

Booking Conditions

1. Contracts

A binding contract is only entered into when Last Frontiers Limited (Last Frontiers) has issued a Confirmation Invoice. This takes place after we have received a completed and signed Booking Form with payment of deposit.

2. Flights

If you have booked your flights with us we will inform you of any international flight details, intended airline operator and destination airport. We are not in a position to give aircraft types.

3. Payments

An initial non-refundable deposit of £300 per person is required together with the Booking Form. If booking less than 8 weeks prior to departure the full amount is payable. Any balance is due 8 weeks prior to departure. If the balance is not paid in time we reserve the right to cancel your holiday and apply the cancellation charges as set out below. Cheques should be made payable to Last Frontiers Limited. We also accept major credit and debit cards although we will impose a 2% surcharge for payment by credit card (except initial £300 Last Frontiers deposit). Payments made by you to a travel agent are at all times held by the travel agent on behalf of Last Frontiers.

4. Cancellations by you

4.1 You may cancel your holiday at any time, provided that the cancellation is confirmed in writing by the person signing the Booking Form. The following scale will apply to cover administration charges and pre-payments undertaken by us:

Period before departure	Charge as % of holiday price
More than 56 days	Loss of deposit
56-29 days	50%
Less than 29 days	100%

4.2 If airline tickets have been issued no refund on that part may be possible.

4.3 If you change your booking by transferring it to another person we will arrange for such a transfer provided that:

i) The reason you wish to transfer your booking is: personal illness or serious illness of a close member of your family, jury service, redundancy or unavoidable work commitments.

ii) You, or the transferee, pays any balance due before the transfer is authorised by us, and the transfer meets all the conditions of the holiday you booked.

iii) Your request for a transfer is sent to us in writing 28 days before departure together with full details of the transferee, documentary proof (as outlined in (i) above) and payment of a fee of £50 per booking to cover our administration costs.

iv) the transfer is subject to the payment of any additional charges for the airlines to amend the relevant tickets.

5. Cancellations by Last Frontiers

For group tours, if the required minimum number of passengers (as stated on each itinerary) is not reached we will, subject to 30 days warning, either cancel the departure, offer a full refund, or apply a supplement subject to passenger approval.

6. Alterations by you

We will do our best to make any alterations you may require after confirmation has been issued subject to the payment of any increased costs relevant to the change, and if less than 8 weeks prior to departure in addition a £50 charge will be levied together with any communications costs incurred.

7. Alterations by Last Frontiers

7.1 Occasionally we have to make changes (including changes of price) for reasons of flight cancellations, schedule changes, or 'force majeure'. This legal term means unusual and unforeseeable circumstances beyond our control, the consequences of which neither we nor our suppliers can avoid. Examples are war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, fire or adverse weather conditions.

7.2 If the alteration is significant (*see 7.3 below*) then we will notify you as soon as possible and offer you the choice of:

- (i) accepting the modification,
- (ii) changing the booking to an alternative holiday, or
- (iii) cancelling and receiving a full refund.

If the alternative is cheaper we will refund the difference, and if it is more expensive you will pay the difference to us. If there is a significant change within 8 weeks of departure for any reason other than those mentioned in paragraph 7.1 and you decide to cancel and receive a full refund then we will pay you reasonable compensation.

7.3 Significant alterations are change of flight time by more than 12 hours, changes in transportation cost, change of international airport (unless between airports that serve the same city), change of destination or a change to a lower standard of accommodation.

7.4 Your booking is accepted on the understanding that you realise that the tourism infrastructure in relation to both travel and accommodation may be substantially lower than you would expect in Europe or North America. As a consequence we do our best to make sure connections and transfers go smoothly but this may not always be possible due to flight cancellation, local political situations, weather, mechanical breakdown, or other unforeseen circumstances. No refunds will be given for services not utilised.

7.5 If there is a minor alteration (i.e. any change not included in 7.3 above) then we will try to notify you, though we are not obliged to do so, nor are we obliged to pay compensation.

7.6 As the travel arrangements that we arrange are for small numbers of passengers we can make no special arrangements if you are delayed at the outward or homeward points of departure.

8. Surcharges

If payment is made in full on booking, no surcharges will apply, otherwise surcharges may be applied in the event of: governmental action, exchange rates (as explained in the Surcharge section of the initial itinerary and quotations we send you), airport charges, UK tax increases, and fuel costs. Only amounts in excess of 2% will be passed on, and if this means paying more than an increase of 10% of the holiday price you will be entitled to cancel your booking and claim a full refund of all money paid, if cancellation is made within 7 days of the notification.

9. Liability

Should you or one of the persons included in your booking suffer death, personal injury or illness arising out of an activity forming part of your holiday arrangements we will accept responsibility unless there has been no fault on our part or our suppliers and the cause was your own or the relevant persons fault, or one which neither we nor our suppliers could have anticipated or avoided even with the exercise of all due care. However, where death or personal injury is suffered in the course of air, rail or sea travel and hotel accommodation we limit our liability to compensate you in accordance with the provisions of, respectively, the Warsaw Convention as amended by the Hague Protocol 1955, the 1961 Berne Convention, the 1974 Athens Convention and the 1962 Paris Convention. Where the cause of death or personal injury is the act or omission of our agents, suppliers or sub-contractors our acceptance of liability is subject to you assigning to us your rights against them and to your co-operation with us in any legal action we may wish to take against them. The maximum liability for any damages other than for personal injury or illness will be limited to the price paid for the tour.

10. Insurance

It is an essential condition of your booking a holiday that you take out adequate holiday insurance to our reasonable satisfaction. We will ask you to let us have evidence of the insurance prior to the commencement of the holiday and your holiday is subject to adequate insurance cover being in place before then.

11. Complaints

If you have any complaint you should make it known at the earliest opportunity to our local representative. If they are unable to resolve the problem to your satisfaction you should contact our head office. If at the end of your trip you feel that your complaint has not been properly dealt with you must first notify us in writing within 30 days of your scheduled date of return and we will do our best to resolve the problem. If it is not resolved to your satisfaction you may refer the matter to a court of law or call on the low-cost AITO Independent Dispute Settlement Service (details on request). Claims which exceed £1,500 per person or £7,500 per Booking Form or claims which apply principally or exclusively in respect of (or as a consequence of) illness or physical injury are not admissible for settlement under the service.

12. Holiday cost breakdown

The details of individual costs which make up the total quotations for client bookings are confidential between ourselves and our suppliers. We therefore cannot provide breakdowns of individual costs.

13. Bonding and Financial Protection

Last Frontiers holds an Air Travel Organiser's Licence (ATOL) granted by the Civil Aviation Authority. When you buy an ATOL protected air holiday package from us you will receive a Confirmation Invoice confirming your arrangements and your protection under our ATOL number 2793. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk. For travel booked in the UK that does not include a flight we insure our passengers with the AITO-approved insurance firm IPP (International Passenger Protection Limited). Our overseas clients should note that wherever we provide services solely in Latin America, such as internal transportation or ground arrangements, and without any international element related to the United Kingdom, we have no requirement on the part of the UK authorities to provide bonding for these services and such clients are advised to protect themselves with travel insurance.

14. Foreign Office Travel Advice

From time to time the British Foreign Office (www.fco.gov.uk) issues Travel Advisory Notices giving advice regarding travel to a particular destination, which you should consult. If the FCO advises against all travel we will probably have to cancel your holiday (we have to follow the advice of our insurers). If the FCO advises against non-essential travel we will not usually cancel your holiday, but will be happy to give our opinion of the possible risks involved. The decision to travel or not in this case will be yours, and our normal cancellation conditions will apply. You should also check your travel insurance to confirm how an FCO Travel Notice affects your policy, as this varies between insurers.

15. Risks

Some of our arrangements involve strenuous physical activity and can be in areas where there can be additional risks of disease and injury. All clients must be in good health and fully able to participate in any of the physical activities which may be needed for these particular arrangements. If a client has any doubts they should be raised with us as soon as possible so that we can advise on the suitability of taking any tour.

16. Behaviour

If you are participating in a small group tour you must comply with the instructions of the group leader in all matters related to the safety of the group. Your tour leader has the right to ask any person to withdraw from a tour if it is considered necessary for the well being or safety of that person or other members of the group.

17. Excursions

Any excursions which may be arranged on behalf of clients after the commencement of the holiday are not to be treated as forming part of the clients' holiday package.

18. Jurisdiction

All matters arising from your contract with us are governed by English Law and are subject to the exclusive jurisdiction of the English Courts.