

# Terms & Conditions UK

## 1. Definitions

- 1.1 **Mountain Expeditions** means Jonathan Gupta c/o Gorffwysfa, Brynrefail, Gwynedd, LL55 3NR; 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.
- 1.4 **Expedition Cost** means the amount in sterling stated in the Expedition Information Document being the cost 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 hill/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.
- 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 any insurance which the Customer considers necessary at his own expense to cover all risks associated with 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 any travelling associated with the Expedition and including cancellation of or withdrawal from the Expedition by him/her.

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## 4. Payments

- 4.1 The Customer shall pay the Expedition Cost to Mountain Expeditions.
- 4.2 A deposit, being 50% of the Expedition Cost, shall be paid to Mountain Expeditions at the time of booking.
- 4.3 Payment of the final balance of the Expedition Cost shall be paid a minimum of four weeks prior to the commencement date of the Expedition.
- 4.4 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 withdrawing from the Expedition for any reason whatsoever (except solely cancellation of the whole Expedition by Mountain Expeditions), the following shall apply.
- 5.2 Following payment, the deposit will be fully non-refundable in all circumstances.
- 5.3 If the Customer cancels or withdraws between four 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. Disclaimer by Customer

- 6.1 The Customer must be over the age of 18.
- 6.2 The Customer agrees 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 these Terms and Conditions and any other applicable safety rules as may be specified from time to time.
- 6.3 The Customer acknowledges that he owes a duty to himself and others whilst engaging in the Expedition to ensure that he does not take any action or step or do or fail to do anything so as to endanger his/her safety and/or the safety of others.
- 6.4 The Customer will not attempt to repair, modify or tamper with any equipment provided by or on behalf of Mountain Expeditions for any purpose whilst engaging in the Expedition. The Customer 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.
- 6.5 The Customer acknowledges and understands that engaging in the Expedition can be physically and mentally demanding and may place him/her at risk of physical and/or mental harm. The Customer confirms that he/she is in good health and knows of no reason, physical or mental, why he/she 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.
- 6.6 The Customer acknowledges and understands that engaging in the Expedition may be dangerous and may place him/her and his/her fellow team members at risk of physical and/or mental harm. The Customer therefore recognise that his/her participation in the Expedition is entirely at his/her own risk and that he/she will assume all risks of loss, damage, injury or death which may arise and/or be sustained.

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- 6.7 The Customer acknowledges and understands that Mountain Expeditions is entitled at any time and for any reasonable reason to refuse to allow him/her to continue to participate in the Expedition.
- 6.8 The Customer acknowledges, understands and agree that he/she 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 his/her participation in the Expedition and the Customer irrevocably indemnifies and holds the Parties harmless from and against all costs and expenses (including legal costs), actions, proceedings, claims, demands and damage arising from a breach by himself/herself of the undertakings contained herein or arising from any act or omission of himself/herself.
- 6.9 Without prejudice to paragraph 6.8 above, the Customer further acknowledges and agrees 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 himself/herself or any other and/or related third party (including an employer of the Customer) including, but not limited to, loss of earnings, profits, business or opportunity or any other sort of economic loss.
- 6.10 Subject to the cancellation policy set out in clause 5 above, the Customer understands that all and any monies paid to Mountain Expeditions are non-refundable (except at the sole discretion of Mountain Expeditions) should he/she be unable to or decide for any reason not to participate in or continue with the Expedition, or should he/she fail to arrive at the notified Expedition rendezvous place by the time stated in the Expedition Information Document or as advised by Mountain Expeditions, and that the Customer is responsible for taking out any necessary insurance to cover against any loss incurred by him/her due to him/her 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.
- 6.11 The Customer understands that it is entirely his/her 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 he/she arrives at the notified Expedition rendezvous place by the date and time designated. If the Customer arrives late then it will be entirely the responsibility of and at the cost of the Customer if the Customer chooses to attempt to join the Expedition late.
- 7 Mountain Expeditions reserves the right to make minor changes to the itinerary of the Expedition if this becomes necessary for any reason.
- 8 These terms and conditions represent the entire agreement between the parties and supersede any other offers, representations, agreements or the like whether written or oral and may not be varied except in writing between the parties.
- 9 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.
- 10 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.

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## 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:** .....