

Terms and Conditions

The following conditions together with the relevant contract documentation will form part of the Contract and shall apply to all Holidays and Package Holidays booked through Exosphere and form the basis of the Contract between Exosphere and the Client.

DEFINITIONS

Booking(s) - confirmation(s) provided by the Client in the form required by Exosphere to contract Exosphere to provide a Holiday for the benefit of the Client ~ evidenced by a Booking Form.

Exosphere - Altitude Inspires Ltd t/a Exosphere including where applicable its employees, suppliers, servants, agents or sub-contractors acting on behalf of Exosphere.

Client - the person or persons, business or legal entity for whom Exosphere provides the Services including, where the context so permits, any employee or guest of the Client or any private individual and all the persons included in the Booking.

Confirmation Invoice - the invoice sent by Exosphere to the Client after receipt of the Booking Form.

Contract - the agreement between Exosphere and the Client to perform the Services.

Force Majeure - any circumstances beyond the control of Exosphere as described in these Terms and Conditions under the section marked Force Majeure.

Holiday(s) - an occasion or occasions organised by Exosphere on behalf of the Client (including but not limited to private or individual travel, trips, excursions, holidays or vacations, accommodation hire, recreational activity and any related transfer fees, and related services such as automobile, vehicle and craft hire) arranged by Exosphere for the Client.

Package Holiday(s) - those pre-arranged holidays that comprise a combination of several components (at least two or more of (a) transport; and/or (b) accommodation; and/or (c) other tourist services not being ancillary to (a) or (b)) made under one Booking for an inclusive Price, as defined by the Package Travel Regulations 1992.

Price - any fee or fees (or any part thereof) charged by Exosphere to the Client as payment for Services including applicable VAT, airport or other taxes.

Proposal - a proposal made by Exosphere to the Client relating to and setting out the details of an Holiday and/or the Services to be provided.

Services - work undertaken by Exosphere for the Client relating to a Holiday.

1. RESPONSIBILITIES OF THE BUSINESS

1.1. Exosphere shall perform the Services with all reasonable care and skill.

1.2. Other than as stated in sub-clauses 1.3 – 1.4, below, Exosphere accepts no liability to the Client and/or guest(s) for any loss or damage of any nature whatsoever other than in the event of personal injury or death caused directly by the negligence of Exosphere in performing the Services. Exosphere shall not be responsible for any consequential, economic, indirect losses suffered by the Client and/or any guest(s) nor shall Exosphere be liable for any loss of profit suffered by the Client and/or any guest(s).

1.3. Exosphere shall ensure that all reasonable steps are taken by it to ensure and maintain the appropriate standards. Exosphere shall only accept liability for any loss suffered by the Client if any part of the Booking with Exosphere before departure is not as described on the Booking Form or is not of a reasonable standard. Exosphere limits its liability in respect of any such claim to a maximum of the Price paid or due in respect of the Holiday.

1.4(a). Exosphere accepts responsibility if the Holiday arrangements agreed to be provided are not supplied as described or to a reasonable standard (except in the case of the Force Majeure). Exosphere further accepts responsibility for the acts and omissions of its employees, agents, suppliers and sub-contractors (providing they were at the time performing duties authorised by Exosphere) except where death or personal injury results (see clause (b) below). The maximum amount of compensation Exosphere will consider paying under this paragraph is limited to a refund of the Price of the Holiday or Package Holiday, a refund of directly attributable expenses and a daily sum of £50 per person taking into account all relevant circumstances.

(b). Exosphere will also accept responsibility should the Client suffer death or personal injury as a result of any failure by Exosphere to properly perform any part of the Contract by any of its employees agents, suppliers or sub-contractors (providing they were at the time performing duties authorised by Exosphere) except where the cause was due to fault on the Client's part or on the part of a third party not connected with the provision of the Holiday or Package Holiday arrangements and which was unforeseeable or unavoidable or to an event which neither Exosphere nor the supplier of the Services(s) in question could not have foreseen or avoided even with all due care.

(c). For all claims, liability in respect of air, sea, road and rail carriers and providers of accommodation are limited according to the relevant international conventions which govern such services.

(d). If any Client suffers death, illness or injury whilst overseas arising out of an activity which does not form part of the Holiday arranged through Exosphere, Exosphere shall, at its discretion offer advice, guidance and assistance to assist the Client in resolving any claim it may have against a third party, provided Exosphere is advised of the incident within 90 days of the occurrence. Where legal action is contemplated authority must be obtained from Exosphere prior to commencement of proceedings and shall be subject to the Client undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to Exosphere. The Client also agrees to assign to Exosphere any right or cause of action it has or may have against any other person whose acts or omissions have given rise to Exosphere's liability.



1.5. Notwithstanding the provisions of sub-clause 1.4, above, in all cases where Exosphere accepts liability or is found to be liable under this Clause 1 liability and compensation are limited in accordance with the provisions of all applicable international conventions which concern transportation and accommodation including but not limited to the Geneva Convention 1973 and the Paris Convention 1962, the Berne Convention 1961, the Athens Convention 1974 and the Warsaw Convention 1929 (variously as amended).

2. RESPONSIBILITIES OF THE CLIENT

2.1. The Client confirms that he or she is authorised to accept these terms and conditions on behalf of all persons also included in any Booking.

2.2. The Client guarantees to pay Exosphere the Price for the Services. It is important that the Client checks the details on the Confirmation Invoice when the Client receives it. In the event of any discrepancy the Client must contact Exosphere immediately.

2.3. The Client and guest(s) are responsible for checking-in for flights at the correct time and location. Exosphere does not accept responsibility for missed flights as a result of late check-ins and no credit or refunds will be given if the Client fails to take up any component of the Holiday. No credit or refunds will be given for lost, mislaid or destroyed travel documents and the Client is responsible for all baggage and personal property.

2.4. The Client indemnifies Exosphere for any liability for loss or damage suffered by Exosphere as a result of any act of the Client and/or guest(s) or any unavoidable costs or losses suffered by Exosphere as a result of a cancellation of any Booking because of non-payment of the Price or as a result of any loss or damage suffered by reason of any damage caused by any Client and/or guest to any property supplied by Exosphere or any third party supplier for a Holiday.

2.5. The Client accepts any conditions of third party suppliers applicable to any Holiday or Package Holiday. Most accommodation and transport is provided by independent suppliers. All Bookings are subject to the ticket or transport conditions and regulations of the carriers or transport proprietors. Those conditions may limit or exclude liability to the Client and may be subject to provisions of international conventions – copies are available from Exosphere on request. Operational decisions may be taken by air carriers, airports and other transport operators which may result in delays, diversions or rescheduling for which Exosphere has no responsibility.

2.6. Passports: it is the Client's responsibility to ensure that all persons (including children) travelling on the Holiday have valid passports at the time of travel. It is standard for most countries to require that all passports are valid for no less than 6 months after the date of return.

2.7. Visas: if the Holiday involves travel to any country that requires the Client or any party to the Holiday to obtain a visa, it is the Client's responsibility to do so prior to the date of departure. Whilst Exosphere will give informal guidance in this regard, it is the Client's responsibility to contact the relevant embassy at least one month before departure for official guidance.

3. INSURANCE

3.1. Exosphere does not arrange insurance and it is the Client's responsibility to ensure that it has adequate insurance for any Holiday or Package Holiday. Exosphere may require the Client to provide details and copies of all such insurances prior to the commencement of the Holiday.

4. BOOKINGS AND PAYMENT

4.1. Once the Client's requirements have been discussed and Exosphere has devised a suitable holiday that has been confirmed, the Client will be required to complete and sign the Booking Form supplied by Exosphere and return it to Exosphere together with any deposit payable under this clause.

4.2. If the Booking relates to an Holiday more than 12 weeks from the date of a Booking: at the time the signed Booking Form is returned to Exosphere a non-refundable deposit must be paid by the Client of not less than 35%. If it is necessary for Exosphere to cover suppliers' payment conditions a higher deposit may be required as directed. The balance of the Price shall be paid no later than 12 weeks from the date of the Holiday.

4.3. If the Booking relates to a Holiday or Package Holiday departing less than 12 weeks from the date of Booking: the Price shall be paid in full at the time that the Booking Form is returned to Exosphere.

4.4. A Confirmation Invoice will be issued when confirmation of all parts of the Holiday has been received by Exosphere from the various suppliers and provided that a fully completed Booking Form and the relevant payment in accordance with clauses 4.2 and 4.3 has been received. The Confirmation Invoice may be issued some time after the Booking Form has been issued if there are delays in receiving confirmations from suppliers. A Contract shall exist between Exosphere and the Client once the signed Booking Form is received by Exosphere.

4.5. All payments (other than deposits) made by credit card are subject to a surcharge of 2.5%.

5. AMENDMENTS & CANCELLATION

Amendments by the Client

5.1. Exosphere will give full assistance if the Client wishes to alter the arrangements of any Booking. Requests for an amendment must be made by the Client in writing, signed by the signatory of the Booking Form. An amendment charge

may be made to the Client in the event of any amendment charge being incurred by Exosphere as a result of any change to the Holiday requested by the Client (and if so, such charge shall be payable and will form part of the Price together with all communication charges or other expenses incurred by Exosphere). Where applicable, these charges will be payable whether or not Exosphere succeeds in confirming the Client's requested amendment to the Booking. The Client's request may be treated as a cancellation and a new Booking and the normal cancellation charges detailed in this Clause will apply dependent upon the conditions imposed by Exosphere's suppliers. If the Client is unavoidably prevented from taking the travel and/or the Holiday for reason (including but not limited to illness, jury service, redundancy, unavoidable work commitments or the death or serious illness of a close family member) it may be possible to transfer the Booking to a person acceptable to Exosphere (but it should be noted that some suppliers, including airlines treat any change of name as a cancellation requiring cancellation fees of up to the full value of the service) provided that if the Client requests a transfer in writing the Client allows reasonable time for the changes to be communicated to and accepted by the supplier.

Amendments by Exosphere

5.2. Whilst Exosphere will take all steps to ensure that the descriptions and prices given in any quotation for a Booking are accurate when given, changes can occur and Exosphere reserves the right to change any of the details in any such quotation. The individual nature of each of the holidays organised for Clients means that it may not be possible to confirm all arrangements until confirmation is obtained from each of Exosphere's suppliers. Therefore all quotations are subject to change and availability until confirmation has been issued by Exosphere. Thereafter, Exosphere reserves the right to make changes should these be necessary. In any major change to a Holiday, such as a change of (a) flight departure time by more than 12 hours (b) city of departure or arrival (c) destination locality or (d) accommodation to a lower standard, the client will be informed as soon as reasonably possible and the Client will have the choice of either accepting the changes (any difference in cost will be due or refunded) or cancelling the Holiday. Provided that the changes do not arise from circumstances amounting to Force Majeure and that the Confirmation Invoice has been issued we will pay the following compensation per person:

More than 60 days before departure: £25
31-60 days before departure: £50
15-30 days before departure: £75
Less than 14 days before departure: £100

If minor changes to an Holiday have to be made (any change not listed as a major change above) the Client will be informed as soon as possible but Exosphere will not be obliged to offer any refund or alternative arrangements.

Cancellation by the Client

5.3 All cancellations must be advised in writing, signed by the signatory of the Booking Form and sent to Exosphere. Cancellations are effective on the day they are received by Exosphere. Recorded delivery is recommended.

The following cancellation charges will be payable, depending upon the number of days prior to the Holiday which Exosphere receives notice of cancellation for from the Client:

More than 60 days before departure: loss of deposit
31-60 days before departure: 50% of the Price
15-30 days before departure: 85% of the Price
Less than 14 days before departure: 100% of the Price

Cancellation by Exosphere

5.4 Exosphere reserves the right to cancel the Holiday if any part of the Price due to be paid prior to the date of the Holiday at the times stated in clause 4, above, have not been duly paid by the Client. In the unlikely event that Exosphere must cancel the Holiday for any reason after the Confirmation Invoice has been issued then every effort will be made to make alternative arrangements or offer a full and prompt refund. In addition, unless cancellation has been caused by Force Majeure, compensation shall be paid as set out in clause 5.2, above. Exosphere accepts no responsibility for any incidental expenses incurred by the Client and/or in respect of the Holiday in the event of such cancellation.

6. AIRLINES & OTHER SUPPLIERS

6.1. If the Holiday involves private travel and/or holidays that necessarily involve a third party supplier (such as an airline) then:

6.1(a). As between the Client and any third party suppliers of transport, accommodation or other components included in the Booking the conditions of the third party supplier will also apply. These conditions may be subject to international conventions which limit and/or restrict the suppliers' liability. Under EU law the Client has the right in some circumstances to refunds and/or compensation from airlines in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports, and will also be available from the airline concerned. Reimbursement in these cases is the responsibility of the airline and will not automatically entitle the Client to a refund of any part of the Price from Exosphere;

6.1(b). Any transport timings involved are provided by the third party supplier or carrier concerned and are subject to such matters as weather conditions, maintenance requirements, the ability of passengers to check-in on time and, in the case of flights, to air traffic control restrictions. Accordingly, the times of flights and other forms of transport are estimates only and cannot be guaranteed by Exosphere; and

6.1(c). if the Holiday involves any activities that carry inherent risks and if the Client is participating in such activities the Client may be asked to sign a disclaimer and/or additional documentation by the third party or local supplier and/or Exosphere

7. FORCE MAJEURE

7.1. In the event of any unusual and unforeseeable circumstances beyond Exosphere's control the consequence of which neither Exosphere nor its suppliers could avoid, including but not limited to, war, threat of war, riot, civil strife, terrorist activity, (actual or threatened), industrial dispute (including airport staff strikes or other industrial disputes), unavoidable technical problems with transport, machinery or equipment, natural or nuclear disaster, fire, flood, drought, adverse the weather conditions and level of water in rivers, the obligations of Exosphere and the Client under these terms and conditions shall be suspended during the period and to the extent that either or both parties are prevented or hindered from complying with them by any cause beyond its reasonable control. In the event of either party being so hindered or prevented, the party concerned shall give notice of suspension to the other party as soon as reasonably possible, stating the date and extent of the suspension and its cause, and the omission to give such notice shall forfeit the rights of that party to claim suspension.

8. PRICING POLICY

8.1 Exosphere is under no obligation to give a breakdown of the costs involved in arranging a Package Holiday for a Client.

8.2 Changes in transportation costs, including the cost of fuel, taxes or fees chargeable for services such as landing taxes and embarkation or disembarkation fees at ports and airports and exchange rates, mean that the price of the Client's travel arrangements may change after they have booked, unless full payment is received at time of booking the Holiday. However there will be no charge within 30 days of your departure.

8.3 Exosphere reserves the right to notify the Client of an increase in any pricing that may apply to the Price, as a result of any items, but not limited to, in clause 8.2, before accepting a Booking.

9. DATA PROTECTION ACT

9.1. In order to process the Booking and to ensure that the Client's travel arrangements run smoothly and meet the Client's requirements, Exosphere may need to use the information the Client provides such as names, addresses and any special needs/dietary requirements. Exosphere may need to pass the information on to the relevant suppliers of the Client travel arrangements such as airlines, hotels, and transport companies. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

10. THIRD PARTY RIGHTS

10.1. A person who is not party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term under these Terms and Conditions. This clause does not affect any right or remedy of any person that exists or is available otherwise than pursuant to that Act.

11. GOVERNING LAW

11.1. This contract and any matters arising from it are governed by the laws of England and both Exosphere and the Client submit to the exclusive jurisdiction of the courts of England and Wales.

12. FINANCIAL PROTECTION & COMPLAINTS

12.1. Exosphere holds an Air Travel Organisers License granted by the Civil Aviation Authority (ATOL number 9424). Package holidays are ATOL and ABTA protected. In the unlikely event of Exosphere becoming insolvent the CAA or ABTA will ensure that no Client is stranded abroad and will arrange to refund the Client any money paid to Exosphere for an advance booking. For further information, visit at www.atol.org.uk or www.abta.com.

12.2. If for any reason the Client is dissatisfied with any part of the Holiday or Services a complaint should be raised in the first instance with the supplier concerned or Exosphere in London if this cannot be done. The complaint should be recorded in writing giving full details. Exosphere will attempt to rectify the matter during the Holiday, if appropriate, but if this is not possible or if for any reason the Customer still has cause for complaint the matter must be raised directly in writing with Exosphere no later than 28 days after the Client has returned from the Holiday. In the unlikely event that a complaint can't be resolved amicably, we can offer you an arbitration scheme arranged by ABTA. Please go to www.abta.com

Exosphere is a trading name of Altitude Inspires Limited, a company incorporated under the laws of England (registered no. 1387660).