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**Please read these booking conditions carefully, they form an important part of the contract for your travel arrangements.**

All programmes advertised in our brochures and on our website are operated by Gap 360 Limited trading as Real Gap Experience with company number 7624349 whose registered office is at 30 City Road, London, EC1Y 2AB, and whose trading office is at Top Floor, 121-123 Mount Pleasant Road, Tunbridge Wells, Kent. TN1 1QR (hereinafter called 'the Company' or 'we'). All travel arrangements are sold subject to the following conditions ("Booking Conditions"). Please address any correspondence you wish to send by mail to the Tunbridge Wells office address.

### **1. Insurance.**

**Please Note: Adequate and valid travel insurance is compulsory for all customers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed.**

You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of expenses, injury, death, repatriation, cancellation and curtailment and dependent relatives. You are required to carry proof of insurance with you and produce it if reasonably requested by Company employees or suppliers. You should ensure that you are covered for the complete duration of your travels and that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your travel arrangements.

### **2. Your Financial Protection.**

You can book with Real Gap Experience fully confident that the monies you pay to us are secure.

The Association of Bonded Travel Organisers Trust Limited (ABTOT) which provides financial protection under the Package Travel, Package Holidays and Package Tours Regulations 1992 for Gap 360 Ltd to cover your programme and in the event of insolvency, protection is provided for the following:

1 Non flight packages commencing and returning to the UK.

2 Non flight packages commencing and returning to a country other than the UK.

3 Flight inclusive packages that commence outside of the UK, which are sold to customers outside the UK.

1, 2 and 3 provides for a refund in the event you have not yet travelled. 1 and 3 provides for repatriation. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Real Gap Experience

### **3. Booking.**

To make a booking you can contact us in several ways; directly over the telephone or via our Website. The person making the booking (hereinafter referred to as the 'Lead Name') must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party.

You will need to pay a deposit (which includes an administration charge) at the time of booking which for the majority of our programmes is 10% of the booking value or £199 / 235€ / \$US329 / \$CAD329 / \$AUS395 / \$NZ395 (whichever is greater). You will also be required to pay an overseas processing fee at the time of booking of £3 / 4€ / \$US5 / \$CAD5 / \$AUS4 / \$NZ4. If your chosen programme requires a different amount of deposit to be paid the programme information will contain the relevant details. Please see the section on 'Payment and Credit Card Fees' below for further details regarding payments and payment dates. Please note that depending on when you book, you may be required to pay the full balance of the travel arrangements at the time of booking, please see further below.

Upon receipt of your deposit/full payment, we will start to process your application. However, if you withdraw your application at any stage, as we will have already incurred costs in processing your application and looking for a placement, we regret that we cannot refund your deposit, as we need to cover our costs incurred on your behalf. We will, however, refund your deposit and any other fees paid to date, less the costs of any pre-placement training you have received, if we cannot locate a placement for you.

If we accept your booking, we will issue a confirmation invoice. A contract will exist between us from the date we issue the confirmation invoice or if you book within 7 days of departure the contract will exist when we accept your full payment. When you receive the confirmation invoice please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability if an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your ticket.

It is a condition of your booking that you and all members of your party provide certain information that may be sent to governmental authorities and border control and security agencies for the purpose of security and counter terrorism. This is known as Passenger Name Records (PNR) data and/or

Advanced Passenger Information, sometimes known as APIS. For the United Kingdom, it may be referred to as 'E-Borders'. The information you must provide will include, but not be limited to, full name – as shown in your passport or travel document, gender, date of birth, travel document type, number, country of issue and expiry date, and for travel to the U.S., your country of residence and the address for your first night's stay. You must provide this information to the airline between 6 months and 24 hours before departure.

Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of your placement or booking.

We will also provide you with access to an on-line account which will include (where applicable) written confirmation of your programme, a financial schedule which sets out the details of the amounts that you have paid us and informs you of the deadline for the balance of any outstanding payments in respect of your travel arrangements. With regards to programmes involving voluntary and/or paid work placements, we will inform you of the provisional location of your placement on booking. Dependent on which booking you have made, you may also be sent further forms to complete and return to us. We reserve the right to cancel or postpone your booking if you have not returned all the necessary completed forms to process your application within the required timeframes or do not make payment by the due dates. The final deadline for receipt of completed forms is 28 days before the start date of your programme or departure date whichever is earlier, where information is required earlier for any programme you will be notified at the time of confirmation.

Please note that by confirming your booking both parties recognise that you are not an employee of Real Gap Experience.

We believe that all statements made in our brochure, website and other marketing materials are factual and correct at the time they are made. Every reasonable effort has been made to describe the booking accurately and to provide the amenities described. We will advise you of any material changes known to us prior to your departure providing there is sufficient time to do so and we can contact you.

#### **4. Payment and Credit Card Fees**

With the exception of round the world or multi centre gap programmes, if you book 90 days or more before the start date of your programme or departure date whichever is earlier, you will need to pay a deposit at the time of booking as detailed above. We will invoice you for the remainder of the cost of your travel arrangements due before you travel and your confirmation invoice and online account will contain details of the due dates for further payments.

You must pay 100% of the costs of your travel arrangements at least 90 days before the start date of your programmes or departure whichever is the earlier. In respect of paid work and Internship programmes at the point that you accept your placement/ job offer we require full payment (which is non refundable) in order to complete your application.

#### **Please note: With regards to round the world or multi centre gap programmes**

- (a) If you book 141 days or more before the start date of your programme or departure date whichever is earlier you will need to pay a deposit at the time of booking as detailed above. We will then invoice you for the remainder of the cost of your travel arrangements due before you travel and your confirmation invoice and online account will contain details of the due dates for further payments.
- (b) You must pay 50% of the cost of your travel arrangements at least 140 days before the start date of your programme or departure date whichever is earlier and then 100% of the cost of

your travel arrangements at least 90 days before the start date of your programme or departure date whichever is earlier.

- (c) If you book less than 90 days before the start date of your programme or departure date whichever is earlier you must pay 100% of the cost of your travel arrangements at the time of booking.

Please note that all payments made on a credit card (whether deposits, part payments or final balances) will be subject to a credit card fee of either 2% or 3.5% (inc VAT) dependent on the credit card used.

**If the deposit and/or balance are not paid in time we will cancel your travel arrangements. If the balance is not paid in time, we shall retain your deposit.**

### **5. Prices, Surcharging and Air Passenger Duty.**

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices. Prices on our website are updated regularly. Before you make a booking we will give you the up-to-date price of your chosen programme including the cost of any peak-season supplements, upgrades or additional facilities which you have requested. Prices quoted are valid at the time of publication on 1<sup>st</sup> January 2016.

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure. Any changes in taxes, entry fees and/or charges that we collect at net cost on behalf of local and government bodies will be passed on to you in full or refunded to you in full (Net Cost Charges). We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums, Net Cost Charges and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another programme 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, except for any amendment charges.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date detailed in your online account. Should the price of your travel arrangements go down due to the changes mentioned above by more than 2% of the travel arrangements, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

Dates and itineraries shown for tours are indicative only and subject to change

### **6. If you change or cancel your Booking**

If, after our Confirmation Invoice has been issued, you wish to change your travel arrangements in any way, for example change to another programme or change departure date, we will try to make the change subject to availability but it may not always be possible. Any request for changes to be made must be in writing from the Lead Name and received by us 90 days or more before the start date of your programme or departure date whichever is earlier. You will be required to pay an amendment fee of £60 / 70€ / \$US105 / \$CAD110 / \$AUS100 / \$NZ135 per booking (£100 for round the world or

multi centre gap programmes) for each change and any further costs we incur in making this alteration (including without limitation to cover our administration costs and any costs imposed by any of our suppliers providing the component parts of the booking).

If the booking to which you transfer is more expensive than the one you originally booked, a further deposit may also be payable. Any alteration requested by you and received by us less than 90 days prior to the start date of your programme or departure date (whichever is the earlier) will be treated as a cancellation of the original booking and will be subject to cancellation charges.

Where you are unable to travel you can transfer your booking to another person provided you;

- a. notify us in writing at least 90 days before departure and;
- b. submit all original travel documents which you have received and the full name and address of the transferee;
- c. the transferee must fulfil any conditions that apply to the booking; and
- d. payment by you of an administrative charge of a minimum of £60 / 70 € / \$US 105 / \$CAD110 / \$AUS 100 / \$NZ135 per person (£100 for round the world or multi centre gap programmes) plus payment of all costs charged or levied by those supplying your travel arrangements.

Both the transferor and transferee will be jointly and severally liable for payment of the price of the travel arrangements and other associated expenses. Some airline carriers treat name changes as cancellations. Accordingly you may be required to pay for the cost of a new ticket. NB You are not permitted to exchange your programme for another once it has started.

You, or any member of your party, may cancel your booking at any time providing that the cancellation is made by the Lead Name in writing. Notice of cancellation will be effective upon receipt of your written communication. As we start to incur costs from the time the contract is confirmed we will retain your deposit and in addition will apply other cancellation charges as shown below. Where written notification of the cancellation is received:

- 90 days or more prior to the start date of your programme or departure date whichever is earlier: loss of deposit plus a charge of 10% of the total value of the holiday cost, 100% of flight costs and any additional costs we have incurred
- less than 90 days prior to the start date of your programme or departure date whichever is earlier (or failure to join the programme): 100% of the cost of your travel arrangements (including without limitation 100% of flight costs).

The cancellation charges for paid work and internship programmes will be 100% of the programme cost once you have accepted your placement or job offer and paid the full balance.

Where you have booked a combination of two or more programmes under one booking, cancellation of your booking will be deemed to be cancellation of all programmes under that booking and cancellation fees will be charged against the total booking cost. Please note that in cases where you have already made changes or deferred the start date of your programme or departure date, cancellation fees will be applied with regard to the original start date of your programme or departure date as applicable.

Please note that for certain travel arrangements e.g. many scheduled transport providers, the cancellation charge may be higher than those shown. In certain cases travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the travel arrangements. Please ask for full details of cancellation charges at time of booking. We strongly recommend you to take out insurance that includes cover against irrecoverable cancellation costs as if the reason for your cancellation is covered under the

terms of your insurance policy, you may be able to reclaim cancellation charges. Additionally, you will remain responsible for the full amount of your insurance premium and this will not be refunded in the event of your cancellation. You may however be able to transfer this cover to another programme.

All communications relating to this contract (in particular any requests to cancel or amend your programme arrangements) must be from the Lead Name in writing and in English and delivered by hand, fax, email or sent by recorded delivery post to Real Gap Experience, Top Floor, 121-123 Mount Pleasant Road, Tunbridge Wells, Kent, TN1 1QR.

If once you have started your project you elect to leave, the cancellation charges set out in these Booking Conditions will apply and you will be required to complete a release form which confirms you are cancelling your contract with the company and are not entitled to claim a refund for any unused services.

#### **7. If we change or cancel your Booking.**

We reserve the right to cancel your booking or make changes to your booking (including without limitation to any of the facilities, services or prices described in our brochures or website). We will endeavour to advise you of any changes known at the time of booking.

Where you have booked a combination of two or more programmes under one booking, cancellation of your booking will be deemed to be cancellation of all programmes under that booking. Please note that in cases where you have already made changes or deferred the start date of your placement, cancellation fees will be applied with regard to the original start date of your placement.

We plan the arrangements for your booking many months in advance and may occasionally have to make changes, most of which are minor and we will advise you of them at the earliest possible date. If a major change becomes necessary, we will advise you of the change as soon as reasonably possible. Whether a change is 'major' depends on the nature of the trip and may include a change to a lower standard of accommodation or a change of departure airport (excluding a change between London airports).

If we make a major change to your travel arrangements, you will have the choice of either:

- (a) accepting the change; or
- (b) accepting an offer of an alternative programme from us of equivalent or closely similar standard in the same destination or programme category if available (where the programme is sold as a package within the meaning of the Package Travel Regulations, we will refund any price difference if the alternative is of a lower value, however where the programme is not sold as a package within the meaning of the Package Travel Regulations, we will refund any price difference if the alternative is of a lower value and you will pay the price difference if the alternative is of a higher value); or
- (c) Cancelling your programme, in which case you will receive a full refund of all monies paid.

We may also have to cancel your travel arrangements, if for example the operation of the programme is dependent on a minimum number of persons booking and that number is not achieved, we reserve the right to cancel the programme. However in no circumstances will we cancel your booking less than 4 weeks before the start date of your programme or departure date whichever is earlier except for reasons of consolidation due to minimum numbers not being attained, force majeure (as defined below), failure on your part to pay the final balance or complete all necessary forms, or for any other reason beyond our control.

We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements. If we are forced to cancel your holiday after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

With regards to programmes sold as a package within the meaning of the Package Travel Regulations only, if we are forced to cancel your programme after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

With regards to programmes sold as a package within the meaning of the Package Travel Regulations only, where your travel arrangements are cancelled or are subject to a major change, except where such cancellation or major change arises from circumstances amounting to consolidation due to minimum numbers not being attained, force majeure or failure on your part to pay the final balance or complete all necessary forms, we will pay you, as a minimum, compensation as detailed below.

Period before departure when we notify you of a major change	Compensation per person
More than 55 days	Nil
Between 55 and 43 days before travel	£10.00
Between 42 and 28 days before travel	£20.00
Between 27 and 15 days before travel	£30.00
Between 14 days and the date of travel	£40.00

Circumstances amounting to "force majeure" including any event which is beyond our reasonable control or the reasonable control of the supplier of the service(s) in question, including without limitation war, threat of war, riot, civil strife, industrial dispute, actual or threatened terrorist activity and its consequences, natural or nuclear disaster, fire, acts of God, adverse weather conditions, flood, epidemic or pandemic illness and all similar events.

Where you have made a booking involving a volunteering schedule, there may be holidays, festivals and closures that can affect your volunteering schedule. These are often announced at the last minute and we will ensure that a suitable alternative is offered, where possible. If you have had no volunteering work for over one month (and this excludes time for holidays both at the placement and your own personal travel), and you have not been offered any alternative volunteering work, then we will refund a maximum of £250 / 290 € / \$US 400 / \$CAD 400 / \$AUS 400/ \$NZ 500 per month you don't have work. If your placement is 28 days or under and you have had no volunteering work for one week (excluding time for holidays and personal travel), we will refund you at our standard weekly rate of £75 / 90 € / \$US 125 / \$CAD 125 / \$AUS 125 / \$NZ 150 up to a maximum of £250 / 290 € / \$US 400/\$CAD 400 / \$AUS 400 / \$NZ 500. Volunteering work is offered and arranged as part of a placement in good faith but cannot be guaranteed due to circumstances outside the control of ourselves and your In Country Co-ordinator. Please note that any payment will take account of the proportion of your placement, which is reasonably affected by any problem for which we are responsible.

Where you have made a booking involving a paid work option, it should be noted that this does not guarantee a job. If you have not received an offer of a job placement within one month having met

the criteria of our partners in country and been available for interview if required (this excludes time for holidays both at the placement and your own personal travel) then we will refund a maximum one off payment of £200 / 230 € / \$US 350 / \$CAD 350 / \$AUS 330 / \$NZ 400. Job placements are offered and arranged based on your skill level as part of a placement in good faith but cannot be guaranteed due to circumstances outside the control of ourselves and your In Country Co-ordinator.

## **8. Our liability, conditions of carriage and limitations**

Our obligations, and those of our suppliers providing any service or facility included in your programme, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your programme may involve. Sometimes these standards will be lower than those which would be expected in the UK. The services and facilities included in your booking will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements. Our liability in all cases will be limited in accordance with and/or in an identical manner to;

- (a) the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- (b) any relevant international convention as detailed below. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices at Real Gap Experience, Top Floor, 121-123 Mount Pleasant Road, Tunbridge Wells, Kent. TN1 1QR.

We shall have no liability where the cause of the failure to provide, or failure in, your travel arrangements or any death or personal injury you may suffer is not due to any fault on our part or that of our agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your programme and is unforeseeable or unavoidable, or is due to a force majeure event or unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our agents or suppliers could have foreseen or forestalled.

If any international convention applies to, or governs, any of the services or facilities included in the booking arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International conventions which may apply include, without limitation: in respect of international air travel, the Warsaw Convention 1929 (as amended) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these conventions or any other international conventions applicable to your travel arrangements. Other than as set out above, and as is detailed elsewhere in these Booking Conditions, we shall have no legal liability whatsoever to you for any loss or damage.

Under EU law, Regulation (EC) No. 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 travel arrangement costs from us. Your right to a refund and/or compensation from us is set out in these Booking Conditions. 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 Aviation Consumer Advocacy Panel on 020 7240 6061 [www.caa.co.uk](http://www.caa.co.uk).

With regards to programmes sold as a package within the meaning of the Package Travel Regulations only, if the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider and not with us. We are not responsible for the provision of such activities or for anything that happens during the course of its provision by the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased locally your claim should be directed to the activity provider and not to us.

We may offer travel arrangements in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those you normally expect. Your booking is accepted on the understanding that you realise the hazards involved in this kind of programme, including injury, disease, loss or damage to property, inconvenience and discomfort. The whole philosophy of this type of travel is one that allows alternatives and a substantial degree of on-trip flexibility. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances.

Please note that the timings of air, sea, road or rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time.

## **9. Complaints process.**

We work with receiving partners in each of the destinations that we offer travel arrangements. They are responsible for representing us and offering you in-country support while you are on your programme. Please see the 'Buddy List and In-Country Support' section below and on your online account for further information.

If you have any complaint during your programme you must inform our in-country support team and the relevant supplier of the service immediately. If you are not satisfied with their action please contact our UK customer support team who will aim to resolve your complaint with our partners on your behalf. Failure on your part to notify us and our in-country partners will deprive us of the opportunity to investigate your complaint and to take appropriate action to put things right whilst you are on your programme and may affect your legal rights.

If you are not happy with the actions taken in response please follow this up with us within 28 days of the programme end date by writing to us at Real Gap Experience, Top Floor, 121-123 Mount Pleasant Road, Tunbridge Wells, Kent, TN1 1QR, giving your booking reference and all other relevant

information. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days.

If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration under the ABTOT Travel Industry Arbitration Service. An Independent Arbitrator will review the documents relating to any complaint and deliver a binding decision to bring the matter to a close. Details of this scheme are available from The Travel Industry Arbitration Service, administered by Dispute Settlement Services Ltd at Field End Barn, 2 Bury Farm, Kimpton, Hitchin, Hertfordshire, SG4 8RH or from ABTOT, Tower 42, Old Broad Street, London EC2N 1HG. This scheme cannot however decide in cases where the sums claimed exceed £1,500 per person or £7,500 per booking form, or for claims which are solely or mainly in respect of physical injury or illness or the consequence thereof.

Standards of accommodation, cleanliness, hygiene, health and safety and other services may be quite different from what you are accustomed to at home in the UK, and you should be prepared for this. We will do our best to prepare you for the likely standards you will encounter before you depart, but we cannot be held liable for any refunds as a result of complaints about standards which we have adequately described.

#### **10. Visa, Health, Passport, Travel Documentation.**

Whilst we are able to provide basic advice to customers regarding passports and visa requirements, you should check with the appropriate Embassy, Consulate or British Foreign Office for the exact requirements for your chosen programme and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you purchase from us. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. In some cases, countries will refuse entry to customers who have criminal records. Should you be concerned about this, please check with the Embassy or Consulate of the countries to which you are travelling. The Lead Name is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your passport office or the Consulate in question if you have any queries. Customers travelling overland to certain destinations may need to also pass through controls of other countries en-route so this should be allowed for with any passport/visa applications.

Many countries do not issue visas specifically for volunteers and where you are not undertaking paid work and are entering as a volunteer you will generally be advised to enter on a tourist visa. Please note that you must check with the relevant embassy prior to travel of the current requirements. If you undertake any paid work and do not have the correct work visa you may be asked to leave the country as a result. In these circumstances you will not be entitled to any refund or alternative placement from us.

We are able to offer advice on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements, recommendations for your destination and any costs. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Customers with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

When assessing whether a booking will go ahead we use information from our local offices in conjunction with advice from the British Foreign Office and other UK relevant government bodies, irrespective of your nationality. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies.

## **11. Local Laws & Customs**

Laws and customs of the country/ies you visit can be very different to those in the UK. Be aware of your actions to ensure that they do not offend, especially if you intend to visit religious areas. There may be serious penalties for doing something that might not be illegal in the UK. You are strongly advised to check with the appropriate embassy, consulate or British Foreign and Commonwealth Office or <https://www.gov.uk/foreign-travel-advice> for further information regarding local laws and customs of the country/ies you plan to visit. It is your responsibility to familiarise yourself with, and respect local laws and customs. If you fail to do so, we will have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements.

## **12. Privacy Policy.**

Our Privacy Policy sets out what information we collect, how we collect it, and what we do with it.

## **INFORMATION ABOUT YOU**

### **Your Information**

This refers to a combination of information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including any information about other persons on your booking (“your information”). Your information is collected when you request information from us, contact us (and vice versa) or make a booking. You are responsible for ensuring that other members of your party are aware of the content of our Privacy Policy and consent to your acting on their behalf in all your dealings with us.

We will update your information whenever we can to keep it current, accurate and complete.

### **Our Use of Your Information**

(1) For the purpose of providing you with our services, including your holiday or insurance, etc., we may disclose and process your information outside the UK/EEA. In order for you to travel abroad, it may be **mandatory** (as required by government authorities at the point(s) of departure and/or destination) to disclose and process your information for immigration, border control, security and anti-terrorism purposes, or any other purposes which they determine appropriate. Some countries will only permit travel if you provide your advance passenger data (for example Caricom API and US secure flight data). These requirements may differ depending on your destination and you are advised to check. Even if not mandatory, we may exercise our discretion to assist where appropriate.

(2) We may collect and process your information for the purposes set out in our registration with the Office of the Information Commissioner, and disclose the same to our group companies for business purposes and also to companies and our service providers who act as “data processors” on our behalf, or to credit and fraud agencies (some of whom are located outside the UK/EEA). These purposes include administration, providing services (and contacting you where necessary), customer care, service quality, business management and operation, re-organisation/structuring/sale of our business (or group companies), risk assessment/management, security, fraud and crime prevention/detection,

monitoring, research and analysis, social media, reviews, marketing, customer purchasing preferences and trends, dispute resolution/litigation, credit checking and debt collection.

(3) Information (such as health or religion) may be considered “sensitive personal data” under the Data Protection Act 1998. We collect it to cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data on the condition that we have your **positive consent**. By booking with us you also agree for your insurers, their agents and medical staff to exchange **relevant** information and sensitive personal data with us in circumstances where we/they need to act on your behalf or in the interest of passengers or in an emergency.

***If you do not agree to Our Use of Your Information above, we cannot engage/do business with you or accept your booking.***

### **Direct Marketing Material**

(1) We may from time to time contact you with information on offers of goods and services, brochures, new products, forthcoming events or competitions from our holiday divisions and our group companies. Our websites will assume you to agree to e-communications when you make a booking. We will tailor the information we send you unless you tell us not to. This will enable us to send you more personalised and relevant communications. You will be given the opportunity on every communication to opt-out of this personalisation.

(2) You may indicate your preference regarding receiving third party direct marketing material.

(3) If do not wish to receive such information or would like to change your preference, please refer to point (2) of “Your Rights” below.

### **Your Rights**

(1) On completing our Data Subject Access Request form, you are entitled to a copy of the information we hold about you (for a £10 fee) and to correct any inaccuracies.

(2) You have the right to ask in writing not to receive direct marketing material from us. If available, you can amend your previous preference on our website(s), use our “unsubscribe email” or refer to our literature containing instructions. Once properly notified by you, we will take steps to stop using your information in this way.

### **Foreign Controls**

Outside the European Economic Area (EEA), note that controls on data protection in such countries may not be as strong as the legal requirements in this country.

### **USE OF TOOLS/"Cookies" and Links to Other Websites**

If our contact and dealing with you is via our website(s), we may use cookies. To find out more about the types of cookies on our website(s), how we use cookies, to disable them or to change your preference and more, please refer to the information provided on our website(s). **By using our website(s), you consent to our use of cookies.**

Our website(s) may contain links to third party websites or micro-sites not controlled or owned by us. For example, reference sites or ancillary products and services sites or websites owned by our sister companies. It is your responsibility to check the status of these sites before using them. Please read their applicable terms and conditions, etc. carefully.

## **Monitoring**

To ensure that we carry out your instructions accurately, improve our service and for security and fraud, we may review, monitor and/or record: (1) telephone calls; (2) activities using CCTV in and around our premises; (3) transactions and activities at all points of contact; and (4) web traffic, activities, etc. and social media. All recordings and derivative materials are and shall remain our sole property.

## **Security Statement**

We have taken all reasonable steps and have in place appropriate security measures to protect your information.

## **Changes to this Policy**

Any changes to this Policy will be either posted on our website, brochure and/or made available on request.

## **13. Behaviour.**

A booking is accepted on the strict understanding that you undertake to comply with the laws, customs, foreign exchange, drug and all other regulations of any countries visited during the programme, as well as all hygiene, safety and security rules. In addition, many of our programmes have their own rules and behaviour guidelines, which are intended to ensure your safety and enjoyment of the programme. You will be advised of any specific programme rules either in your pre-departure information, or during your orientation.

If you commit any illegal act when on the programme or if in the reasonable opinion of the programme leader or our In Country Co-ordinator your behaviour is disruptive, threatening or abusive or is causing or likely to cause danger, upset distress or annoyance to others or damage property we may terminate your travel arrangements at any time without any liability on our part. Full cancellation charges will apply.

If the Captain of your flight or ferry or our In-Country Coordinator or representative believes that you could be disruptive, they can also refuse to let you proceed with your travel arrangements. If this means you are not allowed to board the flight outbound from the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges. If this occurs overseas then you will have to pay full cancellation charges and you will become responsible for your own return home and any other members of your group who cannot or will not travel without you.

In any of these circumstances no refunds or compensation will be paid to you and we will not meet any costs or expenses you may incur as a result of your programme being terminated. We may make a claim against you for any costs and expenses incurred as a result of your behaviour e.g. the cost of diverting an aircraft or ferry to remove you. Criminal proceedings may also be instigated.

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

All volunteers are expected to adhere to our volunteer code of conduct found at section 22 and by agreeing to these Booking Conditions you also agree to adhere to our volunteer Code of Conduct. This covers, but is not limited to, respecting others' cultures and beliefs, working responsibly at your project, respecting the accommodation and avoiding drugs and illegal activities. In particular without limitation, the accommodation we arrange for you must only be used by those

people named on your confirmation invoice. You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay, except damage caused by persons not known to you. These charges must be met by you and may have to be paid locally.

#### **14. Trip Notes and online account**

If we issue detailed trip notes and an online account for your booking, all information contained therein will be deemed to be part of the contract. Trip notes available from our website and your online account, contain up-to-date definitive information about the itinerary and travel arrangements. Should there be a discrepancy between the information in the brochure or website and the trip notes/online account, the information in the trip notes/online account supersedes that in the brochure or on the website and will be considered the most up-to-date and accurate.

#### **15. Special Requests**

We will consider special requests such as vegetarian meals, high or low floor preferences in the accommodation, when you book. We will tell you whether there is a charge for the request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing.

#### **16. Police/Criminal Record Check**

When signing up to any project involving work with children, or vulnerable adults, you are agreeing to undergo an enhanced Police/Criminal Record Check to ensure your suitability for the placement and will be asked to complete a CRB disclosure application form (full details of this process and the application form will be provided to you). We reserve the right to delay, or postpone, your programme until the Police/Criminal Records check has been completed. Should you fail the Police/Criminal Records check for any reason, you must either amend your placement to a project that does not require a Police/Criminal Record Check or cancel your placement and the charges contained within the “if you change or cancel your booking” will apply.

#### **17. Buddy Lists and In-Country Support.**

By agreeing to our terms and conditions you consent that we may provide the email address that you have supplied to us to other participants travelling on the same programme as you on the same dates. Providing you with a buddy list enables you to communicate with other members of your group before departure should you wish to. We will remove your email address from the list only if we receive written instruction (by post or email) from you to do so. Please note, you will only be sent a Buddy List for specific group programmes.

We will offer you support in all countries in which we operate. A national In Country Co-ordinator or representative leads a team of support staff or works independently, depending on the country. You will receive their contact details no later than 7 days before your programme start date. In Country Co-ordinators are responsible for your in-country orientation, arranging and placing you at your project and arranging language lessons where included. They are there as a source of advice, support, to resolve any issues you may have with your programme and as a point of contact in the event of an emergency. They can help you to solve problems during your placement and if you need to return home, give you any assistance. They will be available during business hours under normal circumstances. In an emergency, they are available 24 hours a day 7 days a week and you will be provided with an emergency contact number to be used for genuine emergency purposes only.

NB: If you are unable to attend your orientation for any reason, we are not obliged to arrange further orientation for any that you missed.

## **18. Participation requirements**

All customers are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen programme as described in this brochure. Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the booking. Customers aged 17 or under will be required to provide a written parental consent form before a booking will be confirmed. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the booking in which case all monies paid will be forfeit.

## **19. Flights& transfers**

It is your responsibility to arrange and pay for any flights, including any internal flights. We cannot be held responsible for any action, negligence, or event relating to the purchase, or operation of such flight tickets, or flights that you purchase. Furthermore, we will not be responsible for any costs, or refunds, due to changes, or delays in such flights.

Real Gap Experience is an agent for CTT Group who hold ATOL license 5158. If you book flights with us your booking will be handled by Real Flights, part of Real Gap Experience, acting as an agent for CTT Group. Payment for flights will be to CTT Group and they will issue the tickets and ATOL confirmation invoice. Your contract for these flights is with the ATOL holder CTT Group.

Some programmes include a meet and greet /transfer service upon arrival. In the event this is not included in your chosen booking, you will have to cover the costs of making your way to the programme joining point.

## **20. Programme specifics**

Where you are responsible for purchasing your own flights and transport you agree to advise us of flight arrival details and of any changes that may be made to your arrival details at the earliest possible opportunity. Should you arrive outside the agreed start date/time for your programme, or do not advise us of your correct arrival details including in the event of a flight delay whilst you are en-route, you may have to cover transfer costs.

The accommodation and board basis will be contained within individual programme details. It is your responsibility to advise us of any special dietary requirements. Please be aware that accommodation, food and facilities that you will be provided with will be of a local standard. Please note that you may be required to share a bathroom and/or bedroom.

## **21. Law & Jurisdiction**

If you made your booking in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the Internet), this contract, and any other claim or dispute arising from or related to this contract, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it. If you made your booking in Scotland, 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. If you made your booking in Northern Ireland, this contract, and any claim or dispute arising from or related

to this contract, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it.

For the avoidance of doubt, neither the courts of your country of domicile nor the courts of the country where your holiday is to take place nor any other courts shall have jurisdiction instead of or in addition to the courts of the jurisdiction set out above as appropriate.

## **22. Real Gap Experience Code of Conduct**

This code of conduct sets out the standards of behaviour that is expected of travellers, not only by the Company as a volunteer placement organisation, but also by the In-Country Coordinators, the homestay families and providers of accommodation and, most importantly, the projects that we work with.

The Company is fully committed to responsible volunteer travel and sustainable tourism. This code of conduct is designed to help you achieve the most out of your placement in a safe manner. It also ensures that the organisations and people we work with are treated with respect and that consideration is given to other cultural aspects during your placement.

Please note that breaches of the code of conduct may result in your placement being terminated without compensation.

### **General**

You must:

- Listen to, and follow the advice or requests of your In-Country Coordinator;
- Understand that you are a representative of not only the Company but also your country of origin and act accordingly;
- Agree to a zero tolerance policy towards the possession and use of illegal substances. If you are found in possession of, or are under the influence of such substances, you will have your placement contract terminated immediately;
- Respect, and seek to understand, the culture of the country you are placed in. This involves being tolerant of the customs and behaviours of the local people (your coordinator can explain the cultural norms and advise you.);
- Follow your project rules; respect your family and local community regarding consumption of alcohol;
- Be aware of potentially different attitudes towards sexual relationships in the country which you are volunteering and understand the effect that any such relationship may have on individuals and the local community;
- Treat all people with respect and dignity;
- Dress appropriately at all times with regard to the culture you are living in;
- Not engage in political demonstrations or illegal activities;
- Understand that the project and accommodation booked and provided is non-changeable in country without the prior approval of both the In-Country Coordinator and the Company's UK office;
- Keep your In-Country Coordinator informed of your plans about trips and weekends;
- Consult your In-Country Coordinator outside normal working hours only for an emergency;
- Never call or text the UK Duty Officer Emergency Phone unless it is an emergency.

### **At the project/progamme**

You must:

- Endeavour to maintain a positive mental attitude throughout your placement;
- Act as a conscientious member of the project team. You are relied on as a dedicated member of the team;
- Abide by all the rules of the project at which you are volunteering and respect other members of staff and your peers;
- Not accept payment of any kind for the volunteering work that you are doing;
- Work hard to achieve not only your own personal goals but also those of the project and the people and / or organisation that you are helping;
- Listen to, and follow, the instructions of your supervisor / contact at the project in addition to those of your In-Country Coordinator;
- Inform your supervisor / contact at the project if you are at any time unable to fulfil the duties to which you have committed;
- Treat with care all of the materials that you use during your placement;
- Contact the UK customer support team if you wish to extend your placement, which will include without limitation, arranging payment for additional accommodation costs and extension of the travel insurance policy that you have. It is not possible to extend your stay without official confirmation.

### **Accommodation**

You must:

- Respect local custom and abide by the rules of the accommodation in which you are staying;
- Check with either the homestay family or owner of accommodation before inviting anybody to your room;
- Be aware that overnight visitors are not allowed;
- Respect the accommodation you are using and pay for any damage you may cause to the property;
- Keep your room clean and tidy;
- Not smoke in your accommodation unless the owner allows;
- Stay at the accommodation allocated to you;
- Settle any outstanding bills before leaving the accommodation;
- Pay your food/accommodation as soon as you arrive in country (where applicable);
- Be aware that there will be no refunds for food/accommodation if you decide to go on trips or leave early.