

CONDITIONS//TERMS & CONDITIONS//TERMS & CONDITIONS//TERMS &

Topdeck's Details	Top Deck Tours Ltd, company number 04905253, 109 Power Road, London, W4 5PY, UK			
Locally Operated Trips	We sell Australian trips as agent for Top Deck Tours Pty Ltd, ABN 30 107 934, 275 Grey Street, South Brisbane QLD 4101 Australia. We sell New Zealand trips as agent for Top Deck Tours Ltd (1437802) (NZBN: 9429035683759) Registered NZ Limited Company.			
Deposit	£60 per person, payable at the time of booking.			
Rolling Deposit	If you cancel more than six weeks prior to departure you may request in writing that we provide you with a rolling deposit voucher for a future trip. The voucher must be redeemed within two years from the date of first cancellation. The voucher can be transferred to a friend but cannot be transferred a second time. One voucher per person per trip. If you cancel within six weeks of departure you will forfeit your deposit and you will need to pay our applicable cancellation fee.			
Change and Cancellation Fees	Days before departure	Change and Cancellation Fee (% of trip price)	Pre/post accommodation	Pick ups/transfers
	Over 60	Nil (changes)	Nil	Nil
		Deposit (cancellations)		
	59-29	40%	40%	Nil
	28-14	60%	60%	Nil
	13-7	80%	100%	100%
	6-3	90%	100%	100%
	2-0	100%	100%	100%
Flight Change and Cancellation Fee	Any airline charges + fare & tax difference (which could be up to the full value of the ticket).			
Consumer Protection	We are a member of ABTA (L8291/Y2992) and are bonded to provide for your financial protection in the event of our insolvency. Any package which includes a flight as part of the package is protected by our ATOL: 11033. More information in relation to the financial protection of your booking can be viewed at: topdeck.travel/legal/financial-protection . Your trip is a "package" within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018 ("Package Travel Regulations"). Therefore, you will benefit from all EU rights applying to packages. We, or, if applicable, the Local Operator, will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, there is protection in place to refund your payments and to ensure your repatriation in the event that we become insolvent. More information on key rights under the Package Travel Regulations can be viewed at: topdeck.travel/legal/package-travel-rights .			
Governing law and jurisdiction	These booking conditions are governed by the laws of England. Any dispute in relation to these booking conditions shall be subject to the exclusive jurisdiction of the courts of England.			
Brochure Validity Date	Prices quoted in our brochures are calculated on costs and exchange rates at 20 January 2020. These prices may increase or decrease. We may alter prices and other particulars (including these Booking Conditions) in our brochures and on our website at any time. When you make a booking we will provide you with up to date prices and a link to our current Booking Conditions (please see topdeck.travel/terms-and-conditions).			

Your contract will be with us as tour operator, unless you have booked a Locally Operated Trip, in which case your contract for tour services will be with the relevant Local Operator specified in the reference table above and will be subject to that Local Operator's terms and conditions, in addition to the booking conditions set out below. For any Locally Operated Trip, the Local Operator will also be identified on your itinerary or travel documents and their respective terms and conditions will be available directly on their websites or by contacting them. Should we book a flight on your behalf it will be subject to the conditions of the respective airline, including but not limited to deposit/full payment and cancellation terms.

Please read all booking conditions carefully. You must not make any booking unless you understand and agree with these booking conditions and any additional terms and conditions as indicated above and/or at the time of booking.

Our trips are designed strictly for young people between the ages of 18 to 39 years (with the exception of Gap Year trips, which are restricted to people between the ages of 17 to 20 years).

Bookings can be made through your local travel agent or directly with us and must be secured with a deposit of the amount shown above. A contract between you and us (or between you and the relevant Local Operator) will exist as soon as: (i) we issue an invoice in response to your request for a booking; and (ii) your deposit is paid to us or your travel agent. If your booking is made through a travel agent, we will address all correspondence to that agent.

PRICE & PAYMENT

The deposit is non-refundable unless we cancel your trip. The balance of your trip must be paid no later than 60 days prior to your trip departure date. If you do not pay within this period we may cancel your booking and your deposit will be forfeited. Full payment is required if you make a booking within 60 days of the departure date. If your booking is a special offer we may require full payment (including any pre and post accommodation and sundry service charges) by such earlier time as specified in the offer.

Offered discounts are subject to availability and may be withdrawn at any time without notice. All discounts apply to the trip price only and do not apply to any flights, visitor taxes, adventure passes, short breaks, stopovers, day trips, ski trips, gap year trips, pre & post accommodation or transfers. Only two applicable and valid discounts can be combined to a maximum discount of 15% off the trip price (note: for Asia trips, only two applicable and valid discounts can be combined to a maximum discount of 10% off the trip price).

After you have booked, changes to (i) the price of fuel; (ii) the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and (iii) exchange rates, mean that the price of your trip may change. There will be no change within 20 days of your departure. We will absorb any increase equivalent to 2% of the price of your trip. However, we may charge you for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your trip, you will have the option of accepting a change to another trip (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. Should the price of your trip 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 trips arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your trip due to contractual and other protection in place.

TRAVEL DOCUMENTS

Please ensure you carefully read your invoice, tickets and all other eDocs and documents we send to you as soon as you receive them and contact us or your travel agent immediately if any information appears to be incorrect. We will not accept any liability if you fail to notify us of any inaccuracy in any document within 14 days of us sending them to you or the travel agent. You are responsible for ensuring that you have the correct and valid travel documents including passports, visas and vaccination certificates. We strongly recommend that you verify current documentation requirements with your travel agent or us. Please note requirements change and you must check with your consulate for the most up to date information, including but not limited to visa requirements for the countries visited on your trip. Passports must have an expiry date of at least six months after completion of the trip.

IF YOU CHANGE OR CANCEL YOUR BOOKING

If you want to change or cancel any aspect of your booking including but not limited to a change to a trip of shorter duration or different departure date you must notify us in writing. We will do our best to accommodate your requested change, but it may not always be possible. We will not charge a fee for changes requested more than 60 days before departure except where we incur a cost from a supplier, in which case we will advise you of the relevant fee. All change/cancellation fees must be paid within seven days of the invoice date or on the date of departure, whichever is the sooner. Activities that are pre-purchased prior to travel can be cancelled up to 21 days prior to departure date. Any cancellations after 21 days a 100% cancellation penalty applies. You may make a request to transfer your booking to another person who satisfies all the conditions applicable to the trip. A transfer request must be made in writing not less than 7 days prior to departure and must include proof of acceptance of the transfer by the new traveller. Both you and the new traveller will remain jointly liable and responsible for any applicable travel service provider's charges (such as booked airfares, train tickets, specifically allocated accommodation and non-refundable Local Operator charges). Please note that some third party travel service providers may refuse such requests and treat the transfer as a cancellation and rebooking.

CANCELLATION OR MODIFICATION BY US

Every effort will be made to operate all trips as advertised but it must be remembered that our trips are planned up to eighteen months in advance. In the event of unavoidable and extraordinary circumstances we may be required to cancel or materially modify your trip. In these booking conditions "unavoidable and extraordinary circumstances" means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken (including, but not limited to, war, threat of war, riot, civil disturbances, industrial dispute, terrorist activity and its consequences, natural or other disaster (such as volcanic ash or hurricanes), nuclear incident, fire, adverse weather conditions (actual or threatened, including snow and fog), closed or congested airports or ports, unavoidable technical problems with transport, unforeseen alterations to public transport schedules, changes to immigration, labour and free-movement laws resulting from BREXIT, rescheduling of aircraft or boats and similar events). If this happens we will offer you a refund of all money paid or, if available, alternative travel arrangements of comparable standard (we will refund any price difference if the alternative is of a lower value). A material modification is one that has a serious impact on your trip and includes

a change of departure date, departure point or airport, or change of departure time of more than twelve hours, which would cause substantial inconvenience to you.

A change of accommodation, or transport method/style is not a material modification. We may alter or substitute the type or size of vehicle, or method/style of transport mentioned in the brochure, depending on the number of passengers carried, which can vary from trip to trip. In certain countries there are strict laws governing drivers' hours and this may necessitate utilising public transport in some cities.

All our trips require a minimum number of 15 passengers. If insufficient bookings have been made as at 42 days prior to departure, we may (in our absolute discretion) cancel the scheduled trip, whereupon all money paid by you for your trip will be refunded and no further compensation will be paid.

OUR LIABILITY TO YOU FOR TOPDECK OPERATED TRIPS

If the trip does not materially comply with the description in the brochure, we may compensate you to a maximum value equal to three times the price of the trip. We will only be liable to pay the maximum amount of compensation where there has been a total failure of consideration for your payment.

We will not be liable where any failure in the performance or provision of your trip is due to: (i) your acts or omissions or the acts or omissions of another member in your group; (ii) any third party not connected with the provision of your travel arrangements and where that failure is unforeseeable or unavoidable; or (iii) unavoidable and extraordinary circumstances.

Our liability will in all cases be limited in accordance with and/or in an identical manner to relevant international conventions, including the Carriage by Air Conventions (within the meaning given in section 1(5) of the Carriage by Air Act 1961), the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea and the Convention of 1980 concerning International Carriage by Rail.

We will not be responsible for any loss or damage sustained by you as a result of a contravention of any law or regulation of any of the countries visited while on the trip.

OUR LIABILITY TO YOU FOR LOCALLY OPERATED TRIPS

If your trip is a Locally Operated Trip your obligation to you is to (and you expressly authorise us to) make trip bookings on your behalf with reasonable skill and care and to arrange a contract between you and the relevant Local Operator. We exercise care in the selection of reputable Local Operators but we have no control over, or liability for, the services provided by third parties. All bookings are made on your behalf subject to these and all other terms and conditions, including any conditions of carriage and limitations of liability imposed by the Local Operator. Your legal rights in connection with such trips are solely against the Local Operator and are not against us, except to the extent a problem is caused by fault on our part.

SEATBELTS

You must wear a seatbelt at all times whilst you are in any vehicle. Neither we nor any Local Operator will be liable for any injury, death or claim howsoever arising from any accident if you have failed to comply with this requirement.

FLEXIBILITY DURING TRIP

Your booking is accepted on the condition that you understand, and take responsibility for, the risks inherent in adventure travel. Every effort will be made to operate all trips featured in this brochure but there may be a necessity to vary the itinerary from that stated in the brochure, and delays may occur for a variety of reasons beyond our control. The need for a flexible attitude to this type of travel is important. All decisions relating to a trip itinerary will be taken by the Trip Leader, as appointed by us in the interest of the group as a whole. Please note that due to public holidays some sights or activities may not be available on a particular trip. No refund will be made for services which for whatever reason are not used by you once the trip has departed.

OPTIONAL ACTIVITIES AND EXCURSIONS

Neither we nor our employees, agents and contractors make any representation or warranty in relation to implied or explicit suggestions or recommendations of services, activities and events not highlighted as included in a trip. You are responsible for all risks associated with the transportation to/from, and your participation in, or visitation to, any place, activity or excursion not listed as an inclusion.

During your trip you may be offered the chance to purchase various optional excursions and activities. We do not own, operate or control any of the companies or individuals which provide the optional activities or excursions. Some of the optional activities and excursions, such as canyoning, are inherently dangerous and risky. If you want to take part in such optional activities or excursions you must be fit enough to do so and must follow all reasonable instructions. The standards of health and safety which will be adopted by the company or the individual providing the optional activity or excursion will be those of the country where the optional activity or excursion takes place. Please note that these standards may not be the same as you would find in your home country. If you wish to book any optional excursion or activity, you may do so subject to the operator's terms and conditions. Your contract will be with the operator of the activity or excursion and will be governed by local law. We act only as their agent. We accept no liability for any act or omission of any operator or operator's employees, agents or sub-contractors or any losses (whether direct or indirect and howsoever caused) arising therefrom.

DIETARY, HEALTH AND SPECIAL REQUIREMENT

You must clearly state all your dietary requirements at the time of booking. We cannot guarantee that special dietary requirements can be met and we cannot take responsibility for any such requirements not being fulfilled.

Walking is a fundamental part of our trips. Our trips are not suitable for people with reduced mobility.

If you have a medical condition (including any mental health disorder) that may reasonably affect your trip or you require special arrangements to be put in place, you must inform us in writing at the time of booking. We may ask you to complete a medical assessment form to assist us. If we cannot reasonably accommodate your particular needs, or where your participation will cause unreasonable disruption to the functioning of the trip, we may decline the booking or ask for you to be accompanied by a person who is able to provide full assistance to you throughout your trip.

YOUR LIABILITY TO US

You will not be permitted to embark or continue on the trip if, in the reasonable opinion of our representative, your mental or physical condition renders you incapable of caring for yourself, you become objectionable to other passengers, or you become a hazard to yourself, other passengers, our personnel or any third party. Immediate termination of your trip may occur if you possess or transport illegal substances (including drugs) or where you have engaged in any illegal activity during a trip.

We will not be responsible for expenses resulting in you being precluded from completing the trip for any reason, nor will we refund you any part of your trip cost. In all cases we will notify you of the reasons why we have taken this action. We will have no obligation to arrange for your return to the point of the trip departure if your condition manifests itself after the trip departure. Further, if the trip involves travel by air, the captain of your aircraft can refuse to allow you to fly on the aircraft if he believes that you could be dangerous or disruptive to other passengers on the flight.

You agree to indemnify us in full and on demand against all losses (direct and indirect and howsoever caused) arising from any third-party claims, demands or actions taken against us for injury, loss, damage or destruction caused by you or arising from your participation on the trip. Without limiting the foregoing, you agree to indemnify us for all excess cleaning fees and property damage claims related to your accommodation.

INSURANCE & CLAIMS

You must take out comprehensive travel insurance before you travel on your trip. Your insurance protection must include cover for cancellation, medical and repatriation expenses, personal injury and accident, death, and loss of personal baggage and money and personal liability insurance. Evidence of such insurances must be produced to us on request and normally on day one of your trip. Insurance cover offered by credit card companies or reciprocal medical cover agreements are often not comprehensive.

If you make a claim against us you agree to assign to us or our insurers any rights to take action against any third party supplier/tour operator or any other person or party that may have been wholly or partly responsible for the claim or who we reasonably consider should be a party to the action. You must co-operate fully with us should we or our insurers wish to enforce those rights which have been assigned to us. If you make a claim against us which is covered by your insurance policy, you agree to pursue the claim through your insurer either in addition to, or in substitution for, your claim against us (if any). We agree to indemnify you in respect of reasonable expenses incurred in successfully pursuing such a claim and acknowledge that any settlement made by the insurer shall not prejudice your rights against us.

TRAVEL ADVICE

We recommend that you visit your government's travel advice website prior to the commencement of travel. In the UK, the Foreign and Commonwealth Office issues travel advice and warnings at [fco.gov.uk](https://www.fco.gov.uk). The Australian government provides an equivalent service at [smartraveller.gov.au](https://www.smartraveller.gov.au).

COMPLAINTS

In the event of any dissatisfaction with the accommodation or any other service provided by us, you must report it immediately to the Trip Leader so that action can be taken to remedy the problem. Failure to immediately notify the Trip Leader of any problem may result in your claim for compensation from us being denied or reduced. Any complaint made to us following the conclusion of the trip should be made in writing within 28 days of completion of the trip. If you do not notify us in writing within 28 days, our ability to investigate the complaint may be prejudiced. In the UK, we can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

DATA PROTECTION

We are committed to protecting your personal information and agree to process your personal information in accordance with our Privacy Notice, which is available online at www.topdeck.travel/privacy. In order to make your booking and ensure that your travel arrangements run smoothly, we need to use the information you provide and pass it on to other relevant suppliers who are responsible for parts of your travel arrangements. In many cases this will include transferring your data to overseas recipients (including to recipients outside of the European Union). Personal information may also be provided to public authorities such as customs or immigration if required by them, or as required by law.

SMOKING

We enforce a non-smoking policy on our coaches (although we make frequent stops for breaks) and in most of our accommodation.

LUGGAGE

There are strict weight limits for coaches when fully loaded. You are only entitled to have one piece of main luggage of standard size (see the pre-departure information or our website for size limits) and not weighing more than 20kg (or 15kg for Outback trips). In addition you may bring a sleeping bag, as required on specific trips, and a daypack.

PUBLISHING CONSENT

You acknowledge and agree that our future advertising and publicity material may include statements made by passengers, or their photographs, and you consent to such use of your comments or photographic/video likeness.

WI-FI

We will endeavor to deliver Wi-Fi connection as stated on relevant trips to the best of our ability. This service is subject to availability and may not be available on some peak season departures or in the event of technical issues.