



PARTICIPATION AGREEMENT

When something becomes predictable and safe it ceases to be exciting or to be an adventure – absolute safety is an illusion and cannot be promised. For an activity to be adventurous it must have an uncertain outcome and it will carry risks. Going into mountainous regions is implicitly hazardous, and if we add to that an adventurous activity then, by necessity, the hazards are increased. This implies an inherent and intractable risk of injury or, in the extreme, loss of life. Anyone considering taking part in a trip needs to consider this very seriously and to take responsibility for their own participation or for that of persons for whom they are a guardian.

Our trips are fascinating and exciting, well beyond the realms of what can be achieved by staying near to home, not simply because of the mountains we visit, but because of the astonishing parts of the world we go to. Sadly, some of these are impoverished. This alone is an important incentive to go but it means we operate invariably in regions with limited infrastructure. If you are injured, problems with infrastructure alone can mean a delayed evacuation and so a worse medical outcome than for a similar accident nearer to home.

We hope that joining one of our trips will set your pulse racing and your imagination soaring. In order to take part in a truly exciting, adventurous activity with all the rewards of experiencing diverse cultures and sharing unforgettable memories with newly found friends, you have to accept the risks involved.

BOOKING CONDITIONS

Bookings

1. Definitions:

- a. A "course" is defined as any trip, except any designated as an "Adventure Ski" trip, which includes overnight residential accommodation and takes place within the European Economic Area or in Switzerland, and for which an international flight between the United Kingdom and the destination country is not offered for sale.
- b. An "expedition" is defined as any trip that takes place outside the European Economic Area and Switzerland or a trip designated as "Adventure Ski" or a trip which includes an option for you to buy an international flight between the United Kingdom and the destination country (whether such a flight is purchased or not).
- c. An "Adventure Ski" expedition is an expedition where the principal intention is to ski, ski tour or ski mountaineer.
- d. An "extension" is any short tour that is so described on the website or in the brochure, which is priced separately and is bought as an optional add-on to a course or an expedition. An extension may only be bought by you if a booking for a course or an expedition to which it can be attached, exists in your name.
- e. "Trip" is used interchangeably within these booking conditions to mean either an "expedition" or "course".

2. All bookings are made with Climb Trek Ski Limited, Registered Company Number 7089554 (hereinafter referred to as the Company) whose registered office is 45 Mowbray Street, Sheffield, S3 8EN, United Kingdom.
3. To book a place, complete the Booking Form (either on-line using the Company's website or by paper) and send it (either by

internet from the Company's website or by post) to the Company with your deposit. Deposits per person are required as follows:

- a. **Climbing / Mountaineering Expeditions (other than for the Specific Trips listed below) where the full cost is:**
 - i. Less than or equal to £4,500 £350
 - ii. More than £4,500 £450
- b. **Trekking Expeditions (other than for the Specific Trips listed below) where the full cost is:**
 - i. Less than or equal to £3,500 £250
 - ii. More than £3,500 but less than £4,500 £350
 - iii. More than £4,500 £450
- c. **Courses where the full cost is:**
 - i. Less than or equal to £600 £60
 - ii. More than £600 but less than £1,000 £120
 - iii. More than £1,000 £160
- d. **Specific Trips:**

i.	8000-m Peaks (less Everest)	US\$1,500
ii.	Antarctic Ski Mountaineer	£5,500
iii.	Antarctic Voyager	£2,000
iv.	Carstensz Pyramid	£3,600
v.	Denali	£995
vi.	Everest	US\$2,000
vii.	Greenland Icecap Crossing	£2,000
viii.	South Georgia Traverse	£2,000
ix.	Svalbard Crossing	£995
x.	Norway – Land of the Giants	£350
xi.	The North Pole – The Last Degree	£8,000
xii.	The South Pole – The Last Degree	US\$5,000
xiii.	Vinson	US\$5,000
- e. **Extensions: £150.**

4. Deposits are non-refundable. You are advised to take out travel insurance when you book. This may allow you to recover prior payments (usually less an excess) if you must cancel and the circumstances of your cancellation are covered by the insurance contract.
5. The contract between you and the Company will come into existence once the company has sent you a letter confirming your booking, an invoice and all relevant additional information, including a list of the equipment you will need for your trip and notes about the destination you will be travelling to. The contract will continue until the expedition or course, along with any booked extension, has ended but such expiry shall not affect accrued rights and liabilities of the parties nor any continuing obligations.
6. Once your booking has been confirmed, you must promptly submit, via the website or by post, a previous experience questionnaire and a medical declaration. After reviewing these, the Company may advise you to transfer to another trip, or to cancel your booking. If you are so advised, you must transfer or cancel, as advised, but you may do so without penalty as long as the date your completed forms are received is within one month of the date you booked and no later than the date on which your final balance for the trip is due, as shown on the invoice you received when your booking was confirmed. If the Company receives your forms outside of these dates, no matter when you booked, the normal cancellation and transfer conditions will apply and you will be liable for the appropriate charges.



7. Extensions to expedition itineraries and course programmes can be purchased separately. The arrangements for an extension are made on an individual basis once it is booked. Extensions are subject to a separate deposit. Confirmation of receipt by the Company of your extension deposit will not be confirmation of your extension as it will not be possible at that time for the Company to confirm that the booked extension will be available or that it will be identical to that shown in the marketing material. The Company will confirm all the arrangements to you before you pay your final balance (which will be due at the same time as the final balance for the expedition or course to which it is an extension). Should the confirmed extension be significantly different to the published one then you will be free to cancel the extension only (not the expedition or course, to which it is attached) and a refund will be made. Compensation shall be payable to you in accordance with condition 48.

MEDICAL AND WELFARE

8. The aim of medical screening is to enable participation and to ensure, as far as is reasonable, that all risks have been evaluated and understood. If you have any medical problem or disability, you are required to inform the Company before you complete your booking form so that you can be advised of the suitability of the trip, health and safety considerations and what, if any, reasonable adjustments are required to be made. In any event, you must notify the Company via the medical declaration of any medical problems or disabilities. If any medical problems or disabilities are suffered or arise between the medical declaration being submitted and the Departure Date you must notify the Company immediately. The Company reserves the right to decline or cancel a booking without having to pay any compensation if:
- any medical problem or disability is disclosed on the medical declaration form;
 - any medical problem or disability is disclosed after the medical declaration form is submitted but before the Departure Date; or
 - any medical problem or disability is not disclosed; provided that in the Company's belief such medical problem or disability is likely to endanger your health and safety and/or the health and safety of anyone else participating in the trip.
9. The Company may require you to obtain confirmation from a medical professional that you are fit to travel and participate in the trip. You acknowledge and agree that concerning your medical welfare the Company has a duty to you and to the other participants and, as such, if the Company reasonably believes that you are not sufficiently fit to take part in the trip, the Company may decline or cancel the booking at any time at their complete discretion.
10. Where you have encountered any infectious disease, you must notify the Company immediately. Where the Departure Date falls within the accepted quarantine period for transmission of the disease, the Company reserves the right to cancel the booking as set out above; this shall be deemed to be cancellation arising

from an event of Force Majeure pursuant to these terms and conditions and no compensation shall be payable to you.

YOUR FINANCIAL PROTECTION

11. The Company holds an Air Travel Organiser's Licence granted by the Civil Aviation Authority (CAA). The Company's ATOL number is ATOL 10241. When you buy an ATOL protected flight or flight inclusive trip from the Company you will receive an ATOL Certificate. This lists what is financially protected, where you can get information and what this means for you and who to contact if things go wrong.
12. The Company, 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).
13. If we, or the suppliers identified on your ATOL certificate (if any), 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 re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.
14. As a member of the Association of Bonded Travel Organisers Trust Limited (ABTOT), the Company has provided a bond/policy to meet the requirements of the Package Travel, Package Holidays and Package Tours Regulations 1992. In the event of the Company's insolvency, protection is provided for non-flight packages commencing in and returning to the UK and other non-flight packages excluding pre-arranged travel to and from your destination. Please note that packages booked outside the UK are only protected when purchased directly with the Company. In the event of the Company's insolvency, if you have not yet travelled you may claim a refund, or if you have already travelled, you may claim repatriation to the starting point of your non-flight package.

FLIGHTS

15. All international flights are on scheduled airline carriers. In accordance with EU Regulation 2111/2005 the Company is



required to advise you of the actual carrier operating your flight/connecting flight/transfer in order to bring to your attention carriers which are banned or 'blacklisted' from operating within the EU. At the time of going to print, the Company is unable to name the airline or the type of aircraft. Flight details will be sent to you within one month of the Departure Date and a full list of banned carriers can be found at ec.europa.eu/transport/air-ban/.

16. All flights booked by the Company for you will be subject to the conditions of the carrying airline which, in most cases, limit the airline's liability to the passenger in accordance with international law and conventions. The Company accepts no liability for the consequences of delays, cancellations, change of routing, change of departure or arrival airport or for any other changes to your flight schedule, whatever they may be or howsoever caused (though you may be entitled to make a claim against the airline in question).
17. When planning expeditions, the Company routinely reserves flights from and returning to a specific airport within the UK (usually, but not exclusively, one of the London airports) for the anticipated number of passengers for each expedition departure date. The published full cost of each expedition is based on the cost of such a reserved flight, as that cost is known at the time. If you would prefer to fly on a different airline, on a different schedule, at a different ticket class, or from a different airport to that reserved, then you may do so as long as the alternative flight is available, it does not inhibit the in-country schedule for your trip, and that you pay the difference in cost between the flight you prefer and the cost assumed in arriving at the published full cost for your trip. In addition, if the flight reserved is no longer available, when you book, at the price assumed by the Company, then you will be informed of and asked to pay any increase in cost, before your booking is confirmed. If you do not accept this increase in cost, you may withdraw your booking, without penalty, and your deposit will be returned to you. No compensation shall be payable to you.
18. The Company may request from you a payment for your international flight, if the airline concerned, or its agent, demands any such payment from the Company in order to reserve or confirm a seat and this is made before you have paid the final balance for your trip. Such a payment will be in addition to any deposit or interim payments as set out in these booking conditions. Such payments for flights will be subject to the terms and cancellation conditions of the airline concerned and may be non-refundable.
19. If you want to fly from a different London airport to that booked, or you want to depart from a regional airport, you must tell the Company in writing which airport you want to leave from on the booking form, at the time of booking. The Company will confirm your departure airport when the Company confirms your booking. After your booking is confirmed, if you decide on a different departure airport or flight, you must inform the Company in writing (by email or letter).
20. At any time, the Company will do its best to change your flight to meet your requirements, but this cannot be guaranteed as it will

be subject to availability and there may be an additional cost, which you will be required to pay.

21. If you book to join an expedition on a 'land-only' basis or a course, the Company cannot and does not accept any responsibility for any of the travel arrangements that you make in order to join the expedition or course. The Company accepts no financial liability that may arise from any enforced change to your travel plans due to any alteration of the expedition or course dates, the itinerary or its cancellation, howsoever caused. You are advised to book transferable, refundable travel tickets with no penalties should a cancellation be necessary.

PAYMENTS

22. You may pay your deposit and balance using any lawful means. The total amount received by the Company's bank must be no less than the full amount shown on your invoice and paid in the invoiced denomination into the appropriate account of that same denomination. If sending money by electronic (bank) transfer then you must pay the remitter's (your) fees and the beneficiaries (the Company's) fees, such that no charge for the transfer falls to the Company.
23. If payment is made by credit card, a 2.5% charge (3.5% for cards issued outside of the UK or EU) will be added to the total amount due to the Company (this applies to all payments including deposits, interim payments, balances and miscellaneous purchases.) This amount is to cover the charges imposed by the credit card payment service provider and is used, in part, to provide consumer protection for goods and services purchased, in accordance with the terms and conditions pertaining to the credit card being used. This charge can be avoided by using a debit card (for deposits, for example) or by sending a Sterling or Euro cheque (for balances). Cheques will not be accepted in any other denominations; please arrange a banker's draft or bank transfer instead.
24. Due dates for any interim payments and for final balances are set by reference to the Departure Dates or Start Dates of trips. The due dates for interim payments and final balances will be as follows:
 - a. **Expeditions:** (except those specified below at sub-para c. & onwards) 60 days before the expedition departure date.
 - b. **Courses:** 42 days before the course start date.
 - c. **Expeditions** for which final balances are due 90 days before departure:
 - i. Antarctic Ski Mountaineer
 - ii. Antarctic Voyager
 - iii. Carstensz Pyramid
 - iv. South Georgia Traverse
 - v. The North Pole – The Last Degree
 - vi. The South Pole – The Last Degree
 - vii. Vinson
 - d. **Expeditions** for which final balances are due 120 days before departure:
Greenland Icecap Crossing.
 - e. **Expeditions** for which an interim payment is due:



- i. Aconcagua: an interim payment equal to £1,000 is due 120 days before departure.
 - ii. Denali: an interim payment equal to 50% of the trip cost is due 120 days before departure. The final balance for Denali is due 60 days before departure.
 - f. **Extensions:**
As for the final balance date for the trip to which the extension is attached.
25. Bookings made after the final balance due date for the trip, as given in condition 24, may be accepted, at the Company's discretion, as long as the appropriate deposit is paid and you make full payment, as per the invoice issued, within 3 working days of your booking having been confirmed.
26. The Company will consider the non-payment of a final balance or interim payment, by its respective date due, an effective notification by you that you wish to cancel your booking. If so, you will forfeit your deposit, and any other sum paid or due in relation to the booking so cancelled, unless the Company decides to maintain your booking and to accept your payment after the due date. If a payment is going to be late, but you do not want your booking to be cancelled, you must contact the Company before the date your payment is due.
27. Prices quoted are based on costs and exchange rates as at 22 Sep 2017. The Company will do what it can to mitigate against any rise in the operating costs and strive to keep prices fixed. In the unlikely event that it becomes necessary to amend the price of the trip, the following conditions will apply:
- a. Increases arising directly from transportation costs such as surcharges levied by airlines, the cost of fuel, taxes, duties or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and fluctuation in exchange rates may be passed on and you will be invoiced accordingly;
 - b. If increases become necessary, you may cancel your booking without penalty if the increase amounts to more than 10% of the cost of the trip;
 - c. You will not be charged for any increase of up to 2% of the price of the trip and in the event that the price of the trip goes down by more than 2% the difference will be repaid to you (though you should note that owing to the way the Company pays for trips, some apparent changes will not impact on the price of the trip; the Company tries to give you the advantage of any predicted benefit in the exchange rate with a competitive price from the outset).
- TRANSFERS AND CANCELLATIONS**
- Cancellation by you**
28. Notice of cancellation by you must be given in writing (email is acceptable). Should you cancel, the following scale of charges will apply:
- a. **For expeditions (including 8,000m peaks) but other than the ones specified below:**
 - i. 60 days or more before the Departure Date – loss of deposit.
 - ii. less than 60 days but more than 30 days before the Departure Date – loss of 30% of total trip cost.
 - iii. less than 30 days before the Departure Date – loss of 100% of total trip cost.
 - b. **For Adventure Ski expeditions:**
 - i. 60 days or more before the Departure Date – loss of deposit.
 - ii. less than 60 days before the Departure Date – loss of 100% of total trip cost.
 - c. **For Antarctic Voyager, Carstensz Pyramid, Greenland Icecap Crossing, South Georgia Traverse, The North Pole – The Last Degree, The South Pole – The Last Degree, Vinson:**
 - i. 90 days or more before the Departure Date – loss of deposit
 - ii. Less than 90 days before the Departure Date – loss of 100% of total trip cost
 - d. **For Aconcagua, Denali, Svalbard Crossing, Norway – Land of the Giants, Hardangervidda Crossing, Polar Expedition Training, To Hell and Back:**
 - i. 120 days or more before the Departure Date – loss of deposit.
 - ii. less than 120 days but more than 60 days before the Departure Date – loss of deposit and loss of interim payment (where an interim payment is due).
 - iii. less than 60 days before the Departure Date – loss of 100% of total trip cost.
 - e. **For courses:**
 - i. 42 days or more before the course starts – loss of deposit.
 - ii. less than 42 days but more than 21 days before the course starts – 50% of total course cost.
 - iii. less than 21 days before the course starts – 100% of the total course cost.
 - f. **For extensions:** The cancellation charges for an extension are the same as for the course or expedition to which the extension is attached.
29. Cancellation charges may be recovered from your travel insurer, depending on your contract of insurance.

Transfers between trips

30. Rather than cancelling and losing your deposit, you may apply to transfer your booking along with all monies paid to-date for the original trip, under the following conditions:
- a. You may only transfer between trips of the same type: i.e. from an expedition to an expedition or from a course to a course.
 - b. You may only transfer if the deposit paid for the original trip booked, and from which you wish to transfer, was not more than £450 per person, as given in these conditions.
 - c. Transfer requests must be received by the Company in writing (usually by email) at its registered office no later than:
 - i. For transfers between expeditions: 90 days before the Departure Date of the original expedition booked.
 - ii. For transfers between courses: 60 days before the Start Date of the original course booked.
 - iii. Or, within 3 working days of the booking having been confirmed, if this is later than the appropriate clause



- 30.c.i or 30.c.ii above and it is before the start or departure date of the trip you want to transfer from.
- d. At the time of requesting a transfer, you must specify the new trip, by name and departure date, onto which you want your existing booking transferred.
31. You must contact the Company when you make your transfer request to arrange the payment of the transfer fee (by debit card, for example) if it has not been sent (by cheque, for example) with your written notification.
32. The transfer fee is:
- £75 per person per trip transferring from,
 - except where the deposit paid for a trip is £50 per person, the transfer fee is £25 per person per trip transferring from, and
 - if you request a transfer within 3 working days of the original booking having been confirmed, no matter the deposit paid, there is no fee.
33. Transfers will be accepted at the Company's discretion; among other things, being subject to spaces being available on the trip to which you want to transfer, and the effect on the profitability of that trip should your transfer be accepted. If the transfer is not accepted by the Company, you will be informed and any transfer fee received by the Company will be returned.
34. If a transfer request is accepted, you must pay any costs that the Company has incurred in respect of your existing booking as soon as these have been notified to you. Such non-recoverable costs may include, but not be limited to: taxes, insurance and deposits paid to airlines, hotels, guides or agents, and such like.
35. If accepted by the Company, a transfer will not be affected until the transfer fee, and any costs that the Company has paid in respect of your original booking, as have been notified to you, are received by the Company.
36. A transfer request that is not accepted by the Company, for whatever reason, will be treated as a cancellation of the original trip booked and the cancellation charges set out in these conditions will be due.
37. Nothing in these terms and conditions shall prevent you from transferring your place on the trip to another individual, in accordance with these terms and conditions, as long as that individual accepts these terms and conditions and he or she matches or exceeds the requirements of the trip in terms of previous experience and assumed competence.
38. You may transfer your booking more than once, as long as you comply with all Conditions 30 to 38 on each occasion, paying the transfer fee and meeting any costs each time you transfer as so required. The final trip to which you transfer must start within 18 calendar months of the start date of the trip originally booked. Failure to travel within this time will be taken as a cancellation of the original booking, regardless of the payment of any transfer fees or costs in the intervening period. Under such

circumstances, the original deposit and any transfer fees, plus all associated costs paid will be forfeited by you.

Cancellation by Us

39. The Company receives regular travel advice from the United Kingdom Foreign Office (the 'FO'). The Company will not operate trips to any country, province or region to which the FO advises against "all travel", providing the Company has prior knowledge of such advice.
40. Where the FO advises against "all but essential travel" to a country, province or region, it is for each person booking to read the relevant FO advice and to decide whether or not he or she wishes to travel and to be subject to the risks implied in the said travel advice. Anyone booking a trip that visits a country, province or region, to which the FO advises against "all but essential travel" must ensure the travel insurance on which he or she relies is valid notwithstanding the FO advice.
41. After a trip has been booked, if the FO advice changes for that trip to advise against "all but essential travel" and you cancel your place on the trip, the cancellation charges set out in these booking conditions will apply.
42. In the event of civil unrest in a particular region, the Company undertakes to inform you of the situation as soon as it has knowledge of it.
43. If the FO does not issue unambiguous advice against "all travel" to a country province or region that would make the proposed itinerary untenable, a disinclination to travel on the basis of a perceived threat or hazard, howsoever formed, will be interpreted as a cancellation and the cancellation charges set out in these booking conditions will apply. This does not affect your right to transfer between trips under the terms of these booking conditions.
44. Non-UK Nationals should consult their own government for advice on travel to the destination country and all countries transited en route. The Company will not be bound by the advice of such foreign governments, nor will any of these booking conditions be waived, save where such advice coincides with the advice of the FO.
45. *Force Majeure* - a trip may be cancelled due to unavoidable and extraordinary circumstances. These include but are not limited to war, riot, industrial dispute, terrorist activity, natural or nuclear disaster, fire, epidemics or health risks, closed or congested airports, ports or stations, changes imposed by re-scheduling or cancellation of transport, adverse weather conditions (whether actual or threatened) avalanche, storm, flood, typhoon, hurricane and technical failure with any form of transport or facility.
46. Team/ course/group sizes described in the brochure or on the website are target sizes and may be increased or decreased at the discretion of the Company. The Company gives no undertaking as to the minimum or maximum size of a team,



course or group, but do undertake to ensure that Leaders, Guides, Instructors and support staff are supplied in appropriate numbers to ensure the principle objectives of the expedition or course can be achieved. Similarly, Leaders, Guides, Instructors and support staff named in tour descriptions, anywhere in the literature or on the website, may be changed at any time.

47. The Company reserves the right to cancel any trip with too few people to make it financially viable, or to cancel your participation alone if not to do so would result in a financial penalty. By the same token, the Company will endeavour to ensure that a trip runs if possible. If your booking is likely to be cancelled under such circumstances, the Company undertakes to inform you as soon as possible; this may occur after the balance due date but will not occur less than 30 days before the Departure Date.
48. If the Company cancels your trip, you will be entitled to a full refund. Alternatively, you may ask or agree to transfer your booking (along with all payments made to-date for the cancelled trip) to another trip and no transfer fee will be payable. Should you transfer to another trip any difference in price will be invoiced or credited accordingly.
49. Where the Company cancels your trip, except when the cancellation arises from an unavoidable and extraordinary circumstance (force majeure), the following compensation per person will be due:
 - a. **Expedition**
 - i. 60 days or more before the Departure Date – Nil.
 - ii. 30 days or more but less than 60 days before the Departure Date – £20
 - iii. 14 days or more but less than 30 days before the Departure Date – £30
 - iv. Less than 14 days before the Departure Date – £40
 - b. **Course**
 - i. 42 days or more before the course start date – Nil.
 - ii. 21 days or more but less than 42 days before the course start date – £15
 - iii. Less than 21 days before the course start date – £25
 - c. **Extension:** £10

LEADERSHIP AND PROGRAMME DELIVERY

50. During a trip, every effort will be made to adhere to the published itinerary but with adventurous activities of this type, or by being in the developing world, or by being in mountainous areas, or by visiting regions with limited infrastructure by virtue of their remoteness or otherwise, or with world-wide travel in general, changes to your trip's itinerary may occur from time to time. Circumstances may arise where the Company is forced to alter dates, trip duration, flight schedules, routes, mountains to be climbed, trekked or skied, locations to be visited or hotel accommodation, either during or before a trip has commenced, possibly at short notice. If changes are enforced before the trip begins, the Company will try to inform you of them as soon as possible. If changes occur during the trip, the Leader, Course Director or our local agent will inform you at the time. The Company accepts no liability for, or the consequences of, any such changes howsoever caused.
51. In assessing the conditions expected to be encountered in the mountains or the abilities of the team members, the Leader or the Course Director (or any of our Staff, Guides or Instructors with a responsibility for your wellbeing) may decide to change any aspect of the trip if he or she believes that to continue with the itinerary or activities, or any latterly agreed alternatives, would place anyone at undue risk. Alternatively, he or she may make changes for the simple belief that such changes may be more enjoyable or better suited or beneficial for most of those taking part. The Leader or the Course Director (or any of our Staff, Guides or Instructors with a responsibility for your wellbeing) will review and may alter the programme as the trip progresses in response to the changing influence of variable factors.
52. The Leader or Course Director (or any of our Staff, Guides or Instructors with a responsibility for your wellbeing) will do his or her utmost to ensure that any problems are solved for the benefit of the majority of those taking part. Agreeing to these terms and conditions, signifies your acceptance of a Leader's, Course Director's, Guide's and/ or Instructor's authority to make decisions affecting the group or individuals on the trip (s) you are booking. For instance, the Leader, the Course Director, a Guide and/ or an Instructor may require you and/ or others to leave the trip if he or she believes that a person, or a person's health, is at risk, if an illegal act has been or may be committed, or behaviour may become, or has been, detrimental to the safety, enjoyment or well-being of the group or of any individual within the group.
53. If you leave a trip once it has started, for whatever reason, you will not be entitled to a refund or to compensation.

LIABILITY

54. Most trips involve going to high-altitude and carry an inherent risk of altitude illness. Similarly, most trips visit remote locations or poorly developed regions where infrastructure is limited. In such places, the risks to health are increased and the ability to treat injury or illness effectively is reduced. Additionally, anything that involves being among glaciated, snow-covered, rocky, steep, mountainous terrain are hazardous activities with a risk of serious injury or loss of life. By agreeing to these booking conditions, you acknowledge these hazards and your acceptance of the associated risks.
55. The Company will not be liable where any failure in the performance of the Contract is due to: you; or a third party unconnected with the provision of the trip and where the failure is unforeseeable, unavoidable or extraordinary such as an event listed in clause 45 or any other unusual circumstances beyond the Company's control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which the Company or its suppliers, even with all due care, could not foresee or forestall. The Company shall not be liable for any illness, injury or loss of life sustained on any trip, except where such illness, injury or loss of life is caused by the negligence of the Company or its employees, nor will the Company be liable for any uninsured loss of personal property.
56. Subject to the provisions of clauses 54 and 55, the Company's liability in tort (including negligence), breach of contract or otherwise, shall be limited to three times the price payable for an



individual's participation. The Company's liability will also be limited in accordance with and/or in an identical manner to 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 loss of life, injury, delay to passengers and loss, damage and delay to luggage. You can ask for copies of these international conventions from either company at its registered office.

57. Most trips, especially expeditions, have days in the itinerary that are included to provide flexibility in case of bad weather, or some other untoward event, and thereby increase the chance of the principle objective being achieved and for the trip to be successful. If these days are not needed in order to achieve the aims of the trip and the team/ course /group decides to return (for instance) from the mountains to a valley location earlier than planned, any additional costs incurred and associated with extra hotel nights, or services that would not otherwise have been provided nor were included in the published itinerary, must be met by each individual concerned at the time.
58. For all trips, you are advised to have insurance that covers you for all of the activities, specifically those deemed to be hazardous, included in the itinerary and for any activities you may undertake if travelling on an extension whether arranged by the Company or independently.
59. For all trips outside the United Kingdom, you must have adequate insurance cover for search, helicopter rescue and repatriation in the event of a medical emergency. Your travel insurance provider must agree beforehand to meet the costs of any search, rescue or recovery, for medical reasons, of you to the nearest appropriate medical facility even if prior authorisation from the insurer may not be possible due to the remoteness of the recovery area or because medical expediency demands your recovery before such authorisation could be received.
60. In case of a suspected or confirmed emergency involving you or the group of which you are a member, the Company reserves the right to arrange (or to make arrangements for its or your insurers to arrange) search, rescue and recovery as it deems appropriate and reasonable. You agree to indemnify the Company and keep the Company indemnified from all losses, apportioned appropriately to you, arising from any such search, any such helicopter usage and any resulting repatriation, for medical or non-medical reasons, including legal costs of making a recovery against you.

EQUIPMENT

61. You will be provided with a list of all equipment required to bring on to the trip. You may hire some items of equipment from the Company. The majority you must provide yourself. It is your responsibility to ensure that all equipment is fit for purpose prior to the Departure Date and for the duration of the trip. You are responsible for your equipment and belongings during the trip

and bear the sole responsibility for wear and tear and incidental damage to your equipment. The Company recommend that you take out adequate insurance to cover your own equipment, and any items hired from the Company as you will be liable for its replacement should it be damaged or lost.

62. In the event that you elect to hire any equipment from the Company, you will be required to pay a deposit to the Company in addition to the applicable hire charges. Deposits are not collected for equipment hired or made available to you when participating on a course, as the equipment will be issued and collected back from you in venue.
63. You will be responsible for any hired equipment throughout the trip and in the event that it is not returned to the Company within 10 days of the last day of the trip in good condition (excluding normal wear and tear) the deposit, if paid, shall be forfeited and you agree to indemnify the Company and keep the Company indemnified from all losses arising from damage to the equipment including legal costs of making a recovery against you.
64. The Company may provide some equipment for a trip (such as ropes, avalanche-transceivers, tents and camping equipment) and are responsible for the maintenance of such equipment. Where you deliberately or recklessly cause damage to any such equipment, whether during the trip or during any pre-trip training, you shall indemnify the Company and keep the Company indemnified from all losses arising from any such wilful or reckless damage so caused including legal costs of making a recovery against you.

COMPLAINTS

65. If you have a problem during the trip, please inform the Leader, the Course Director, a Guide and/ or an Instructor immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up by writing to the Managing Director at the Company's registered office giving your trip name, the departure date and all other relevant information and, where possible, evidence. Any such complaint must be received not later than 28 days of the date of your return from the trip. Please keep your letter concise and to the point. This will assist in identifying quickly your concerns and speed up the response to you.
66. If you fail to follow this simple procedure, the Company will have been deprived of the opportunity to investigate and rectify your complaint whilst you are in-country and this may affect your rights under this Contract as you will have failed to have mitigated (minimised) your losses and will be unable to recover compensation for this element subsequently.

EXCURSIONS

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

GENERAL

68. Only a Director of the Company may promise a refund or offer compensation. The Company's Leaders, Course Directors, Guides, Instructors, Agents, Representatives or Employees are not entitled to promise a refund nor to offer compensation and the Company will not be bound by any such promise or offer.
69. These booking conditions may only be waived or amended by a Director of the Company. Such waivers or amendments will only be made in special circumstances and must be made in writing to be effective.
70. The terms and conditions of all agreements made with the Company shall be subject to and governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any dispute.
71. When making your booking it is implied and accepted that you have read and understood all these booking conditions and agree to abide by them.
72. The Company will manage, use and secure your personal data in accordance with the General Data Protection Regulations (GDPR). When you make a booking, you consent to the appropriate personal information being sent to the Company's suppliers, agents, sub-contractors or employees, whether based inside or outside the UK, for the sole and limited purpose of providing you with the trip you have booked. After the trip, such suppliers, agents, sub-contractors or employees will destroy your data. The Company will retain your data, but only for as long as it has a reasonable and justifiable business reason to do so. At any time, you may enquire of the Company what Personal Data of yours it holds. The Company will respond in compliance with the GDPR but will charge an administration fee of £95 per enquiry to search, produce and copy its records.
73. By agreeing to these booking conditions, you consent to the Company's staff taking photographs and/or video footage of you during the trip and that these images may be used by the Company for publicity and training purposes including, but not limited to, in brochures, websites material and in the media.

26 March 2020