

Terms & conditions for Bookings

1. Definitions

“Booking Conditions Form” means the form provided by Us to those wishing to apply for a Trip/Experience, Your signature (written or electronic) on which indicates Your intention to be bound by these Terms and Conditions.

“Booking Confirmation” means a confirmation email from Us stating that You have been accepted for a Trip/Experience subject to the provisions of Clause 2.3 below.

“Contract” means a signed Booking Conditions Form and these Terms and Conditions.

“Deposit” means the sum payable by You with the submission of Your Application Form for a Trip/Experience.

“Final Payment” means the balance of the Trip/Experience Fee after deduction of the Deposit paid.

“In-Country Coordinator” means the individual nominated by Us to manage Your Trip/Experience in-country, and to whom all issues that arise during the Trip/Experience should be addressed.

“Trip/Experience” means Your place on an activity trip organised by Us and includes accommodation, social activities and in-country support plus those specific additional items set out in the Trip/Experience description on Our website. For the avoidance of doubt a Trip/Experience does NOT include flights, insurance, visas, vaccinations, United Kingdom or foreign taxes or personal spending money. Unless stated otherwise in the Trip/Experience description, a Trip/Experience does not include internal travel within the destination country.

“Trip/Experience Fee” means the full price of the Trip/Experience as set out on the invoice in accordance with the provisions of Clause 3.2.

“Significant Change” to a Trip/Experience is defined as a change where the following occurs:

(i) Change in the duration of the Trip/Experience by any more than 1 week (excepting factors beyond Our reasonable control, as listed in Clause 4 below).

For the avoidance of doubt, Significant Change will not include changes to planned social activities, or any other event or factor beyond those specified in (i) above.

“Sub-contractor” means a third party providing goods or services in respect of Your Trip/Experience where these goods or services are a material part of the Trip/Experience as defined above and the costs for such goods or services are included within the Trip/Experience Fee.

“Third Party Supplier” means a third party providing goods or services to You through a direct contractual relationship with You.

“You” means the applicant whose name appears on the Application Form, and the terms “Your” and “Yours” shall be construed accordingly. If the applicant is under the age of 18 years at the time of application, the form must be counter signed by the applicant’s legal guardian or parent (written or electronic where appropriate). The legal guardian or parent will be bound by these Terms and Conditions and will be responsible both for the acceptance of the risks and liabilities set out herein on behalf of the applicant and for the compliance of the applicant with these Terms and

Conditions until the applicant reaches 18 years of age, after which if the applicant continues with the Trip/Experience then the applicant will be deemed to have accepted and shall be bound by these Terms and Conditions.

2 Conditions of Entry

2.1 We will endeavour to confirm or refuse Your application for a Trip/Experience within 14 working days of the receipt of Your completed Booking Conditions Form and Deposit.

If You are not accepted for Your desired Trip/Experience, then We will immediately refund the Deposit that You have paid.

2.2 Your Booking Confirmation is subject to the following conditions:

(a) You shall pay the Final Payment no later than 50 days prior to Your Trip/Experience's scheduled start-date;

(b) You shall provide Your travel details, including flight numbers, evidence of full travel and medical insurance for the duration of the Trip/Experience, and emergency contact information within the timescales specified by Us on the invoice;

(c) You shall disclose any medical conditions that may affect your full participation in any activity on Your Trip/Experience and warrant that You are medically fit to participate. If We request it, You shall undergo a full health check and produce a medical certificate in respect of such health check no later than 8 weeks prior to Your Trip/Experience's scheduled start-date. If you have applied for a scuba Course, You shall confirm that You are medically fit to participate in such a Course by providing a dive certificate of health prepared by a qualified Doctor no later than 8 weeks prior to Your Courses's scheduled start-date;

(d) If you have applied for a Trip/Experience where You will be working with children or other vulnerable persons then Your Trip/Experience shall be subject to acceptable references and/or a police check through an umbrella organisation registered to, and authorised by, the Criminal Records Bureau (CRB). You will be notified in advance if either or both of these are required;

(e) You shall abide by Our Code of Conduct which can be viewed at Clause 12 below and by the terms and conditions set out herein; and

(f) You shall comply with the laws, customs, foreign exchange and drug regulations of all countries visited during Your Trip/Experience. If You are found to be violating such laws and regulations or otherwise interfering with the wellbeing of other Clients, staff, or Third Party Suppliers, this will result in the In-Country Coordinator taking the action detailed in Clauses 2.3 and 10.

(g) . If you are found to have an undeclared or understated medical condition (whether physical or mental) after departure, the leader may require you to seek medical advice. If you refuse to do so, or refuse to follow such advice, the leader may require you to leave the adventure. If in the opinion of the leader your health is at risk, or you are putting the health of any other participant at risk, the leader is entitled to require you to leave the adventure, or to require that you not undertake specified activities, or to authorise your immediate evacuation and repatriation. In such circumstances, there will be no refund of the adventure cost, and we (and the leader) will accept no liability for any losses or expenses you incur. We reserve the right to recover any costs we incur, for example in connection with your evacuation and repatriation.

2.3 In the event that You do not comply with the provisions of Clause 2.2 then We may at Our discretion deem Your Trip/Experience to be terminated in accordance with the provisions of Clause 8 or offer You an alternative Trip/Experience. In the particular case of Your breach of the provisions of paragraphs (e) or (f) of Clause 2.2 then You may be required by the In-Country Coordinator to leave the Trip/Experience and, if appropriate, the country, without reimbursement of Your Trip/Experience fees.

2.4 If in the reasonable opinion of the instructor or the In-Country Coordinator Your continued participation in a particular activity or Trip/Experience may result in either personal harm to Yourself or other participants or disruption of the activity or Trip/Experience then the In-Country Coordinator may at their sole discretion instigate the Disciplinary Process as set out in Clause 10.

3 Our Programmes

3.1 You accept that any information supplied by Us regarding Trip/Experiences, including content published by third party advertisers, is provided in good faith and

based on the knowledge and information available to Us prior to publication of the written material and sometimes months prior to the Trip/Experience start date. You accept that for the latest information on Trip/Experience, including Trip/Experience prices You should speak, write or email directly to Our representatives at Our office using the contact details on Our website.

3.2 Our Trip/Experience prices are set as given on the website, either on the date of Your signature on the Application Form, or no more than 5 working days before the receipt of the completed Application Form at Our Registered Office, whichever is the later. The price in force at this time shall be reflected on the invoice sent to You with Your Booking Confirmation.

3.3 Note that the price of items outside the scope of the Trip/Experience, such as visas, airfares, United Kingdom or foreign taxes or costs associated with local events and activities not included in the Trip/Experience may vary and We accept no liability for any increases in such prices.

3.4 You accept that dates for flights to and from Your Trip/Experience may fall outside of Your invoiced Trip/Experience duration. In the event that You require accommodation for days falling outside of Your Trip/Experience duration, then, provided We have sufficient accommodation available, We may offer this to You at the prevailing local rate.

3.5 We reserve the right (in very rare circumstances) to make alterations to a Trip/Experience without notice, including alterations to the itinerary. If the alterations cause a Significant Change in the structure or duration of the Trip/Experience prior to the start-date of Your Trip/Experience, You will be entitled to change Your choice of Trip/Experience, or receive a refund of the Trip/Experience Fee, if paid. This shall be the limit of Our liability in the event of a significant change to the Trip/Experience. Should the change be effected during the Trip/Experience, Our liability shall be limited to a refund of the Trip/Experience Fee pro-rata according to the percentage of the total planned Trip/Experience time that has already elapsed (for example if 50% of the Trip/Experience has taken place, then We will refund 50% of the Trip/Experience).

3.6 You shall comply with all reasonable requests of the In-Country Coordinator with respect to matters relating to the organisation of the Trip/Experience and the safety and wellbeing of Yourself and others.

3.7 You agree to abide by the Terms and Conditions of all Third Party Suppliers who may provide You with other products or services during, or in travelling to the Trip/Experience. If We have provided You with the details of such Third Party Suppliers or assisted You in procuring the services of such Third Party Suppliers this information and/or assistance is given for Your convenience only and does not constitute an endorsement of the said Third Party Supplier. We accept no liability in respect of products or services procured by You from Third Party Suppliers, such as but not restricted to, travel agents, insurance providers and local suppliers.

4 Liability

4.1 Nothing in this Agreement shall exclude or limit Our liability for (i) fraud or other criminal act, (ii) personal injury or death caused by the negligence of Our employees in connection with the performance of their duties hereunder or by defects in any product supplied pursuant to this Agreement, or (iii) any other liability that cannot be excluded by law.

4.2 Subject to Clause 4.1 in no event will We be liable under this Agreement for any damages resulting from: (i) cancellation of flights or costs resulting from missed flights, (ii) loss of opportunity, and/or (iii) any indirect or consequential loss. Such liability is excluded whether such damages were reasonably foreseeable or actually foreseen.

4.3 Except as provided in Clause 4.1 Our maximum aggregate liability to You for any cause whatsoever shall be for direct costs and damages only (this does not include flights, insurance, visas, vaccinations and any other elements that are outside of our

control) and will be limited to a sum equivalent to 125% of the Trip/Experience Fee paid and payable by You under this Agreement.

4.4 We hereby exclude to the fullest extent permissible under the applicable law all liability that We have not expressly accepted in this Agreement. These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action. For the purposes of this Clause 4, "We" includes Our employees, Sub-contractors, licensors and suppliers who shall therefore have the benefit of the limits and exclusions of liability set out in this Clause in terms of the Contracts (Rights of Third Parties) Act 1999.

4.5 Save as provided in Clause 4.6 You shall have no remedy in respect of any representation (whether written or oral) made to You upon which You relied in entering into this Agreement.

4.6 Nothing in this Agreement shall exclude or limit Our liability for any misrepresentation made by Us fraudulently.

4.7 We will not accept any responsibility for any illness, accident or loss, weather conditions, fire, civil or military disturbance, criminal activity, industrial action, mechanical breakdown, quarantine, border closures, government intervention or other event of force majeure where such events arise for reasons other than Our negligence. Although such circumstances are beyond our control, We shall make every effort to provide You with assistance if You are in difficulty. Should it become necessary to abandon a Trip/Experience because of such an event, We will be entitled to retain such monies received necessary to cover costs incurred.

4.8 You accept that weather conditions may prompt the cancellation of scheduled events within a Trip/Experience, and that We cannot be held responsible for such cancellations. Cancellation of events or sessions due to adverse weather conditions will be entirely at the discretion of the instructors or the In-Country Coordinator. No reimbursements will be made by Us for events or sessions lost to bad weather.

4.9 We accept no liability in respect of products or services procured by You from Third Party Suppliers or in respect of activities undertaken by You that are outside of those specified for Your Trip/Experience.

5 Health and Safety

5.1 You are advised that the host countries for Our Trip/Experiences do not supply comprehensive free health services.

5.2 Whilst We are committed to ensuring the safety of Our clients, We do not accept liability for any negligence on the part of Third Party Suppliers or any other agents used by You, which are not connected to Your Trip/Experience. Otherwise, We will provide as much assistance as is possible, whilst limiting that assistance to non-financial support. Any further help will be provided at the discretion of the In-Country Coordinator.

5.3 Should We, in case of emergency, provide You with any financial support, You are obliged to reimburse all monies given to You by Us within 6 weeks of the Trip/Experience end-date. The provision of such financial support is entirely at Our discretion.

5.4 You accept that all sports and travel carry some risk of personal injury. You have the right to refuse the taking of any risks which You believe may endanger Your health and safety, or which are not covered by Your insurance as set out in Clause 6.1 below, and You agree that We will not be held liable for any injury or damage caused to You where You have taken a risk willingly, and the injury or damage arose other than as a result of Our negligence.

5.5 You accept that the health facilities in Your Trip/Experience country may be of a lower standard to Your home country and consequently may not provide the level of treatment You expect in the case of an emergency.

6 Insurance

6.1 You accept that it is compulsory to obtain travel insurance to cover personal accident, medical and hospital expenses and repatriation. Your insurance must cover cancellation, curtailment, repatriation, legal expenses, medical and emergency travel, personal accident, personal liability, rescue and assistance, hijack, and travel delay. You are obliged to ensure that Your policy covers all sporting activities that You may be involved in during Your Trip/Experience, which are provided by Our approved suppliers.

6.2 Your Policy cover should extend beyond the planned length of the Trip/Experience for as long as you are away from home. You acknowledge that, although We have said this is the minimal level, it still may not be adequate. We recommend that independent advice be taken.

6.3 We accept no responsibility for the loss of or damage to Your personal property unless it is caused by Our negligence, and it is recommended that You have personal insurance to cover loss of personal property by theft or accident.

6.4 You agree to indemnify Us in respect of any claim for loss or damage arising from any accident, personal injury, loss of life or damage to property caused by You during the course of the Trip/Experience.

6.5 In the event of any damage caused by You to Our property You agree to reimburse Us in respect of any such costs and damages within 8 weeks of the Trip/Experience end-date.

6.6 You are also advised to be aware of current Foreign Office travel advice in respect of countries to which You are travelling. See www.fco.gov.uk for further details.

7 Visas

7.1 Where a visa is required for the Trip/Experience, We can provide You with visa application forms (if You are a UK citizen), a letter of invitation where necessary and advice on filling in the necessary forms.

7.2 Please note that all visas are issued entirely at the discretion of the embassy concerned.

7.3 We are not responsible for the issue of visas. You are responsible for ensuring that Your passport, visas and any other travel documents are valid for the duration of Your Trip/Experience.

8 Cancellations and Amendments Policy

8.1 You acknowledge that Your payment for a Trip/Experience contributes to the overall costs of equipment, staff and administration, incurred by Us in planning and organising Your Trip/Experience, and that We will have incurred the largest part of Our costs on a non-recoverable basis before the Trip/Experience start-date. Therefore if Your Trip/Experience is terminated either by Us in accordance with Clause 2.3 above or by You for any reason other than Our breach of this Agreement then the deposit is non-refundable. If the termination takes place 89 and 50 days days prior to departure we shall refund to You 50% of the Trip/Experience Fee, if paid, except for the deposit amount. If the termination takes place less than 50 days prior to departure, all monies are non-refundable.

For the avoidance of doubt, in the event that You have not paid the applicable Trip/Experience Fee as at the date of termination then You shall be liable for the balance of the Trip/Experience Fee due less any amount due to be refunded.

8.2 Any request from You to amend a booking must be put in writing and sent to Our office, or that of our partner organisation operating your trip.

8.3 In the unlikely event of Us cancelling Your Trip/Experience before the specified start-date other than as a result of a force majeure event as set out in Clause 4.7 above, We will refund to You whatever portion of the Trip/Experience Fee You have paid. This will be the full extent of Our liability.

8.4 In the event of cancellation of a Trip/Experience as a result of a force majeure event as set out in Clause 4.7 above then We shall retain whatever portion of the Trip/Experience Fee paid is necessary to cover Our reasonable expenses incurred in organising the Trip/Experience and refund to You the remainder. This will be the full extent of Our liability.

8.5 If You leave Your Trip/Experience before the specified Trip/Experience end-date other than as a result of Our breach of this Agreement, no refund will be made to You.

8.6 The charges we retain are intended to cover advance payments and purchases we have made in the host country and/or with our field stations. Charges will always be applied, irrespective of the circumstances of the withdrawal. Please note that it is your responsibility to protect yourself against such charges by taking out adequate travel insurance.

8.7 If you fail to arrive at the assembly point in time and as a result miss taking part in the trip/experience, no refund or compensation will be given. No refunds will be made in respect of your contribution (or compensation in respect of any independent travel arrangements) if you leave an adventure for any reason after the adventure has begun. Once an adventure has departed, no refund or compensation will be given for any unused accommodation, travel or any other feature referred to in the itinerary.

9 Complaints

9.1 With regard to any complaint or claim in connection with Your Trip/Experience, You agree:

9.1.1 to ensure that, at the earliest possible opportunity, any perceived failure in the performance or improper performance of the contract, whether by Us or Our Subcontractors, is communicated to the In-Country Coordinator so that Your concerns can be addressed; and

9.1.2 to notify Us in writing at Our offices as set out above with regard to any unresolved complaint or claim within 30 days of the Trip/Experience end-date, setting out:

(a) the details of Your Trip/Experience

(b) the nature of Your complaint or claim

(c) how best You feel We can resolve Your complaint or claim.

9.2 Any complaints directed against the In-Country Coordinator should be raised by phone or email directly to Us at our office.

9.3 Upon receipt of Your complaint or claim We shall investigate the details set out in Your notification and shall use Our reasonable endeavours to contact You within 14 working days of receipt of Your notification to address Your complaint or claim.

10 Disciplinary Procedures

10.1 The Disciplinary Procedure may be invoked under Clause 2.3 or Clause 2.4 at the sole discretion of the In-Country Coordinator. If at any stage You feel that this procedure is being applied unfairly or without cause, You should raise this directly with The Coordinator and, if You feel the matter has not been resolved to Your satisfaction, You may raise a complaint in accordance with Clause 9 above.

10.2 The Disciplinary Procedure is as follows (unless otherwise stated in the Code of Conduct):

(a) Upon the first incident of unacceptable behaviour or a breach of the Code of Conduct, the In-Country Coordinator shall warn You verbally that Your behaviour is unacceptable and shall explain to You the reasons for this unacceptability.

(b) If such behaviour or breach continues, the In-Country Coordinator shall provide You with a written warning, stating that any recurrence may result in You being required by the In-Country Coordinator to leave the Trip/Experience and, if appropriate, the country, without reimbursement of Your Trip/Experience fees.

(c) Upon a subsequent repeat of the unacceptable behaviour or upon a serious breach of

the Code of Conduct the In-Country Coordinator may, at their sole discretion, require that You leave the Trip/Experience and, if appropriate, the country, without reimbursement of Your Trip/Experience fees.

10.3 In the event that the Disciplinary Procedure is invoked under Clause 10.2 and You are required to leave Your Trip/Experience and, if appropriate, the country, You agree to do so without causing fuss, disturbance or aggravation and at the time specified by the In-Country Coordinator.

11 Personal Data and Image Rights

11.1 In order to provide the services included within Your Trip/Experience and to meet Our obligations with respect to Your health and safety We may distribute Your personal details, including but not limited to Your name, contact address, phone number, email address, and emergency contact and/or next of kin details to Our Subcontractors who are involved in the provision of Your Trip/Experience. Some of these Sub-contractors are located in countries not regulated by equivalent provisions to those in the Data Protection Act 1998 (“the Act”) and You will not be able to rely on these provisions to ensure the security of Your personal data as defined within the Act. We shall request Our Sub-contractors to keep Your personal data confidential and to use it only for the purposes for which it is supplied and shall use Our reasonable endeavours to ensure each Sub-contractor’s compliance with this request. In submitting Your Application Form You accept that You are consenting to the transfer of Your personal data as set out in this Clause 11.1.

11.2 We may retain Your contact details after the Trip/Experience end-date, for the purpose of providing You with information regarding other products or services that may be of interest to You. If You prefer not to receive such information, please notify Us in writing or by email.

11.3 We own the copyright and all intellectual property rights in any photographic, audio or video material produced by Our employees or agents which is produced during Your Trip/Experience (the “Material”). You agree that We may use any such Material in which You appear for promotional and marketing purposes only and provided always that Our use of such Material shall not be in Our reasonable opinion defamatory or damaging to Your personal reputation. If You would prefer Us not to use such Material as described herein, please indicate this to Us in writing or by email. In the event that You believe either during or after Your Trip/Experience that some Material may be defamatory or otherwise detrimental to You, You shall notify Us in writing or by email as soon as possible and We shall use Our reasonable endeavours to withdraw any such Material already published and shall cease to use any such Material in any further marketing or other publications forthwith.

12 Code of Conduct

12.1 You understand that by undertaking a Trip/Experience arranged by Us you will be representing Us throughout the entire time you are living, working and interacting with the local community overseas. Furthermore, You will owe a duty of care to anyone who is involved with Your Trip/Experience. Therefore, You agree to abide by the following Code of Conduct during Your Trip/Experience and accept that should Your behaviour fail to comply with any of the conditions outlined below, the In-Country Coordinator reserves the right to commence the Disciplinary Procedure in accordance with the provisions of Clause 10 above which may ultimately result in the termination of Your Trip/Experience and accommodation agreement.

12.2 The Code of Conduct is as follows:

(a) You will at all times respect local attitudes, cultures and beliefs. Specifically, You will not make comments of a derisory, sexist, or racist nature to anyone during Your stay. And You will dress, speak and behave appropriately at all times.

(b) You will not act in any way that is considered to be an anti-social manner by the In-Country Coordinator or local inhabitants at any time during Your stay. You will adhere to this specifically while under the influence of alcohol.

(c) You will ensure that any equipment used by You, whether personal belongings or otherwise, are cleared away and kept tidy and orderly at all times, in both personal and communal living areas of the accommodation. You will treat Your Accommodation with respect. Failure to do so may result in You being asked to leave Your Trip/Experience.

(d) You agree to drink alcohol only in moderation throughout Your entire time abroad. The In-Country Coordinator will explain the drinking rules that apply to Your Trip/Experience when You arrive in-country and, if You are informed of any local customs by the In-Country Coordinator, for example, concerning prohibitions or limits on alcohol consumption, You will adhere to and respect those customs.

(e) You will not buy, handle or consume any illegal substance during Your stay. You understand that We have a zero-tolerance policy on this matter and anyone who is caught in possession of illegal substances or is suspected of using or handling them will be asked to leave their Trip/Experience and Accommodation immediately in accordance with the provisions of Clause 10.2(c) above.

(f) You acknowledge that We explicitly advise against You developing sexual relations with any persons in the country where You are staying and You do so at Your own risk. Specifically, You accept and understand that there may be different attitudes to sexual relations in the countries that You visit, and that this could result in danger to Yourself. You also accept that health facilities may be of a lower standard in Your Trip/Experience country and that HIV/AIDS and other sexually transmitted diseases may also be common. You acknowledge that You are aware of the risks of unplanned pregnancy, HIV/AIDS and other sexually transmitted diseases involved in unprotected sexual relations. You also acknowledge that You are aware that drugs are sometimes used in cases of rape/non-consensual sex and this may be a risk while socialising during Your Trip/Experience.

(g) You will follow the advice of the In-Country Coordinator at all times. Failure to do so may put You or others in danger and may lead to You being asked to leave Your Trip/Experience and Accommodation immediately in accordance with the provisions of Clause 10.2(c) above.

(h) You are responsible for Your health and wellbeing. You agree to deal with any medical ailment immediately and seek medical attention and the advice of Your medical assistance company, should You require it. You accept that health facilities in Your Trip/Experience country may be of a lower standard than You are used to.

(i) You will ensure that return flight date falls before the expiration of any in country visa requirement. You understand that You need to obtain Your visa (if required).

13 Agreement to Terms and Conditions

13.1 It is important that You read and understand these Terms and Conditions prior to submitting Your signed Booking Conditions Form. If You have any questions or concerns about the meaning of any item in these Terms and Conditions, You are requested to raise these with Us before submitting Your Booking Conditions Form.

14 Law

14.1 This contract is subject to English law and is subject to the exclusive jurisdiction of the English Court