

BOOKING CONDITIONS

NORMAL BOOKING CONDITIONS (November 2019-2024)

Deposit payment

We require a deposit to confirm a booking. Where travel is within 90 days of booking full payment is required.

Confirmation of booking

Once a booking has been confirmed a confirmation invoice will be sent to you along with log on details for your account which contains additional tour information.

Final payment

We will contact you to pay your final invoice 17 weeks before departure. Payment of the balance is due no later than 90 days prior to departure.

Making payment

Deposit and full payment can be made by credit or debit card on the account area of our website.

Booking check-list – Please ensure you are aware of the following important issues before booking an Earth's Edge tour:

Travel Insurance

Insurance covering you for the activities on your itinerary is mandatory for all customers on all Earth's Edge tours. You must declare any pre-existing medical conditions to your insurers and ensure you receive written confirmation that any pre-existing medical conditions are fully insured. We advise you to obtain travel insurance as soon as you book, that will cover you for unforeseeable circumstances such as illness or injury that might result in you not being able to take part in your expedition.

Insurance Documentation

Details of your insurance policy must be submitted to us on the account area of our website. You are required to submit the name of your insurance company, policy number, expiry date and contact number for the insurance company.

Passports

All travellers must have passport valid for at least 6 months from the date the tour ends. It must also have at least two blank pages.

Visas

Travellers must obtain tourist/entry visas for the destination if required. We will supply information about obtaining a visa to you via the account area of our website.

Fitness and Ability

It is imperative for everyone's sake that you are fit and healthy and able to participate in all included elements of your chosen tour. Please ensure you have read the tour literature and you are fit enough to complete this tour.

Names

Airlines require full names (first and surnames) in order to issue flight tickets and may refuse boarding to any that do not exactly match up with the relevant passport. Please ensure that all names you supply to us are complete and correct (no nicknames or abbreviations) and as per your passport.

Land Only Bookings

If you make a booking without international flights on a 'land-only' basis, the Company does not accept any responsibility for any of the travel arrangements that you make in order to join the tour. The Company accepts no financial liability that may arise from any enforced change or cancellation of a tour howsoever caused. If, for whatever reason, you arrive after the agreed meeting time and date or the tour is delayed and you miss your onward international flight the Company does not accept any responsibility however we will do our best to assist you. You are advised to book transferable, refundable travel tickets with no penalties should a cancellation or change be necessary.

BOOKING CONDITIONS

PLEASE READ CAREFULLY:

Earth's Edge Ltd (hereinafter 'the company') a company registered in Ireland (company number 435435, Travel agents licence no. T.A. 0711) with its registered offices at Unit C28, Wicklow Enterprise Park, P.O. Box 8, The Murrough, Wicklow, Ireland accepts bookings subject to the following conditions:

1. YOUR HOLIDAY CONTRACT

The contract is between the Company and the client, being any person travelling or intending to travel on a tour operated by the Company. The contract, including all matters arising from it, is subject to Irish law and the exclusive jurisdiction of the Irish Courts. No employee of the Company other than a director has authority to vary or omit any of these terms or promise any discount or refund.

2. TO SECURE YOUR BOOKING

(Please refer to Section 16 Late Bookings)

To secure a booking the Company or their agent requires a completed booking form and the necessary deposit. (Full payment for travel within 90 days.) Clients booking will be deemed to have agreed to the following three conditions:

- a) they have read and accepted our Booking Conditions and general information pages, contained on our website, brochures and other related documents the company posted or emailed the client.
- b) they appreciate the risks involved in adventure travel.
- c) they do not suffer (or has ever suffered) from any pre-existing medical condition which may prevent them from actively participating in the tour.

A booking is accepted and becomes definite only from the date the Company receives your deposit payment. It is at this point that a contract between the Company and the client comes into existence. Before your booking is confirmed and a contract comes into force, the Company reserves the right to increase or decrease prices.

The Company or their agents reserve the right to decline any booking at their discretion.

Where our allocation of air seats, or train seats has been fully utilised or where it is not possible to offer an air seat from an allocation, we reserve the right to pass on any extra costs incurred.

3. PAYMENT FOR YOUR HOLIDAY

The balance of all monies due, including any surcharges applicable at that time, must be paid to the Company or their agent not later than 90 days before departure. In the case of non-payment of the balance by the due date, the Company reserves the right to cancel your booking and cancellation charges will apply. Any monies paid by you to a travel agent for tours operated by the Company, are held by the agent on the Company's behalf.

4. IF YOU CHANGE YOUR BOOKING

If a client is unable to travel, in certain circumstances which the Company considers reasonable, the booking may be transferred to another suitable person. However, the tour arrangements must remain the same and will only be allowed if all suppliers (eg. airlines, trains etc.) agree to accept the name change. If a transfer is allowed an administration charge of €60 will be made if the company is advised up to 90 days before departure or €100 per person if less than 90 days before departure, plus any extra charges levied by suppliers.

5. IF YOU CANCEL YOUR BOOKING

Should the client wish to cancel, cancellation charges will be imposed. These are calculated from the day written notification is received by the Company or their agent as a percentage of the total tour price, including surcharges, as shown below:

- a) 90 and more days before departure – retention or transfer of deposit. Deposits are non-refundable however, if you cancel more than 90 days before departure we will allow you to transfer your deposit to another international tour. You are only permitted to move your deposit once, should you cancel a second time your deposit will be retained.
- b) 56-89 days before departure – retention of deposit.
- c) 55-42 days before departure – retention of 30% of the total tour price
- d) 41-28 days before departure – retention of 60% of the total tour price
- e) 27-14 days before departure – retention of 90% of the total tour price
- f) Less than 14 days before departure – retention of 100% of the total tour price

6. IF YOU HAVE A COMPLAINT

Should the client have a complaint about any of the tour arrangements, the client must tell both the relevant supplier and the Company's representative at the time. It is only if the Company and the relevant supplier know about problems that there will be the opportunity to put things right. Failure to complain on the spot will result in the client's ability to claim compensation from the Company being extinguished or at least reduced.

7. PASSPORTS, VISAS AND VACCINATIONS

Clients are responsible for arranging and must be in possession of, a valid passport, entry visas and vaccination certificates required for the whole of their journey. Information about these matters or related items (climate, clothing, baggage, personal gear etc) is given in good faith but without responsibility on the part of the Company.

8. TRAVEL AND CANCELLATION INSURANCE

It is a condition of this contract that all clients are covered either by the travel insurance scheme arranged by the Company or covered by another travel insurance scheme which furnishes all clients with at least the same level of cover as that afforded by the travel scheme arranged by the Company. Clients together with their personal property including baggage

are at all times solely at their own risk. Clients are wholly responsible for arranging their own insurance. Clients are responsible for ensuring that they are in possession of private Travel Insurance with protection for the full duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with adequate cover. Clients making their own arrangements should ensure that there are no exclusion clauses limiting protection for the type of activities included in their tour.

9. CONSUMER PROTECTION

To ensure that you would be refunded and/or repatriated in the unlikely event of the Company's insolvency the company is licensed and bonded. It is licensed by the Irish Aviation Authority in Dublin. This ensures that monies paid to the Company are secure.

10. HOLIDAY PARTICIPATION

The company require all clients to obtain confirmation from a medical professional that you are fit to travel and participate in the tour by way of a medical declaration form supplied by the Company. You acknowledge and agree that concerning your medical welfare the Company has a duty to you and to the other participants and, as such, if the Company reasonably believes that you are not sufficiently fit to take part in the tour, the Company may decline or cancel the booking at any time at their complete discretion without refund or recompense if:

- i. any medical problem or disability is disclosed on the medical declaration form;
- ii. any medical problem or disability is disclosed after the medical declaration form is submitted but before the departure date;
- iii. any medical problem or disability is not disclosed; provided that in the Company's belief such medical problem or disability is likely to endanger your health and safety and/ or the health and safety of anyone else participating in the tour.

Clients agree to accept the authority and decisions of the Company's employees, tour leaders and agents whilst on tour with the Company. If in the opinion of any such person(s) or any other person in a position of authority (such as, for example, an airline pilot or hotel manager), the health, level of fitness or conduct of a client at any time before or during a tour is endangering or appears likely to endanger the health or well being of the client or any third party (including any other clients of the Company) or the safe, comfortable or happy progress of the tour, the client may be excluded from all or part of the tour without refund or recompense. Where a client is excluded, the Company will have no further responsibility towards them (including any return travel arrangements) and we will not meet any expenses or costs incurred as a result of the exclusion. In the case of ill health, the Company may make such arrangements as it sees fit and recover the costs thereof from the client. If a client commits an illegal act (including, for example, causing any damage) the client may be excluded from the tour and the Company shall cease to have responsibility to/for them as above. No refund will be given for any unused services. When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. You should ensure you have appropriate travel insurance to protect you if this situation arises. If you have any medical condition or disability which may affect your active participation in your tour or the tour arrangements of any other person or have any special requirements as a result of any medical condition or disability (including any which affect the booking process),

please tell us before you confirm your booking so that we can assist you in considering the suitability of the proposed tour and/or making the booking. In any event, you must give us full details at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your active participation in your tour or the tour arrangements of any other person develops after your booking has been confirmed.

11. SURCHARGES

We reserve the right to make changes to and correct errors in advertised prices at any time before your tour is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. Once the price of your chosen tour has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or in the exchange rates which have been used to calculate the cost of your tour. No surcharge will be imposed less than 20 days before the start of your tour and no refunds will be made during this period either. If variations occur before that time, we will absorb or retain a total amount up to the equivalent of the first 2% of your invoiced tour cost. For variations greater than 2%, we will still absorb the first 2% in the case of increases, but will not retain it from refunds. If we impose a surcharge which means paying more than 10% of your tour price, you will be entitled to cancel your tour with a full refund of all monies paid to us except for any premium paid for amendment charges or alternatively to purchase another tour from us as referred to in clause 12 "If we change your tour". You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase an alternative tour where applicable. If you do not do so, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the tour. Please note that tour arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your tour due to contractual and other protection in place.

12. IF WE CHANGE YOUR TOUR

While the Company will do its best to operate all tours as advertised, it reserves the right to change and correct errors in any of the facilities, services, prices or itineraries described in any brochure and/or on our website at any time before or after your booking is confirmed. Most changes are minor. Occasionally, we have to make a significant change. If a significant change has to be made, the Company will inform the client as soon as reasonably possible, if there is time before departure. For "Guaranteed Departures", we promise not to make any significant changes to the itinerary unless we are forced to do so by force majeure (see clause 14) or other factors outside our control such as flight cancellations. A significant change is a change made before departure which we can reasonably expect to have a major effect on your tour. Significant changes are likely to include the following changes when made before departure; a change of the outward or return international flight departure time to/from Ireland (where we have booked your international flight) or of the duration of your tour (excluding international flights) of 12 or more hours, a change of the departure airport, a major itinerary re-routing. Please note, a change of airline, any advertised mode of transport, named accommodation and flight time we have booked for you of less than 12 hours are not significant changes unless otherwise expressly stated. If advised of a significant change before departure the client will have the choice of accepting the changed arrangements (at additional cost if applicable),

purchasing another available international tour from the Company (paying or receiving a refund in respect of any difference in price) or cancelling the tour with a full refund of all monies paid to us. If we have to make a significant change before departure we will as a minimum, where compensation is due, pay you the compensation payments set out in the table below depending on the circumstances and when the significant change is notified to you or your travel agent subject to the following exception. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. Such circumstances are likely to include those listed in clause 14 "Force Majeure". No compensation will be payable and the above options will not be available where a change is a minor one. We regret we cannot meet any visa, vaccination or similar costs in the event of any change or cancellation by us. Similarly, as you are advised only to book fully flexible connecting transport and other arrangements (such as pre or post tour accommodation) which can be cancelled or changed without charge, we cannot pay any cancellation, amendment or other charges you may incur in relation to any arrangements which you have to change or cancel as a result of any change to your tour.

Period of notification given Compensation to you or your travel agent per person:

More than 42 days: Nil

41-28 days: €20

27-14 days: €30

13 days-date of travel: €40

Very rarely, we may be forced by "force majeure" (see clause 14) to change or terminate your tour after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

13. IF WE CANCEL YOUR TOUR

The Company reserves the right to cancel a tour in any circumstances but will not cancel a tour less than 8 weeks before the start of the tour except for force majeure (see clause 14), consolidation / cancellation of tours where minimum numbers have not been achieved or the client's failure to make all payments (including the final balance and any surcharge) when due. Please note, except for "Guaranteed Departures", our tours require a minimum number of participants to enable us to operate them. If any tour does not have the minimum number of participants required to make it commercially viable, we are entitled to cancel it. We will notify you or your travel agent of cancellation for this reason not less than 8 weeks before the start of your tour. For "Guaranteed Departures", we promise not to cancel your tour unless we are forced to do so by force majeure (see clause 14) or other factors outside our control such as flight cancellations. If we have to cancel, we will tell you as soon as possible. If there is time to do so before departure and the cancellation does not result from your failure to pay, we will offer you the choice of purchasing an alternative international tour offered as a result of consolidation or another available international tour from the Company (in either case, paying or receiving a refund in respect of any difference in price) or receiving a full refund of all monies paid to us excluding Annual Insurance premiums if applicable. We regret we cannot meet any visa, vaccination or similar costs in the event of any change or cancellation by us. Similarly, as you are advised only to book fully flexible transport and other arrangements which can be cancelled or changed without charge, we cannot pay any cancellation, amendment or other charges you may incur in relation to any transport or other arrangements which you

have to change or cancel as a result of the cancellation of your tour. In addition, we will as a minimum, where compensation is due, pay you the compensation set out in the table in clause 12 above depending on the circumstances and when the cancellation is notified to you or your travel agent subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care (such circumstances are likely to include those listed in clause 14 "Force Majeure") or (2) we have to cancel because the minimum number of participants necessary for us to operate your tour has not been reached (see above). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

14. FORCE MAJEURE

Except where otherwise expressly stated in these conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any injury, damage, loss or expense of any nature as a result of "force majeure". In these conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include whether actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, disease, fire and all similar events outside our control.

15. OUR RESPONSIBILITY FOR YOUR HOLIDAY

Clients bookings are accepted on the understanding that they appreciate the possible risks inherent in adventure travel and that they undertake the tours, treks or expeditions featured in our programme at their own volition.

(i) Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them and to do so with reasonable skill and care. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected to be found in the Republic of Ireland. The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.

(ii) Where the client does not suffer personal injury, the Company accepts liability should any part of the tour arrangements booked with the Company not be supplied as described on the website or any other company material. In such a case, the Company will pay reasonable compensation if the clients enjoyment of the tour arrangements has been adversely affected but will pay no compensation if there has been no fault on the part of the Company or its suppliers and the reason for the failure in the tour arrangements was the client's fault, the actions of someone unconnected with the tour arrangements or could not have been foreseen or avoided by the Company or its suppliers even if all due care was exercised.

(iii) For claims which involve death or personal injury as a result of an activity forming part of your holiday, we accept, and will only have, liability subject to paragraphs (iv) and (v) below should we or our suppliers fail to satisfy the obligations detailed in paragraph i) above. If we have liability, we will, subject to paragraphs (v) and (vi) below, pay you reasonable

compensation.

(iv) We have liability in accordance with paragraphs (ii) and (iii) above and subject to paragraphs (v) and (vi) below except where the cause of the failure to provide, or failure in, your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your holiday and is unforeseeable or unavoidable, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled.

(v) If any international convention applies to or governs any of the services or facilities included in your holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. If your baggage is lost, damaged or destroyed in any circumstance not subject to an international convention the maximum amount of compensation we will pay you will be €300. This sum will be assessed with reference particularly to your loss and the extent to which this has required you to purchase replacements.

(vi) You must, if we are adjudged to have, or if we accept, liability for a claim that you make, assign to us any rights that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of your holiday or any death or personal injury you may suffer. You must also cooperate with us in any claim we choose to bring against any third party which we, in our discretion, deem to be so responsible.

(vii) Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.

(viii) Where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation, then you are obliged to claim the appropriate sums pursuant to those regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions. If, for any reason, you do not claim against the carrier and make a claim for compensation from us, we will not consider your claim until such time as you have made a complete assignment to us of any rights you have against the carrier.

(ix) Should you choose to participate in any activities or tours that are not part of the Earth's Edge itinerary, you do so at your own risk.

(x) Should you choose to extend your stay and remain in the destination country after the Earth's Edge tour has finished you do so at your own risk. Earth's Edge do not provide 24/7 emergency support for clients extending and arranging their own travel plans.

16. LATE BOOKINGS

We emphasise the importance of making a booking at the earliest opportunity, because of the small group nature of our tours. For bookings received within 13 weeks of departure, we reserve the right to pass on any extra costs incurred. For bookings received within 13 weeks of departure, the Contract between the Company and the Client comes into existence once full payment has been made and received by Earth's Edge. For bookings received within 13 weeks of departure, it is not possible to include flights, and you will need to make your own arrangements to join the group for the start of the tour.

17. PHOTOGRAPHY

By agreeing to these booking conditions, you consent for photographs and/or video taken as part of the tour package and which you might feature in, to be used in, but not limited to, brochures, website material, social media for the purpose of publicity to help promote the company and the tour in question.

ISSUE DATE: November 2019.

Earth's Edge Ltd.

Registered Office: Unit C28, Wicklow Enterprise Park, P.O. Box 8, The Murrough, Wicklow, Ireland

BOOKING CONDITIONS AMENDMENT

These terms supersede our standard terms and conditions for bookings made between **06 November 2020 and 06 December 2021 only**.

What happens to my deposit if I cancel after booking?

If you cancel your trip before you have paid your final balance, you can transfer your booking and deposit to another trip at no extra cost.

What happens to my money if Earth's-Edge cancels my trip?

If we cancel your trip due to COVID-19, we will transfer your booking, previous deposit and any other monies paid to another trip or issue you with a credit note to the full value of monies paid to be used against a future trip anytime in the next 5 years.

Having paid a deposit, when is the final balance due?

The final balance due date will be 6 weeks before the departure date of your expedition.

Once I have paid the final balance, what happens to my money if I have to cancel my trip because I or someone in my household tests positive for COVID-19?

If this happens, even as late as the day before departure, we will transfer all of your money to another trip or issue you with a credit note to the full value of monies paid to be used against a future trip anytime in the next 5 years.

Once I have paid the final balance, what happens to my money if I have to cancel my trip for a reason other than COVID-19?

If you have to cancel a trip for a reason other than COVID-19, our normal booking conditions and cancellation charges will apply. If you have taken out Travel Insurance, it is likely you will be able to claim cancellation under the normal provisions of your policy.

What happens if Earth's Edge ceases trading?

Earth's Edge is a licensed and bonded tour operator (TA0711). Everything you pay to us is financially protected by the Irish Aviation Authority (IAA). In order to obtain our IAA license each year, we are put through a rigorous assessment of our financial performance and overall business conduct. In the unlikely event that we were to cease trading any payments, you make to us will be protected.

Earth's Edge Ltd.

Registered Office: Unit C28, Wicklow Enterprise Park, P.O. Box 8, The Murrough, Wicklow, Ireland.