

Life Changing Experiences Ltd

Terms and Conditions

1. General

The below stated booking terms and conditions contain the entire contract between You and “Life Changing Experiences Ltd” (72 New Bond Street, London W1S 1RR, England, UK Registration number: 07117614). Once full payment is made by You, “Life Changing Experiences Ltd” will confirm your booking and issue an invoice, which stands for a contract conclusion between You and “Life Changing Experiences Ltd”. These terms and conditions can only be amended in writing by a duly authorised agent of “Life Changing Experiences Ltd”. No representation, term, warranty or condition can be expressed or implied by reference to any other writing, advertisement or conversation.

In these terms and conditions, the terms “You” and “Your” refer to You as our customer. The terms “we”, “our”, “us” and “LCE” refer to Life Changing Experiences Ltd. All contracts for bookings made with LCE and all matters arising out of it are governed by English law. Any dispute, claim or other matter which arises in connection with this contract or Your holiday is subject to the exclusive jurisdiction of the English Courts in the UK. If any provision of this contract is held invalid or unenforceable by any court of competent jurisdiction, that provision shall be rewritten in order to give effect to the same purpose within the permitted limits of the law. The validity and enforceability of the other provisions shall remain unaffected.

The trips operated by LCE are intended especially for students between the ages of 18 to 30 years. Under special circumstances, also non-students and people outside this range may be approved to take part in our trips, but we reserve the right to decline Your booking, should we think that the trip is not suitable for You for whatever reason.

2. Booking and payment

Bookings with LCE are conducted solely through its internet homepage. Payments can be made either by a credit card or by money transfer to the following bank account:

IBAN: GB 58 MIDL 400518 62755076
SWIFTCODE: MIDLGB22

After booking is completed and the outstanding balance is paid, an email confirmation of Your booking will be sent to You. This should be printed and saved for the sake of reference, should any problems arise. Your place in the tour is reserved only after full payment is conducted and a confirmation is issued. If no confirmation has been received within 24 hours after Your booking, you should contact us to resolve the matter. We take no responsibility for an incorrect email address provided by You and the inability to deliver email to the address provided.

You should examine carefully the accuracy of all details of Your booking confirmation and other documents sent to You and contact us in case any of the information stated is incorrect. We will accept no liability for any inaccuracy in the documents sent by us to You, if You do not contact us within 5 days of us sending them to You.

3. Cancellation and changes

i. Cancellation and changes by Buddy

3.i.1. Price change

The prices of our trips may increase and decrease over time due to fluctuations in suppliers prices' and exchange rates. However, once You receive Your booking confirmation, Your trip price is guaranteed. If our prices, advertised or confirmed, include obvious errors, we reserve the right to correct them.

3.i.2. Components change (accommodation, means of transport,...)

The trips operated by LCE are put together aiming at Your highest enjoyment and with utmost care. In order to offer best value for money, they are put together mostly months in advance. Because of this, the components of Your trip need to be sometimes updated before and even after your booking. We therefore reserve the right to change or substitute our common itineraries, accommodation or transportation at any time and at our own discretion. These changes to Your booking can be either "minor" or "significant".

Minor changes are operational changes such as changes in transport, accommodation to alternative with the same standard, departure times of less than 12 hours or withdrawal of certain services. These changes will not materially alter Your existing travel arrangements and therefore do not entitle You to cancel without penalty. Also, such changes will not be specially notified to You, rather they will automatically form part of Your travel documentation.

Significant changes are the ones materially altering the trip and causing substantial inconvenience to You. They include a change of resort, departure point, departure time by more than 12 hours and change of accommodation to a lower standard. We will advise You about these changes as soon as reasonably possible and, if available, offer You the following options:

- 1/ Accepting the changes as announced by us
- 2/ Canceling the trip and receiving a full and prompt refund of all monies paid by You to us.
- 3/ Booking another trip with LCE (and having to pay or receiving the price difference between the originally booked trip and the alternative) without the payment of any transfer fee

In case significant changes are a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with due care, You will not be entitled to any compensation. Also, if trips are significantly altered more than 28 days before scheduled trip departure, no compensation will be paid. However, if we are forced to alter existing travel arrangements significantly within 28 days of the scheduled trip departure, in addition to the action alternatives mentioned above, You will receive following compensation based on the days to trip departure, when significant changes are made:

28-18 days: 10 EUR per person
18- 0 days: 20 EUR per person

Unfortunately, we cannot meet any costs or expenses incurred as a result of any change.

3.i.3. Cancellation of a trip

LCE reserves the right to cancel a trip 21 days or more before scheduled departure without being obliged to pay any compensation. This happens very rarely, mostly, when there is not sufficient number of participants and thus the trip cannot be operated. All monies paid by You will be refunded and all obligations between You and LCE which would have been enforceable had the trip not been cancelled will hereby extinguish. LCE cannot be held responsible for any other costs or expenses incurred as a result of a cancellation.

Should a trip be cancelled less than 21 days prior to scheduled departure, in addition to the full refund of all monies paid by You to us, You will receive a compensation of 20 EUR per person, except in cases, when this cancellation was caused by force majeure. Also, should events attributable to force majeure force us to cancel or curtail a trip, once departed, we will not be obliged to make any refunds, pay any compensation or be responsible for any costs or expenses incurred as a result.

ii. Cancellation and changes by “You”

3.ii.1. Cancellation of a booking

If You wish to cancel your holiday, an email has to be written to our official email address published on our homepage. We will not regard a booking as cancelled unless an email is received by us. Based on the time, when this email is received by us, the following % of Your payments will be returned:

<u>Days until trip departure</u>	<u>% returned</u>
50 – more	100
25 – 49	50
24 – 14	20
13 – 0	0

*Percentages shown are of the total cost excluding any fees or charges, which are not refundable.

If the reason for Your cancellation is covered under Your insurance policy, You may be able to reclaim the cancellation fees from Your insurer. However, You have to pay our cancellation fees first and then ask for a refund under Your insurance policy.

3.ii.2. Name change

In case You want to change the name of the participant in the tour, an email has to be written to our official email address published on our homepage.

The name can be changed by paying a name change fee of 15 EUR, when done 14 days prior to the commencement of the tour. After this time, a name change is treated as a cancellation and provisions of “3.ii.1. Cancellation of a booking” will apply.

The change of a trip participant without our prior knowledge and consent is regarded as a breach of contract. Accommodation, transport and other components of our trips will only be made available to people named in our booking confirmation.

3.ii.3. Trip change

Should You desire to participate in a different trip than originally booked, an email has to be written to our official email address published on our homepage.

Trip changes desired more than 14 days prior to the scheduled departure of the originally booked trip will be made possible subject to availability. In this case a 25 GBP amendment fee will be charged. Trip changes desired less than 14 days prior to the scheduled departure of the originally booked trip will be regarded as cancellation of the trip and provisions of “3.ii.1. Cancellation of a booking” will apply.

4. Our obligations and responsibilities

We accept responsibility for the performance of our tours according to the description included on our website and for the provision of services on a level described in it. Apart from situations, where the provisions of Force Majeure apply, should the trip not reasonably comply with the description on our website, LCE may compensate You to a maximum value equal to the price of the holiday booked but excluding insurance premiums and amendment fees in case your enjoyment of the tour has been adversely affected. Maximum compensation will be paid only where there has been total failure of consideration for Your payment. No compensation will be granted if the reason for the failure is not caused by us, our agents or suppliers or if the reason for the failure lies in Your sphere of control.

We accept responsibility for personal injury or death as a result of any failure to perform or improper performance of any part of our contract with You, if this is caused by our employees, agents, suppliers or sub-contractors, who are conducting the work authorised by us at that time, except in the following situations:

- The situation was due to the acts and/or omissions of the person affected.
- The situation was due to an unforeseeable or unavoidable act of a third party not connected with the provision of the holiday.
- The situation was due to an event, which LCE or the supplier of the relevant service could not have foreseen or avoided even with all due care.

In respect of carriage by aircraft, ship, train or coach and the provision of accommodation forming part of the trip, our liability will in all cases be limited as if we were the transportation/accommodation provider within the relevant international conventions and EC regulations. These include, but are not limited to:

- Regarding carriage by sea – the Athens Convention 1974;
- Regarding carriage by road – the Geneva Convention 1973;

- Regarding carriage by rail – the Berne Convention 1961; and,
- Regarding carriage by air – the Montreal Convention 1999 or the Warsaw Convention 1929 (including the amendments of the Hague Protocol 1955 and the Montreal Additional Protocol 1975).

The terms of these Conventions are incorporated into and form an integral part of our contract with You. You should be aware that they may limit or remove the liability or/and the compensation of the above mentioned parties.

i. Force majeure

We will not accept liability or pay any compensation for any loss, damage or expense arising from events which we or the supplier of services in connection with a trip could not, even with all due care, foresee or avoid. These events include flood, fire, earthquake, weather conditions, war, terrorist activities, riots, civil strife, industrial action, closures, unforeseen alterations to schedules of public transport, aircraft or boats, epidemic or outbreak of illness or any other occurrence beyond our control.

ii. Weather conditions

We cannot be held responsible for snow or adverse weather conditions under any circumstances. Trips cannot be cancelled or amended by You at any time because of snow or adverse weather conditions, nor can we be held responsible for changes in the delivery and implementation of the itinerary because of snow or adverse weather conditions.

iii. Components of a trip

We make every effort to describe and explain the components of our trips carefully in our brochures and on our homepage. Please read them carefully. No refunds will be made for components of the trip provided by LCE but not consumed by You during the trip for whatever reason.

iv. Transportation

It must be understood that because of the nature of the service offered, delays can occur, which are beyond our control. Regrettably, LCE cannot accept liability for any inconvenience or expenses you may incur as a result.

When transportation to or from airports is included in the price of our trip, waiting times may occur. This is due to the combination of transport for passengers from different locations, which is necessary to keep our prices low. We will make every effort to limit waiting times to a minimum.

v. Special requirements

Should You have any special requirement concerning our trip, You are invited to include it in Your booking form. We will make every effort to pass it on to our suppliers. Regrettably

however, no confirmation can be issued that this requirement will in fact be fulfilled by the relevant parties.

5. Your obligations and responsibilities

i. Health conditions

The trips organised by LCE aim on showing You the most during your holiday and so they are often rather physically demanding. Before booking, LCE should be advised of any disability or medical condition, which requires attention or special treatment and may affect Your trip. If You provide us with this information before booking, we will try to help You with Your requirements and find a solution. In case we are not advised at this stage, we may refuse to accept Your booking. This will be considered as cancellation of Your booking and will be dealt with according to the provisions in 3. Cancellation and Changes.

In case Your condition requires a suitably qualified accompanying person, You are asked to provide satisfactory evidence before booking that such person will accompany You and that he/she is able to provide the services that You may require. If you fail to present us evidence of such person before booking, we will have to refuse Your booking. This will be considered as cancellation of Your booking and dealt with according to the provisions in 3. Cancellation and Changes.

ii. Behaviour

By choosing to participate in our trips, You agree to show courtesy and respect to Your fellow trip members and Your guide. You accept the authority of the appointed LCE representative and agree to comply with his decisions. All local laws, unwritten rules and customs are to be obeyed. Furthermore, You are expected to respect the rights of the local people, especially the residents living close to the hostels used during the trip and to behave free from noise, vandalism or any other source of annoyance.

Should regrettably Your behaviour cause or is considered likely to cause offence, danger, damage to property and/or distress to others, we reserve the right, at all times, to terminate Your trip. In this event, You will be responsible for Your own repatriation and related costs. No refunds will be granted as a result of the trip termination and we will not pay any expenses resulting from the termination. We also cannot be held responsible for any loss or damage incurred by You as a result of a contravention of any law or regulation of any of the countries visited during our trip.

In case we are forced to terminate Your trip, we will notify You about the reasons for this action. We do not accept liability for the behaviour of others during the trip, nor if any facilities are curtailed because of their actions.

You have to make up for any damage, loss or the need of excess cleaning caused by You directly to our accommodation provider or other supplier as it happens during our trip. If You fail to do so, You will be responsible for meeting any claims subsequently made against us resulting from the above mentioned behaviour (including legal costs). We therefore advise You to report any pre-existing damage in Your accommodation to Your LCE representative as soon as it is discovered.

iii. Arrival and departure

LCE is ready to assist You with finding the most appropriate and cost-effective means of getting to and from our trip commencement and conclusion locations. Still, we do not take responsibility for the successfulness of this and we bear no cost for Your transportation to the commencement and from the conclusion point.

It is Your responsibility to arrive to the tour commencement point, which is specified in Your booking confirmation, before the tour begins. If you fail to do so and want to join the group at a later stage, it is Your responsibility to contact the tour manager and to arrange this. We assume no responsibility for the cost incurred.

iv. Travel documents

It is Your responsibility to ensure that You hold all necessary travel documents for the trip, including a valid passport, visas (if applicable) and other permits and certificates required by the law. Passports should be valid more than six months after the conclusion of the trip.

6. Insurance

Travel insurance cover is not included in the price of Your trip. LCE does not take responsibility for any injuries or loss incurred to You outside the pre-paid trip activities. Neither does LCE accept responsibility for the theft, loss or damage to Your personal belongings during the whole duration of the trip. That is why we strongly advise you to take out a comprehensive insurance cover for cancellation, medical expenses, personal accident, public liability, personal baggage and money before travelling. Insurance policies offered by credit card companies are often not comprehensive. If You fail to arrange for satisfactory insurance, you may be prevented from taking part in the trip until You do so.

i. Third party proceedings

If a third-party takes action against us for loss or damage caused by You during Your participation on our trip, You will indemnify us for the expenses incurred (including legal costs).

If You make a claim against LCE in connection with the performance of Your trip, You hereby assign to us the rights You have against any third-party suppliers or any other relevant parties to the action and agree to co-operate fully with LCE or its insurers when it comes to enforcing these rights.

If You make a claim against LCE which is covered by your insurance policy, You agree to pursue this claim also through Your insurer, either as a substitution for or in addition to Your claims against LCE. Any compensation received from Your insurer does not affect Your rights against LCE.

If LCE or its insurers make any payment to You for death, personal injury or illness caused by a third party, You agree to pass on your rights against the third party to LCE or its insurers and to cooperate fully in the endeavour of seeking recovery from such party.

7. Financial protection

In accordance with “The Package Travel, Package Holidays and Package Tours Regulations 1992”, LCE is protected against the possibility of its own insolvency. In this unlikely event, pre-payments will be refunded and clients on trips will be repatriated.

8. Data protection

LCE makes every effort to safeguard the confidentiality of personal information provided by You. However, for the sake of a proper performance of our trips, certain information needs to be passed on to third parties like public authorities (such as Customs or Immigration) or certain suppliers of our services. The entities which will possibly have access to Your information will only be the ones responsible for Your travel arrangements. By making this booking, You consent to this provision of information, unless You inform us about the contrary at the time of Your booking. This applies also to any sensitive information given to us like dietary/religious requirements or details of any disabilities.

9. Complaints

Should any complaint arise during the tour, please report it as soon as possible to our employee, representative or supplier, so that he/she can resolve it on the spot to Your satisfaction. In the rare case that this is not possible, You are advised to express Your complaint in writing by sending it to our official address within 30 days after the completion of the tour. The failure to do so during the 30-day period will result in the non-acceptance of Your claims, except in the case of personal injury, illness or death.

10. Others

i. Luggage

You are entitled to carry one piece of main luggage of standard size and not weighing more than **15kg**. You are strongly advised to bring also a daypack, which is almost a necessity for day-long excursions, which often form part of our trips. We do not accept responsibility for any belongings left on board or for money or other valuables stored in the luggage compartment of coaches.

ii. Smoking

Smoking is not allowed in any of the hotel bedrooms or apartments and on most means of transport. Also any behaviour which is likely to cause fire is strictly forbidden.

iii. Accommodation deposits

When checking in to Your accommodation, You may be charged a deposit, which is an arrangement solely between You and the supplier of the accommodation. LCE cannot assume liability for the return of such deposited money.

iv. Information material

LCE strives to give out exact and faultless information in its brochures and other printed material. However, should unfortunately printing, typographical errors, or errors arising from unforeseen circumstances occur, we cannot be held responsible for them.

v. Audiovisual material

By travelling with LCE You agree to the possible use of video/photographic material including You or Your comments for the purpose of advertising in electronic or printed media, without the necessity of any further consent or payment in respect of such photographs, videos, or comments.

vi. Components not included in the price

The trips offered by LCE do not include especially insurance, airfares, airport taxes, excess baggage, visa and passport fees, optional excursions and meals, which are not explicitly stated.

vii. Safety belts

If a vehicle used during a trip is equipped with a safety belt and the belt is not worn during an accident or incident, LCE, service providers, agents or co-operating organizations shall not be held liable for any illness, injury, death or any loss, damage or claim in connection with the incident or accident and the failure to wear a seat-belt.

viii. Contracting parties

Your contract is with us as the tour operating company. However, at any time and at our own discretion, we may nominate to You in writing a company or person, which will have some or all the benefits of the provisions of this contract than specified, as if You had agreed the provisions directly with that company or person at first as well as agreeing them with us.

Bookings with transportation companies, hoteliers and other service providers are governed by the terms and conditions and limitations of liability imposed by those transportation companies, hoteliers and other service providers. Some of these companies limit or exclude their liability in respect of death, personal injury, delay and loss or damage to baggage. LCE cannot accept liability for any loss caused by such actions or by any act or omission of a third party.

ix. Interpretation

In these Conditions, any words importing the singular or plural numbers shall include the plural or singular number respectively or words importing a particular gender shall include all genders.

x. Legal action

Should You be unsuccessful in any legal action against us, You agree to pay all our associated costs, including attorney/client costs.