

Journee: Terms & Conditions

1. Introduction

Journee Ltd is a company registered under number 11581103, whose registered office is at Pill Box, 115 Coventry Road, London, E2 6GG, United Kingdom. The web domain names journeetrips.com, journeetrips.co.uk, journeetrips.world belong to Journee Ltd.

Journee Ltd (henceforth referred to as "we" / "us" / "our" / "Journee") is an adventure travel company where you can book a surprise trip for a pre-agreed upon budget and travel dates, for yourself or a group of up to four adults (henceforth referred to as "you" / "your group"). The purchase of this travel service offered by Journee constitutes a contractual arrangement between us and your group. When you make a payment and book your Journee trip, you guarantee that you have the authority to accept and do accept on behalf of your group, the booking Terms & Conditions ("T&Cs") set out herein. You also acknowledge that your group members have read, understood and agreed to be bound by them. As such, please ensure that your group understands these T&Cs prior to booking.

2. Service provided

Journee chooses the destination(s) (which can be anywhere in the world) and plans an itinerary for your group using your responses to our questionnaire, your recommended travel dates, duration of your trip, budget and available tickets and accommodations at the time. We do this based on our judgement of what we think you will like. By paying for our services and agreeing to these T&Cs, you relinquish control over your final destination(s) and give us permission to select the destination(s) for your trip. As such, we cannot be held liable in the unlikely event that you are unhappy with your destination(s), and we will not offer refunds under these circumstances. When you book a Journee trip, you are booking the trip as described at the time of booking, e.g. a four day trip for your group to an unknown destination beginning on a certain date. You will not be buying a trip to a specific destination, with specific flights, hotel accommodation or other activities, as the details about your trip will not be disclosed to you until a few days before your departure. The way in which the booking process for your Journee trip works are as set out on our website and the trip we organise will be provided in accordance with them and these T&Cs.

3. Booking confirmation

When we make a booking for your Journee trip, we use the details you have provided to us in the questionnaire and the booking details form (including amendments as agreed over email or WhatsApp). Therefore it's important that all information (including but not limited to the passport and visa details, full names, addresses and dates for travel) that you share with us are correct. We will send you a Trip Proposal and confirmation of your booking details form via email that includes, among other details, the names of your group members and chosen travel date. It's your responsibility to check both of these thoroughly upon receipt to ensure that the details are

correct. Making changes to a confirmed booking may not be possible or incur charges that would be fully borne by you if the need arises.

4. Payments

When you make a booking with us, you will be required to pay either a deposit or the total cost of your group's Journee trip as mentioned on your payment page, using the Stripe checkout. We will use these funds to book travel tickets with third party providers like airlines, your accommodation (prepaid wherever possible) and other tours and attraction tickets if we deem fit (all these service providers along with any third party companies we work with for your Journee trip henceforth referred to as suppliers).

If payment is not made before the expiry date for your trip quote (stated in the email along with your Trip Proposal), Journee may have to reassess the feasibility of the trip within your mentioned budget (for example if the price of flights increase) and in such cases, we reserve the right to cancel your trip under agreed terms and offer revised budget suggestions for you to review.

On occasion, if there is room in your budget, we might be able to purchase trip add-ons (e.g. activities, dining, etc.) that we think you'll enjoy based on your questionnaire details. The higher your budget, the more "extras" we can include if we think you will like them.

When you get back from your trip we'll return any unused funds to the same bank card that we received payment from.

Please note that the price of a Journee trip does not include the amount payable for any local taxes - e.g. government city or tourist taxes that normally need to be paid locally at the hotel, exit taxes of countries paid at the airports (if any) or the taxes of issuing boarding passes at airports (if any). It also does not include discretionary spending that you may incur at the destination (including, but not limited to, food, drinks and entertainment).

If you decide to alter your travel arrangements whilst abroad, this is your own responsibility and we are not responsible for any extras or difficulties that may arise with onward travel and as a result of such alterations. No credit or refund is possible for any lost, mislaid, stolen or destroyed goods or documents which could be the subject of a claim on your insurance.

5. ATOL Licence 12099 for Journee Ltd

Your Financial Protection. When you buy an ATOL protected flight or flight inclusive package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the

services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

6. You cancelling or changing your booking

If at any point before your trip you wish to cancel or amend a booking, then you must notify us immediately by emailing sendmeaway@journeetrips.com with the amendments or cancellations you wish to make. We'll try to do our best for you, however, please note that you may not be able to amend or cancel a booking once it has been confirmed, or if the supplier does allow for this, it may incur a cancellation charge. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges and may forfeit up to 100% of the cost of your booking. We shall endeavour to make amendments or cancellations of your travel arrangements where possible and shall confirm any agreed changes to you once completed, together with any applicable costs or charges. If the reason for your cancellation is covered under the terms of your pre-existing insurance policy, you may be able to reclaim these charges from them.

6.1. Name changes

All passenger details must exactly match their government issued ID (Passport, State ID, or Driver's Licence). Your booking will be made under these names and changes to names are not allowed by many airlines and other service providers. While we will do our best to make such a change if necessary, please bear in mind that airlines and other service providers often treat a name change as a cancellation, to which standard conditions, change fees and charges apply, which you will have to bear in such circumstances. Also note that Journee trips are non-transferable and you can't substitute a traveller in your group with someone else.

6.2. Travel time or date changes

We'll do our best to accommodate such requests, but we may not be able to help with changes once the bookings have been made. If you have a change in plans and can no

longer depart at the intended time or from the intended place as originally stated, or if you plan not to take a flight, bus, or train as booked, please contact us as soon as possible to discuss your options, as we cannot guarantee a refund or rebooking with airlines, hotels, etc.

7. Missed travel

We'll tell you exactly when and where you need to be to catch your flight, bus, or train. Please don't be late.

If you have any questions about your reservation, give us a call or drop us an email or WhatsApp. We'll give you as much information as possible without ruining the surprise. Failure to check-in for your flight, bus, or train at the appropriate time may result in the airline denying you boarding and we won't be able to grant a refund in such circumstances. Check-in times vary by carrier/airport, and latest the day before departure, we will advise the best time to arrive and check in for your travel, according to your departure time and mode of transportation. Should you have any questions regarding this timing or process, contact us as soon as possible.

If you do miss your travel, there's not much we will be able to do. If you fail to check in on time for a confirmed reservation, the airline, bus, or train carrier may register you as a "no-show," which could result in extra charges and/or your whole travel itinerary being cancelled and/or render your ticket void. Journee is not responsible for missed travel as a result of such errors from your group.

8. Journee cancelling or changing your booking

If you have booked a trip with Journee, we may need to make changes to your travel arrangements (for example, but not limited to, changes in flight departure time if made by the airline). Although this is unlikely, we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date.

We also reserve the right in any circumstances to cancel your travel arrangements. However, we will not cancel your travel arrangements less than 4 weeks before your departure date, except for reasons of force majeure (as defined below). If for some reason, 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).

Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes are changes to aircraft type, or change of accommodation to another of the same standard (example in case the previously booked hotel cancels the booking at the last moment). In such a scenario, we shall take into account the location of accommodation as well as its nature and class when looking for alternatives.

If we make a major change to your holiday (like date or duration of travel), we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available, or cancelling your booked holiday. You will need to confirm acceptance or rejection of major changes in 48 hours of us telling you about them, if the trip is more than 14 days away, and in 24 hrs if the trip is less than 14 days away. If you don't communicate your decision within this set period, you will be deemed to have accepted the changes offered.

Force Majeure - this means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include (but are not limited to) health epidemics/pandemics, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, volcanoes or ash clouds, adverse weather conditions or acts of God.

9. Travel eligibility

Please note that we can provide general information about the passport and visa requirements for your trip based on the information you provide in our forms. We use the details you provide to check eligibility of your travel to the chosen destination before making the booking, but your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Any information supplied by us on these or related matters (such as climate, when to travel, clothing, baggage, personal items etc.) is given as general guidance and in good faith but we do not accept liability for any decisions made on the basis of the information supplied.

The passport, visa and health requirements at the time of booking can be viewed on the [Foreign and Commonwealth Office website](#). It's your responsibility to ensure that you and all members of your group are in possession of all necessary travel and health documents, and in compliance with any other immigration requirements, before you travel. If you or any member of your group is not a British Citizen or holds a non-British Passport, you must check passport and visa requirements with the embassy or consulate of the country(ies) you are travelling to or through. Neither we, nor the supplier(s) of travel services, accept any responsibility if you have given us incomplete, misleading or wrong information or if you cannot travel because you have not complied with any passport, visa or immigration requirements or changes in travel/visa policies of the departure or destination country.

Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure.

10. Ticket delivery

Please double-check your email address, phone number and mailing address whenever you provide them to us. This is how we'll communicate with you and send you tickets and other important information needed for your trip. Including your flight boarding passes which will be emailed to you and included in your online Journee Passport.

Journee pack: We will send a physical package ("Journee pack") in the mail to arrive around 7 days before you depart. It will contain information and details about your destination, accommodation, experiences and flights. Some suppliers may require you to carry a printout of a booking confirmation, so please carry these with you at all times. If you have not received the package 5 days before your trip, it's your responsibility to inform us immediately. We will do our best to get you a replacement package in time, but we can't guarantee it. If we can't, we will supply a digital copy of everything for you to take instead.

11. Luggage restrictions

You'll let us know in the booking details form whether you'd like to pay for extra baggage. We'll go ahead and book this for you. The additional charge will need to be paid from your online Journee Passport.

We'll let you know the exact weight and dimensions of this checked baggage in your online Journee Passport. If you exceed your baggage allowance, any extra fees are your responsibility. It's also your responsibility to know what you can and cannot take on an aeroplane. Important airline ticket terms and conditions and other important notices apply to air transportation (e.g. carrying hazardous materials aboard aircraft in your luggage or on your person is forbidden). Journee will not be held liable for transgressions against air transportation requirements.

12. Rules and compliant conduct with suppliers' terms

You are required to comply with all rules and regulations of your booked accommodation. Failure to do so may result in fees or expulsion from the hotel, apartment or bed & breakfast. Journee will not be held liable for any additional fees incurred, or legal proceedings between the customer and the accommodation provider. Don't smoke if the accommodation provider forbids it, don't break anything and don't steal. Note that your payment through Journee covers your room reservation costs. All additional fees incurred through incidentals (room service, late checkout, food, damage or breakage, etc.) are to be paid by you.

If you, or any member of your travel group, cause damage to any accommodation in which you are staying or to any property of suppliers of tours, excursions or other elements of your holiday arrangements, you must fully reimburse the relevant supplier for the cost of the damage before the end of your Journee trip (if the cost has been established by then), or as soon as it has been established if later. You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the relevant supplier or third party as a result of such damage caused.

You also accept responsibility for the proper conduct of all members of your group during your Journee trip. The suppliers reserve the right at any time to terminate the Journee trip of any party member(s) whose behaviour is such, in the reasonable opinion of the supplier, to cause or to be likely to cause danger, upset, harassment or distress to anyone else or damage to other persons or to property. No refund will be given in the event of you, or any member or your travel group, being requested to cease your holiday in such circumstances.

Furthermore, we shall be under no obligation whatsoever to pay compensation to you or any member of your travel group, or meet any costs or expenses (including but not limited to alternative accommodation) that you, or any member of your travel group, may incur as a result of your stay being terminated in accordance with this clause.

You must also indicate any details regarding your (and your travel group's) physical and mental condition, and regarding the capacity of your group which could be of importance to the proper performance of your Journee trip. If you fail to comply with your obligation to provide this information, it may result in us or our suppliers excluding your group member(s) from (further) participation in the Journee trip. In such cases, you will be responsible for all associated costs. You may ask the supplier to change the travel itinerary planned for you for medical and other reasons. The supplier is not required to meet such a request and shall inform you of any related costs if they agree. In such a case, you must pay the costs associated with the change.

13. Complaints

If you have a problem during your Journee trip, please inform the relevant supplier (e.g. your accommodation provider, airline, etc.) immediately, who will endeavour to put things right. It's strongly recommended that you communicate any complaint to the supplier of the services in question without delay and at the time of the issue. The amount of service or compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances if you are late in bringing the issue to notice.

Complaints against Journee, if any, should also be brought to our immediate attention by you. If the complaints are not resolved satisfactorily, you must submit a written complaint to sendmeaway@journeetrips.com within a maximum of one month after your trip.

14. Safety and personal risk

Journee is not responsible for injuries and damages that you may incur during the course of your trip, including but not limited to; injury or theft during travel by train, aircraft, bus or other means of transportation; forces of nature; political unrest; acts of lawlessness or terrorism; and accident or illness. By agreeing to participate in a Journee trip you agree that you will hold us harmless regarding any provision of medical care or the adequacy of any care rendered.

15. Media

Every information, data, software, content, music or sound, photo, picture, video, logo, text, scripts, taglines, graphics, interactive features and the like or any other material present on the website or in Journee physical packs (hereafter referred to as "Content"), are exclusive property of Journee Ltd and/or our licensees. Any unauthorised use, including the reproduction, modification, distribution, transmission, publication, display or performance of the Journee content is strictly prohibited except as otherwise permitted by law.

You *must* contact info@journeetrips.com directly for any media inquiries, use of images or text. Failure to do so may result in legal action.

16. Travel insurance

We recommend that you have worldwide travel insurance in order to cover you and your travel group while abroad. The expenses you may have to incur (if any) due to lack of insurance are not Journee's liability.

17. Communication with Journee

In case of any doubts or questions, you can reach out to us anytime during workdays (Monday to Friday from 9:30am to 6pm, with the exception of public holidays recognised in England) either on email, WhatsApp or phone.

18. Privacy and data protection

Journee's privacy and data protection terms can be found [here](#).

19. Law, jurisdiction and arbitration

These Terms and Conditions are governed by the laws of England and the jurisdiction of the English courts. You may however, choose the law and jurisdiction of Scotland, Wales or Northern Ireland if you wish to do so. It's unlikely that you will have a complaint that cannot be settled amicably between us and/or the suppliers. However, disputes arising out of or in connection with this contract and/or any contracts with your suppliers should be brought to our attention at the earliest opportunity to enable us and/or the suppliers to resolve matters as quickly as possible.

20. Liability**20.1. Conditions beyond our control**

There are some things that even we can't control (natural disasters, food poisoning, etc.). If something goes seriously wrong, we can't promise any refunds. As always, please get in touch and we'll try our best to help you and work with suppliers if needed. If there is an

extreme weather situation or natural disaster, we'll do our best to help you and make sure you have a plan to get back home, but we may not cover the additional expenses in such cases.

In particular, we will have no responsibility on any issue beyond its control. These issues include, but are not limited to, causes of force majeure, natural disasters, health epidemics/pandemics, war, war threats, terrorist activities, riots, civil disturbances, industrial disputes, airport closures, airspace closures, national emergency situations, health hazards, strikes, mass cancellations of flights, problems in air traffic, natural and nuclear disasters, fire, epidemics and health risks. Regarding problems with the services provided by any of the suppliers, we will not be responsible for any situation including, but not limited to, changes due to rescheduling or cancellation of flights by an airline or alteration of the airline or aircraft type, air delay, flight cancellations, overbookings, closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, act of government or public authorities or other circumstances, hotel diversions, problems in hotel infrastructure and problems in hotel services.

Compensation will not apply if a significant change is made for reasons as mentioned above that are beyond our control. Journee cannot control and will not be responsible for bodily injury, property or other damage or loss caused by factors beyond our control, including but not limited to flight delays, airline turbulence, transportation accidents, war, terrorism, weather, quarantine, sickness, government restrictions, regulations or actions, mechanical breakdowns, fires, earthquakes, floods, climatic aberrations, acts of civil unrest, strikes, riots, theft, disease or accidents, or failures related to the public internet, telecommunications lines or facilities, or third party technology systems, other unforeseen circumstances, or any other cause beyond our control, or including your physical, medical or mental disabilities, your failure to obtain valid travel documents or your failure to follow travel instructions. Under no circumstances shall we be liable for any special, incidental or consequential damages arising from the foregoing.

20.2. For actions of suppliers or your group

We take all reasonable steps to ensure that proper arrangements have been made but please acknowledge that we act as an intermediary, requiring other service providers such as airlines and hotels for the correct operation of the trips offered. As such, we are not accountable for the correct working of suppliers and their services and do not accept and expressly disclaim any liability for the actions or omissions of suppliers.

However, in light of our customer service policy, we commit to provide support and assistance to you if you have any dispute with suppliers during the trip. We will give you as much reasonable help as we can, in resolving a dispute in such cases, but we do not undertake to be able to satisfy your requests. You understand and agree that Journee shall not be liable for any loss, injury, expense or damage to persons or property resulting, directly or indirectly, from the acts or omissions of these independent travel

suppliers, including but not limited to delays, over bookings, cancellation of services, cessation of operations, accidents, failures of equipment, or changes in fares, itineraries or schedules. Journee cannot accept liability or responsibility for any airline or supplier bankruptcy or insolvency and the failure to provide any services that may follow. We will also not be liable where any failure in the performance of the contract is due to you, a supplier or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or 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. If you have booked with us and your Journee trip is not performed or is improperly performed by us or our suppliers 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 or the suppliers' control, we will offer you prompt assistance as is reasonable in the circumstances.

Please note that under EU law (Regulation 261/2004) you have rights in some 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 provided at EU airports and will also be available from airlines. Out of good faith, we will guide you and provide assistance for you to get alternative travel arrangements and due compensation in place if such a situation arises, but you will be ultimately responsible to deal with the airline in such a scenario and won't be automatically entitled to our help in getting the due compensation from them. Also, reimbursements in such cases will not automatically entitle you to a refund of your Journee trip cost from us. Your right to a refund and/or compensation from us is set out in clause 5. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you can complain to the CAA Passenger Advice and Complaints Service on 020 7453 6888 or visit the [CAA website](#).

In the unlikely event of your flight services being subjected to lengthy delay, arrangements for meals, overnight accommodation, etc, should be met by your airline.

We shall offer help and assistance if you experience difficulties during your trip. This also applies to unavoidable and exceptional circumstances as a result of which the trip does not proceed in accordance with the expectations you could reasonably have on the grounds of the agreement. The assistance shall consist of adequate info on medical services, local authorities, consular assistance and support in using communication and finding alternatives. In the event that these difficulties are the result of intent or negligence on your part, the cost incurred shall also be borne by you.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to: (a) The contractual terms of

the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and (b) 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 the benefit of any limitation of compensation contained in these or any conventions.

21. Refunds

Refunds may be requested but are not guaranteed. Please note that any request for refunds is subject to these Terms & Conditions. While we will consider refund requests on a case by case basis, we do not guarantee refunds for any reason. All requests for refunds must be submitted directly to Journee. No refund will be made for itinerary or bookings that your group opts not to use. No show penalties could be up to 100% of the costs. Any complaint or claim involving the vacation services booked through Journee, involving the negligence of any transportation companies, or accommodations in relation to any service provided to the customer, must be notified to us while on the trip or within 30 days of the trip completion. Any requests for refunds filed more than 30 days after returning from a trip will not be considered.

In case you are entitled to a refund of payment already made by you, we will strive to facilitate the refund without delay and make payment within 14 days after the right to a refund has arisen.

22. Disclaimer

Journee may terminate servicing your group if they are found to be in violation of these Terms & Conditions and our other policies. Journee, at its sole discretion, reserves the right to decide whether any customer is in violation of this agreement.