

Booking Terms and Conditions – The Knapsack Collective

INTRODUCTION

All bookings are made with ‘**The Knapsack Collective**’, owner of all advertised itineraries found on our website (herein referred to as “The Company”). By booking a trip with us, you (herein referred to as “The Consumer”) are agreeing to these Booking Terms and Conditions. "Consumer" means you, the person who buys or agrees to buy the trip or any person on whose behalf you agree to purchase the trip and who is registered on the participants list or any other person to whom you transfer a trip which you have bought.

The main points to note are:

- You travel on your own responsibility during the whole duration of the trip.
- The Knapsack Collective is not responsible for any liabilities, disappointments or expectations that are not met.
- You need to have a medical assurance during the days you travel with The Knapsack Collective.

THE CONTRACT

(a) A contract shall arise when The Company has received a deposit or full payment for the trip and has issued written confirmation of its acceptance to the Consumer.

(b) The Company is not responsible for the actions or behaviour of the Consumer. The Consumer travels under his own responsibility, similar to the situation where he/she would travel on his/her own. The Company is not responsible for any damage, injury, safety or well-being of the Consumer, or any damage or injury that the Consumer causes to others.

(c) The Company reserves the right to decline anyone from joining a trip with justifiable cause. The Company also reserves the right to remove the Consumer from a trip if he/she is creating a hazard to her/himself or others, impacting the enjoyment of others, or participating in any illegal activity. Any costs resulting from being removed from a trip or being declined participation in a trip is at the Consumer's expense.

FITNESS

The Consumer is responsible for purchasing a trip that fits his/her desired comfort level and participating in activities that are suitable for his/her fitness level and capabilities. By making a booking, the Consumer acknowledges that The Company's trips are adventurous by nature and may involve a significant amount of personal risk. The Consumer also acknowledges that neither the Consumer nor anyone traveling with the Consumer has any physical, mental, or other conditions or disabilities that would create a hazard to yourself or your group members. It is the Consumer's responsibility to ensure that they have a level of fitness appropriate to complete the trip safely. The Consumer is responsible for its own health during the trip.

It shall be the Consumer's responsibility to disclose to The Company any physical or mental condition of a member of his/her party which may be relevant.

PAYMENT TERMS

The Company will give a final confirmation to the Consumer when enough participants have signed up for the particular trip. With the final confirmation, an invoice will be sent which has to be paid within 10 days. If it is not paid by that date The Company shall have the option to cancel the trip.

If the Consumer cancels the trip (which cancellation must be notified in writing to The Company) the following cancellation charges are payable by the Consumer:

The following charges which are expressed as a percentage of the trip cost will be made:

- * More than 45 days before the starting date of the trip – full refund.
- * 21 days or more before the starting date of the trip: 50% of the trip cost.
- * 21 days or less before the starting date of the trip: 100% of trip cost.

All cancellation charges apply to each person covered by any booking.

SUBSTITUTION

When the Consumer is prevented from proceeding with the trip, he/she may transfer his/her booking to a person who satisfies all the conditions required, having first given The Company reasonable notice in writing of his/her

intention to do so before the departure date (such notice shall not be less than 7 days prior to the date of departure). The transferee of this Consumer must comply with any other requirements of The Company applicable to the trip.

TRIP PARTICIPATION

The Consumer agrees to accept the authority and decisions of The Company's employees, representatives, tour leaders and agents whilst during the full duration of the trip, starting on the first day and finishing on the last day of the trip. If, in the opinion of such persons, the health, level of fitness or conduct of a Consumer at any time before or after departure appear likely to endanger the safe, comfortable or happy progress of a trip, the Consumer may be excluded from all or part of the trip without refund or recompense. In the case of ill-health the company may make such arrangements as it sees fit and recover the costs thereof from the client. If a Consumer commits an illegal act, the Consumer may be excluded from the trip. No refund will be given for any unused services.

COACHING

The Company will not be liable for, and the Consumer waives any right it has to claim, any loss of income, loss of profit, production, contract, customers, goodwill, opportunity or business, or any indirect, special or consequential loss or damage of any nature whatsoever arising under or in connection with The Company's coaching services, whether in contract, tort (including negligence), under statute, in equity or otherwise. The Consumer will not hold The Company liable for any loss, liability, claim or cost incurred by The Company, whether direct or indirect, related to any coaching and/or group sessions, including without limitation in respect of any mental, physical, emotional stress or distress (or other ailment or condition). In addition, The Company does not make a representation or warranty that any of the coaching methods or sessions will work for your personal circumstance.

ACCOMMODATION ARRANGEMENTS

Accommodation will normally be found in albergues or hostels along the way. The Consumer is responsible for his/her own sleeping arrangements. The Company will do its utmost best to facilitate beds in albergues along the way (dormitories with multiple beds), but cannot guarantee availability. The Company is not liable for any issues concerning sleeping arrangements. When albergues or hostels are full, The Company will do its best to arrange alternative sleeping facilities, but cannot guarantee availability or certain standards for sleeping. The Company is not liable for the quality of sleep of the Consumer.

ALTERATIONS BY THE COMPANY

(a) The Company reserves the right to alter, change, curtail or cancel a trip.

(b) If, as a consequence of "force majeure" (as hereinafter defined in sub-paragraph (d) of this clause), The Company is obliged to curtail, alter, extend or cancel a trip, the Consumer shall not be at liberty to maintain a claim for compensation or otherwise for any loss arising as a consequence of the said curtailment alteration, extension or cancellation of the trip.

(c) If The Company is forced to significantly alter or cancel your trip, we will let you know as soon as possible. In these circumstances, you can choose one of the following options:

- i. Accept The Company's offer of a comparable replacement trip,
- ii. Receive a refund of all monies paid.

(d) The Consumer should be aware that some suppliers, such as carriers, impose cancellation fees and apply restrictions which are not within the control of The Company and for which The Company shall not be held liable. The term "force majeure" means unusual and unforeseeable circumstances beyond the control of The Company, or other suppliers of services, The consequence of which could not have been avoided even if all due care had been exercised or an event which The Company, or the supplier of services even with all due care could not foresee or forestall, including Acts of God, Natural disasters, adverse weather conditions, fire or other destruction of any vessel, craft or vehicle to be used in connection with a trip, riots, acts of war, civil commotion, exercise of legislative, municipal, military or other authority strikes, industrial action, requisition of equipment, mechanical breakdown, shortage of fuel, insolvency or default of any carrier or service supplier connected with a trip, fraud perpetrated against The Company or any other reason beyond the control of The Company.

INSURANCE

The Consumer is obliged to have a Medical insurance. Although not compulsory, The Company strongly recommend its Consumers to purchase a travel insurance. The Company does not in any circumstances take responsibility for the previously mentioned.

PASSPORTS AND VISA

Valid passports are required for travel to most destinations. Please check with the appropriate consulate or embassy for the latest visa requirements. You assume complete and full responsibility for, and hereby release The Company from any duty of, checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety or security conditions at such destinations.

CONSUMER RESPONSIBILITIES

(a) The Consumer is responsible for himself for the whole duration of travelling during the trip, as if he/she was travelling on his/her own. The Consumer is responsible to show up in time at the starting point of the trip, and for travelling back home from the end point of the trip.

(b) The Consumer is solely responsible for ensuring that he/she presents him/herself at all the meeting points of his/her trip mentioned in the travel documentation provided to him/her by The Company, or mentioned by The Company's staff during the trip. If the Consumer arrives after the departing time stipulated in the travel documentation provided, or stipulated by any other form of communication during the trip to the Consumer, The Company shall not be obliged to carry the Consumer and shall be entitled to treat the trip as having been cancelled by the Consumer.

(c) This Consumer hereby agrees that he/she shall abide by all instructions or directions given by a member of The Company's staff or any crew member of a carrier's craft or vehicle used in connection with the trip and hereby agrees to indemnify The Company against any loss or injury suffered or incurred by any other person as a consequence of the Consumer's failure to act in accordance with any such direction or instruction.

LIABILITY

The Company shall not be liable for any damage caused to the Consumer. The Company shall not be liable for any damage caused by the Consumer by the failure to perform the contract or the improper performance of the contract where the failure or the improper performance is due neither to any fault of The Company nor to that of another supplier of services:

(a) the failures which occur in the performance of the contract are attributable to the Consumer;

(b) such failures are attributable to any third parties unconnected with the provision of the services contracted for, with whom the Consumer makes individual direct arrangements whether as a result of The Company's or its representative's recommendation and are unforeseeable or unavoidable; or

(c) such failures are due to:

i) unusual and unforeseeable circumstances beyond the control of The Company, or other supplier of services the consequences of which could not have been avoided even if all due care had been exercised; or

ii) an event which The Company or the supplier of services, even with all due care could not foresee or forestall. In the case of damage other than death or personal injury or damage caused by defamation or by the wilful misconduct or gross negligence of The Company the amount of compensation which will be paid to the Consumer will be limited to, in the case of an adult an amount equal to the price of the package to the adult concerned and in the case of a minor, an amount equal to the inclusive price of the package to this minor concerned. The Company's liability will not exceed any limitation applicable under any international convention governing or relating to the provision of the service complained of in the place where they are performed or due to be performed.

(d) The Consumer must appreciate that in certain countries services in hotels, hostels and guest houses, and in restaurants cannot be expected to be of the same standard as those in the Consumer's country of origin and the term "reasonable standard" must be interpreted accordingly.

LIMITS ON RESPONSIBILITY

The Company is not responsible for delays, changes, or cancellation costs due to incorrect, incomplete or expired traveler documents. In the event that the Consumer must cancel, delay or reschedule his/her trip due to expired or missing travel documentation, The Consumer is responsible for all associated costs to rectify the situation. If The Consumer is unable to join the trip, The Consumer will not be reimbursed or refunded any amounts as per the cancellation terms listed in this document.

At no point, and under no circumstances, is The Company responsible for payments or costs relating to external services such as flights, accommodations, services, car service, or any other part of travel that was booked and paid for externally to The Company. The Company is not obligated to alter any trip itinerary or suspend a trip's commencement for any reason that prevents The Consumer from joining a trip as planned.

The Company reserves the right to make alterations to trips, itineraries, inclusions, and activities at any time.

Happy travels!