



Nomadic Skies

Booking terms and conditions

Please read these booking conditions carefully.

The expeditions are organised under Nomadic Skies Expeditions Ltd - company registration 286534 with registered offices at Hill Cottage, Mill Street, Ullapool, Scotland IV26 2UN (hereinafter called 'the Company', 'we', 'us' or 'our'). The expeditions are subject to the following conditions:

1. Insurance:

Adequate travel insurance is compulsory for each expedition member. This insurance must be valid for trekking to the altitude specified for the journey. Expedition members must provide details of their travel insurance (emergency contact numbers and policy numbers) to us before departure. We recommend that you take out insurance as soon as your booking is confirmed.

2. Your Financial Protection

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from us and for your repatriation in the event of our insolvency.

We will provide you with financial protection under our membership of the Travel Trust Association (membership in process). Details of this protection can be found at www.thetravelnetworkgroup.co.uk/faqs

3. Prices and possible surcharging

3.1 Expedition pricing

The prices offered at the time of printing/publishing may be subject to change before booking. The trip price will be confirmed at the point when the expedition has been confirmed (see point 4 below).

3.2 Possible increases in pricing

The prices we advertise are in UK£ and have been calculated at international currency exchange rates published by OANDA. The exchange rate will be provided at the time of booking.

We will absorb price changes as a result of exchange rate reductions in the UK£ of 5% from the rate at time of booking but we reserve the right to increase the expedition charges if UK Sterling devalues more than 5% before final payment is due - on local costs only:

4. Payments

- A place on an expedition will be booked with a non-refundable down payment.
- The balance will be due after the expedition has been confirmed (see point 5 below) and at least 8 weeks before commencement of the expedition.
- Payment can be made either by bank transfer or by cheque (I am sorry that we cannot currently accept payments by debit or credit card)

5. Confirmation of Expedition dates

Each expedition requires a minimum number of 6 paying participants. Expeditions will be cancelled if these numbers are not achieved. Each expedition will be confirmed at least 12 weeks before the date of commencement of the trip. In the case of cancellation, either alternative dates will be offered or all payments made will be returned in full to the participant.

We recommend that you do not make any travel arrangements, book flights, or travel insurance until after the expedition has been confirmed. If you make such arrangements which you are then unable to use then we shall not be liable to you for the cost of those arrangements.

6. If you change or cancel your booking

6.1 Change of booking

A change of booking to another expedition date is possible without any charge up until the point when the expedition is confirmed.

A change of date after confirmation of the expedition will be treated as a cancellation and may incur loss of the amount paid unless Nomadic Skies is able to find a replacement participant to fill the space. We do therefore encourage participants to inform us as soon as possible if they want to change dates for their expedition participation.

6.2 Transfer of booking to another person

A booked place on an expedition is transferrable to another person who is able to undertake the expedition. Such a transfer should be made in writing at least 2 weeks before the date of departure. If you are transferring your booking to another person, the transferee must accept these booking conditions, and fulfil any conditions that apply to the booking. The original booker and the transferee will be jointly liable for the payment of the expedition fees.

6.3 Cancellation of booking

We will endeavour to find a replacement participant if you need to cancel your booking for any reason. Notice of cancellation should be given in writing as soon as possible to enable us to be able to market the free place and return payments made. In the event that Nomadic Skies is able to find a replacement participant for the cancelled place we will return your payment made with £80 administration charge deducted.

If a booking is cancelled and Nomadic Skies is unable to fill the place, charges would be incurred as follows:

- Cancellation made more than 8 weeks before departure: Loss of the down payment
- Cancellation made from 4 weeks to 8 weeks before departure: Loss of 60% of the full cost of the expedition.
- Cancellation within 4 weeks: Loss of 100% of the full cost of the expedition

6.4 In the event of delayed arrival

If your arrival is delayed to such an extent that you miss the groups departure we can organise for private transport to meet the group. The cost of this transport should be paid in-country and if appropriate claimed from your travel insurance. A full receipt will be provided for this.

7 If we change or cancel your booking

7.1 Change of booking

We plan the arrangements for the expedition many months in advance and may occasionally need to make changes to some elements of the trips. We reserve the right to make some minor changes to the itinerary and accommodation etc. but will keep you fully informed of any changes.

In the case of a major change in the timing, length or nature of the expedition, you will have the choice of either:

- (a) accepting the change; or
- (b) accepting an alternative date for the expedition
- (c) cancelling your participation in the expedition, in which case you shall receive a full refund of all monies paid.

7.2 Cancellation or curtailment due to Force majeure

If for any reason we are forced to cancel the expedition after departure due to force majeure we will endeavour to arrange an alternative itinerary that is agreeable to the expedition participants or we will make arrangements for the re-booking of your place. Nomadic Skies will reimburse the cost of any unused services but cannot be held responsible for financial loss due to force majeure events outside our control.

If we cancel an expedition before departure due to force majeure you will be provided with an option of a new date for the expedition or a full reimbursement of all payments made.

Circumstances amounting to "force majeure" include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riots, civil disturbances, industrial disputes, actual or threatened terrorist activity and its consequences, natural or nuclear disasters, fire, epidemics, health risks and pandemics, acts of God, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, closed or congested airports or ports, and actual or potential adverse weather conditions, and any other similar events.

8 Your responsibilities on health requirements

It is your responsibility to check with your GP and relevant health practitioners that you are fit enough to be able to undertake this trekking expedition. It is also your responsibility to ensure that you have the required vaccinations to travel to the country and place in question and that you carry all medications that you may require for the duration of the expedition.

We would request that you let us know about any existing health conditions or medications that you may be taking that could impact on your trip – although you are not mandated to divulge this unless willing to do so.

It is also your responsibility on booking to inform us of any dietary requirements, allergies and dietary preferences so that these can be accommodated in the expedition planning.

9. Expedition leader authority on issues relating to medical, safety or behavioural concerns

Participation in a Nomadic Skies Expedition is undertaken with the agreement that the expedition leader will have the authority and final say in matters arising from medical conditions, behaviour and safety that may impact on your or the groups participation in the expedition. A decision to terminate

your participation in the expedition as a result of medical, safety or behaviour grounds can be made by the expedition leader without your consent with clear and justifiable reasons. Nomadic Skies will not be liable for any losses or costs incurred due to termination of your participation in the expedition or the expedition as a whole as the result of concerns arising from issues relating to medical, safety or behaviour concerns.

If you are affected by any condition, medical or otherwise, that might affect your or other people's participation in the expedition, you must advise us of this at the time of booking.

10. Privacy and data protection policy

Nomadic Skies complies with data protection laws and know that there may be concerns about how data might be stored, sent and used by companies. Our data protection commitment explains how we will manage the data that we collect.

WHAT INFORMATION MIGHT WE COLLECT ABOUT YOU?

We do our best to keep the information we collect about you to the minimum necessary. This will data will be:

- Contact details (e-mail, address and telephone number)
- Emergency contact details (e-mail address and telephone number)
- Dietary preferences
- Specific interests for you trip
- Health conditions/ medications relevant to the travel and expedition
- Flight arrival and departure information.
- Passport details and copies – for the processing of trekking permits.
- Travel insurance details

HOW DO WE COLLECT YOUR INFORMATION AND WHY?

We will only collect this data through registration/booking forms and direct requests to you through e-mail or other correspondence.

WHAT DO WE USE YOUR INFORMATION FOR?

The information collected on you is only used for the purposes of planning and running the expedition. The emergency contact would only be used in the event of an accident when you are incapacitated or you have requested for us to make contact.

HOW WE WILL MANAGE YOUR DATA AFTER THE EXPEDITION

All data collected on you will be destroyed after the completion of the expedition. The only exception being e-mail addresses which we will maintain unless you request us to also delete this information.

WHEN MIGHT WE CONTACT YOU AFTER THE EXPEDITION

Nomadic Skies will not undertake any marketing activities after the expedition but may contact you very occasionally to let you know about progress on our work with local communities. Our feedback and evaluation form provided after the expedition will give an option for you to refuse all future contact from Nomadic Skies.

WHEN DO WE SHARE YOUR PERSONAL DATA?

Nomadic Skies will only share essential data such as name, flight arrival details and dietary preferences with our direct partners prior to and during the expedition. Nomadic Skies will not share any of your data or contact details with any other third party during or after the expedition without your permission.

11. Law & Jurisdiction

This contract, and any claim or dispute arising from or related to this contract, will be governed by Scottish law and the courts of Scotland shall have exclusive jurisdiction over any claim arising out of it