasyJet.

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

8.4 Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. These can include, for example, war, threat of war, other serious security problems including terrorism, riot, industrial dispute, natural disaster including floods, avalanches and earthquakes, fire, nuclear disaster, epidemics or health risks including the outbreak of serious disease at your travel destination, adverse weather conditions (actual or threatened), closed or congested airports, ports or stations, closed airspace, poor local infrastructure, changes imposed by re-scheduling or cancellation of transport by the transport supplier such as flights by airlines or main charterer (including if such disruption is caused by the United Kingdom's decision to leave the European Union which leads to the restriction of air traffic/transit rights and/or the carrier to enter any airspace), where the implications of the United Kingdom's decision to leave the European Union means that we are unable to provide the Trip you have booked and Foreign and Commonwealth Office advice changing and advising against travel to the Trip destination.

9. If You Have A Complaint

9.1 You must notify us without undue delay if you believe that there has been a failure to perform or improper performance of the travel services included in 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 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 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 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.

10.2 If any of the travel services included in your Trip are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected your enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both.

10.3 We will not be liable where any failure to perform or improper performance of the travel services included in your trip 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; or

10.3.3 unavoidable and extraordinary circumstances which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

10.4 Our liability in contract, tort or otherwise arising, except in cases involving death, fraudulent misinterpretation, injury or illness, shall be limited to a maximum of three times 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 travel services which make up your Trip. 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 and conditions under which compensation can be claimed 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 the extent of or the conditions under which compensation is to be paid under these or any conventions.

10.5 You can ask for copies of the travel services contractual terms, or the international conventions from us by writing to our registered office. 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 or any other service provider will be deducted from this amount. If your airline does not comply with these rules you should complain to the airline in the first instance and follows its applicable complaint's procedure. In the event that the airline does not follow an ADR procedure, you should contact the Civil Aviation Authority at <https://www.caa.co.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 are 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.

10.7 If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. However, this limit shall not apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 38 hours before the start of your holiday.

Note: this entire condition 10 does not apply to any separate contracts that you may enter into for excursions or activities during your trip.

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

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, please refer to <https://www.gov.uk/foreign-travel-advice>.

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 a breach of this Condition by you.

11.3 For some Trips Oasis Overland will include visa support and apply for visa support documents, such as a Letter of Invitation, on your behalf and include it within the overall Trip Price. Oasis Overland makes no guarantees that these applications will be granted by the respective local authorities, and will not be held responsible for any cost incurred through the rejection or delay of an application.

11.4 You are advised to review the United Kingdom's Foreign and Commonwealth Office country advice (<https://www.gov.uk/foreign-travel-advice>) about your holiday destination(s) prior to booking and prior to departure to each destination. You should only make your decision to travel after considering any risks identified. The FCO provides up to date travel advice covering health, safety, security, and terrorism threats. This information is subject to change at short notice and we recommend that you check the FCO's website regularly. If you chose to book a location or continue to a destination which is identified as higher risk/all but essential travel by the FCO you do so accepting this risk.

12. Excursions

12.1 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.

12.2 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 failing to comply with the Trip Leader's instructions, breaking any law or regulation of any country where the Trip takes place, failing to adhere to the Trip Code of Conduct or where behaviour/conduct affects the safety or enjoyment of any other person(s)/customer(s) taking part in the Trip, 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 you/ the 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. 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 (including legal 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 (including legal 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 throughout the duration of the Trip. This must cover you fully for adventure and overland travel and in particular cover 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. Your insurance policy should also cover any damage to your personal equipment. 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 To process your Trip booking, we will need to see your/the Participant's (including minor's) personal data. 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 2018 and GDPR 2018 (EU Regulation 2016/679) as may be updated, amended, varied or revoked in part from time to time).

From the point you make a booking, some of your information will need to be shared with our various suppliers such as hotels, ground crew, activity providers etc who provide elements of the Trip. This may include, but is not limited to name, address, dietary needs etc. Oasis Overland will only pass on relevant information to persons or organisations that are responsible for that part of your trip. Any information passed on to third parties will be treated in accordance with our Privacy Policy which is detailed on our website, or available on request. We take steps to ensure that adequate security measures are in place to ensure that personal data sent to our suppliers is protected. Please note that it may be necessary to transfer your personal data to suppliers outside the EEA where the data protection and privacy laws are less strict. Where this is so, we will ensure that our suppliers have appropriate safeguards in place to ensure the protection of your personal data to the same level as prescribed in our privacy policy. If you do not wish Oasis Overland to use your details in this way please let us know. However, you should be aware that this may impact on our ability to provide your booking. Oasis Overland may also use your personal details, in order to send you further information regarding Oasis Overland, provided you have opted in to consent to receiving such information. (for example our enewsletter).

Please read full details of our [Privacy Policy](#) here.

17. Promotional Materials

17.1 By agreeing to these terms and conditions, Oasis Overland will request your consent for you to agree on your behalf and on behalf of the Participant to use, without payment, any photographs or images taken during your trip by it's employees or suppliers, or forwarded by any person on the trip or connected to the trip in it's brochure, on it's website, in it's social network marketing activities or for use in any other relevant promotional material. Any participant who does not agree to this has the right to opt out by advising Oasis Overland as soon as possible after booking their trip, or, by informing their Tour Leader at the start of their trip. By agreeing to these terms and conditions, you agree to bring this condition to your entire party's attention. You can contact us at any time to withdraw your consent for processing your personal information for these purposes. This clause should be read in conjunction with condition 16 above.

18. Special Assistance

18.1 If you are in difficulty whilst on holiday and ask us to help, we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is due to you.

19. Travel Agents

19.1 All monies you pay to the travel agent are held by him on our behalf at all times.

20. General

20.1 We shall be entitled to novate or assign the Contract or any part of it to any third party. You shall be entitled to assign the Contract or any part of it.

20.2 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.

20.3 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.

20.4 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.

20.5 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.

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

20.7 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.

20.8 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 2020 onwards are subject to change. Trips and prices displayed in our current brochure replace those of any previous Oasis Overland brochure.