



TERMS AND CONDITIONS FOR SALE (T'S & C'S)

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Introduction

Please take the time to read these Terms and Conditions carefully, as they are written to protect both parties interests. When you make a booking and we accept it and therefore a legally binding contract is made. When you complete a booking online via our website, you (and any other person on whose behalf you book) agree to accept all of these Terms and Conditions, you also acknowledge that you have read the trip itinerary for your chosen expedition. You declare that the information provided by you on the booking form is complete and true. A contract will exist as soon as we issue our booking confirmation which will be sent to you by email. We need a completed booking form for each person participating in one of our trips or activities. The following Terms and Conditions apply to all bookings:

In these Terms and Conditions the words 'Rogue Sports Travel Limited' or 'Rogue Expeditions', 'we', 'us' and 'our' mean or refer to Rogue Sports Travel Limited trading as Rogue Expeditions. The words 'client', 'you', 'participant', 'your' and 'the lead name' mean or refer to any person who enters into a contract with Rogue Sports Travel Limited. The words 'travel arrangements', 'expedition', 'tour' or 'trip' mean or refer to any activity, transport, accommodation or package trip organised by Rogue Sports Travel Limited. The word supplier(s) is any person(s) or organisation(s) that supplies Rogue Sports Travel Limited with services, activities or products. The words 'your party' or 'your group' mean or refer to any other person on whose behalf you book a trip with Rogue Sports Travel Limited.

When we send the booking confirmation it will give instructions for final payments or confirmation of monthly payments if you have set that up. You will also have access to all relevant information, including a kit list, trip itinerary & details in the Rogue Expeditions Members Hub. All other important information regarding your trip will be formally delivered using the email address registered upon booking. The contract will continue until the tour, along with any booked extension, has ended but such expiry shall not affect the accrued rights and liabilities of the parties nor any continuing obligations. You should accept these Terms and Conditions only if you have carefully read and understood the contents. The moment we receive your deposit we start processing your application and, therefore, it is non-refundable, however your deposit is transferable under the Infinity Deposit terms in section 6. There may be additional conditions that apply to a specific tour, in which case these additional conditions will be displayed on the specific trip page on our website. There will be specific clothes and equipment that you will be required to bring with you on a tour. Some, but not all equipment will be available to rent or purchase in the area you trek. We recommend that you source your own equipment however some of our suppliers do provide some equipment for the trip - contact us for more information. Clients booking by telephone will be deemed to have read these Terms and

Conditions and by making a booking over the phone you will automatically be bound by these terms and conditions. Should there be a discrepancy between the information in the brochure, trip guide and the website, then the information on the website supersedes that in the brochure or trip guide and will be considered the most up-to-date and accurate¹.How

Item 1 - How to Book

To make a booking you can contact us either by: ,Email, Telephone, our via our website messenger. The person making the booking (the 'lead name') must be 18 years old or over and possess the legal capacity and authority to make the booking and accept these Terms and Conditions on behalf of everyone in their party. You will need to pay a non-refundable deposit for each person per trip. The lead name is responsible for the accuracy of any information provided. Rogue Sports Travel Ltd. cannot be held liable for any problems that may occur from incorrect information that you provided. If you are under 18 you must be accompanied by a responsible adult over 18 years of age.

Item 2 - Prices

All prices we advertise are accurate at the date published although we reserve the right to change our 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 trip including any extensions or extra services you have requestedPayment

Item 3 - Acceptance of Booking and Final Payments

Payment of the full balance of the trip price is due 30 days before the tour start date. Half of the full balance of your trip price is due 6 months before the tour start date. You must make all payments by their due date. If we do not receive all payments due in full and on time we reserve the right to treat your booking as cancelled by you and retain all deposits and monies paid, or due at that time. We will add a 10% admin fee to all late payments. When you receive the confirmation booking please check the details carefully and inform us immediately if anything is incorrect. The names on the confirmation invoice and any 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 your boarding or your participation in an activity because the name(s) shown in your passport(s) differ from those on your ticket.What Your Trip Includes and

Item 4 - What Your Trip Includes & Does Not Include

Details of the items included or not included in the price are stated on the trip itinerary on our website

Item 5 - Force Majeure

In these Terms and Conditions 'force majeure' means any event that we, or the supplier of the services in question, could not foresee, or avoid, even with all due care. Such events include, but are not limited to war, the threat of war, riot, civil strife, industrial dispute, hostilities, political unrest, government action, terrorist activity, natural or nuclear disaster, fire, acts of God, adverse weather conditions, pandemics or other unforeseen circumstances.

Item 6a - If you cancel your trip

You, or any member of your party, may cancel your travel arrangements at any time. If you cancel a trip after making a booking you will lose some or all of the money you have paid for the trip, even if

the circumstances are beyond your control. A cancellation will only be effective when we receive written confirmation by letter or email of the cancellation. Cancellation charges as shown below will be applicable.

- 91 days or more before your initial trip booking: loss of deposit unless transferred under the 'Infinity Deposits rule'
- Between 61 and 90 days before your initial trip booking: 50% of the trip cost
- 60 days or less before your initial trip booking (or failure to join the trip): 100% of the trip cost

It is strongly recommended that you obtain insurance that includes cover under certain circumstances against the loss of deposit or cancellation charges. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these 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 trip. If you leave a trip for any reason after it has commenced we are not obliged to make any refunds for unused services.

Item 6b - Infinity Deposits

If you cancel your booking, and that cancellation is not a result of non-payment or any other breach of these Terms, the deposit amount will be held as an "Infinity Deposit" subject to these Terms. Infinity Deposits have no expiry with Rogue Sports Bucket Travel Limited and may be applied towards payment of a deposit on any other trek or expedition with us. The lifetime deposit is transferable and may be transferred by you to another trip of your choosing by providing notice to us in writing or email.

For the avoidance of doubt, only the deposit amount will form part of the Infinity Deposit. The Infinity Deposit has no cash value. Only one Infinity Deposit may be applied per person per product booked. An Infinity Deposit must be applied to a new trek or expedition that is of equal or greater value to the cancelled trip for which the Infinity Deposit was originally received. An Infinity Deposit may not be applied to the same or similar dates of travel.

Item 6c - Minimum Package Numbers

When a trip requires a minimum number of participants (for instance Aconcagua, Mt Blanc, Lobuche, Island Peak & Mt Denali) to enable us to operate it, we reserve the right to cancel the trip where this minimum number is not reached. You will be advised before your booking if your trip requires a minimum number of bookings to operate.

When you book onto a trip that requires minimum numbers you will be required to pay the full balance 6 months before your trip date (if you are on a monthly payment plan you will be required to make any outstanding payments). This is contrary to our other payment terms laid out for other trips.

Failure to achieve the minimum number does not, however, oblige us to cancel the trip. Therefore, you will be advised if the trip is to go ahead or not, by the date that full payment of your trip is due to be received by us (6 months before the trip start date).

Please note that we will not be liable for any costs, expenses or losses you incur (for example, in respect of flights) as a result of the cancellation of any trip due to lack of minimum numbers. We

therefore recommended you do not incur any non-refundable expenditure until you have received confirmation that your trip is guaranteed to proceed.

Item 6d - What happens if my trip is cancelled

If we cancel your trip due to the lack of minimum numbers reached you may be offered an alternative date to book onto. If you choose an alternative date your deposit will not be refunded but will be kept under the "lifetime deposit guarantee"

If we cancel the trip after you have paid and we confirmed it was to proceed, you may have the option to move your trip to an alternative date or receive a full refund.

Item 6e - What happens if i cancel my trip

If you cancel your trip up to 6 months prior to the start date you will forfeit your booking deposit (although this will be held under our Infinity Deposits scheme and you can use this as credit for another trip) and loss of any applied discounts.

If you cancel your trip with less than 6 months to the start date and after you confirmed your place and paid in full, we will not be liable to refund the trip cost or offer to reschedule your trip to an alternative date. If the cancellation is due to ill health or another critical reason you may be able to claim on your travel insurance, however we are not able to advise on this matter and you would need to investigate further with your insurer of choice.

Item 6f - Rescheduling a booking

Rescheduling your trip may be offered to you at the company's discretion. If you decide to reschedule your trip whether that be due to force majeure or any other reason, please be aware that these terms and conditions are in effect from your original booking and original trip date. Should you decide to cancel your rescheduled trip or the company is forced to cancel your trip due to force majeure the cancellation and refund terms outlined in sections 6, 8 & 19 apply from the original trip date not the new rescheduled trip date. Please check out more information on our Flexibility Promise [here](#).

Item 7 - Minor changes to the itinerary before the tour

In the types of trips that Rogue Sports Travel Limited provide, arrangements and participants have to be flexible. Itineraries given for each trip must therefore be taken as an indication of what each group should accomplish, and not as a contractual obligation on our part. It is a necessary condition of you joining any of our tours that you accept this flexibility. It is unlikely that we will have to make any changes to your travel arrangements, but we plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will notify you or your travel agent of them as soon as reasonably possible. In the case of such changes there is no entitlement to cancel without penalty and you will be subject to the cancellation charges listed in clause 6.a Examples of minor changes include change of accommodation to another of the same standard, using slightly different modes of transport or completing the activities in a different order to the itinerary.

Item 8 - Major changes in the itinerary before the tour

If we must make a major change to your trip such as changing the locality of your trek due to adverse weather or a change resulting in a significant inconvenience regarding your trip, we will inform you as

soon as reasonably possible if there is time before your trip commences. When a major change occurs, you will have the choice of either accepting the change or accepting a replacement tour from us of equivalent or similar standard and price.

When a major change or cancellation occurs due to force majeure we will do our best to provide a suitable alternative, this may be at an alternative location and date. It may not always be possible to offer you an alternative and in this case the terms of force majeure apply - see section 5.

If we must cancel a trip due to force majeure 91 days or more before your trip you will lose your deposit. If we must cancel a trip due to force majeure between 1 and 90 days before your trip you will lose 50% of the trip cost.

We reserve the right in any circumstances to cancel your travel arrangements. However, in no circumstances will we cancel your tour less than 30 days before the scheduled start date except for reasons of late cancellations from other persons on your tour, force majeure or failure by you to pay the final balance or obtain adequate insurance cover. We cannot be held responsible for any non-refundable costs you incur through booking your own flights or otherwise should we be forced to cancel your trip.

If we are forced to cancel your tour we will offer you compensation as per below unless it is due to force majeure or failure by you to pay the final balance or obtain adequate insurance cover.

Period before tour start date within which notice of cancellation or major change is notified to you / Compensation per person:-

More than 30 days Nil

30-14 Days £20

13-0 Days £30

Item 9 - Changes in itinerary after the start of the tour

We reserve the right to change an itinerary after the trip commences due to local circumstances or events outside of our control or anything amounting to force majeure. In such emergency circumstances you will pay for the additional cost of any necessary itinerary alterations. If due to force majeure or any other circumstance beyond our or our suppliers' control we have to cut short your trip no refund or compensation will be made for any unused hotel accommodation, hire equipment, or any other unused service or feature of the trip.

Item 10 - Sports and Adventure Tours

This is sports & adventure travel, and many of Rogue Sports Travel Limited Travel Limited destinations are in remote areas, within developing countries. Many of the places that we visit do not have the same quality of emergency health and safety services that we are used to in the developed world. Road transport can be uncomfortable and unreliable, and hotels often do not meet the standards of for example, Europe or North America. We will not be liable where any failure in the performance of the contract is due to you or a third party unconnected with the provision of the travel arrangements.

Rogue Sports Travel Limited takes every precaution to ensure the safety of all participants. However, by undertaking a trip with Rogue Sports Travel Limited, you are assuming the risk of any injury,

including death. Rogue Sports Travel Limited and/or its employees, agents, subcontractors, suppliers and their employees cannot be held responsible for any injury caused to you, or by you to others, resulting from your failure to follow an instruction(s) or recommendation(s). It is your contractual obligation to Rogue Sports Travel Limited at all times act in a safe, responsible and courteous manner, comply with all safety procedures, listen and be present at all safety and information briefings; to immediately inform your guide / tour leader or any other person responsible for the provision of your activities of any equipment or site deficiencies or any other concerns relevant to the safety of you as an individual or the group as a whole; and to dress and/or equip yourself suitably for any event or activity as advised by your trip leader or any other individual responsible for the provision of your activities.

Our liability except in cases involving death, injury or illness, shall be limited to the cost of your travel arrangements. Your booking is accepted on the understanding that you realise the hazards involved in this type of trip, including death, injury, disease, loss or damage to property, inconvenience and discomfort. Our obligations, and those of our suppliers providing any service or activity included in your trip, are to use reasonable skill and take reasonable care when providing such services and activities. You must demonstrate that reasonable skill and care has not been used if you wish to make any claim against us. The services and activities included in your trip will be considered provided with reasonable skill and care if they comply with any local regulations that apply, or, if there are no applicable local regulations they are reasonable when compared to the local standards and accepted customs. We will not be liable for any loss of profit, or loss of business, or any form of consequential loss or damage, whether or not arising as a result of physical damage to property and/or person and regardless of the cause and nature of such loss or damage.

Rogue Sports Travel Limited liability will also be limited in accordance with and/or in an identical manner to any relevant International Convention (for example, the Geneva Convention in respect of carriage by road, the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation) which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. 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 trip. Where public transport (including taxis) is used we cannot be held responsible or liable for its standards or any damages, loss, injury, or death incurred during the use of such transport.

Occasionally our local suppliers may need you to sign an 'Acceptance of Risk' form prior to accepting your participation for an activity or service. The purpose of the form is to indemnify the supplier and Rogue Sports Travel Limited from any claims made by you for incidents arising due to circumstances outside the supplier and Rogue Sports Travel reasonable control.

On all of the tours we operate, we at times stay in very primitive accommodations that are built to no known standards. It is part of the fun of this type of travel but it does come with risk. We do however try to inspect accommodation beforehand and we look to stay in nice homely places with character that are of a good standard compared to what is available locally. For example, in some circumstances we stay in village homes where the people have built the houses themselves. You need to accept the fact that there may be defects with the structure of the buildings we stay in, for example uneven floors, cracks in windows, no fire extinguishers, and electrical fittings that are not fitted to UK standards. Travel in any underdeveloped nation requires you to be more aware and

cautious of your surroundings. It is your responsibility to familiarise yourself with the general layout of accommodation so as to become aware of any specific risks or lack of safety features.

There will be wildlife, domesticated and wild animals in all of the areas we visit that can attack without warning. Rogue Sports Travel Limited or any of its employees or suppliers cannot be held responsible for any injury or death that occurs from you being attacked by any wildlife, domesticated or wild animal, you must accept the risks of injury or death from wildlife or animal attacks.

Item 11 - Extensions and extra activities

Extensions (marked as 'extra activities') on your itinerary or any activity not included in the price of your trip do not form part of your trip supplied by Rogue Sports Travel Limited. For any optional activity or other service that you book, your contract will be with the operator of the activity or service and not with us, and the decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint or problem with any optional activity purchased, your claim should be directed to the activity provider and not to us.

You accept that any assistance given by your tour leader or local representative in arranging optional activities will not render Rogue Sports Travel Limited or its employee(s) liable.

Item 12 - Links to subsidiary platforms

We have placed links to external sites on our website that we think you may find interesting, but neither Rogue Sports Travel nor any of its employees or agents shall have any responsibility or liability of any nature whatsoever for these sites or any information contained in them. None of these sites have been verified or endorsed by Rogue Sports Travel. The link does not apply an association with our site.

Item 13 - Errors and Omissions

Although we have made every effort to verify the accuracy of statements made in our trip documentation including brochure(s), website and trip notes we cannot be held responsible for any error, omission or unintentional misrepresentation that may occur.

Item 14 - Protection of Data and the Law

Your credit/debit card information is not stored with Rogue Sports Travel Limited. When you make a booking, you consent to all the information you provide (not including credit card information) being passed on to our suppliers, wherever they may be based. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. We work in compliance with the Data Protection Act.

We will not pass information on to anybody who isn't responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, dietary or religious requirements. If you have any sensitive information, you can discuss with one of our staff in privacy and they will make sure that any specific requirements or health concerns are dealt with on a strict need to know basis. We ensure that proper measures are in place to protect your information.

Item 15 - Transferring to another trek

If after our booking confirmation has been issued, you wish to transfer to another trip, we will try to arrange this but it may not always be possible. Any such request must be made in writing from the

person who made the booking. You will be asked to pay an administration charge of £50 plus any further costs we incur in making this alteration. You should contact us as soon as possible as costs will increase closer to the date of departure. You cannot transfer your trip less than 60 days prior to departure. Do refer to the 6.c for any rescheduling terms.

Item 16 - Tour Leader Responsibility

By completing a booking online on our website, over the phone or in person you accept these Terms and Conditions and you agree to abide by the authority of the tour leader, who represents Rogue Sports Travel Limited. The decision of the tour leader as to the conduct, itinerary and objectives of the tour is final. If, in the opinion of the tour leader, your behaviour or physical condition is putting the wellbeing of other people at risk, or if the tour leader considers your general wellbeing to be at risk by continuing the tour, or if you are caught breaking the local law, you may be asked to leave the tour without the right to any refund for unused services the person(s) concerned will be required to leave the accommodation and we will have no further responsibility to them including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. Rogue Sports Travel Limited clients must only use the accommodation that we provide for you. You are not permitted to let anyone else stay in your room. You are responsible for the cost of any damage caused to your accommodation, its contents and any other item you damage or lose whilst on one of our trips. These charges must be met by you and have to be paid locally. You accept that you may not participate in part of the itinerary if you are late for an activity or part of your travel arrangements. If you miss a transport connection you will be responsible for catching up with the group and all costs associated with rejoining the group. You must not do anything or fail to do anything that is reasonably likely to bring Rogue Sports Travel into disrepute.

Item 17. Our Responsibility

Our responsibility to you does not commence until the start date of your tour and you have arrived at the starting point of the tour as stated on the trip itinerary. The starting point of a Rogue Sports Travel Limited tour is normally the airport in the country that your tour commences. We offer complimentary airport to hotel and hotel to airport transfers on all our trips. When you book a flight let us know by adding your flight details to the relevant area in the Rogue Expeditions Member Hub and we will meet you at the airport at the stated arrival time of that aircraft. Please note you can arrive in the country of your tour before the start date and also depart after the finish date and we can arrange accommodation for you but it will be at your cost. Please note there may be no Rogue Sports Travel representative available to meet you and we will have no responsibility to you outside the official publicised dates of the tour unless agreed otherwise. You are responsible for arranging your own flight or transport to arrive at the starting point of a Rogue Sports Travel Limited tour although we do provide recommendations if required. Under no circumstances can Rogue Sports Travel Limited be responsible for you missing the start of a tour. We will not refund any money to you, pay you any compensation or pay for any transport arrangements for you to catch up with the tour group if you do not arrive at the starting point on time, nor will we pay for any accommodation or other expenses that you incur. You will not receive any money back for activities that you missed. However, we have an in-country agent that will assist you in every way possible (transport, accommodation etc) to catch up with the tour group at your expense.

You will be given emergency telephone numbers of all representatives of Rogue Sports Travel Limited and be given a list of times and places the tour group will be present, in order to catch up with the group. If your arrival flight is delayed but it will still arrive on the same day we will still come to the

airport to collect you. If it is delayed and will not arrive until the next day we will try to supply you with a pickup if the group itinerary and staffing levels allow it. If the group has moved to the next destination on the itinerary or we do not have the available staff to pick you up you will be responsible for catching up with the group. You will be given all the details of contacts for emergencies or meeting points in case you ever need to catch up with the group. If the airline you travel with loses your baggage you need to report it immediately at the airport. Under no circumstances can the start of the tour be delayed or disrupted in any way waiting for your baggage. Rogue Sports Travel Limited cannot be held liable for any problem that arises from the loss of your luggage. We therefore recommend that you keep all your valuables and essential kit in your hand luggage and wear any important clothing on the airplane. We are not responsible for any of your belongings and we will not accept responsibility for them if they are lost, stolen or damaged at any point on your trip however so incurred.

If you are unable, or choose not to complete part of your itinerary Rogue Sports Travel Limited is not liable to supply alternative itineraries, excursions, accommodations, services or staff for the period when you are not present with the group or refund any monies. If you do not take part in the group activities or itinerary or if you wander off on your own we will not have any responsibility for you whatsoever.

If the tour leader is delayed to the local joining point we will provide you with the same room and board basis as stated in your itinerary. If the delay is for more than 24 hours we will provide you with the same services and itinerary that were detailed on your itinerary to enable you to continue with your trip, although you may, at your discretion, remain at the local joining point for the arrival of the tour leader.

For expeditions where passengers have a domestic flight as part of the package this will be paid for by Rogue Sports Travel Limited. However, if it is a Domestic or international flight that is part of the expedition route and not the package, we reserve your place on the plane and you then need to pay for the flight locally. Rogue Sports Travel Limited do not sell flights and therefore we will not be responsible for any losses, inconveniences, injuries, death, delays or any other problem that result from a flight you take or a plane ticket you buy. You must also be aware that standards of internal flights in countries we visit may not be of the same standard you would expect in Europe or North America.

Rogue Sports Travel Limited will not be held liable nor accept any responsibility for any injury, death or problem that occurs while you are under the influence of alcohol or drugs. We have a zero tolerance policy towards drugs.

Item 18. Passport, Visas, Travel

You must carry a valid passport and have obtained all of the appropriate visas, for the countries that you will visit during your trip. Your passport must be valid for 6 months beyond the duration of the trip. The lead name is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel. Clients 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. There are restrictions on the amount of times you can enter certain countries in a year and also restrictions to certain nationalities. Your behaviour at a border can also stop you from entering a country. In some cases countries will refuse entry to clients who have criminal records, please check with the embassy or consulate of the countries that you are visiting. Rogue Sports Travel will not be held liable, nor can we assist you if you have been rejected entry to a country for

any reason. You will not be able to continue with the itinerary of your tour and you will not be entitled to any refund or compensation. Please check your trip itinerary, FAQ's on our website and the relevant countries government website for Visa information.

In booking a tour with us, you acknowledge that you are responsible for making yourself aware of the level of safety in the countries and areas which you will be visiting. Information can be found from your country's Foreign Office or State Department warnings and other sources available to you.

You are responsible for making your own decisions accordingly.

Item 19. Health

Your wellbeing and that of your fellow travellers is of utmost importance to us and so 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 the trip. In order to make your booking, you confirm that you and all of your party are fit to take this tour, and that you have declared to us any disability or special need which is likely to affect the progress of the tour. In order for us to confirm your travel arrangements you must provide all requested details. Necessary details include full name as per passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions (you must inform us of these details by entering this information in the relevant area of the Rogue Expeditions Members Hub). Your booking is accepted on the understanding that you realise and accept the risks and hazards potentially involved in adventure trips and that you are mentally and physically capable of undertaking your chosen trip. If, in our reasonable opinion, your chosen trip is not suitable for your medical condition or disability we reserve the right to refuse your booking. Should you or any of your party require a carer or assistance with mobility, then you accept responsibility for including a suitably qualified person in your booking. You must however discuss this matter with us first. Exact details of the medical issue and the assistance and caring arrangements are needed in writing. You will need confirmation from us in writing allowing you to join the trip, please telephone us first to discuss details. We reserve the right at any time to ask you to produce a Doctor's Certificate of Fitness before or after booking to prove you are in good health to join a Rogue Sports Travel Limited tour. If due to a medical problem or an accident of any kind that occurs after booking the trip with us you are unable to complete your itinerary you will be subject to the cancellation charges below. You will also be subject to these cancellation charges if you did not disclose any medical information to us at your time of booking that we cannot accommodate on your chosen tour.

- 91 days or more before your trip: loss of deposit
- Between 61 and 90 days before your trip: 50% of the trip cost
- 60 days or less before your trip (or failure to join the trip): 100% of the trip cost

If you have a medical condition, serious illness, recently undergone surgery, or have suffered a recent accident, you must advise us and your airline, and you may need to be cleared for travel by the airline which will involve obtaining a Fitness to Fly Certificate from your GP. You must ask your Doctor about the vaccinations you require for the country you are visiting. Any information we give you about vaccinations or medication is not a substitute for information given to you by a qualified medical practitioner. No employee of Rogue Sports Travel Limited is qualified to give such information and we cannot be held liable or responsible for any advice they give you. If you become ill or injured whilst on a trip you may not be able to carry on with the itinerary and you will not be entitled to any refund for services or accommodation not used and the rest of the group and the tour leader may have to carry

on without you. We will however make sure you are appropriately looked after and arrange transport and/or medical care the costs of which will be your responsibility. Please see insurance requirements below. If you feel unwell or feverish either on trip or when you return you must go straight to a doctor and explain where you have been, what activities you have been doing and if you have spent time in water.

Item 20. Travel and Cancellation Insurance

It is a condition of us accepting your booking that you agree you will have obtained travel insurance for your trip before your trip commences. You are strongly advised to insure yourself against any possible risk that may occur. You are required to carry proof of insurance with you and produce it if reasonably requested by Rogue Sports Travel Limited employees or suppliers. Rogue Sports Travel Limited will not be liable for any loss or inconvenience due to an inappropriate policy. It is your responsibility to check the terms and conditions of any insurance policy whether purchased from our recommended insurer or another provider.

Your insurance must include cover for; medical expenses, injury, death, cost of repatriation and evacuation via whatever means necessary including by helicopter or air ambulance. If, in the event of an emergency you need medical rescue, hospital treatment, repatriation or evacuation from a trip either by foot, helicopter or otherwise and your insurance company will not pay these costs the responsibility for the payment of such costs will lie with you. Any subsequent costs incurred such as hotels, food, transport etc shall be your responsibility. If you make your own insurance arrangements you must ensure that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained in your tour.

Your travel insurance provider must agree beforehand to meet the costs of any search, rescue or recovery, for medical reasons, of you to the nearest appropriate medical facility even if prior authorisation from the insurer may not be possible due to the remoteness of the recovery area or because medical expediency demands your recovery before such authorization could be received. In case of a suspected or confirmed emergency involving you or the group of which you are a member, Rogue Sports Travel Limited reserves the right to arrange (or to make arrangements for your insurers to arrange) search, rescue and recovery, as deemed appropriate and reasonable.

We reserve the right to cancel your booking without refund at any time before departure if we are not satisfied that adequate insurance has been organised for you. All baggage and personal effects are at all times at your own risk. We will not be responsible for any loss, damage or accident to any luggage and property, howsoever incurred. You are advised to check the limitations of your insurance policy in this respect.

Rogue Sports Travel Limited cannot be held responsible for you missing your departure flight or onward travel arrangements under any circumstances. Adventure travel in the countries we visit has unavoidable risks; vehicles/trains can break down and flights can be cancelled for days at a time, roads can be blocked etc. Rogue Sports Travel Limited will do our very best to try to make sure that you will make your transport connections and our itineraries are formed in a way that minimises the risks. We strongly advise you to have travel insurance that covers a missed flight or onward journey. You must upload a scanned image of your insurance policy into the Rogue Expeditions Members Hub that shows your policy number, insurer name and emergency assistance telephone numbers prior to your departure. It is your responsibility to ensure that you are adequately insured, as we will not check your policy. If you join the tour without adequate insurance you may not be allowed to continue on the tour and you will not be entitled to a refund.

Item 21. Photos and Marketing

You consent to us using still and video images of you taken during the trip for advertising and promotional purposes in any medium we choose (now and future invented). You grant us a perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes. You also consent to us using any written feedback you give us in any form of marketing we choose. You also consent to use by third parties.

Item 22. Transfers & Refunds

Transfer of bookings are at the sole discretion of Rogue Sports Travel Limited and is only granted upon exceptional circumstances.

Any refunds made by Rogue Sports Travel Limited will be made within 30 days of the refund being agreed.

Item 23. Complaints Process

If you have any complaint during your trip you must inform our local representative or your tour leader as well as our team in the UK and the relevant supplier of the service immediately. If you are not happy with the agreed action in response please contact us within 28 days of your return home by writing to us at: Rogue Sports Travel Limited, Ochran Mill, Llanellen, Abergavenny. Monmouthshire NP79HU. If you do not give us the opportunity to resolve any problem locally at the time of the issue by reporting it to the tour leader then we will have been deprived of the opportunity to investigate and rectify your complaint during your trip and this may affect your rights under this contract. Agents and representatives, other than a Director of Rogue Sports Travel Limited are not entitled to promise refunds for whatever reason, and Rogue Sports Travel Limited will not be bound by any such promises. We will acknowledge a complaint within 7 days of receipt.

These Terms and Conditions may only be waived or amended by a Director of Rogue Sports Travel Limited. Such waivers or amendments will only be made in special circumstances and must be made in writing to be effective.

These Terms and Conditions and any contract to which they apply, are governed in all respects by UK Law. They shall be subject to the exclusive jurisdiction of the courts of England / UK. If any part of these Terms and Conditions is determined by a court to be unenforceable, the remainder of the Terms and Conditions shall be unaffected and shall continue in full force and effect.

Rogue Sports Travel Limited is dedicated to giving you the best possible service and ensuring that you have an enjoyable trip. All communications relating to this contract must be from the Lead Name in writing and in English and delivered by hand, email or sent by recorded delivery post to Rogue Sports Travel, Ochran Mill, Llanellen, Abergavenny. Monmouthshire NP79HU.

