**Beyond Human Stories Journeys Terms and Conditions**

Beyond Human Stories whose administrative offices are at:

Kemp House, 152 City Rd, London, EC1V 2NX

Beyond Human Stories (hereinafter referred to as ‘we’ ‘us’ or ‘our’) offers a number of products and the trading names we use are ‘Journeys’. ‘You, ‘your’ means all persons named in the booking. ***When you send in your Booking Form to Beyond Human Stories, you confirm that you have read, understood, and agreed to our Terms and Conditions as detailed below.***

We require all communication by email to Beyond Human Stories to: talktous@beyondhumanstories.com. As proof of receipt by email of any communications with us, you must receive and retain written acknowledgement from Beyond Human Stories Limited.

**Included in our journeys**

* Transfers to and from the airport, to our hotel or venue
* Meals & soft drinks (as specified)
* Journey leading and facilitation fees
* Transport to temples & ancient sites (as detailed on itinerary)
* Site visits, including entrance fees, and excursions (as detailed on itinerary)

**Excluded from our journeys**

* Flights (international and domestic)
* Accommodation (unless otherwise specified)
* Meals (unless otherwise specified)
* Travel and medical insurance
* Visas
* Any additional visits to sites (not detailed on the itinerary) or optional excursions
* All beverages and items of a personal nature, for example laundry
* If you arrive or depart other than with the group there will be an additional airport transfer fee
* Tips for tour guides and others supplying special services

**Booking and Payment Policy**

Deposit: A non-refundable deposit of 50% is required to secure your place.

\*\*Balance: Subject to the Trip Cancellation Policy clause below, the balance of the Journey cost must be received no less than **60 days** before the departure date. We reserve the right to cancel your place without a refund if you do not pay your balance within **7** days after the due date.

Payment methods: Direct Bank Transfer or payment by Paypal are welcomed (please note there is between a **3.5%** **and 4%** fee to cover Paypal charges dependant on the currency transfer rates).

Please check your confirmation/invoice and all booking documents carefully as soon as you receive them and contact us immediately if you think any details are incorrect. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document **within** **7** 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.

**Passport and visa for British Citizens**

Please ensure that you have valid passports for the duration of your journey. We recommend that it remains valid for up to six months after your return date.

Please ensure that you have obtained the necessary visas and documents for your destination.

**Late Booking**

Any booking received within **60 days** of the departure date must be paid in full at the time of booking.

**Cancellation policy**

* All cancellations must be in writing (by email). As above, as proof of receipt by email of your notification to cancel, you must receive and retain written acknowledgement from Beyond Human Stories Limited.
* Deposits are non-refundable.
* Cancellation up to 90 days prior to departure: Full refund (less 50% deposit).
* Between 90-60 days: 50% refund (less 50% deposit).
* Less than 60 days: No refund.
* No refunds will be issued for unused portions of the trip.

**Trip Cancellation Policy**

\*\*If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep **all sums paid or due** at that date **and for which you will still be liable.** If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges as follows:

Pre-departure date

41-89 days - 10% due of total payment for the booking

29-40 days - 30%

3-28 days - 90%

Within 2 days - 100%

On occasions we may be asked by suppliers to make payment to them earlier than normal. Such request may, for example, be made in order to secure accommodation and other services during periods of peak demand. We shall endeavour to avoid this if we can. However, where we must seek to confirm the arrangements, we reserve the right to ask you to make payment of the requested sum within a stipulated period and prior to the balance due date. Any such early payment will be non-refundable except as set out in this clause.

Due to the exclusive nature of our Journeys, and limited guest places, **no refunds can be given for any reason.** Beyond Human Stories Ltd strongly recommends that you ensure **CANCELLATION COVER** is provided under your personal travel insurance for your journey costs and other associated fees such as flights.

Also due to the exclusivity of the Journey, Beyond Human Stories Ltd **requires a minimum sign up**. If for any reason we do not reach this sign up, Beyond Human Stories Ltd reserves the right to cancel the Journey. In the event of cancellation due to inadequate sign up, full deposits will be returned to guests.

The refund of ALL payments received shall release Beyond Human Stories Ltd from any further liability. Beyond Human Stories Ltd is not responsible or liable for any additional expenses incurred by guests in preparing for the trip, such as non-refundable advance purchase airline tickets, visa and passport fees, equipment or medical costs. In circumstances where Journey cancellations resulting from the inability for a Journey to depart as scheduled, such as and by way of example only include, cancellations due to acts of war and/or terrorism, God, or nature takes place, Beyond Human Stories Ltd is not liable to pay a refund or for compensation with respect to any losses, financial or other.

**Travel & Medical Insurance**

We strongly recommend that you take out your insurances at the time of booking your trip, as cover will commence for pre-departure cancellation from the policy issue date. For your safety and convenience, Beyond Human Stories Ltd requires that you take out adequate travel and medical insurance. **The policy should cover personal accident and sickness, accidental loss of luggage and money, loss of deposit, payment or cancellation fees and expenses due to delays, overseas legal expenses, re-patriation in the event of crisis, accident or illness. You are required to take out insurance for all necessary health cover**. Please see our ‘Your Health’ policy below. If you are undertaking adventurous activities, including trekking on your trip with us, you should also make sure that your policy covers these. Please also read the policy conditions and exclusions.

If you are not a UK resident you will usually need to get insurance in your country of residence.

Please let us know in writing by email who your insurance company is and your policy number quoting your booking reference.

**Our financial insurances**

We hold Public Liability and Professional Indemnity insurances with Westminster Indemnity Ltd.

We will endeavour to deal swiftly and fairly with any issues our customers may raise. In the unlikely event that a dispute between Beyond Human Stories and a customer cannot be settled amicably, a low-cost independent dispute settlement service may be called upon by either side to bring the matter to a speedy and acceptable conclusion.

**Your Health**

Please see your GP or a travel clinic before booking your trip and before travelling to make sure that you have taken all the necessary health precautions and which include advice on how to lessen the risk of deep vein thrombosis (DVT). We recommend that you make this visit 6 weeks before departure. You should check advice about immunisations and malaria as well as any Foreign Office advice and the latest health news.

**Please advise us before your booking** if you have any disability or pre-existing medical condition which may affect your holiday or any special requirements as a result of any disability or medical condition so that we can assist you in considering the suitability of the arrangements and/or making the booking.

You should advise us in writing by email at the time of the booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed. The nature of some of our destinations means that in the majority of cases they are unsuitable for those who are wheelchair-bound or have a lack of mobility. We can discuss an alternative tailor-made itinerary for you.

We are unable to offer additional assistance to travellers and guests with limited mobility and all such assistance will need to be provided by whomever the traveller is travelling with. We may request a letter from your doctor confirming your fitness to travel and take part in our arrangements otherwise we must accept that you are sufficiently fit to do so and in the event of any difficulties or problems you encounter or experience with us which relates to your condition, we cannot be held liable for damages or financial loss.

Your itinerary may include high altitude tours. If you suffer from circulation, heart or respiratory problems, we advise that you consult with your doctor before confirming your booking.

Each country has its own regulations and enforcement levels for health and safety standards. We recommend that you use good common sense to make your own checks such as of water depth in swimming pools and fire exits as well as drinking water from bottles where appropriate.

**Changes to Itinerary**

Beyond Human Stories Ltd reserves the right to change the itinerary, workshops or other services, described in the Journey or arrangements. **Where significant changes** are likely to include a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, we will tell you as soon as possible. You have the right to cancel by email within 24 hours of that notification to you when you will receive a full refund of your fee paid to us, where it is prior to the date of departure. We shall not offer compensation for any other reason unless we receive a refund from the supplier. We are not obliged to seek a refund from the supplier. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel.

In the unlikely event that we become unable to provide a significant proportion of the services you have booked after you depart, we will make alternative arrangements for you at no extra charge or, if this is impossible, or you do not accept these alternative arrangements for a good reason, we will provide you with transport back to the point where your journey arrangements with us commenced. If we are forced by force majeure to change or terminate your journey after arrival with us as a guest but before the scheduled end of your time away, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers and we are not obliged to seek a refund), pay you any compensation or meet any costs or expenses you incur as a result except as we outline above.

Except as set out in these terms and conditions we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss or damage as a result of circumstances amounting to force majeure. Force majeure means any event or circumstances which we or the supplier of the service in question could not foresee or avoid even with all due care. Such events and circumstances may include, whether actual or threatened, war, insurrection, riots, strikes, civil action, decisions, by governments or governing authority, technical or maintenance problems with transport, change of schedules or operational decisions of air-carriers, terrorist activity, industrial action, natural or nuclear activity, epidemics/pandemics, adverse weather conditions, fire and all similar events outside our control.

**Cost Increase**

In exceptional circumstances, it may be necessary to increase the Journey or arraignment costs. This may be due to currency fluctuations, fuel costs, transport costs, in-country services, or developments beyond our control. Although we will do everything possible to avoid any increases, it may be unavoidable. Beyond Human Stories Ltd reserves the right to adjust Journey or arrangement costs charged to you and any increase shall not be grounds for refund of all, or part of, any payment made for a Journey. ***Once you make your booking you accept this provision as part of the Terms and Conditions.***

**Personal Responsibility**

You undertake to behave with propriety and in such a manner as in no way causes or is likely to cause distress, danger or annoyance to other clients and/or any third party or damage to property. If in the view of ourselves, our employees, agents or suppliers you are in breach of this clause, we reserve the right to terminate your contract and neither we nor the providers of any of the services in question will have any further contractual obligations to you either in respect of covering any expenses, paying any compensation or refunds or arranging for your return home.

Beyond Human Stories Ltd is not responsible for any physical, mental, emotional, or other reaction, trauma, or ailment during the Journey or occurring afterwards, that participants may experience on journeys, at the sites or arrangements or from any sessions of any kind, including private sessions. Beyond Human Stories Ltd reserves the right to decline to accept any person, or terminate any person’s participation in the Journey at our own discretion at any time during the course of the Journey. ***Attendance on the Journey or as a guest as part of our arrangements indicates acceptance of this responsibility clause.***

**Independent Suppliers**

Beyond Human Stories Ltd shall in no part be held liable for any acts, omissions, failures or defaults on the part of the persons or companies who, at the request of Beyond Human Stories Ltd, provide transport, or similar services or tours or sessions or arrangements. Beyond Human Stories Ltd does not own or manage any transportation vehicles, or any other supplier thereof.

We operate with trusted tour operator partners in the local areas to which our journeys run. Beyond Human Stories it not itself a tour operator.

**Intellectual Property**

Any and all Beyond Human Stories Ltd materials made or developed by Beyond Human Stories Ltd in connection with the provision of the Journeys shall be and remain the exclusive property of Beyond Human Stories Ltd.

**Confidentiality**

Beyond Human Stories Ltd will not at any time during the provision of our Journeys and for a period of two years after the termination of the trip disclose to any person any confidential information disclosed during the journey concerning the business and/or affairs of any of its participants. In order to make your travel arrangements we will need to pass your details to companies and individuals outside the EU where less stringent data protection controls maybe in place. We will not pass on your details to third parties for any other purposes.

**Complaints**

Should you have any complaints about any aspect of your journey arrangements, you must inform us immediately and the supplier of the arrangements concerned. Problems can most easily be dealt with on the spot. Please note, if you do not report a problem or complaint which, if it has been reported at the time it occurred could have been resolved there and then, we cannot accept any liability in respect of that problem or complaint.

Where you are travelling in the developing world, you are expected to use good common sense when things go wrong. If you experience any difficulties, contact us in the UK on our emergency telephone service of

+44 7876504399. In the unlikely event that an acceptable solution cannot be found, you should then write to us within 14 days of your return with full details of your complaint. If you fail to follow this complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result.

Where we cannot reach amicable resolution to any dispute you do have the right to refer the dispute to any Association of Independent Mediation Services which operates an independent Dispute Service (details of independent operators we have on our list are available on request) for resolution of the dispute by a mediator provided the claim does not involve personal accident, injury or illness.

**Special Dietary Requirements**

Special diets should be requested on the booking form. Guests should note that it may be unrealistic to expect special diets to be catered for in some of the destinations we feature.

**Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with English law and the parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or a claim that arises out of or in connection with this Agreement or its subject matter or formation. Initially we both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your journey, will be dealt with by the Westminster Indemnity Ltd Arbitration Scheme – see clause headed ‘Our Financial insurances’.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £150 per person affected as you are assumed to have taken out adequate insurance at the time of booking.