

## Mountain Expeditions – Terms & Conditions – Overseas Expeditions

### 1 Definitions

- 1.1 **Mountain Expeditions** means Jonathan Gupta c/o 35, Church Road, Thornbury, Bristol, BS35 1HL; [jon@mountain-expeditions.co.uk](mailto:jon@mountain-expeditions.co.uk); 07834 150940.
- 1.2 **Customer** means the person for whom Mountain Expeditions has agreed to provide the Expedition.
- 1.3 **Expedition** means the trip to be provided by Mountain Expeditions as described and detailed in the appropriate Expedition Information Document and including any UK based training.
- 1.4 **Expedition Cost** means the amount in sterling stated in the Expedition Information Document being the cost to the Customer of the Expedition.
- 1.5 **Information Document** means the information provided by Mountain Expeditions which sets out and provides details of the Expedition.

### 2 Liability

- 2.1 Mountain Expeditions will provide the Expedition using reasonable skill and care.
- 2.2 Where any part of the Expedition is provided by any third party, Mountain Expeditions will use reasonable skill and care in selecting such other third party but shall not be liable to the Customer for the performance of the third party and/or for any loss or damage, whether of a personal nature or to the Customer's possessions, caused by the third party.
- 2.3 The Expedition by its very nature has inherent risks of personal injury and damage to health which the Customer recognises and accepts in joining the Expedition.
- 2.4 The Customer travels and takes part in the Expedition entirely at his own risk and Mountain Expeditions shall not be liable to the Customer by reason of any representation or implied warranty, condition or other term, or any duty, in contract or common law, for any loss of profit or any consequential loss of any kind howsoever caused and whether caused by Mountain Expeditions or any other party engaged by Mountain Expedition to assist in the Expedition.
- 2.5 Mountain Expeditions gives no warranty as to the ultimate success or otherwise of the Expedition as this can be dependent upon numerous external factors, such as weather or mountain conditions, over which Mountain Expeditions has no control.
- 2.6 Mountain Expeditions shall not be liable for any delay to or cancellation of the Expedition due to any reasons beyond its control, or for any damage to the Customer's property howsoever caused.
- 2.7 The liability of Mountain Expeditions to the Customer is limited to the Expedition Cost.

### 3 Insurance

- 3.1 The Customer agrees to take out adequate insurance at his own expense to cover all risks associated with the Expedition including to cover the needs of air rescue from any location connected with the Expedition and will provide a copy of his/her insurance schedule as evidence to Mountain Expeditions that such insurance has been taken out by him/her for the Expedition.
- 3.2 The Customer shall be fully responsible for ensuring that the insurance taken out by him covers all the risks which the Customer, at his sole discretion, considers are necessary to be covered in respect of the Expedition inclusive of all training and travelling associated with the Expedition.

## 4 Payments

- 4.1 The Customer shall pay the Expedition Cost to Mountain Expeditions.
- 4.2 The Expedition Cost includes **significant** elements that are payable by Mountain Expeditions in currencies other than sterling. These elements are priced using an exchange rate of **£1 to \$1.25 and £1 to €1.15 as applicable**. If this exchange rate changes by more than  $\pm 5\%$ , then Mountain Expeditions reserves the right to amend the cost accordingly, either upwards or downwards as required.
- 4.3 A deposit, for the amount set out in the Expedition Information Document, shall be paid to Mountain Expeditions at the time of booking.
- 4.4 Payment of 50% of the balance of the Expedition Cost is due a minimum of eight weeks prior to the commencement date of the Expedition.
- 4.5 Payment of the final balance of the Expedition Cost is due a minimum of four weeks prior to the commencement date of the Expedition.
- 4.6 All monies paid in advance of the Expedition will be held by Mountain Expeditions in a separate account.

## 5 Cancellation Policy

- 5.1 In the event of the Customer cancelling and/or withdrawing from the Expedition for any reason whatsoever (except solely cancellation by Mountain Expeditions), the following shall apply.
- 5.2 Following payment of the deposit, the deposit will be fully non-refundable in all circumstances.
- 5.3 If the Customer cancels or withdraws more than eight weeks before the Expedition start date, a full refund less the deposit will be given.
- 5.4 If the Customer cancels or withdraws between eight weeks and six weeks before the Expedition start date, a refund of 75% of the Expedition Cost less the deposit will be given.
- 5.5 If the Customer cancels or withdraws between six and four weeks before the Expedition start date, a refund of 50% of the Expedition Cost less the deposit will be given.
- 5.6 If the Customer cancels or withdraws between four and two weeks before the Expedition start date, a refund of 25% of the Expedition Cost less the deposit will be given.
- 5.7 If the Customer cancels or withdraws between two weeks before the Expedition start date and the Expedition start date itself, or at any time after the Expedition start date, then no refund of the Expedition Cost will be given.

- 6 Mountain Expeditions reserves the right to make minor changes to the itinerary of the Expedition if this becomes necessary for any reason.
- 7 These terms and conditions and the signed disclaimer together represent the entire agreement between the parties and together supersede any other offers, representations, agreements or the like whether written or oral and may not be varied except in writing between the parties.
- 8 Should any part of these terms and conditions and the disclaimer be held unenforceable in law then that part may be omitted and the rest of the terms and conditions and the disclaimer shall still apply.
- 9 The law of these terms and conditions and the disclaimer is English Law and the English Courts shall have exclusive jurisdiction with regard to all matters arising from them.

## Mountain Expeditions – Disclaimer by Customer

- 1 I (the Customer) confirm that I am over the age of 18.
- 2 I confirm that I have read and understood the Terms and Conditions of Mountain Expeditions as provided which, together with the provisions of this Disclaimer, comprise the entire agreement between myself and Mountain Expeditions in respect of the Expedition.
- 3 I agree to be bound by and obey all rules, regulations, terms and conditions specified by Mountain Expeditions during all aspects of my participation or involvement with the Expedition including, without limitation, everything contained within this Disclaimer, the Terms and Conditions of Mountain Expeditions and any other applicable safety rules as may be specified from time to time.
- 4 I acknowledge that I owe a duty to myself and others whilst engaging in the Expedition to ensure that I do not take any action or step or do or fail to do anything so as to endanger my safety and/or the safety of others.
- 5 I confirm that I will not attempt to repair, modify or tamper with any equipment provided to me for any purpose whilst engaging in the Expedition. I further confirm that I will comply with all instructions and any directions issued by Mountain Expeditions or any other authorised leader in relation to the safe and proper use of such equipment.
- 6 I acknowledge that engaging in the Expedition can be physically and mentally demanding and may place me at risk of physical and/or mental harm. I confirm that I am in good health and know of no reason, physical or mental, why I should be unable to participate in the Expedition and engage in the activities comprised therein or would otherwise be advised by a competent medical professional not to engage in the Expedition.
- 7 I acknowledge that engaging in the Expedition may be dangerous and may place me and my fellow team members at risk of physical and/or mental harm. I therefore recognise that my participation in the Expedition is entirely at my own risk and that I will assume all risks of loss, damage, injury or death which may arise and/or be sustained.
- 8 I acknowledge that no guarantee can be given that the Expedition will achieve its ultimate goal as this can be affected both by personal factors, such as my health and physical ability, and also by external factors, such as weather and mountain conditions.
- 8 I confirm that Mountain Expeditions is entitled at any time and for any reasonable reason to refuse to allow me to continue to participate in the Expedition.
- 9 I acknowledge and agree that I will not hold Mountain Expeditions or any other company which Mountain Expeditions has engaged to assist in the Expedition (together the “Parties”) liable for any illness, loss, injury or death sustained before, during or after my participation in the Expedition and that I irrevocably indemnify and hold the Parties harmless from and against all costs and expenses (including legal costs), actions, proceedings, claims, demands and damage arising from a breach by myself of the undertakings contained herein or arising from any act or omission of myself.
- 10 Without prejudice to paragraph 9 above, I further acknowledge and agree that under no circumstances will any of the Parties be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by myself or any other and/or related third party (including my employer if applicable) including, but not limited to, loss of earnings, profits, business or opportunity or any other sort of economic loss.

- 11 I confirm that I understand the necessity to take out adequate insurance, to cover both personal injury and property, at my own expense in order to participate in the Expedition, especially to cover the needs of air rescue from any location connected with the Expedition, and that I will be solely responsible for obtaining and maintaining such insurance to cover all relevant risks of my participation in the Expedition.
- 12 Subject to the Cancellation Policy set in the Mountain Expeditions Terms and Conditions, I confirm that I understand that all and any monies paid to Mountain Expeditions are non-refundable (except at the sole discretion of Mountain Expeditions) should I be unable to or decide for any reason not to participate in or continue with the Expedition, or should I fail to arrive at the notified Expedition rendezvous place, and that I am responsible for taking out any necessary insurance to cover against any loss incurred by me due to my having to cancel or withdraw from the Expedition and/or not being able to participate in or continue with the Expedition for any such reasons.
- 13 I confirm that it is my responsibility to arrange and pay for all travel costs and accommodation (except as expressly stated as included within the Expedition Cost) and to ensure that I arrive at the notified Expedition rendezvous place by the date and time designated. If I arrive late then it will be entirely my responsibility and at my cost if I choose to attempt to join the Expedition late. I confirm that it is my responsibility to take out all necessary insurances against all and any matters relating to such travel including, without limitation, insolvency of any flight provider, cancelled flights and delays, and loss of and damage to my property.

**Acceptance**

I, the undersigned, hereby acknowledge that I have read and understand the above Mountain Expeditions Terms and Conditions and Mountain Expeditions Disclaimer and hereby acknowledge my acceptance of the same by signing below.

**Expedition:** .....

**Dates:** .....

**Name:** .....

**Signed:** .....

**Date:** .....