

# Terms and Conditions

The Kenya Experience and Training Focus Camps are trading names of Running Trips Ltd. Your contract is with Running Trips Ltd a company registered in England and Wales with Company Number 11427509. Its registered office is The Point, Granite Way, Mountsorrel, Loughborough, Leicestershire, LE12 7TZ.

Your contract incorporates these Booking Conditions and by making a booking with us you confirm your acceptance of these Booking Conditions.

## A. Booking and Payment

### 1. Your Reservation

- 1.1. When you make a booking and pay your deposit or full payment (as applicable), we will reserve your trip on the basis of these Booking Conditions. Your booking will be taken as confirmed in respect of all persons named on your booking and a binding contract between us will come into existence only when we send our Confirmation Invoice to you. Prior to doing so, you may receive a provisional confirmation that your booking has been received. Any such provisional confirmation simply indicates that we are dealing with your booking request and is not a confirmation of it. We will usually be able to issue a Confirmation Invoice within 14 days of receipt of your booking. Please contact us if for whatever reason you have not received a Confirmation Invoice within 14 days of receipt of your booking. We reserve the right to refuse a booking without giving any reason and in such circumstances will return any monies paid at the time of booking.
- 1.2. Please check your Confirmation Invoice together with all other documents we send you as soon as you receive them. Contact us immediately if any information which appears on the Confirmation Invoice or elsewhere appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any responsibility if we are not notified of any inaccuracies in any document within ten days of our sending it out. Whilst we will do our best to rectify any inaccuracies notified outside these time limits, you will be responsible for any costs and expenses involved in doing so.
- 1.3. Any contract for a group booking is with the "Lead Name" and the Lead Name is responsible for ensuring that other members of his/her group are aware of these Booking Conditions and that they consent to him/her acting on their behalf in dealings with us.

## 2. Our Price Policy and Payment Terms

- 2.1. We reserve the right to alter prices shown in any of our marketing literature or on our website and we will inform you of any price changes prior to the issue of our Confirmation Invoice. Once our Confirmation Invoice has been issued then, save in the case of manifest error, any price changes may only be made in accordance with the remaining provisions of these Booking Conditions.
- 2.2. In order to secure your place on a trip, you are required to pay a deposit which will vary depending on the trip that you wish to book. Please note that your booking is not confirmed until we receive your deposit payment. The final balance payment for your trip is due 30 days prior to departure. If your balance payment is not received by the due date, we reserve the right to cancel your booking and retain any deposit amount that you have paid.
- 2.3. Payments can be made by bank transfer, or credit/debit card via a secure 3rd party payment system. We do not store credit card details nor do we share such details with any third parties. Any such payments are made subject to the terms and conditions of the secure payment system provider. If you would like to pay by bank transfer, you must pay any fees associated with the transaction in addition to the amount due.

## B. Changes and Cancellation by us

### 1. If we Change your Trip Arrangements Before Departure

- 1.1. We hope and expect to be able to provide you with all the services we have confirmed to you in our Confirmation Invoice. We plan arrangements a long time in advance of trips commencing using independent suppliers such as hotels, over whom we have no direct control. On occasions changes do have to be made, and we reserve the right to make these. Most of these changes are minor and, in particular, we will normally regard changes to itineraries and accommodation suppliers, to be minor changes. However, if we consider any changes to be a “Significant Change” we will endeavor to advise you as soon as reasonably possible. A Significant Change includes, purely by way of example, a change of accommodation to that of a lower category and/or price or a significant change of destination.
- 1.2. In the case of a Significant Change before your departure we will provide you with three alternatives:
  - 1.2.1. alternative trip of equivalent or similar standard and price, if available,  
or
  - 1.2.2. alternative trip of a lower price together with a refund of the difference;  
or
  - 1.2.3. cancel your trip with a full refund of all monies paid.

In all 3 cases, compensation will be paid as detailed in clause D below unless the change occurs as a result of circumstances beyond our control where clause H1 will apply.

## 2. If we Cancel your Trip

2.1. In the unlikely event we need to cancel your trip we will tell you as soon as possible. However we will not cancel your trip less than 30 days before the start date unless it is for a reason outside our control as provided in clause H1. If we have to cancel your trip we will provide you with three alternatives:

2.1.1. alternative trip of equivalent or of very closely similar standard and price, if available, or

2.1.2. alternative trip of a lower standard together with a refund of the difference in price; or

2.1.3. cancel your trip with a full refund of all monies paid.

In all 3 cases, compensation will be paid as detailed in clause D below unless the change occurs as a result of circumstances beyond our control (in which case clause H1 will apply) or we cancel as a result of your failure to pay your deposit or the balance or any other sum when due or where clause B2.2 applies.

2.2. We regret that some trips shown on our website or in our marketing literature can only be operated if a sufficient number of people book them. The camp status can be seen on the website. If there is insufficient demand, we have the right to cancel the trip in question. If we have to do so, we will tell you as soon as possible and normally no later than 8 weeks prior to the start date. In this situation, you will then have the choice of having a full refund of all monies paid or, if possible, the same trip starting on a different date. Where we cancel for lack of numbers in accordance with this clause B2.2, no compensation or other amounts (for example, the cost of any travel arrangements you have made independently) will be payable.

## 3. Changes During to Trip

3.1. There may be changes to the itinerary during your trip and we require a degree of flexibility on your part. Some activities are dependent on weather conditions and guest speakers. In the circumstances changes or cancellations can be made at the last minute. Our guides will inform you of the change as quickly as possible and alternative arrangements that have been made.

## C. Changes and Cancellation by you

### 1. If you Change your Booking

- 1.1. If you want to change your trip arrangements in any way you must inform us in writing as soon as possible. We will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time.
- 1.2. Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made. In addition, we will have to charge you for any further costs we incur, for example with our suppliers, in making any change.
- 1.3. Any booking discount you may have received at the time your original booking was made may be altered or reduced whenever changes are made if such discount has since been altered, reduced or withdrawn.

### 2. If you Cancel your Booking

- 2.1. If you wish to cancel all or part of your booking, you must write to us. If some or all of your party cancel their booking we are entitled to treat your booking as cancelled in accordance with these Booking Conditions. We will levy a cancellation charge on the scale shown in the table set out in clause D. These charges are based on the estimated cost of cancelling your arrangements and the expenses and losses we are likely to suffer if we cannot resell your place on the trip.
- 2.2. If you or anyone included within your booking is unable to go for any reason or decides that he/she does not want to travel, you may be able to transfer the whole booking or the place on the booking of the person(s) concerned to someone else/other people suggested by you and acceptable to us subject to the following:
  - 2.2.1. You must write to us with full details of who cannot or does not want to take part in the trip and who you would like to go instead. We must receive this information at least 30 days before the trip starts.
  - 2.2.2. If the change can be made, you may have to pay an amendment fee with any extra costs we incur or are asked to pay in order to make the change with suppliers. This is mainly for trips that include race entry.
  - 2.2.3. Anyone who takes part in a trip in place of anyone who was originally due to take part must agree to these Booking Conditions and any other requirements which apply to the booking before the change can be finalised. If the full cost of the trip should already have been paid when the change is requested but has not been, this must also be paid before the change can be finalised.

2.2.4. We may be unable to transfer the booking if the sex of the replacement is not the same as the original person on the booking due to the fact that we often used shared accommodation.

## D. Charges and Compensation

The following table sets out the sums payable to us or you in the event of Significant Changes or cancellation. These sums are not payable where we have to make a Significant Change or cancel your travel arrangements as a result of:-

- a. matters outside of our control when clause H1 shall apply or
- b. where your booking was accepted 'subject to availability' or similar and the travel arrangements are not available or clause B2.2 applies

<b>Period before start date of trip in which notice of cancellation or Significant Change is received</b>	<b>Amount you will receive from us if we make a Significant Change and you wish to cancel as a result</b>	<b>Cancellation Charge if you cancel</b>
Cancellation 30 days or more prior to start date of package	We will return all monies paid or you can transfer your booking to another trip.	Retention of the Deposit. This can be used against a booking on any future trip and is valid for a period of 12 months. All other monies paid will be refunded using the original payment method.
Cancellation less than 30 days prior to start date of package.	We will return all monies paid or you can transfer your booking to another trip.	25% of total price for each person in the group who cancels.
Cancellation less than 14 days prior to start date of package.	We will return all monies paid or you can transfer your booking to another trip.	75% of total price for each person in the group who cancels.
Cancellation less than 7 days prior to start date of package.	We will return all monies paid or you can transfer your booking to another trip.	100% of total price for each person in the group who cancels.

**NOTE:**

'Total price' means the total price payable by each person for the arrangements excluding any fees payable for any changes made by you to your booking

The above policy does not apply to our race events. In these cases, your deposit payment is non-refundable, non-transferable and will be retained by Running Trips Ltd to cover race entry for each person in the group who cancels.

## **E. Limitation of our Liability to you**

1. We will not be liable where any failure in the performance of the contract is due to:
  - 1.1. you; or
  - 1.2. a third party unconnected with the provision of the trip arrangements and where the failure is unforeseeable or unavoidable; or
  - 1.3. unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.
2. Our liability, except in cases involving death or personal injury, shall be limited to a maximum of 2 times the cost payable to us for your trip.
3. Should you or any member of your party suffer illness, personal injury or death attributable to a third party unconnected with the provision of our services, or as a result of failures due to circumstances beyond our control, we will offer you such advice, guidance and assistance as is reasonable in the circumstances.
4. Our liability will also be limited in accordance with and/or in an identical manner to:
  - 4.1. the contractual terms of the companies that provide the transportation or accommodation or other services for your trip which are incorporated into and form part of your contract with us; and
  - 4.2. any relevant international convention, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage which are incorporated into and form part of your contract with us and we are to be regarded as having all the benefit of any limitation of compensation contained in these or any other such conventions.
5. Unless otherwise expressly indicated by us in writing, excursions or other tours that you may choose to book or pay for whilst you are on the trip are not part of the trip arrangements provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

6. The provisions of clauses E1 to E5 inclusive are in addition to any other limitation of liability contained in these Booking Conditions
7. Nothing in these Booking Conditions affect any statutory rights that you may have under the relevant jurisdiction applicable pursuant to clause H5

## **F. Your Responsibilities**

### **1. Special Requests**

- 1.1. If you have a special request, we will do our best to help, but we cannot guarantee it. Please advise us of your request at the time of booking and make sure that we are given as much detail as possible. If your special request is vital to your trip, it must be specifically agreed with us before or at the time you book. General confirmation that a special request has been noted or passed on to the supplier or the inclusion of a special request on your Confirmation Invoice or on the acknowledgement of your booking or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed in writing all special requests are subject to availability. If any additional cost is applicable, it will either be invoiced to you prior to your trip commencing or should be paid for locally.

### **2. Your Documentation**

- 2.1. You are responsible for ensuring that you and all other persons included in the booking satisfy all passport, visa, travel insurance and health certificate requirements and we accept no responsibility for any refusal of travel or entry into any destination or for any liabilities, losses, delays or expenses incurred through any irregularity in such documentation. In particular many countries require that your passport is valid for at least 6 months beyond the date of travel. If you have any queries with regard to documentation and insurance requirements you must raise them with us well in advance of travel commencing.
- 2.2. You are responsible for ensuring that all details passed to us for all members of your party for the purposes of your booking and documentation generally are complete and accurate. If information that you supply to us is inaccurate then you may not be allowed to take part in the trip and you will not be entitled to any compensation.
- 2.3. We will send out final details of your trip a few weeks before the start date. Please ensure that you contact us if you have not received a final itinerary and other necessary documentation 21 days before the trip commences.

### 3. Health & Fitness Precautions

- 3.1. All of our trips require a certain degree of physical fitness. Whilst we endeavor to give guidance as to the likely levels of fitness and experience required, it is only guidance and it is your responsibility to ensure that you have the levels of fitness and experience required for any particular trip that you book. If you are in any doubt please consult your doctor. We, and those retained by us to supervise any trips, have an absolute right at any time (even after a trip has commenced) to prevent you from undertaking any particular part of the trip or the whole trip if we reasonably believe that you do not possess the necessary levels of fitness and experience. In such circumstances we shall not be liable for any losses or compensation arising.
- 3.2. You must provide us with full details of any existing medical or physical problem or disability that may apply to any member of your group and which affect your arrangements (including, in particular, any accommodation requirements or difficulties that may be encountered in accessing buildings) at the time of booking. If in our reasonable opinion, your chosen arrangements are not suitable for the medical or physical problem or disability or you are not travelling with someone who can provide all assistance that may be required, we have the right to refuse to accept the booking or you may not be able to participate in certain parts of a trip, in which event we shall not be liable for any losses or compensation arising.
- 3.3. If you do not give us full details of any medical or physical problem or disability at the time of booking and/or promptly inform us of any adverse change to or a new medical or physical problem or disability that arises after booking, then we can also cancel the booking when we find out the full details if in our reasonable opinion the arrangements are not suitable in the circumstances. If we cancel in this situation, cancellation charges as set out in clause D must be paid by the person concerned.
- 3.4. We will need full details from you of your travel insurance and any illness, medication currently being taken, known medical conditions and allergies. This information must be supplied at the time of booking (if the trip commences less than 12 weeks after the date of booking and in any other event must be supplied to us at least 10 weeks prior to the trip commencing. This information is required purely to assist in the case of an emergency and will otherwise be kept strictly confidential.

### 4. Insurance

- 4.1. We consider comprehensive travel insurance to be essential when traveling internationally and you must have such insurance to cover, in particular, illness, accident, emergency repatriation, cancellation, lost luggage and delays. We require you to produce evidence of such insurance being in place on the first day of the trip and reserve the right to treat your booking



as cancelled in the event of you failing to provide such evidence and you will have to pay full cancellation charges (see clause D). Travel insurance is widely available and insurance providers will have a policy available for you to purchase. Please read your policy details carefully and take them away with you. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

## 5. Behaviour

5.1. You must be responsible for the behaviour of yourself and your party. In particular we require that all our customers abide by any event rules or other codes of conduct (which will be forwarded to you with your Confirmation Invoice or, if not, prior to the trip commencing) and any other regulations that we may reasonably have in force in respect of the event in question and all instructions given by those supervising any event. We can refuse to accept you as a customer or refuse to continue dealing with you and/or any other member of your group by terminating your trip if behaviour is or is likely to be, in our reasonable opinion, or in the reasonable opinion of any our suppliers, or other person in authority, disruptive, upsetting or dangerous to yourself or anyone else. We will not pay any refund, compensation or other sum whatsoever or any costs or expenses incurred by you if we have to terminate your trip due to such unacceptable behaviour or any failure to follow regulations or instructions. In this situation we will then have no further responsibility for you or any other member of your party.

## 6. Getting to the Trip Start Point

6.1. It is your responsibility to get to the start point at the correct time.

## G. If you have a Complaint

1. If you have cause for complaint whilst on our trips, you must bring it to our attention immediately. We will do our best to rectify the situation. If your complaint is not resolved immediately, please follow this up within 28 days of your return home by writing to us giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

## H. Miscellaneous

### 1. Changes due to Circumstances Beyond our Control

1.1. We will not be liable to pay any compensation if we are forced to cancel or in any way change your trip arrangements as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care. These include bad weather, unavoidable technical problems with transport or accommodation, war or threat of war, civil strife, industrial disputes, natural disaster, epidemic or terrorist activity.

### 2. Data Protection

2.1. Information about you and members of your party, including your names, contact details and any special needs, disabilities or dietary requirements is collected by us when you request information or make a booking with us. We may disclose this information to our service providers (who may be located outside the UK/EEA) for the purpose of providing you with your trip arrangements. Only information necessary for this purpose will be disclosed to them. Some information, for example relating to your health, may be "sensitive personal data". We need this information to cater for your needs, but it is collected on condition that we have your positive consent. If you do not agree to our use of your information, we cannot accept your booking. By making a booking with us, you agree to allow your insurers, their agents and medical staff to disclose relevant information to us in circumstances where we may need to act in the interests of you or anyone else in the group. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information which we hold about you. You will be charged a fee for this. Any request should be addressed to Running Trips Ltd, The Point, Granite Way, Mountsorrel, Loughborough, Leicestershire, LE12 7TZ.

### 3. Photography and Comments

3.1. We may take photographs of you during your trip and may use such photographs on our website, social media accounts or for our own marketing purposes. Likewise, if you supply any photographs or written comments to us about our trips, we may occasionally use them on our website or for other marketing purposes. Please write to us if you would prefer that we do not use any such photographs or comments.

## 4. Jurisdiction/Governing Law

4.1. We both agree that any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection with your booking or travel must be brought in the Courts of England and Wales only (unless you are a resident of Scotland or Northern Ireland in which case any proceedings must be brought in either the Courts of your own country or those of England and Wales). We both also agree that English law (and no other) will apply to your contract (unless proceedings are brought in Scotland or Northern Ireland, in which case Scottish or Northern Irish law, as applicable, will apply instead). If this provision is not acceptable to you, you must tell us at the time of booking.

## 5. Personal Information and Communication

5.1. Generally much of our communication with you is by email and this applies particularly in respect of confirmations or itineraries and changes and subsequent information that needs to be sent to you. It is your responsibility to retain copies of all communications that you receive from us electronically relating to your trip and contact us if you have not received our Confirmation Invoice within 2 weeks of making your booking or final trip details at least 2 weeks prior to commencement. We cannot be responsible for any losses arising from a failure by you to receive email communications on account of technical problems, traffic congestion on the Internet or on any website, problems with or technical malfunction of any telephone network or lines, computer equipment, software, systems, servers or providers.

## 6. Total Payment Protection (topp) Policy cover

6.1. In compliance with The Package Travel and Linked Travel Arrangements Regulations 2018, an insurance policy has been arranged with Travel & General Insurance Services Limited (t&g), to protect customers' prepayments in the unlikely event of our financial failure, and paid in respect of:

- non-flight inclusive packages commencing and returning to the UK
- the ground handling aspects of packages where the customer is responsible for arranging travel to the destination offered on this website (subject to the terms of the insurance policy),

for:

- a refund of such prepayments if customers have not yet travelled, or
- making arrangements to enable the holiday to continue if customers have already travelled

Customers' prepayments are protected by a topp policy.

In the unlikely event of financial failure please contact the claims helpline on 0870 0137 965. A copy of the policy is available on request.

This policy is provided by Travel & General Insurance Services Limited (t&g), registered number 02527363 and underwritten by Hiscox Insurance Company Limited (Hiscox), registered number 00070234. t&g and Hiscox are authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (number 113849)