

## THE DRAGON TRIP PTE LTD Terms and Conditions

YOUR CONTRACT IS WITH THE DRAGON TRIP PTE LTD - UK company number 7578980 (together with its subsidiaries and affiliates, hereinafter known as “The Dragon Trip”, “Dragon Trip” or “we”).

### Your Tour Contract

When you make a booking, you represent, warrant and guarantee that you have the authority to accept and do accept on behalf of your party and all individuals in your party of these terms and conditions. The term “you” used herein shall refer to you as well as each individual member of your party. A booking is confirmed once you make payment for a product provided by The Dragon Trip. Payment shall be made directly to The Dragon Trip or to one of The Dragon Trip’s regional bank accounts or payment facilities. Each booking is subject to these terms and conditions, which are governed by English Law and are subject to the jurisdiction of the English Courts. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland, if you wish to do so.

### Your Financial Protection

In compliance with the UK Package Travel, Package Holidays and Package Tours Regulations 1992 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 in this brochure/literature/document/ on the 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

### Your Prepayments are Protected by a Topp Policy

In the unlikely event of financial failure please contact the claims helpline on (+44) 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).

### Your Holiday Price

We reserve the right to alter the prices of any of the holidays shown in any of our marketing materials. You will be advised of the current price of the holiday that you wish to book before

#### London

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your booking is confirmed. Prices shown in our website or provided to you via written communication regarding estimated pricing of optional activities, independent activities, and any other activities are for budget estimation purposes only and are subject to change based on the discretion of our local activity suppliers. To confirm your booking, you must pay a deposit as outlined in your payment terms sent to you by a Dragon Trip representative. The payment for the balance of the price of your travel arrangements must be paid according to the payment terms in your booking contract, or as emailed to you by a Dragon Trip representative. If the deposit and/or balance is not paid according to this schedule, The Dragon Trip retains the right to cancel your travel arrangements. If this occurs, you shall forfeit all rights and The Dragon Trip will retain your deposit and any other payments which have already been made.

### **If you Change Your Booking**

We are not obliged to accept any change of departure date, or any other changes to your booking once we have received your deposit and confirmed your booking.

### **The Company you Book With**

All passengers and groups booking with The Dragon Trip book through The Dragon Trip's UK company, company number 7578980 (the "UK company" or "our UK company"). Please note this company does have a variety of payment methods in various regions and in various currencies, so even if paying in currencies other than British Pounds, and to accounts outside of UK, you are still booking with our UK company. Please note, The Dragon Trip group does have a number of other companies and such companies also include The Dragon Trip in their names (the "regional companies"). The regional companies perform regional sales and marketing services for the group, but all passengers and group bookings book through our UK company and not through our regional companies, even if staff from these companies have assisted you during the booking process. Regardless of where in the world you book from, your booking will be directly with our UK company.

### **We Reserve the Right to Ask you to Leave a Dragon Trip**

The Dragon Trip reserves the right to terminate your booking at any point without refund should you or a member of your party's behavior be deemed by an Adventure Leader or manager of The Dragon Trip as:

- Offensive or threatening;
- In contravention of local laws; or
- In breach of our terms and conditions.

### **If You Cancel Your Holiday**

All deposits are non-refundable. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to claim these charges back directly with your insurance provider. If your booking is part of a group booking, then you may request to pass

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your place to another new person signing up for the trip. The Dragon Trip reserves the right to accept or deny this. Name changes may incur charges.

## Group Bookings

The person who has communicated with The Dragon Trip regarding a tour booking for a group of people will be deemed as the party leader (sometimes referred to as lead passenger).

If a person or institution receives payment from individual passengers and then makes group payments to The Dragon Trip, then the booking will be a group booking. In this instance, the Dragon Trip is only entering an agreement with the institution or person who arranged the group booking and signs the group booking contract, and is not entering an agreement with individual passengers within that group. The party leader represents, warrants and guarantees that all passengers in his or her group have read and agreed to these terms and conditions. In the event of any claim arising from an individual passenger in the group, the passenger involved must submit any complaint or claim to the institution or person they made payments to, as The Dragon Trip has no direct relationship with the individual. The institution or person who does have a direct relationship with The Dragon Trip can then submit a complaint, claim or counter claim against The Dragon Trip should they deem this appropriate.

Occasionally a group booking will have individual passengers pay The Dragon Trip directly, in which case the individual passengers will enter an agreement with The Dragon Trip directly. The party leader is still expected to distribute these terms and conditions to all passengers in the group, and assist with party leader responsibilities outlined below.

The party leader is responsible for the following:

- Distribute a copy of these terms and conditions to each passenger and ensure that all passengers in your group have reviewed and agreed to these terms and conditions
- At least sixteen (16) weeks prior to your trip departure (or earlier if requested by The Dragon Trip), you must inform us of the following information for all passengers:
  - Full names as they appear in passports
  - Position in group (e.g. Student/Teacher/Leader)
  - Gender
  - Passport Numbers, place of issue and expiry dates
  - Country residence and Citizenship
  - Dietary requirements
  - Pre-existing medical conditions, allergies and behavioral issues.
- Ensure all passengers in your group have adequate travel insurance, as per the section of this document entitled "Insurance" prior to the departure date of your trip.
- Ensure all passengers in your group have the correct visa and permission to travel, as per the section of this document entitled "Passport, Visa and Immigration Requirements" prior to the departure date of your trip
- Ensure all passengers in your group are aware that The Dragon Trip is not medically licensed to advise on required vaccinations and other medical issues on your trip with us so they should seek advice from a travel health expert. More information can be found in the section of this document entitled "Immunizations and Health Precautions Prior to Travel".
- Explain to all members of your group The Dragon Trip's use of photos and quotes, and

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inform The Dragon Trip should any passenger in your group not wish to be included in our marketing materials.

On some occasions, an institution or school will pay a deposit for a group, and then individual passengers will pay subsequent installments to The Dragon Trip. The individual passenger only enters into a direct agreement with The Dragon Trip after they have paid funds directly to The Dragon Trip, and up until that point, the booking is still treated as a group booking and the institution or person who arranged payment of the deposit is still the only party with whom The Dragon Trip has a direct relationship.

### **Individual and Group Bookings with The Dragon Trip**

Please inform The Dragon Trip of any pre-existing medical conditions at least fourteen (14) days prior to your trip start date and, in the case of group bookings, at least sixty (60) days prior to your trip start date. We aim to stay informed about your specific medical needs, but you retain responsibility for your own medical needs and conditions.

All passengers must email to [info@thedragontrip.com](mailto:info@thedragontrip.com) a scan of your passport at least thirty (30) days prior to your departure. Without this, we cannot book your train tickets and other accommodations, and you will be unable to travel with us. No refund will be offered in this situation.

Although we often organize educational group tours for persons under the age of 18, The Dragon Trip will also occasionally allow persons under the age of 18 to join an adventure tour or group budget tour. The decision on whether someone under the age of 18 shall be allowed to join such a tour is at the discretion of The Dragon Trip. If the person is aged 15 years or younger, they must be accompanied by a parent or legal guardian. All persons under the age of 18 joining the trip accepts that they are joining a trip which has been designed for adults, and therefore safety precautions undertaken by the Dragon Trip may not meet usual requirements for taking persons under than the age of 18 on an organised tour. The Dragon Trip will not be held liable for situations which arise as a result of this. All persons under than the age of 18 joining the trip agree that they will not consume alcohol whilst on The Dragon Trip.

The Dragon Trip is not liable in any way for any medical situation or emergency, arising as a result of medical conditions, except solely to the extent such liability is required or adjudicated under English law. If after booking, and prior to departure, we feel unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline the booking or, if full details are not given at the time of booking, cancel when we become aware of these details. Please note, in case of a group booking, you may inform your party leader of such conditions, and request that they pass this information on to The Dragon Trip. However, if the party leader fails to pass this information on to us, The Dragon Trip will not be liable in any way regardless of the ensuing result.

In the event that there are political protests, disturbances or any situation that could be construed to be unlawful in any way, you agree that you will not remain in the area, provoke, film or participate in the situation. The failure to follow these guidelines will be treated as an illegal act and we reserve the right to therefore terminate your trip immediately.

On a number of The Dragon Trip tours (but not all tours, please check your itinerary), excursions may include alcohol and alcohol may be consumed. It is entirely your responsibility

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to consume alcohol responsibly, and if you are under the legal drinking age, it is your responsibility to abide by local laws, rules and regulations as well as all laws, rules and regulations applicable to you and not consume alcohol. Usually, school or university groups will have a zero tolerance policy towards consumption of alcohol.

The Dragon Trip has a zero-tolerance policy towards the purchase, consumption or resale of illegal drugs and substances. If a Dragon Trip Adventure Leader or manager is aware of your participation in the purchase, consumption or resale of any illegal drugs or substances, he or she will be legally obliged to inform the police. Drugs offences in regions where tours operate may carry the death penalty.

If during your trip you have incurred extra charges for which you must reimburse The Dragon Trip, you will make such payments to The Dragon Trip's bank account or to your Adventure Leader within three (3) days of being notified of such payment requirement(s). Examples include fees to pay for avoidable damage to hostel property, fees paid for you to catch up with the group if you miss a train (if due to your own fault), if you lose a train ticket after we have handed it to you or if an Adventure Leader helps buy medicine or pay hospital fees on your behalf.

The Dragon Trip may use photos of you, quotes taken from you during the feedback session, and the contents of emails you send us for the purposes of The Dragon Trip marketing, including use for social media. If you do not give permission for this, please let us know by email prior to departure.

## Swimming

Certain Dragon Trip tours will include opportunities to swim in swimming pools, rivers, the sea and lakes. Dragon Trip Adventure Leaders are not trained life guards, so all water-related activities are undertaken at your own risk, and The Dragon Trip cannot accept liability for any swimming accidents which may occur.

## Great Wall Excursions (China)

The Dragon Trip may bring you to an unrestored sections of The Great Wall of China at which the camp site that The Dragon Trip uses has been deemed by local authorities as safe barring any unforeseen circumstances including but not limited to instances of 'force majeure.' Your safety while camping or hiking on The Great Wall is your sole responsibility and The Dragon Trip cannot be held liable in any way for your safety.

## Winter Sports

Certain Dragon Trip tours will include opportunities to ski, sled, snowboard, horse-sled and other winter sports activities. Dragon Trip Adventure Leaders are not trained in these sports and all activities are undertaken at your own risk. This means that said activities should be covered by your travel and medical insurance. The Dragon Trip cannot accept liability for any winter sports related accidents that may occur. To the extent you engage with a winter sport instructor or instructors on your tour, such instructor or instructors are not Dragon Trip staff and The Dragon Trip cannot accept any liability for accidents arising from, as a result of or in connection with the any actions of the instructor.

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## Transportation

It is common and accepted practice for transport methods employed on our trips to run with delays, or to run below operational standards that would be regarded as standard or normal in Western Europe or North America. We cannot accept any claim of any nature which relates to any failure of transport operators to conform either to timetables supplied by us or to their own timetables or arises from issues with operational standards by transport operators whose services form part of our itineraries (whether original or amended).

## If We Change or Cancel Your Holiday

We may make changes to your tour and we reserve the right to do so at any time. We will strive to keep changes minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstance to cancel your travel arrangements thirty (30) days or more in advance from the scheduled trip departure date. For example, The Dragon Trip may cancel your booking if the minimum number of passengers required for a particular tour has not been reached. We will not cancel your travel arrangements less than thirty (30) days before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available. We will refund any price difference if the alternative is of a lower value. If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure.

In the case of the death or major injury of you or one of the members of your group, The Dragon Trip reserves the right to make a decision regarding the continuation or termination your trip. Should your trip be terminated due to such an event, The Dragon Trip will provide a refund for the portion of the trip that is missed.

## Promotions and offers

The Dragon Trip reserves the right to alter or discontinue any promotions or special offers at any point up until the deposit for a trip has been received in accordance with The Dragon Trip's policies and as set forth in written communications to you. Any promotional offers only apply to new bookings. A booking is deemed to be a new booking only if we or a third-party travel agent have not already received a deposit for such booking.

## If You Have a Complaint

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hostel, your activity provider, your transportation) and your Dragon Trip Adventure Leader immediately. If your complaint is not resolved locally, please follow this up within twenty (28) days after your tour end date by writing an email to [info@thedragontrip.com](mailto:info@thedragontrip.com) with your booking reference number, name, and the specifics of your complaint. If you fail to follow this procedure, we will have been deprived of the opportunity to investigate and rectify your

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complaint and this may affect your rights under this contract.

### **Our Liability to You**

If the contract we have with you is not performed or is improperly performed by us or our suppliers, we will pay you appropriate compensation as determined in our sole discretion. We will not be liable where any failure in the performance of the contract arises as a result of or in connection with actions or a failure to act by (i) you or (ii) a third party unconnected with the provision of the travel arrangements, or where the failure is (i) unforeseeable or unavoidable; (ii) 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 (iii) an event which we or our suppliers, even with all due care, could not foresee or forestall. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of the lesser of (i) two (2) times the cost of your travel arrangements arranged by The Dragon Trip and (ii) an amount determined in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

These terms and conditions set out your complete and sole right to a refund and/or compensation from us.

### **Force Majeure**

Except where otherwise stated in these terms and conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature whatsoever as a result of, 'force majeure'. In these terms and conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include but are not limited to war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

### **Tours by Air**

Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. However, the departure airport, overseas arrival airport, carrier/airline and flight timings cannot be guaranteed (even when they have been confirmed in our Pre-Departure Summary). Nor can we guarantee the means of transport and timings for each leg

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of the journey but these will be as near as possible to those set out in our Pre-Departure Summary. We will provide transportation from your original departure point to the relevant airport if the original airport is changed. The departure airport, arrival airport, carrier and flight timings shown in this brochure, on our website or in any other promotional material and detailed on your Pre-Departure Summary are for guidance only and are subject to alteration and confirmation. The latest route, timings and carrier will be shown on your tickets. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct route, flight times and carrier. It is possible that the departure airport, overseas arrival airport, carrier and/or flight times may be changed even after tickets have been despatched. We will contact you as soon as possible if this occurs. Any change in departure airport, arrival airport, the identity of the carrier, flight timings, and/or aircraft type (if given) will not entitle you to cancel or change other arrangements without paying our normal charges except where specified in these conditions. If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation and/or another remedy from the airline, you must pursue the airline for any compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact that a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, you do not claim against the airline and make a claim for compensation or any other sum from us, you must, at the time of payment of any compensation or other sum to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment.

### Conditions of suppliers

Occasionally The Dragon Trip may employ services provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

### Delays at Port, Rail Terminal or Airport

In the event of delays or cancellation at your outward or homeward point of departure, it is not The Dragon Trip's responsibility to organize alternative accommodation or travel plans. However, you may request that we offer assistance and it is likely we will accept such requests, and charge a fee for such services. Under EU law, you have rights in some

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circumstances to refunds and/or compensation from your airline 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 Airlines. However, reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us.

### **Prompt assistance whilst travelling**

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to 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 (with the exception of transport operators), even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

### **Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday 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.

During your travels with The Dragon Trip you may have the opportunity to experience the nightlife at local establishments. The Dragon Trip is not liable for any situations arising out of this type of excursion and highly recommends that you avoid inebriation, acts of aggression or cultural insensitivity and any illegal activities. The Dragon Trip is not liable in any circumstance for taxis that you may take and encourages you to refrain from taking taxis alone after excursions where you may have consumed alcohol.

### **Insurance**

We consider adequate travel insurance to be essential. You must ensure you take out a policy which includes appropriate cover for medical expenses and for your repatriation to your home country in the event of medical need and for loss or damage of belongings. Please read your policy details carefully and take them with you on trip. It is your responsibility to ensure that the insurance coverage you purchase is suitable and adequate for your particular needs.

The Dragon Trip may occasionally recommend an insurance provider to you. Please note, in agreeing to purchase insurance from this provider, you enter into an agreement with the insurance provider directly, and The Dragon Trip is not liable for any issues, failed claims or financial loss which may arise in the event of unforeseen events. All insurance claims must be settled with your insurance provider directly.

### **Passport, Visa and Immigration Requirements**

Your specific passport and visa requirements, and other immigration requirements are your

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responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

The Dragon Trip may occasionally recommend a visa agent to assist with visa applications. Please note, in agreeing to employ the services of such an agent, you enter into an agreement with the visa agent directly, and The Dragon Trip is not liable for any issues or financial loss which may arise from the negligence of any visa agent, even if it affects your ability to join a tour organized by The Dragon Trip, and our usual cancellation and refund policy will apply.

### **Immunizations and Health Precautions Prior to Travel**

The Dragon Trip is not medically licensed to advise on required vaccinations and other medical issues on your trip with us, and recommend you to seek this advice from a travel health expert. Further information can be found at <https://wwwnc.cdc.gov/travel>, [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) or from [www.fitfortravel.scot.nhs.uk](http://www.fitfortravel.scot.nhs.uk).

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