

Terms and Conditions 2023

Below you will find our provisional Booking Conditions and Important Information regarding our additional services and offers. These are subject to conditional provision at the time of booking and any change will be advised by your account manager.

Booking Conditions

1. Our Details

We are Tetrapylon Ltd, a limited company incorporated in England trading as Tetrapylon (company number 10330451) whose trading address is at 251 Grays Inn Road, London, WC1X 8QT, and whose registered address is the same, United Kingdom ('we', 'us', 'our'). We are specialist travel organisers and our business operates out of the United Kingdom (UK). Our services are as advertised and quoted.

2. Application of These Booking Conditions

Your contract with us is subject to these booking conditions or any other conditions provided to you which may supersede these conditions. A contract will exist between us once you have paid your deposit (or such other fee as may be appropriate, for example where you are making a 'late booking') and we have issued you with our booking confirmation. If any part of our contract with you is found to be invalid or unenforceable, then the remainder of it will not be affected and will remain valid and enforceable.

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your clients the terms of these booking conditions and agree on behalf of everyone travelling in their party to be bound by them. All bookings made by any member of your team will be binding unless disclosed to us in writing beforehand.

Payment made to us will be treated by us as confirmation that you have read, understood and accepted these booking conditions.

3. Law and Jurisdiction

This contract is governed by English Law and the exclusive jurisdiction of the English courts.

4. Data Protection

The protection of your clients personal information or data is extremely important to us. In order to respond to an enquiry, process and fulfil your booking or send you a brochure or other promotional material, we need to collect personal data from you. We will only process this personal data in accordance with our Privacy Policy for or in connection with the purpose for which you have provided it (for example, arranging arranging a tour) or as you have consented to our using it (for example, to send you marketing material) or as permitted by data protection laws. Please read our Privacy Policy for full details. Your client's personal data will be protected by the UK's General Data Protection Regulation (which is otherwise known as UK GDPR) and the Data Protection Act 2018. We refer to this legislation as data protection laws. Tetrapylon is a data controller of your personal data. We take appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, which is appropriate to the harm that might result. Personal data will be retained by us for the period referred to in our Privacy Policy.

Your clients may ask us what personal data of theirs is being held or processed, for what purpose and to whom it may be or has been disclosed. You may also withdraw your consent to receiving marketing material or other communications from us at any time by unsubscribing to our e-mails or otherwise contacting us. Please also let us know if you believe the personal data we are holding is inaccurate, out of date or incomplete. You may contact us by e-mail UK@TETRAPYLON.com, telephone +44 20 8142 6099 or post to Data Controller, Tetrapylon Ltd, 251 Grays Inn Road, London, WC1X 8QT. If you have any complaint about the way in which personal data has been dealt with, please let us know by e-mail to UK@TETRAPYLON.com. We will investigate and respond to you as soon as we reasonably can. If you remain dissatisfied, you may complain to the Information Commissioner's Office. For further details, see www.ico.org.uk.

5. The Price of your client's trip

You will be notified at the time of booking of the price of your clients itinerary. What this price includes will be confirmed to you by us at the time of booking and set out in our booking confirmation. You may be required at the time of booking to pay us a non-refundable deposit, and the full price of a booking should be made at least 45 days prior to departure. In certain circumstances (depending on the nature of the booking) we will require a non-refundable deposit of the full price. On occasions, our suppliers require additional amounts up to full payment in advance (for example for event bookings or where there is limited availability). On these occasions we will require additional payment in advance. Unless you are making a late booking, the balance owing must be paid to us no later than 60 days before your date of departure. If we do not receive the balance by this time, then we will treat the booking as cancelled by you and you will be liable to pay our cancellation charges (see paragraph 8.3).

We accept cheques and bank transfers. There are no fees for any payment method.

Whilst you clients are in the destination or before departure you may, for example through our sales team, book other arrangements that do not form part of your contract with us and which are not included in the price of your programme, even though we may assist with arranging them. We reserve the right to pass on any charges levied on us from time to time by our suppliers in respect of any other arrangements made by us or a concierge on your behalf.

Our prices do not normally include:

- Visa fees, overseas airport departure charges payable locally, portorage, personal expenditure, hotel extras, fuel and extras for car hire.
- Taxes or compulsory charges introduced by governments, regulatory bodies or airlines after you have booked.
- Security charges introduced or increased after you have booked relating to transportation costs.
- Holiday insurance

8. Changes or Cancellation by You

8.1. Changes by You

(a) Transfers

Your clients may transfer their booking to any other person satisfying all the requirements relating to the programme if notified to us by you in writing at least seven days prior to the due date of departure. Your clients and the new traveller(s) are responsible for paying all costs we incur in making the transfer. We reserve the right to charge an administration fee as set out in (c) below for arranging the transfer and other costs or additional fees may also arise, which you will have to agree to pay before the transfer can be made. For example, many of our suppliers, particularly airlines, cruise companies and safari operators, do not permit us to change names or travel dates and impose full cancellation charges of up to 100%.

(b) Other changes

If you wish to make any other change to your booking at any time after our booking confirmation has been issued, we will try but cannot promise to meet your request. We require your authority in writing before we can make any change. If a change is requested in relation to a group booking we require the authority in writing from a senior member of your team before we can make the change.

(c) Administration fee

In each of the above circumstances, we reserve the right to levy an administration charge of £30 per person where your request is received by us 60 days or more prior to date of departure and £50 per person where the request is received less than 60 days prior to date of departure. This charge is non-refundable.

8.2. Cancellations

If your clients wish, following the issue to you by us of our booking confirmation, to cancel their booking or any part of it relating to any person (in the case of a group booking), we will require your authority in writing.

Our cancellation charges will apply (see the table 'cancellation charges' at paragraph 8.3 below). These are calculated with reference to the date on which we receive your authority in writing. We will not refund to you any deposits, administration charges, insurance premiums or any other fees or charges made by us and paid by you relating to the programme in the event of cancellation.

We incur costs from the time you make your booking and you agree that if you cancel your booking you will compensate us for our losses and

expenses, as per the table below. Our cancellation charges increase the nearer the cancellation is made to your departure.

We strongly recommend that your clients take out comprehensive insurance cover for cancellation adequate to cover the value of their holiday. If the reason for their cancellation is covered under the terms of their insurance policy, they may be able to reclaim these charges.

8.3. Cancellation charges

Number of days left before your due date of departure when your authority in writing is received by us. Cancellation charge (expressed as a percentage of the total price):

60 days or more Deposit only

59 - 43 days: 40%

42 - 29 days: 60%

28 - 7 days: 90%

6 days or less: 100%

9. If We Have to make Changes or Cancellations

9.1 Cancellation by Us

We reserve the right to cancel your booking. We will not cancel less than 8 weeks before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance or because the minimum number required for the package to go ahead hasn't been reached. Unavoidable and extraordinary circumstances mean a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. The minimum number required will be provided to you with the holiday description, along with the time limit for us to tell you if the package has to be cancelled.

If a booking is cancelled a credit note will be issued or the option to accept an alternative programme of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

9.2 Changes to the Price

We can change your holiday price after you've booked but only in certain circumstances:

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

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 and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

Should you decide to cancel: 1) you must do so within the time period shown on your final invoice 2) We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. 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.

9.3 Changes other than the price

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are

notified about it. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.

If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

10. Our Liability to You

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your client's travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: (i) you or another member of your party; or (ii) a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or (iii) unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

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

a) The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and

b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of

travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having the benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

You can ask for copies of the travel service contractual terms, or the international conventions, from us by writing to Tetrapylon, 251 Grays Inn Road, London, WC1X 8QT, United Kingdom. Some circumstances you have rights to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Details of the scenarios this might be relevant are available on the UK's Citizen's Advice website. However, reimbursement in such cases will not automatically entitle you to a refund of your client's 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 or any other service provider will be deducted.

If you have any special requirements (dietary or otherwise) you must inform us of these at the time of booking so that we can pass these onto our suppliers. We cannot guarantee that your requirements will be met, however, and we are not liable to you in the event that your wishes are not met.

NB this entire clause does not apply to any separate contracts that you may enter into for excursions or activities while on holiday.

11. Your Responsibility

(a) It is your responsibility to ensure that your clients and everyone travelling with them have valid passports, appropriate visas and vaccinations. Your specific passport and visa requirements, and other immigration requirements are their responsibility and they should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if your clients cannot travel because you have not complied with any passport, visa or immigration requirements. Some countries (particularly in Southern Africa) require your passport to have two blank pages for a visa stamp. If you have any doubts about the number of pages required, we advise erring on the side of caution, even if this means applying for a new passport.

(b) You are responsible for ensuring that any existing medical conditions or disabilities which may require assistance are declared to us before you book on behalf of your clients or, if newly diagnosed, before your due date of departure so that we can pass these details on to our suppliers in good time. We are not in any circumstances liable if any carrier refuses you or any member of your party as a passenger as a result of any medical condition or disability. Women 28 weeks or more into pregnancy at the time of return travel must have a doctor's certificate confirming that they are fit to travel (note airlines normally require certification at 32 weeks). We are not liable for any costs, delays or illness resulting from your failure to meet any requirements.

(c) Your clients are responsible for their behaviour and that of their party. We and our suppliers reserve the right to refuse your booking or the right to board or the right to travel and to remove any member of the party from any transport, accommodation or any part of their programme if any member of your clients party is drunk or under the influence of drink or drugs; if we reasonably believe that they are in unlawful possession of drugs; or are behaving violently, disruptively, dangerously or irresponsibly or in any manner whatsoever which presents a risk to themselves or others or is causing a nuisance or annoyance to others. No refund will be given, or compensation paid, and no costs or expenses for which they become liable or which are incurred by you or them will be made by us or be recoverable by you from us in such circumstances. They may also become the subject of police inquiry or security measures or investigation and liable in the event that any offence is committed to criminal prosecution and penalties whether in the UK or in any other country having jurisdiction in respect of the alleged activity. They must fully cooperate with and follow any safety procedures and instructions given by any organisation which is running the activities which they participate in. It is possible that such organisations will require them to sign waiver forms in respect of the activity being carried out.

12. Complaints

If your clients have a problem during their trip, they must inform our local team who will liaise with the relevant supplier whose service is involved (e.g. hotelier) and if they cannot be reached, please contact us on our 24-hour emergency number (+44 7388800051)), without undue delay, who will endeavour to put things right. If the problem cannot be resolved locally and you/they wish to complain, full details must be sent to us in writing to arrive within 28 days of their return giving booking reference and all other relevant information. Please keep your letter concise and to the point. Failure to follow the requirement to report the complaint whilst in the destination, will have been deprived us of the opportunity to investigate and rectify it whilst

your clients were on holiday and this may affect your rights under this booking.

Many of our trips take place in destinations where local conditions vary enormously, and the people we deal with on the ground may vary in their culture and approach and while we will do our best to ensure that the trip goes according to plan, we ask that those who travel with us do so with a spirit of adventure, in a positive frame of mind, and in good humour.

13. Additional assistance

If your clients are in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping. You may be levied with any costs we incur, if the difficulty is not our or our supplier's fault.

14. Insurance

Your clients must be fully insured for their trip and must make sure that all of the activities which will be carried out are covered by such insurance. This insurance must include adequate cancellation insurance to the value of their holiday, emergency evacuation and repatriation costs in respect of all of the activities. Please note that the travel insurance provided by some credit card providers often only offers the minimum coverage and, whoever their insurer, clients should always check for any exclusion of activities that they might be undertaking. In response to public concern, some insurers now offer specific insurance against cancellation, delay and abandonment due to volcanic ash disruption. This can be taken out as an add-on to some travel insurance policies or as stand-alone cover.

15. Excursions

Excursions or other tours that clients may choose to book or pay for whilst in the destination are not part of the programme provided by us. For any excursion or other tour that is booked, their 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.

16. Concierge Service

The booking may include a concierge service. Please note that any arrangements made by or booked through the concierge service do not form part of the contract with us. Our liability for the concierge is limited in accordance with clauses outlined above and the concierge's obligations under this contract will be limited to performing the concierge service with reasonable care and skill. Please note we accept no liability for any products, services or any other bookings made using the concierge service. We are not responsible for the provision of anything that the concierge arranges or for anything that happens during the course of such provision by the relevant provider.

17. Airlines outside the European Union

The EU maintains a list of airlines that are banned from operating in the EU due to safety concerns. It is available online at ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm. The UK will continue to adhere to these EU recommendations for the foreseeable future.

These airlines don't fly within the EU, but they do fly outside it e.g. internal flights in Nepal. If we offer you a holiday that includes a flight provided by one of these airlines we will tell you in advance so that you can decide whether to proceed with your booking. If you decide to proceed with your booking in the knowledge that the airline is on the list, our usual cancellation charges will apply if you later change your mind about travelling with that airline.

Important Information

This important information should be read in conjunction with our Booking Conditions and provides useful and important information on booking with us and about the various offers and additional

services we can provide. If you have any queries or questions about anything please call us on +44 20 8142 6099.

Meet and Assist Services at Overseas Airports

These services are offered where possible but do not form part of your contract with us and we or our suppliers are under no obligation to provide them. Where they are provided, please note the following important information.

- The Airport Representatives delivering our Arrivals and Departure Assistance Services have the necessary airport orientation, training and background checks to professionally deliver these services. They are required to display photographic airport issued identity cards and must observe and comply with relevant security procedures, rules, regulations, policies, regulatory obligations as applicable

Meet and Greet

- Our Representative will be available and in position at least 15 minutes before you arrive. You will be welcomed by a Representative holding your branded board and a luggage trolley (free of charge) direct from your vehicle at the terminal, off the train at the terminal or at check-in, as agreed between you and them
- If your clients cannot be located, our Representative will wait a minimum of one hour
- Our Representative will always maintain maximum discretion
- Our Representatives are not insured to carry passenger baggage, including cabin baggage and you agree not to ask them to do so. Porters can be pre-booked in advance of travel on your behalf (where available) at extra cost
- Departure Assistance Services may be amended, withdrawn or extended without notice
- There is no cash alternative to any or all of these Departure Assistance Services

Pre-booked Aircraft Seats

- We understand that for many clients airline seating is an important part of their trip organisation, so we endeavour to book seats for your flights wherever possible. When we have booked your flights, we will also endeavour to pre-book your seats. Please note this service is only available if we book your flights
- Unfortunately, there isn't one hard and fast airline rule, so it is subject to

availability once the seats open for selection. We will, of course, try to seat your clients and travel companion(s) next to each other

- Please note, as we have to follow airline policies we may have to issue your flights early so may require an additional deposit from you to be able to choose your seats. Bulkhead and exit row seats may also incur additional costs, so if you have any specific seat preferences, please do let us know so we can look into this for you
- Some airlines don't allow for seat selection until nearer the time of travel, but please do still let your sales and service consultant know as soon as possible if you have seat preferences so they can try to reserve your seats as per your preference as soon as they become available. If you have any frequent flyer memberships, please do also highlight this to your consultant or service team member as some memberships can open the seat maps earlier. For smaller airlines, seat selection is only available at check-in

4. Concierge

Our Concierge services are not available in every country we offer. During the enquiry process your consultant will tell you whether the service is available in the destination(s) you plan to visit.

6. Updates

Our Booking Conditions are updated from time to time. The Booking Conditions which will apply to your holiday are those on our website at the time of booking. There may be additional terms & conditions which apply to our special offers, promotions and discounts from time to time. These will be notified to you at the time of booking should you inform us that you would like to take advantage of them.

8. Brochure and Website Content

We take reasonable care to ensure the accuracy of the information contained in our brochures and on our website. However, content is subject to change, often due to the actions of our suppliers (e.g. airlines, hotels, activity providers, car hire companies etc). We will endeavour to notify you of any change known to us and affecting your holiday prior to issuing you with our booking confirmation and after that, as soon as we are notified by our Suppliers. We do not generally use linking or framing. We are not responsible for the content, policies and services of any sites linked to or accessible via our website.

