

Terms and Conditions

These Conditions, together with the separate commercial terms ('Commercial Terms') that we have agreed and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with ATD Travel Services Ltd trading as Do Something Different ("we" or "us"). Please read them carefully as they set out our respective rights and obligations. In these Conditions references to "you" and "your" mean the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. By making a booking, you agree that you have read these terms and conditions and you have the authority to and do agree to be bound by them. No other terms, representations, information or advice given orally will form part of this contract.

References to 'arrangements' in these conditions means the experiences, excursions, activities, transfers, theme park tickets and any other services featured on our website at www.dosomethingdifferent.com. These terms and conditions govern both the booking of arrangements (Section A) and the terms on which we authorise you to make sales of those arrangements to consumers (Section B)

SECTION A - TERMS ON WHICH WE WILL MAKE A BOOKING FOR YOU

Accuracy

DoSomethingDifferent.com has no control over the experiences / attractions / tours that we feature. All details and descriptions in relation thereto are for guidance only.

We endeavour to ensure that all the information and prices on our website are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances.

Price Policy

The prices quoted, shown on our website, and in supplementary promotional material, apply at the time however are subject to change without notice. The price of your arrangements will be confirmed on booking. Once you have paid for your arrangements in full or paid a deposit on a booking, we will not increase the price of your arrangements.

Payment

Payment shall be made in accordance with your Commercial Terms.

Confirmation

Once payment has been made in accordance with your Commercial Terms, we will issue a confirmation of booking via EMAIL. Subject to availability, a contract will exist as soon as we issue you with that confirmation email. It is your responsibility to check this confirmation email, and to urgently advise us if there are any errors or omissions. We will not accept liability for any matter arising as a result of such error or omission if you fail to do so. Alteration or cancellation of the booking by you once a confirmation of booking has been issued will be subject to the charges outlined in the 'if you change or cancel your booking' section below.

If you change or cancel your booking

If you wish to change or cancel your booking after the confirmation email has been sent, you should contact us in writing via email to agencysales@dosomethingdifferent.com and we will try to meet the request. All changes are strictly subject to availability at the time of request. If we are able to make the change requested, a non-refundable administration fee will be payable, as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the date that arrangements are to take place so you should contact us as soon as possible.

In the event of a cancellation, **subject to the specific charges detailed on the product pages for the arrangements you have booked**, the following **minimum** cancellation charges will apply. We may in our absolute discretion impose charges that exceed those stated below or on the product pages for the arrangements you have booked. The cancellation charges you will be required to pay will be calculated from the date we receive written notification of your cancellation:

| Number of days prior to commencement of the arrangements cancelled when written confirmation is received by us | Prior to 43 days |
|--|------------------|
| Cancellation charge as a % of total price of the arrangements cancelled | 20% |

Number of days prior to commencement of the arrangements cancelled when written confirmation is received by us Prior to 43 days Cancellation charge as a % of total price of the arrangements cancelled 20%

All bookings for Discovery Cove are subject to 100% cancellation fees once we have confirmed the booking to you. There can be no refunds for amendments (for example to change from Swim to Non Swim) or cancellations unless there has been an error by us.

All bookings for Disneyland Paris are subject to 100% cancellation fees once we have confirmed the booking to you. There can be no refunds for amendments or cancellations unless there has been an error by us.

All products involving flight transportation are subject to 100% cancellation fees once confirmed.

All bookings for Broadway, Las Vegas Shows and West End Theatre Shows are subject to 100% cancellation fees once we have confirmed the booking to you and emailed your ticket voucher. All bookings for the Horse & Carriage Tour Through Paris are subject to 100% cancellation fees if cancelled within 15 days of the confirmed date.

All bookings for Blue Man Group in Orlando are subject to 100% cancellation fees once we have confirmed the booking to you and emailed your ticket voucher.

Whistler Mountaineer Cancellation Policy: Whistler Mountaineer Glacier Dome - 100% cancellation charges apply for all bookings cancelled within 46 days of tour date. Whistler Mountaineer Coast Classic, 100% cancellation charges apply for all bookings cancelled within 32 days of tour date. Please note, there is also a £30 per person amendment fee for all bookings changed within 30 days of travel.

All UK Driving Experiences are subject to 100% cancellation fees once we have confirmed the booking to you and emailed your ticket voucher.

If we change or cancel your booking

On occasion it may be necessary to amend certain arrangements or cancel them (for example, certain tours and experiences require a minimum number of participants before the tour/experience can take place and if this number is not reached the arrangements will be cancelled). We reserve the right to amend or cancel arrangements at any time. If we have to make a major change or cancel your arrangements, we will tell you as soon as possible and if there is time to do so before the arrangements are due to start, we will offer you the choice of i) (for major changes) accepting the changed arrangements ii) having a refund of all monies paid in respect of the changed or cancelled element or iii) accepting an offer of alternative arrangements of a standard comparable to the arrangements affected from us, if available. You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative arrangements.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of any change or cancellation. The above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Force Majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

(1) We have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers with reasonable care and skill, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

(2) Subject to (1) above, our only obligations to you in relation to bookings we make for tickets or vouchers to enable entrance/access to particular attractions or theme parks (other than those which are expressly set out in these conditions) are to take your booking in accordance with your instructions and provide you with a ticket or voucher to enable entry/access to the arrangement(s) in question. We cannot accept any liability for the provision of the arrangements themselves which are provided by the suppliers of those arrangements or for the acts or omissions of the supplier(s) concerned or any of its employees, agents, suppliers or subcontractors. The terms and conditions of the supplier concerned will apply to the arrangement(s) in question. Copies of those terms and conditions are available on request.

Liability

We will not be responsible:-

(i) where the arrangements cannot be provided or cannot be provided as described due to circumstances beyond ours or the applicable supplier's control;

(ii) where you incur any loss or damage that relates to any business activity; or which could not have been foreseen at the time you made your booking in the light of the information you gave to us at the time of booking;

(iii) for any information about the arrangements that we pass on to you in good faith;

In the event that we are found liable to you under these terms, our maximum liability to you is limited to the cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected).

We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

If you have a complaint

Any complaints arising out of any arrangements must be reported to the relevant local supplier. If you wish to complain after the arrangements have been concluded, please contact [DoSomethingDifferent.com](https://dosomethingdifferent.com) in writing within 14 days to contact-us@dosomethingdifferent.com. We will not accept any liability for any claims or complaints if you have not acted in accordance with this clause.

Disabled Clients

We must be advised at time of booking of any disability and special requirements. Special facilities can be requested but may not be guaranteed. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

Special Requests

Any special requests must be advised to us at the time of booking. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests but we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met and it we will not be in breach if this contract if it is not. We do not accept bookings that are conditional upon any special request being met.

Experience Images

The images used on our website to illustrate the experiences, particularly those that take place at more than one location, are used as an indication only. Whilst we have made every possible effort to ensure the accuracy of the information supplied, please be aware that the vehicles, craft, machines, animals and settings at each venue may vary.

Re-confirming your booking locally

Whether you've booked a specific date and time through us, or you've chosen to leave the experience open dated (where applicable), it's essential for customers to re-confirm their booking on arrival. This enables our suppliers to inform participants of any details that they may need on the day, for example to give a name of the person to ask for who will be taking participants on the experience, or to let customers know exactly where they will be met, in relation to hotel etc. If customers have an experience which is 'open dated' then again, they MUST call locally to confirm this on arrival at their destination. Please note that all contact numbers will be supplied on the redemption voucher after booking.

Data Protection

DoSomethingDifferent.com complies with each of the eight principles of the Data Protection Act 1998. Those principles require that data is: accurate

- fairly and lawfully processed
- processed for limited purposes
- adequate, relevant and not excessive
- processed in accordance with the data subject's rights
- secure
- not kept longer than necessary
- not transferred outside the EU without adequate protection For more information on this, please read our privacy policy

Conditions of Suppliers.

The services which make up your booking are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. 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.

SECTION B - Terms on which we authorise you to sell arrangements yourself

We authorise you to:-

act as our non-exclusive retail agent to sell or supply arrangements within the United Kingdom to consumers ('Agency Sales') or to sell arrangements to consumers by entering into a direct contract with them, as principal to that contract ('Principal Sales').

Terms applicable to Principal Sales

In respect of all Principal Sales you agree:-

- To ensure that any contract for any arrangements incorporates a set of booking conditions which clearly set out a contract between you and the purchaser of any arrangements for the supply of arrangements before you confirm any booking.
- To create and despatch contractual documentation in such a manner so as to ensure that it is clear to the purchaser of any arrangements that the contract for arrangements is between you and the purchaser of any arrangements.
- Not to represent to the consumer that their arrangements will be protected by any scheme run by us for financially protecting their forward payments and repatriation in respect of arrangements. For the avoidance of doubt, you must arrange your own appropriate and adequate financial protection for all Arrangements which amount to a 'package' under the Package Travel Regulations 1992 to include all pre-payments and repatriation.

Terms applicable to Agency Sales

In respect of Agency Bookings you agree:-

- To ensure that any contract incorporates a set of our booking conditions before you confirm any booking.
- To create and despatch contractual documentation in such a manner so as to ensure that it is clear to the consumer that the contract for arrangements is between us and the consumer.
- Not to represent to the consumer that their arrangements will be protected by any scheme run by us for financially protecting their forward payments and repatriation in respect of arrangements.
- To apply the cancellation and amendment charges contained in our booking conditions relating to the arrangements (available from us on request) to any cancellation or amendment requested by any consumer of the arrangements.

Terms applicable to all bookings

In respect of sales of all arrangements you agree:-

- To comply with all relevant laws and regulations, including the Package Travel Regulations 1992, the Civil Aviation (Air Travel Organisers' Licensing) Regulations 1995, the Consumer Protection from Unfair Trading Regulations 2007, the Data Protection Act 1998 and the ABTA Code of Conduct (including any amendments) and/or any Trade Body of which you are at any time a member, insofar as they affect your activities.
- To give accurate and complete descriptions of arrangements and not make any representations, verbally or in writing, which are inconsistent with those appearing on our website or which are inconsistent with information previously given by us or the applicable supplier.
- To ensure that the consumer of any arrangements and all members of his/her party have or take out suitable and adequate personal travel insurance (including cover for cancellation charges plus 24 hour emergency medical assistance and cover for medical expenses and medical repatriation).
- To ensure that the consumer of any arrangements and all members of his/her party have the correct passport and visas and health requirements to gain entry to their chosen destination.
- To ensure that any special request is promptly and accurately notified to us in writing; and not to make any verbal or written assurances to the purchaser or consumer of any arrangements that any special request shall be complied with;
- To immediately notify the purchaser or consumer of any arrangements of any corrections, alterations or other information we advise you of in relation to any arrangements and confirm it in writing as soon as possible;
- To advise us immediately of any complaint by a customer in relation to any arrangements.

Indemnity

You agree to keep us indemnified for the full amount of all claims, liabilities, demands, damages, costs (including legal costs), expenses, fines and all other sums of whatever nature which we reasonably incur or become liable for as a result of your act(s) and/or omission(s) or those of your employees or sub-agents, or any party to whom any Arrangements shall be sold or otherwise supplied committed in breach of and/or outside the scope of these terms and conditions or otherwise without our authority.

We agree to keep you indemnified for the full amount of all claims, liabilities, demands, damages, costs (including legal costs), expenses, fines and all other sums of whatever nature which you reasonably incur or become liable for as a result of our act(s) and/or omission(s) or those of our employees or sub-contractors committed negligently or in breach of these terms and conditions.

General

These Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only.

No variation of these terms shall be effective unless made in writing and signed by both parties.

We both agree that you have not relied on and is not entitled to rely on any warranty or representation except as expressly stated or referred to in these terms and these terms set out the entire agreement and understanding between the parties in connection with matters described herein.

If any exclusion(s) or limitation(s) contained in these terms is found, in whole or part, to be unlawful, void or for any other reason unenforceable for any purpose(s), that exclusion(s) or limitation(s) or the part(s) in question shall be deemed severable and omitted from these terms for that purpose / those purposes. Such omission shall not affect the validity, effectiveness or enforceability of the other provisions of these terms.

Headings used in these terms and conditions are for convenience only and shall not affect their interpretation.

The parties hereby exclude any rights that any other party may have in relation to this Agreement under the Contract (Rights of Third Parties) Act 1999.

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties

02/01/2014