

Think Galapagos Ltd

Registered in England. Company No. 5224319

Registered office: 34 Woodlands, Beverley, UK, HU178BX Tel: +44 1482 887 453

BOOKING CONDITIONS

The following booking conditions form the basis of your contract with Think Galapagos Ltd, registered number 5224319 and registered office 34 Woodlands, Beverley, HU178BX, UK. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to “holiday”, “expedition”, “booking” or “arrangements” mean such holiday arrangements unless otherwise stated. In these booking conditions, “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as the context requires. “We”, “us” and “our” means Think Galapagos Ltd. References to “departure” are to the start date of the arrangements we contract to provide.

The Package Travel and Linked Travel Arrangements Regulations 2018 will apply to your contract. For more information on your rights under these regulations please see the link <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>

1. Making your booking

Please contact us by telephone or e-mail to discuss your holiday plans. The person who makes the booking (“party leader”) must be authorised to do so on the basis of these booking conditions by all persons named on the booking (and by their parent or guardian for all party members who are under 18 when the booking is made). By making the booking, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us.

Subject to the availability of your chosen arrangements, we will confirm your holiday by issuing a confirmation invoice. This invoice will be sent to the party leader. Where you book through our website, any electronic acknowledgement of your booking is not a confirmation of it. Please check this confirmation and any other information and documents carefully as soon as you receive them. Contact us immediately if any information which appears on the confirmation or any other document or elsewhere appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within 10 days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

You may contact us by e-mail for any of the reasons mentioned in these booking conditions. However, if you don’t get a response to an e-mail within a reasonable time, please check to ensure we have received it.

2. Payment

In order to confirm your chosen holiday, the applicable deposit (see individual trip details for the amount) or full payment (if booking on or after the date full payment is required for your holiday) must be paid at the time of booking. Payment can be made by credit / debit card, electronic bank transfer through your online banking or cheque payable to Think Galapagos Ltd.

The full holiday cost (less any previously paid deposit) must be received by us by the applicable balance due date at latest. This will usually be 10 weeks prior to departure but may be earlier depending on the payment terms of the supplier(s) concerned. The balance due date will be shown on the confirmation invoice.

Reminders are not sent. It is possible that you may be required to pay part of the holiday cost between booking and balance due date or to pay the full balance sooner than the original balance due date where a supplier requires this (including where a supplier changes its payment terms). If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to treat your booking as cancelled by you. In this case, we will be entitled to keep all payments paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges referred to in clause 7 depending on the date we reasonably treat your booking as cancelled.

3. Your contract

A binding contract between us comes into existence when we issue our confirmation invoice to the party leader.

4. The cost of your holiday

Please note, the price of arrangements may change and errors may occasionally occur. You must therefore confirm the cost of your chosen holiday at the time of booking.

We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday 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. Covid-19 and the measures taken by governments, public authorities and businesses to manage its effects (such as social distancing) is likely to have a significant effect on the price of holiday arrangements for a considerable period of time. Such measures may be introduced or changed with little or no prior notice.

Once the price of your chosen holiday has been confirmed at the time of booking, we will only increase or decrease the price in the following circumstances. Price increases after booking will be passed on by way of a surcharge. A surcharge will be payable, subject to the conditions set out in this clause, if our costs increase as a direct consequence of a change in (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources or (ii) the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or (iii) the exchange rates relevant to the package.

You will also be entitled to a price reduction where there is a decrease in our costs as a result of a decrease in the costs referred to in this paragraph which occurs between confirmation of your booking and the start of your holiday.

If any surcharge is greater than 8% of the total holiday cost, clause 9 will apply on the basis the surcharge is a significant change. You will be notified of any price increase or reduction applied in accordance with this clause together with the justification for and calculation of this not less than 20 days before departure. Where a reduction is applicable, we are entitled to deduct our administrative expenses from the refund. Any surcharge must be paid with the balance of the holiday cost or within 14 days of the issue date printed on the invoice, whichever is the later.

Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

5. Special requests and medical conditions / disabilities/ reduced mobility

If you have any special request, please advise us at the time of booking. We will pass requests on to the relevant supplier but regret we cannot guarantee any request will be met unless and until specifically confirmed by us in writing (where it is possible for us to do so).

Our holidays may not be suitable for people with certain disabilities, medical conditions or significantly reduced mobility. Before you make your booking, we will advise you as to whether the proposed holiday arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.

If you suffer from any medical condition, disability or significant reduction in mobility which may affect your holiday (including any which affect the booking process) or have any special requirements as a result, please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in your condition, disability or mobility occurs. You must also promptly advise us if any medical condition, disability or reduced mobility which may affect your holiday develops after your booking has been confirmed.

6. Changes by you

Should you wish to make any changes to your confirmed holiday, please notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where minor changes can be made, there will generally be no charge for doing so. If a more significant change is requested which we are able to arrange, we reserve the right to apply an administration charge if appropriate to cover our costs and to pass on any costs or charges incurred or imposed by any of our suppliers. Changes may result in the re-calculation of the holiday price where, for example, the basis on which the price of the original holiday was calculated has changed.

You may transfer your booking or your place on the booking to someone else (introduced by you) without payment of our cancellation charges providing the request for the transfer is made in writing not less than 7 days before departure. The person(s) to whom you wish to make the transfer must also satisfy all conditions which form part of your contract with us. Requests for transfer must be accompanied by the name and other applicable details of the replacement person(s). Where a transfer to a person of your choice can be made, all costs and charges incurred or imposed by any of our suppliers, together with the applicable administration charge, must be paid before the transfer can be effected.

As certain arrangements (such as flights) cannot be changed after a reservation has been made, name changes, other alterations and cancellation affecting these services are likely to incur a 100% cancellation charge and the applicable cost of rebooking the service. The rebooking will always be subject to flight availability and to the payment of the full cost of the new ticket.

7. Cancellation by you

You may cancel your confirmed booking at any time before departure. You may also transfer your booking as referred to in clause 6. If you want to cancel your booking after we have confirmed it, you must do so by e-mail or by posting or hand delivering written notice of cancellation to us. Your notice of cancellation will only be effective when it is received in writing by us at our offices. You will be required to pay the applicable cancellation charges. These charges will usually be those set out below but may sometimes be higher to reflect our suppliers' cancellation charges. You will be advised at the time of booking where this is the case. In calculating these cancellation charges, we have taken account of possible cost savings, including the refund of airline passenger duty where applicable, and the generation of income from other bookings which may be able to utilise cancelled services to the extent this is likely to be achievable. Cancellation charges are calculated on the basis of the total cost payable by the person(s) cancelling, excluding insurance premiums and any amendment charges (which are not refundable in the event of cancellation).

Period before departure within which written notification of cancellation is received by us	Cancellation charge per person cancelling
90 days or longer	Deposit
35 to 89 days	50%
Less than 35 days (including after departure)	100%

No refunds or credit can be given in respect of any unused services which form part of your holiday.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) from your travel insurer. Claims must be made directly to the insurance company concerned.

Where any cancellation reduces the number of persons travelling on the booking below the number on which the agreed price was based or otherwise affects the calculation of the price (for example, where only one

person will as a result be occupying a twin / double room), we will recalculate the price payable by the remaining party members and re-invoice you accordingly.

8. Insurance

It is a condition of our acceptance of your booking that you obtain appropriate travel insurance. This insurance must include cover for (i) cancellation or curtailment of your holiday as a result of circumstances outside your control (including accident or illness and inability to travel for other reasons), (ii) personal accident, (iii) personal liability, (iv) medical expenses and repatriation in the event of medical need (v) cover for costs and liability arising from any specific activity you intend to participate in. Please note, it is your sole responsibility to ensure that the travel insurance you purchase meets these requirements and is suitable for your particular needs, including without limitation, in respect of any pre-existing medical condition (which must be disclosed to the insurer prior to purchasing the policy).

Please be aware that any advice against non-essential international travel (including as a result of the coronavirus pandemic) issued by the UK Foreign, Commonwealth and Development Office (or equivalent authorities outside the UK for citizens of those countries) may have an impact on your travel insurance. You must check the policy terms prior to purchasing your insurance.

Please read your policy details carefully and take them with you on holiday.

9. Changes and cancellation by us

(1) Changes to confirmed bookings sometimes have to be made and we reserve the right to do so in accordance with this clause 9. Most changes will be insignificant and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirement which we have accepted as referred to in clause 5. Where we have to do so, clauses 9(5) and 9(6) will apply.

(2) All alterations which are not significant in accordance with clause 9(1) will be treated as insignificant changes. Carriers such as airlines may be subject to change. Any such change will not be significant. A change of flight time of less than 12 hours, airline, departure airport between London airports (Gatwick, Heathrow, Luton, Stanstead or London City), type of aircraft (if advised), destination airport or accommodation to another of a similar standard and with similar facilities will also all be treated as insignificant changes. Please note, your yacht will only be changed to one of a lower standard where necessary as a result of unavoidable and extraordinary circumstances (see clause 10).

(3) Please bear in mind that Covid-19 and the measures and other action being taken by governments, public authorities and businesses to manage its effects (including implementation of mandatory social distancing, face masks/coverings, hand sanitization and temperature checks) is likely to have an impact on holiday arrangements for a considerable period of time. We may, for example, be unable to provide certain advertised services or facilities as a result. Such measures / action may be introduced or changed with little or no prior notice. Greater flexibility is therefore likely to be required for the foreseeable future which we would ask you to bear in mind at all times, both before and after departure. Any impact which such measures / action has on your holiday will not constitute a significant alteration to your contracted arrangements and will not entitle you to cancel without payment of the applicable cancellation charges as a result.

(4) All group holidays require a minimum number of bookings to enable us to operate them and we reserve the right to cancel any such holiday where this minimum number is not achieved. You will be advised before your booking is accepted of the minimum number applicable to your holiday. Failure to achieve this minimum number does not, however, oblige us to cancel. We will notify you of cancellation for this reason not later than 56 (90) days before departure.

(5) In the event we have to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration and any impact this has on the price; (ii) in the event that you do not wish to accept the alteration, details of any alternative holiday arrangements we are able to offer (including the applicable price); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to

accept the alteration or any alternative holiday arrangements offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so.

(6) If you choose to cancel your booking in accordance with clause 9(5), we will refund all payments you have made to us within 14 days of the date the cancellation takes effect and terminates your contract (which is usually the date we send you a cancellation invoice following receipt of your written cancellation notification). If we don't hear from you with your decision within the specified period (having provided you with the above mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of the effective date of cancellation as above. No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see clause 10).

(7) Occasionally, it may be necessary to cancel a confirmed booking. We have the right to terminate your contract in the event (i) we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances (see clause 10) and we notify you of this as soon as reasonably possible or (ii) (where applicable) we have to cancel because the minimum number of bookings necessary for us to operate your group holiday has not been achieved and we notify you of cancellation for this reason as referred to in clause 9(4). Where we have to cancel your booking in these circumstances, we will refund all monies you have paid to us within 14 days of the effective date of cancellation (see clause 9(6)) but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred as a result. We will of course endeavour to offer you alternative holiday arrangements where possible which you may choose to book (at the applicable price) in place of those cancelled. We also have the right to cancel if you fail to make payment in accordance with the terms of your contract in which case clause 7 will apply.

(8) Please note, a full refund entitlement only arises where we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances in accordance with clause 9(7) and we exercise our right to cancel as a result. Without limitation, you will not be entitled to a full refund and cancellation charges are likely to apply where such circumstances affect your ability to travel on your holiday rather than our ability to perform or provide the contracted arrangements. This may be the case, for example, where measures applied by the UK or any other government or public authorities (such as locally applicable restrictions) mean you are unable to leave your home/local area and/or travel to or gain entry into the country(ies) where your holiday is due to take place. The issue of advice or recommendations against travel by public authorities (such as the UK Foreign, Commonwealth and Development Office) does not automatically mean we are prevented from performing your holiday arrangements but may instead affect your ability to travel. Any obligation to quarantine or self-isolate before departure or on your return to your country of residence does not affect our ability to provide your holiday and will not entitle you to cancel without paying our usual cancellation charges.

(9) In the event that unavoidable and extraordinary circumstances (see clause 10) occur in the place of destination of your holiday or its immediate vicinity and significantly affect the performance of the contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of cancellation charges and receive a full refund of all monies you have paid to us (except for any previously incurred cancellation or amendment charges). Where applicable, you must notify us of your wish to cancel for this reason in writing. Providing we are in agreement that you are entitled to do so in accordance with this clause, we will send you a cancellation invoice to confirm the cancellation. Any refund then due will be paid in accordance with clause 9(6) above. We will notify you as soon as practicable should this situation occur. You will not be entitled to any compensation.

10. Unavoidable and extraordinary circumstances

Except where otherwise expressly stated in these booking 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 damage, loss or expense of any nature as a result of, unavoidable and extraordinary circumstances. In these booking conditions, unavoidable and extraordinary circumstances means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural disaster, adverse weather conditions, fire, flood, closure, restriction or congestion of airports, other transport hubs or airspace, flight restrictions imposed by any regulatory authority or other third party and volcanic activity. Unavoidable and extraordinary circumstances also include the Covid-19 pandemic (and any other pandemic) and its impact such as travel restrictions and the measures and other action being taken by governments,

public authorities and businesses to control and manage its effects (such as the implementation of social distancing).

Unavoidable and extraordinary circumstances may also include the UK Foreign, Commonwealth and Development Office advising against all travel or all but essential travel to any country, region or destination depending on the circumstances and what we agree at the time of booking.

11. Our Liability to you

(1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a direct result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (for example, loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from any of the following: -

- the act(s) and/or omission(s) of the person(s) affected; or

- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or

- unavoidable or extraordinary circumstances as defined in clause 10 above

(3) We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which any supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion or activities you purchase during your holiday. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract, and the laws and applicable standards of the country in which your claim occurred, will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which give rise to the claim were provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim concerns the absence of a safety feature which might lead a reasonable holidaymaker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 11(1). We do not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(5) Except as set out in clause 11(6) or as otherwise permitted by English law, we do not limit the amount of damages you are entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the total holiday cost (excluding any insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total, unless a lower limitation applies to your claim under clause 11(6). This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Where any claim concerns or is based on any travel arrangements (including without limitation, the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies where we have arranged that travel as part of our contract,

our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which damages / compensation will be payable) will be limited as if we were the carrier in question as referred to in this clause 11(6). The most we will have to pay you for that claim if we are found liable to you on any basis is the most the carrier concerned would have to pay you under the international convention or EU regulation which applies to the travel arrangements in question. Such conventions and regulations include the Warsaw Convention as amended or unamended and the Montreal Convention 1999 for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, EC Regulation 392/2009 on the liability of carriers of passengers by sea in the event of accidents and the Athens Convention relating to the carriage of passengers and their luggage by sea 1974 for international travel by sea (as amended by the 2002 protocol), the Convention on Limitation of Liability for Maritime Claims as amended by the 1996 protocol and the Convention of 1980 concerning International Carriage by Rail (COTIF) as amended. Where a carrier would not be obliged to make any payment to you under the applicable international convention or EU regulation (including where any claim is not notified and issued in accordance with the stipulated time limits), we, similarly, are not obliged to make a payment to you for that claim. When making any payment, we will deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and EU regulations are available from us on request. Please note that strict time limits apply for notifying loss, damage or delay of luggage to the airline or ferry / cruise operator. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable convention or EU regulation.

(7) We cannot accept any liability for any damage, loss, expense or other sum(s) of any nature or description which (a) on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (b) did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers or (c) relates to any business (including without limitation, loss of self-employed earnings).

12. Complaints and claims procedure

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away or may have a basis for making a claim in respect of any aspect of your holiday arrangements, you must immediately inform your expedition leader or guide and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to your expedition leader or guide and the supplier as soon as possible. If you are not at the time accompanied by an expedition leader or guide and any complaint or problem is not resolved to your satisfaction by the supplier, you must contact us in the UK using the contact details we have provided you with during your holiday, giving us full details and a contact number. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of the end of your holiday giving your booking reference and full details of your complaint or claim. Only the party leader should write to us.

If you fail to follow the simple procedure set out in this clause, we are unlikely to be in a position to properly investigate the matter and may have been deprived of the opportunity to remedy it during your holiday. Subject to clause 11(5), your right to claim any compensation or other sums you may otherwise have been entitled to may be affected or even lost as a result.

We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below.

We both also agree that any claim (and whether or not involving any personal injury) must be dealt with by the courts of England and Wales only unless, in the case of court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

13. Assistance whilst you are on holiday

In the event you end up in difficulty (of any sort) during your holiday, we will provide you with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. Where you are in difficulty as a result of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.

14. Authority of your expedition leader or guide, damage and behaviour

Your expedition leader or guide has the authority to make such decisions as he / she considers appropriate in the circumstances in the interests of the safety, health, wellbeing or enjoyment of the entire group or individual group members. Such decisions may result in changes to the planned itinerary. It is a condition of our contract that you acknowledge and accept this authority.

You accept responsibility for any damage or loss you cause during your holiday. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to cease all use of the contracted holiday services. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses, costs or loss incurred as a result of the termination

15. Conditions of suppliers.

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions or EU regulations (see clause 11(4)). Copies of the relevant parts of these terms and conditions and of the international conventions are available on request from ourselves or the supplier concerned.

16. Passports, visas and health requirements

The passport and visa requirements applicable to the holidays we offer will be advised at the time of booking. You must check entry and other official requirements for all countries to or through which you are travelling as well as any requirements applicable on your return to your home country, at the time of booking and in good time before and close to departure. Requirements are likely to change and travel restrictions may be imposed (which could be at no or very short notice prior to departure) as a result of the Covid-19 situation. You must also keep up to date with this information while you are away.

A British passport would usually take approximately 3 to 6 weeks to obtain but it is currently (January 2021) taking longer. If any member of your party (who is a British citizen) is 16 or over and hasn't got or previously held a British passport, even more time needs to be allowed as the UK Passport Service has to confirm your identity before issuing your first passport. If any person on the booking is not a British citizen or holds a non-British passport, you must check the applicable passport and visa requirements with the embassy or consulate of the country(ies) to or through which you are intending to travel. Please ensure that you check the latest position on applying for or renewing a passport at the earliest opportunity.

Details of any compulsory health requirements applicable to your holiday are shown will be provided at the time of booking. It is your responsibility to ensure you obtain details of and comply with all recommended and required vaccinations, health precautions and other health related measures (including those which are introduced to deal with Covid-19) in good time before departure. You must also keep up to date with the latest information in respect of Covid-19. Details are available from your GP surgery, local travel clinic and the

National Travel Health Network and Centre <http://travelhealthpro.org.uk/>. Information on health abroad is also available on www.nhs.uk/Live-well/healthy-body/before-you-travel.

Vaccination and other health requirements/recommendations are subject to change at any time for any destination, including at short or no notice. Please therefore check with a doctor or clinic or other reliable source of information not less than 6 weeks prior to departure and also closer to departure to ensure that you are aware of and can meet the necessary requirements and have the latest information. Please be aware that there may be enhanced screening/monitoring at exit and entry points both in the UK and overseas. You may be required to self-isolate or quarantine for a fixed period on arrival overseas and/or on your return to your country of residence, possibly in a designated facility. Any such requirement may be introduced or changed at very short notice.

It is the responsibility of the person who makes the booking to ensure that all persons travelling are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to obtain and carry all required documentation or to otherwise comply with all applicable requirements (including health/Covid-19 related ones). If failure to have any necessary travel or other documents results in fines, surcharges, other financial penalty, costs or expenses being incurred by us, you will be responsible for reimbursing us accordingly. If you are unable to travel as a result of failure or inability to comply with any health related or other requirements, cancellation charges will apply as referred to in clause 7.

17. Foreign Office Advice

The UK Foreign Commonwealth and Development Office publishes regularly updated travel information which is relevant to your holiday on its website www.gov.uk/foreign-travel-advice and <https://travelaware.campaign.gov.uk> which you are strongly recommended to consult before booking as well as close to and in good time before departure. Up to date UK border control measures are available at www.gov.uk/uk-border-control

18. Your Financial Protection

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 10266). All flights and flight inclusive holidays we offer are financially protected by the ATOL scheme. When you buy an ATOL protected flight or flight inclusive package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong."

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

The Civil Aviation Authority can be contacted at Gatwick Airport South, West Sussex, RH6 0YR, UK tel +44 (0)333 103 6350 e-mail claims@caa.co.uk www.caa.co.uk

In the event of our insolvency we, or any appointed insolvency practitioner, may disclose your personal information to the CAA so that they can assess the status of your booking and advise you on the appropriate

course of action under any scheme of financial protection. The CAA's General Privacy Notice can be found at www.caa.co.uk/Our-work/About-us/General-privacy-notice/

You can access the The Package Travel and Linked Travel Arrangements Regulations 2018 at <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>

Think Galapagos Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations" all passengers booking with Think Galapagos Ltd are fully protected for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. Your money is fully protected and paid into an independent Trust Account, managed by Protected Trust Services Ltd of 307-315 Holdenhurst Rd, Boscombe, Bournemouth BH8 8BX and its Trustees, chartered accountants - Elman Wall Ltd of 8th Floor, Becket House, 36 Old Jewry, London EC2R 8DD.

19. Website / advertising material accuracy

The information appearing on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

20. Safety standards

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

21. Covid-19 and contagious or infectious disease

If you are unwell with any of the following: a high temperature, new continuous cough or a loss of, or change in, your normal sense of taste or smell (anosmia), you must self-isolate and follow the guidance issued by Public Health England / the UK Government / your own government or public health authority. Cancellation charges will apply if you are unable to travel as set out in clause 7 as a result. If you become unwell during your holiday, you must follow the guidance provided locally and by the UK Government. You must have insurance to cover you in the event that you have to cancel, curtail or remain abroad for any reason connected with Covid-19 or any other contagious or infectious disease.

