

TERMS AND CONDITIONS FOR PACKAGES

Please take the time to read these Terms and Conditions carefully, as they are written to protect your interests.

When you make a booking by paying us a deposit and we reply to accept your booking with a confirmation invoice a legally binding contract is made and you agree to accept all of these Terms and Conditions, you also acknowledge that you have read the trip's web page for your chosen trip. You declare that the information provided by you on the booking form is complete and true. We need a completed booking form for each person participating in one of our package holidays or activities. The following Terms and Conditions apply to all bookings:

In these Terms and Conditions, the words 'Guru Journeys', 'we', 'us' and 'our' mean or refer to Guru Journeys travel agency. The words 'client', 'you', 'participant', 'your' and 'the lead name' mean or refer to any person who enters into a contract with Guru Journeys. The words 'travel arrangements', 'expedition', 'holiday', 'tour' or 'trip' mean or refer to any activity, transport, accommodation or package holiday organised by Guru Journeys. The words 'Travel Agent' mean any Agent through whom your booking with Guru Journeys is made. The word supplier(s) is any person(s) or organisation(s) that supplies Guru Journeys 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 holiday with Guru Journeys.

When we send the confirmation invoice it will give instructions for final payments and we will also send you all relevant information, including a kit list and trip joining instructions. 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. There may be additional conditions that apply to a specific tour, in which case these additional conditions will be displayed on the trip dossier or 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 from Guru Journeys (please see kit list for details). Clients booking by telephone will be deemed to have read these Terms and Conditions. Should there be a discrepancy between the information in the brochure and the website, then the information on the website supersedes that in the brochure and will be considered the most up-to-date and accurate.

1.How to Book

To make a booking you can contact us either by: Telephone, our Website or through an approved Travel Agent. 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. Guru Journeys cannot be held liable for any problems that may occur from incorrect information that you provided. You must be aged 16 years or above to come on one of our holidays but if you are under 18 you must be accompanied by a responsible adult over 18 years of age.

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 holiday including any extensions or extra services you have requested.

3. Acceptance of Booking and Final Payments

Payment of the balance of the 50% trip price is due 30 days 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 invoice 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.

4. What Your Trip Includes and Does Not Include

Details of the items included or not included in the price are stated on the relevant trip's page on our website.

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 or other unforeseen circumstances.

6. If You Cancel Your Holiday

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 of the cancellation. Cancellation charges as shown below will be applicable.

- 91 days or more before your holiday: loss of 50 USD admin fee
- Between 31 and 91 days before your holiday: loss of 50 USD admin fee and air transport cost if it is any involve in your travel.
- 30 days or less before your holiday (or failure to join the holiday): 50% of the holiday cost
- If you cancel holiday during the travel (or failure to join the holiday): 100% of the holiday cost

You agree that any airline's own 'Conditions of Carriage' will apply to you on any journey by air. When arranging this transportation for you, we rely on the terms and conditions contained within these 'Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as with the airline.

This means that you may lose more money than the charges listed above if you cancel or change a flight if the airline's fees are more than our cancellation charges. You can ask us to

provide you with a copy of any of the conditions applicable to your journey. The airline's terms and conditions are available on request.

Please bear in mind that certain airlines and other transport providers treat changes as a cancellation and charge accordingly, up to 100% of the cost for that part of the arrangement. Where applicable these charges will be passed on to you.

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 holiday. If you leave a trip for any reason after it has commenced, we are not obliged to make any refunds for unused services. If you are booking a tailor-made trip or a private tour as opposed to joining a set departure/open group tour then the price we quote you will be based on the amount of people you have in your group. If anybody in your group fails to pay any money due for the tour the price may increase for the remaining members of the group.

7. Minor Changes in Itinerary Before the Start of the Tour

In the types of holidays that Guru Journeys provide, arrangements and participants have to be flexible. Itineraries given for each holiday 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. 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.

8. Major Changes to Your Holiday Before Start of Tour

If we have to make a major change to your holiday such as a lower than expected standard of accommodation or a change resulting in a significant inconvenience with regard to your holiday, we will inform you or your travel agent 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, or cancelling your tour, in which case we shall refund you in full except in cases of force majeure.

When a major change or cancellation occurs due to force majeure we may not be able to offer you a replacement tour.

If we have to cancel a trip due to force majeure between 1 and 90 days before your holiday you will lose 0% of the holiday 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 force majeure or failure by you to pay the final balance or obtain adequate insurance cover.

You must check that your chosen holiday has reached the minimum numbers required and is guaranteed to run before paying for your air tickets, transport connections, visas or any other item or service related to your holiday. Please contact our office to see if it is guaranteed to run or not. 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 displayed in the table 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:

90 -121 days	Nil
90-14 Days	\$100 USD
13-0 Days	\$150 USD

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 holiday no refund or compensation will be made for any unused hotel accommodation, hire equipment, or any other unused service or feature of the trip.

10. Adventure Travel

This is adventure travel, and many of Guru Journeys 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 only pay compensation if your travel arrangements which are booked through us, are not provided as described in your itinerary due to our fault or the fault of our employees, and only if this has significantly affected your experience and your enjoyment of it and you notify us at the time. 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.

Guru Journeys takes every precaution to ensure the safety of all participants. However, by undertaking a trip with Guru Journeys, you are assuming the risk of any injury, including death. Guru Journeys 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 Guru Journeys to 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 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 holiday, 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 holiday, 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 holiday 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.

Guru Journeys' 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 holiday. 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 will 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 Guru Journeys from any claims made by you for incidents arising due to circumstances outside the supplier and Guru Journeys reasonable control. You may request a copy of the applicable form by contacting us. Please allow 28 days for any form to be emailed to you.

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, 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. Guru Journeys 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.

EU airline blacklist. In accordance with EU directive (EC) no. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at https://ec.europa.eu/transport/modes/air/safety/air-ban_en

11. Optional Activities

Excursions or other tours that you may choose to book or pay for whilst you are on holiday or marked as optional activities on your itinerary are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

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

12. Links to Other Websites

We have placed links to external sites on our website that we think you may find interesting, but neither Guru Journeys 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 Guru Journeys. The link does not apply an association with our site.

13. Errors & 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.

14. Data Protection Act

Your credit/debit card information is not stored with Guru Journeys. 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.

15. If You Transfer to another Holiday

If after our confirmation invoice has been issued, you wish to transfer to another holiday, 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 or your travel agent. 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 holiday less than 60 days prior to departure.

16. Tour Leader Authority

By signing our booking form and these Terms and Conditions you agree to abide by the authority of the tour leader, who represents Guru Journeys. 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. Guru Journeys 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 re-joining the group. You must not do anything or fail to do anything that is reasonably likely to bring Guru Journeys into disrepute.

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 your receipt. The starting point of a Guru Journeys tour is normally the airport in the country that your tour commences. Under no circumstances can Guru Journeys be responsible for you missing the start of a tour unless it is because of transport that we provided. 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 telephone numbers of all representatives of Guru Journeys 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. Guru Journeys 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 Guru Journeys 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 dossier. If the delay is for more than 24 hours, we will provide you with the same services and itinerary that were detailed on your dossier to enable you to continue with your holiday, although you may, at your discretion, remain at the local joining point for the arrival of the tour leader.

Guru Journeys 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.

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. Guru Journeys 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 dossier 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.

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 or the enjoyment of other travellers. 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. Your booking is accepted on the understanding that you realise and accept the risks and hazards potentially involved in adventure holidays and that you are mentally and physically capable of undertaking your chosen trip. If, in our reasonable

opinion, your chosen holiday 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 Guru Journeys 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 holiday: loss of 50 USD admin fee
- Between 31 and 91 days before your holiday: loss of 50 USD admin fee and air transport cost if it is involved in your travel.
- 30 days or less before your holiday (or failure to join the holiday): 50% of the holiday cost
- If you cancel holiday during the travel (or failure to join the holiday): 100% of the holiday 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 is not a substitute for information given to you by a qualified medical practitioner. No employee of Guru Journeys 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 holiday 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.

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 Guru Journeys employees or suppliers. Guru Journeys 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 exclusions

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 authorization 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, Guru Journeys 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 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.

Guru Journeys 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 can break down and domestic flights and trains can be cancelled for days at a time, roads can be blocked etc. Guru Journeys 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 minimizes the risks. We strongly advise you to have travel insurance that covers a missed flight or onward journey. You must provide a photocopy or scanned image of your insurance policy 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.

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.

22. Transfer of Booking

If you are prevented from traveling for any reason, you may transfer the booking to another person, subject to written consent given by Guru Journeys, provided that a minimum of 45 days' notice is given and the new participant fulfils the necessary requirements to join the tour, including but not limited to the completion and signing of a booking form and accepting and signing these terms and conditions, as well as payment of a \$50 administration charge, the new participant will also be responsible for any other costs or problems that may occur from transferring the name.

23. Equipment

Sometimes we provide you with equipment for your adventure with us. This may be specialist clothing or a bicycle or an ice axe or something else. Sometimes there is a charge for you to borrow equipment and sometimes we lend equipment free of charge.

If we provide you with equipment then you must return it in the same condition that it was provided to you. Therefore, you are responsible for checking any equipment thoroughly. You must inform a Guru Journeys representative immediately if there is a problem or breakage with the equipment at the time we give it to you. If at the time you return the equipment there is a breakage that was not declared at the time when we gave it to you then we will charge you for all costs incurred to repair or replace the equipment.

25. Complaints Process

If you have any complaint during your expedition you must inform your tour leader, if you are not happy with their response then call our office in the Mexico immediately. If you are not happy with the action in response please contact us within 28 days of the last day of your trip by writing to us. If you do not give us the opportunity to resolve any problem locally by reporting it to us then we will have been deprived of the opportunity to investigate and rectify your complaint during your holiday and this may affect your rights under this contract. Agents and representatives, other than a Director of Guru Journeys are not entitled to promise refunds for whatever reason, and Guru Journeys 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 Guru Journey. 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 Mexico Law. They shall be subject to the exclusive jurisdiction of the courts of Jalisco, Mexico. 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.

Guru Journeys is dedicated to giving you the best possible service and ensuring that you have an enjoyable holiday. 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 Guru Journeys, Lagunitas 445 Col. Jardines de Guadalupe C.P. 44740 Guadalajara, Jalisco, Mexico

